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*Amend*

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**ARTICLES OF AMENDMENT TO** SECRETARY OF STATE  
**ARTICLES OF INCORPORATION OF** TALLAHASSEE, FLORIDA  
**PENINSULA CORPORATE HOLDINGS, INC.**

1. The name of the Corporation is Peninsula Corporate Holdings, Inc.
2. The Articles of Incorporation of the Corporation are hereby amended by inserting a new Article NINTH thereof, as follows:

**"NINTH:** Notwithstanding any other provision of these Articles of Incorporation, any other organizational documents or any provisions of law that empowers the Corporation, the following provisions shall be operative and controlling so long as the loan (the "Loan") by Morgan Stanley Mortgage Capital Holdings LLC, a New York limited liability company or its successors and/or assigns (collectively, the "Lender") to Peninsula Corporate, Ltd. (the "Partnership") is outstanding:

1. The sole purpose for which the Corporation is organized is to manage, own and hold a one percent (1.0%) general partnership interest in the Partnership, whose sole purpose is to own, hold, maintain and operate the property known as: A PORTION OF PARCEL 1, "PENINSULA CORPORATE CENTER PLAT", AS RECORDED IN PLAT BOOK 83, PAGES 122 124 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA and also known as 950 Peninsula Corporate Circle, Boca Raton Florida (the "Property"), together with such other activities as may be necessary or advisable in connection with such limited purpose. The Corporation shall not engage in any business, and it shall have no purpose, unrelated to the foregoing purpose and shall not acquire any real property or own assets other than those in furtherance of the limited purposes of the Corporation.

2. The Corporation shall have no authority to perform any act in violation of any (a) applicable laws or regulations or (b) any agreement between the Corporation and the Lender.

3. The Corporation shall not:

- a. engage in any business or activity other than the ownership of its interest in the Partnership, and activities incidental thereto including the management of the Property;

- b. acquire or own any material asset other than (i) its interest in the Partnership, and (ii) such incidental personal property as may be necessary to effectuate its purpose;

c. merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

d. fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of Florida;

e. own, form or acquire any subsidiary or make any investment in, any person or entity, other than the Corporation's investment in the Partnership;

f. commingle its assets with the assets of any of its members, general partners, affiliates, principals or of any other person or entity nor fail to hold all of its assets in its own name;

g. incur any debt secured or unsecured, direct or contingent (including guaranteeing any obligations), except for trade payables in the ordinary course of its business of owning an interest in the Partnership and serving as the general partner of the Partnership, provided that such debt is not evidenced by a note and is paid when due;

h. become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due;

i. fail to maintain its records, books of account and bank accounts separate and apart from those of the Partnership or any other person or entity or fail to maintain such books and records in the ordinary course of its business;

j. enter into any contract or agreement with any member, general partner, principal or affiliate of the Partnership or any guarantor of the Loan, or any member, general partner, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or affiliate of the Partnership, any guarantor of the Loan, or any member, general partner, principal or affiliate thereof;

k. seek dissolution or winding up in whole, or in part, or cause the Partnership to seek dissolution or winding up;

l. fail to correct any known misunderstandings regarding the separate identity of the Corporation or the Partnership, as the case may be, from any member, general partner, principal or affiliate thereof or any other person;

m. guaranty or become obligated for the debts of any other person or entity or hold out its credit as being able to satisfy the debts of another person or entity, except in its capacity as the general partner of the Partnership;

n. make any loans or advances to any third party, including any member, general partner, principal or affiliate of the Partnership or the Corporation, or any member, general partner, principal or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other person or entity (other than cash or investment grade securities);

o. fail to file its own tax returns, nor file a consolidated federal income tax return with any other entity, unless required by law;

p. fail to hold itself out to the public as a legal entity separate and distinct from any other entity or person, fail to conduct its business solely in its own name, mislead others as to the identity with which such other party is transacting business, or suggest that the Partnership or the Corporation, is responsible for the debts of any third party (including any member, general partner, principal or affiliate of the Partnership or the Corporation, or any member, general partner, principal or affiliate thereof);

q. fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

r. share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of the Corporation, (ii) any affiliate of a general partner, principal or member of the Corporation, or (iii) any other person or entity;

s. fail to maintain separate financial statements and accounting records, showing its assets and liabilities separate and apart from those of any other person or entity;

t. have its assets listed on the financial statement of any other entity;

u. fail to observe all applicable organizational formalities;

v. fail to pay the salaries of its own employees (if any) from its own funds;

w. fail to maintain a sufficient number of employees in light of its contemplated business operations;

x. fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;

y. fail to use separate stationery, invoices and checks bearing its own name;

z. pledge its assets for the benefit of any other person or entity;

aa. acquire the obligations or securities of any member, general partner, principal or affiliate;

bb. fail to maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity;

cc. have any obligation to indemnify its partners, officers, directors or members, as the case may be, or have such an obligation only if it is fully subordinated to the Loan to the Partnership and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Loan is insufficient to pay such obligation;

dd. fail, to the fullest extent permitted by law, to consider the interests of its creditors in connection with all actions;

ee. have any of its obligations guaranteed by any member, general partner, principal or affiliate.

4. This Article NINTH shall automatically expire and be of no force or effect at such time as the Loan is no longer outstanding."

5. The aforesaid Amendment was adopted on July 18, 2007, pursuant to a written statement and consent to corporate action executed by the sole shareholder and director of the Corporation and therefore the number of votes in favor of the amendment was sufficient for approval.

IN WITNESS WHEREOF, the Corporation, by the undersigned, has executed these Articles of Amendment to the Articles of Incorporation on the 18th day of July, 2007.

Peninsula Corporate Holdings, Inc.

By: 

Jamie A. Danburg, President