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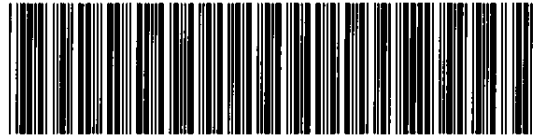
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Amend
G. Goulette APR 06 2007

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Centre - Southern, Inc.

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Date _____

Time _____

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____ Art of Inc. File _____
____ LTD Partnership File _____
____ Foreign Corp. File _____
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____ Certificate of Good Standing _____
____ Certificate of Status _____
____ Certificate of Fictitious Name _____
____ Corp Record Search _____
____ Officer Search _____
____ Fictitious Search _____
____ Fictitious Owner Search _____
____ Vehicle Search _____
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____ UCC 11 Search _____
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDMENT TO ARTICLES OF INCORPORATION
OF
CENTRE-SOUTHERN, INC.

PURSUANT to the provisions of the Florida Statutes, CENTRE-SOUTHERN, INC., a Florida corporation (the "Corporation") organized and existing under the laws of the State of Florida, hereby amends its Articles of Incorporation, by deleting the existing Article II and replacing it with the following revised version of ARTICLE II:

ARTICLE II. NATURE OF BUSINESS

a) Limited Purpose.

Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the corporation is to engage solely in the activity of acting as general partner of The Centre on Southern, LLLP., a Florida Limited Liability Limited Partnership, (the "Partnership"), whose own limited purpose is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the real property legally described on Exhibit A attached hereto ("the Property"). The corporation shall exercise all powers enumerated under the Corporate laws for the State of Florida as is necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

b) Certain Prohibited Activities.

Notwithstanding any provision hereof to the contrary and for so long as a mortgage lien exists on any portion of the Property, the following shall govern:

(i) The Corporation shall only incur or cause the Partnership to incur indebtedness in an amount necessary to acquire, operate and maintain the Property shall not and shall not cause the Partnership to incur, assume, or guaranty any other indebtedness.

(ii) The Corporation shall not and shall not cause the Partnership to consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Corporation or Partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer of the properties and assets of the Corporation or Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article II and (c) shall expressly assume the due and punctual performance of the Corporation's or Partnership's

obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Corporation or the Partnership and be continuing.

(iii) The Corporation shall not voluntarily commence a case with respect to itself or cause the Partnership to voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Board of Directors.

(iv) In the event the life of the Partnership is not continued or any other event of dissolution, the Corporation shall not cause the Partnership to liquidate the Property.

c) Indemnification.

Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Partnership or the Property, including, without limitation the first mortgage on the Property, and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

d) Separateness Covenants.

Notwithstanding any provision hereof to the contrary and for so long as a mortgage lien exists on any portion of the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth herein, the Corporation shall conduct its affairs in accordance with the following provisions:

(i) It shall not and shall not cause the Partnership to materially amend, modify or otherwise change its articles or certificate of incorporation, partnership certificate, bylaws, partnership agreement, or other formation agreement or document, as applicable, in any material term or manner, or in a manner which adversely affects the Corporation's or Partnership's existence as a single purpose entity.

(ii) It shall not liquidate or dissolve (or suffer any liquidation or dissolution), or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity.

(iii) It does not own and shall not own any asset other than its partnership interest in the Partnership.

(iv) It is not engaged and shall not engage, either directly or indirectly, in any business other than acting as corporate general partner of the Partnership.

(v) It shall not enter into any contract or agreement with any affiliate or partner of the Partnership, as applicable, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate.

(vi) It has not incurred and shall not incur, and shall not cause the Partnership to incur, any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the debt evidenced by the first mortgage lien on the Property, and (B) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property customarily satisfied within thirty (30) days and in an aggregate amount not to exceed the lesser of one percent (1.0%) of the existing principal balance of the note evidencing the debt secured by the Property or \$100,000.00, and no other debt will be secured (senior, subordinate or pari passu) by the Property.

(vii) It has not made and will not make any loan or advances to any third party.

(viii) It is and shall be solvent and pay its debts from its assets as the same shall become due.

(ix) It has done or caused to be done and will do all things necessary to preserve its existence, and will observe all formalities applicable to it.

(x) It will conduct and operate its business in its own name and as presently conducted and operated.

(xi) It will be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including, without limitation, the Partnership and any affiliate or partner of the Partnership).

(xii) It shall file its own tax returns.

(xiii) It shall 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.

(xiv) It has and shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of the Partnership, any affiliate or any other person.

(xv) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of the Partnership and any affiliate or it shall fairly and reasonably allocate any overhead for shared office space.

(xvi) It shall maintain separate corporate records, financial statements and books of account from those of the Partnership and any affiliate.

(xvii) It shall not commingle assets with those of the Partnership of any affiliate.

(xviii) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of the Partnership or any affiliate.

(xix) It shall not guarantee or become obligated for the debts of any other entity including the Partnership or any affiliate or hold out its credit as being available to satisfy the obligations of others.

(xx) It shall use stationery, invoices and checks separate from the Partnership or any affiliate.

(xxi) It shall not pledge its assets for the benefit of any other entity, including the Partnership or any affiliate.

For purpose of this Article II, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the parent including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the corporation, its parent or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this corporation, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

e) Voting.

Notwithstanding any provision hereof to the contrary, the following shall govern: When voting on matters concerning the Partnership, notwithstanding that the Partnership is not then insolvent, the Corporation shall take into account the interest of the Partnership's creditors, as well as those of its partners.

This Amendment to the Articles of Incorporation was unanimously adopted at meetings of the Board of Directors and by a unanimous vote of the Stockholders, at which all were voting on the 4~~th~~ day of April, 2007.

CENTRE-SOUTHERN, INC.

By: *[Signature]* Pres
RICHARD D. GERTZ

Attest: *[Signature]* Sec.
RICHARD D. GERTZ, JR.

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD D. GERTZ, as President and RICHARD D. GERTZ, JR. Secretary of CENTRE-SOUTHERN, INC., a Florida corporation, and by authority vested in them, they acknowledged before me that they executed this foregoing Amendment to Article of said corporation and acknowledged before purposes therein expressed.

IN WITNESS WHEREOF, I hereto set my hand and official seal this 4th day of April, 2007

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: MARK L. KRALL
My Commission No.: Commission # DD0215941
My Commission Exp.: Expires 6/26/2007
Bonded through
(800-432-4254) Florida Notary Assn., Inc.

EXHIBIT "A"

ALL OF "TRACT A" OF SOUTHERN PALM CROSSING, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 107, PAGES 185 THRU 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. CONTAINING 17.126 ACRES, MORE OR LESS.