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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐

PICK-UP

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WAIT

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MAIL

(Business Entity Name)

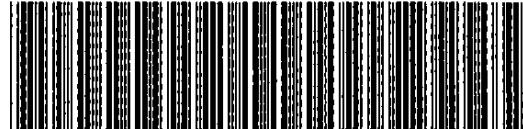
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Certified Copies \_\_\_\_\_

Certificates of Status \_\_\_\_\_

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*Amend*

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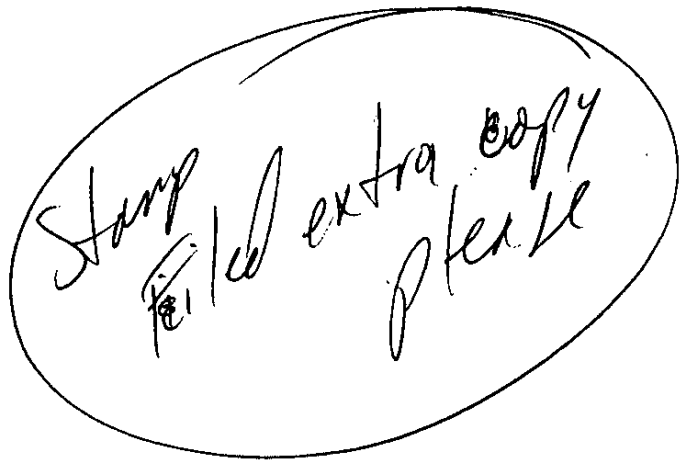
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06 NOV 17 AM 11:24  
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2006 NOV 17 PM 12:42  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*DR*  
*11/17/06*

## CAPITAL CONNECTION, INC.

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

*Plaza II-W-G., Inc.*



Signature \_\_\_\_\_

Requested by: *WL*

Name \_\_\_\_\_

Date *11/17*

Time *11:00*

Walk-In \_\_\_\_\_

Will Pick-Up \_\_\_\_\_

\_\_\_\_ Art of Inc. File \_\_\_\_\_

\_\_\_\_ LTD Partnership File \_\_\_\_\_

\_\_\_\_ Foreign Corp. File \_\_\_\_\_

\_\_\_\_ L.C. File \_\_\_\_\_

\_\_\_\_ Fictitious Name File \_\_\_\_\_

\_\_\_\_ Trade/Service Mark \_\_\_\_\_

\_\_\_\_ Merger File \_\_\_\_\_

\_\_\_\_ Art. of Amend. File \_\_\_\_\_

\_\_\_\_ RA Resignation \_\_\_\_\_

\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_

\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_

\_\_\_\_ Cert. Copy \_\_\_\_\_

\_\_\_\_ Photo Copy \_\_\_\_\_

\_\_\_\_ Certificate of Good Standing \_\_\_\_\_

\_\_\_\_ Certificate of Status \_\_\_\_\_

\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_

\_\_\_\_ Corp Record Search \_\_\_\_\_

\_\_\_\_ Officer Search \_\_\_\_\_

\_\_\_\_ Fictitious Search \_\_\_\_\_

\_\_\_\_ Fictitious Owner Search \_\_\_\_\_

\_\_\_\_ Vehicle Search \_\_\_\_\_

\_\_\_\_ Driving Record \_\_\_\_\_

\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_

\_\_\_\_ UCC 11 Search \_\_\_\_\_

\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_

\_\_\_\_ Courier \_\_\_\_\_

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2006 NOV 17 PM 12:42

AMENDMENT TO ARTICLES OF INCORPORATION  
OF  
PLAZA II -W.G., INC.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

PURSUANT to the provisions of the Florida Statutes, PLAZA II -W.G., INC., a Florida corporation (the "Corporation") organized and existing under the laws of the State of Florida, hereby files this Amendment to its Articles of Incorporation, thereby making the following changes:

A. ARTICLE II is hereby amended in its entirety as follows:

ARTICLE II. NATURE OF BUSINESS

a) Purpose.

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 a general partner of The Plaza II at Wellington Green, LLLP., a Florida limited liability limited partnership, (the "Partnership"), whose purpose is 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, the Corporation shall only incur or cause the Partnership to only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of Wachovia Bank, National Association, or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the Corporation shall not and shall not cause the Partnership to incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property and the partnership remains owner of the Property, the Corporation: (i) shall not and shall not cause the Partnership to dissolve or liquidate, (ii) 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 or transfer any of its beneficial interests to any entity, (iii) 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, and (iv) shall not materially amend the certificate of incorporation or by-laws of the Corporation or the Partnership agreement of the Partnership without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property."

c) Indemnification.

Notwithstanding any provision hereof to the contrary, any indemnification of the corporation's directors and officers shall be fully subordinated to any obligations respecting the partnership or the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Corporation or the Partnership in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

d) Separateness Covenants.

Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as the First Mortgage 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 in this certificate of incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain corporate records and books of account separate from those of its parent and any affiliate.
3. Its board of directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions.
4. It shall observe all corporate formalities.
5. It shall not commingle assets with those of its parent and any affiliate.
6. It shall conduct its own business in its own name.
7. It shall maintain financial statements separate from its parent and any affiliate.
8. It shall pay any liabilities out of its own funds, including salaries of any employees, not fund or its parent or any affiliate.
9. It shall maintain an arm's length relationship with its parent and any affiliate.
10. It shall not guarantee or become obligated for the debts of any other entity, including its parent or any affiliate, or hold out its credit as being available to satisfy the obligations of others.
11. It shall use stationery, invoices and checks separate from its parent and any affiliate.

12. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.

13. It shall hold itself out as any entity separate from its parent and any affiliate.

e) Definitions.

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

1. "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, its parent 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.

2. "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.

3. "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".


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 1st day of Nov., 2006.

PLAZA II -W.G., INC.

By:

  
RICHARD D. GERTZ

Attest:

  
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 PLAZA II - W.G, 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 1<sup>st</sup> day of Nov., 2006

Mark L. Krall  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
My Commission No. \_\_\_\_\_ Commission # DD0215941  
My Commission Expires \_\_\_\_\_ Expires 0/25/2007  
Bonded through  
(800-432-4254) Florida Notary Assn., Inc.

## EXHIBIT A

### Legal Description

#### **Plaza II at Wellington Green Wellington, Florida**

A portion of Tract "E", Wellington Green, a MUPD/PUD, according to the plat thereof as recorded in Plat Book 87, Pages 81 through 90 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said tract; thence South 49 degrees 13' 07" East, along the South line of said tract, a distance of 44.98 feet; thence North 40 degrees 46' 53" East, a distance of 20.00 feet to a point on the East line of a 12.00 foot water easement as shown on said plat and to the Point of Beginning of herein described parcel of land; thence North 42 degrees 51' 32" East, along said East line, a distance of 34.45 feet to a point on the Northeasterly line of said easement; thence North 47 degrees 08' 28" West, along said Northeasterly line, a distance of 10.02 feet to a point on the East line of 15.00 foot sewer easement as shown on said plat and to a point of intersection with a non-tangent curve, concave Northwesterly, having a radius of 1,040.00 feet, the radius point of said curve bears North 54 degrees 43' 29" West; thence Northeasterly, along East line and the arc of said curve through a central angle of 03 degrees 33' 37" a distance of 64.63 feet to a point on a Southerly line of a 12.00 foot water and sewer easement as recorded in Official Records book 17023, Page 72 of the Public Records of Palm Beach County, Florida, and a point of intersection with a non-tangent line; thence North 46 degrees 58' 00" East, along said Southerly line, a distance of 12.43 feet; thence South 60 degrees 22' 51" East, a distance of 17.37 feet; thence South 88 degrees 02' 00" East, a distance of 20.88 feet; thence South 01 degree 58' 01" West, a distance of 156.50 feet to a point on the North line of a 15.00 foot type "D" landscape buffer as shown on said plat and to a point of intersection with a non-tangent curve, concave Northeasterly, having a radius of 310.00 feet, the radius point of said curve bears North 29 degrees 43' 55" East; thence Northwesterly, along said North line through the following two courses and along the arc of said curve through a central angle of 11 degrees 02' 58", a distance of 59.78 feet, to a point of tangency; thence North 49 degrees 13' 07" West, a distance of 56.37 feet to the Point of Beginning.

Together with the easement for ingress, egress and drainage as described in and subject to the terms of that instrument entitled Easement, Maintenance and Cost-Sharing Agreement and Covenants, recorded January 7, 200 in Official Records Book 11551, Page 574 of the Public Records of Palm Beach County, Florida.

Together with non-exclusive easement rights established by and as described in and subject to the terms of that Reciprocal Easement and Sharing Agreement by and between The Plaza at Wellington Green, Ltd. and The Plaza II at Wellington Green, Ltd., with lender's consent, recorded February 17, 2005 in Official Records Book 18154, Page 834, of the Public Records of Palm Beach County, Florida.