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10/11/05

**ARTICLES OF AMENDMENT
OF ARTICLES OF INCORPORATION
FOR
PROCACCI WHARTON MANAGEMENT, INC.**

FILED
05 OCT 11 PM 1:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1006 and 607.1007, Florida Statutes, Procacci Wharton Management Inc. (the "Corporation") hereby amends the Articles of Incorporation of the Corporation according to the Articles of Amendment as follows:

FIRST:

The Amended Articles of Incorporation of the Corporation are attached hereto as Exhibit "A" and are incorporated herein by reference.

SECOND:

The Amended Articles of Incorporation contain an amendment to the Articles of Incorporation requiring shareholder approval.

THIRD:

The foregoing Amended Articles of Incorporation was approved by the shareholders of the Corporation and the number of votes cast for the Amended Articles of Incorporation by the shareholders was sufficient for approval.

The foregoing Amended Articles of Incorporation was approved by the Corporation's shareholders on September 30, 2005.

IN WITNESS WHEREOF the undersigned President of Procacci Wharton Management, Inc., has executed the foregoing Articles of Amendment of Articles of Incorporation this 30th day of September, 2005.

PROCACCI WHARTON MANAGEMENT, INC.


By: Philip J. Procacci, President

AMENDED ARTICLES OF INCORPORATION
OF
PROCACCI WHARTON MANAGEMENT, INC.

In compliance with the requirements of F.S. Chapter 607, the undersigned being a natural person, hereby adopts and files the following Amended Articles of Incorporation.

ARTICLE I

The name of the corporation shall be: PROCACCI WHARTON MANAGEMENT, INC. ("Corporation"). Its business shall be carried on in the State of Florida, in the United States of America, and elsewhere, as may be authorized by its Board of Directors and to the extent consistent with these Articles of Incorporation.

ARTICLE II

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 a general partner of Wharton Investment Group, Ltd., a Florida limited partnership ("Partnership"), whose purpose is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with that certain real property, together with all improvements thereon, identified and set forth on Exhibit "A" attached hereto (the "Property"). The Corporation shall exercise all powers enumerated in the General Corporation Laws of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

Notwithstanding any provision thereof to the contrary and for so long as a first mortgage lien ("First Mortgage") in favor of Wachovia Bank, National Association ("Wachovia") 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 and shall not cause the Partnership to incur, assume, or guaranty any other indebtedness.

(ii) The Corporation 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 in Article III 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.

The Corporation is authorized to undertake all necessary acts, and execute all necessary documents, of whatsoever nature or kind upon behalf of itself, and as general partner of the Partnership to effectuate and consummate transactions pursuant to Section 1031 of the Internal Revenue Code.

ARTICLE III

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 these Articles of Incorporation, 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), 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 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 in favor of Wachovia 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 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 loans 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 (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 or 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 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 stationary, 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 purposes of this Article III, the following terms shall have the following meanings:

"affiliate" means any person controlling, 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.

"parent" means, with respect to the 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.

ARTICLE IV

The maximum number of shares that the Corporation is authorized to have outstanding at any time shall be one thousand (1000) shares at no par value.

ARTICLE V

The street address of the principal office of this Corporation will be 5820 Coconut Creek Parkway, Margate, Florida 33063.

ARTICLE VI

The initial street address of the Corporation's registered office is 5820 Coconut Creek Parkway, Margate, Florida 33063. The initial registered agent for the Corporation at that address is Philip J. Procacci.

ARTICLE VII

The names and post office addresses of the first Board of Directors, who shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

NAME

ADDRESS

Philip J. Procacci

5820 Coconut Creek Parkway
Margate, Florida 33063

The maximum number of shares that the Corporation is authorized to have outstanding at any time shall be one thousand (1000) shares at no par value.

ARTICLE V

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The initial street address of the Corporation's registered office is 5820 Coconut Creek Parkway, Margate, Florida 33063. The initial registered agent for the Corporation at that address is Philip J. Procacci.

ARTICLE VII

The names and post office addresses of the first Board of Directors, who shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Philip J. Procacci.	5820 Coconut Creek Parkway Margate, Florida 33063

ARTICLE VIII

The name and street address of the person signing these Articles of Incorporation is Philip J. Procacci, 5820 Coconut Creek Parkway, Margate, Florida 33063.

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

ARTICLE IX


In pursuance of Chapter 48.091, Florida Statutes the following is submitted, in compliance with said Act:

First. PROCACCI WHARTON MANAGEMENT, INC., desiring to organize under the laws of the State of Florida with its registered office indicated in the Articles of Incorporation

ARTICLE XI

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."

30th IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of September, 2005.


Philip J. Procacci, Incorporator and Director

STATE OF FLORIDA :
: ss.
COUNTY OF BROWARD :

The foregoing instrument (Amended Articles of Incorporation for Procacci Wharton Management, Inc.) was acknowledged before me this 30 day of September, 2005, by Philip J. Procacci, who is personally known to me or who has produced as identification.

My commission expires:



Pat McNab
My Commission DD648818
Expires November 15, 2008


Signature of Acknowledger

PAT MCNAB
Typed/Printed Name of Acknowledger

Title or Rank

Serial Number, if any