

P06000074250

(Requestor's Name)

(Address)

JEFF SHERMAN
(813) 855-0700
OL PRODUCTS (JEFF)
3874 TAMPA RD
OLDSMAR FL 34677

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

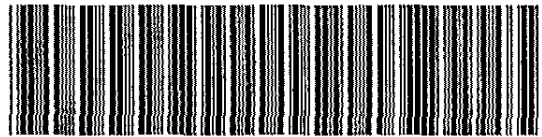
(Business Entity Name)

(Document Number)

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Amend

FILED
06 AUG 28 AM 8:18
CLERK OF STATE
TAMPA, FLORIDA

T. Roberts AUG 29 2006



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED
06 AUG 28 AM 8:00
DIVISION OF CORPORATIONS

August 21, 2006

JEFF SHERMAN
OL PRODUCTS (JEFF)
3874 TAMPA RD
OLDSMAR, FL 34677

SUBJECT: LUTZ HOLLYWOOD MANAGEMENT CORP.
Ref. Number: P06000074250

We have received your document for LUTZ HOLLYWOOD MANAGEMENT CORP. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

I am enclosing the proper form with instructions for your convenience per our telephone conversation on 8/21/06.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6892.

Tina Roberts
Document Specialist

Letter Number: 706A00051349

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Lutz Hollywood Management Corp.

DOCUMENT NUMBER: P.06000074250

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jell Sherman

(Name of Contact Person)

(Firm/ Company)

3874 Tampa Rd

(Address)

Oldham, FL 34677

(City/ State and Zip Code)

For further information concerning this matter, please call:

Jell Sherman

(Name of Contact Person)

at (813) 855-0700

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

already paid

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

FILED

06 AUG 28 AM 8:18

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Lutz Hollywood Management Corp.

(Name of corporation as currently filed with the Florida Dept. of State)

P 06 000074250

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (BE SPECIFIC)

Article III

The provision of Article III,
stating:

"The purpose for which this
corporation is organized is:

Any and All Lawful Business." is
being replaced by: (see attached)

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

(continued)

The date of each amendment(s) adoption: August 9, 2006

Effective date if applicable: _____
(no more than 90 days after amendment file date)


Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

- ☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature


(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Santo Carollo

(Typed or printed name of person signing)

President / Director

(Title of person signing)

FILING FEE: \$35

AMENDMENT TO
ARTICLES OF INCORPORATION
OF
LUTZ HOLLYWOOD MANAGEMENT CORP.

THIS AMENDMENT TO ARTICLES OF INCORPORATION OF LUTZ HOLLYWOOD MANAGEMENT CORP., a Florida corporation (this "Amendment") is made and entered into as of August 9, 2006.

The undersigned, being all the members of the board of directors of Lutz Hollywood Management Corp., a Florida corporation (the "Corporation"), hereby agree to modify and amend the Articles of Incorporation for the Corporation filed with the Florida Secretary of State on May 26, 2006.

For so long as any indebtedness exists under and pursuant to the Loan Documents (as defined below), the provisions of this Amendment shall apply as follows with regard to the Corporation, the managing member of Lutz Hollywood Properties, LLC, a Florida limited liability company (the "Borrower"):

1. Limited Purpose. The purpose of the Corporation is solely limited to the following activities:

(A) Serving as the managing member of the Borrower;

(B) Causing the Borrower to enter into a loan transaction (the "Loan") with Bank of America, N.A., its successors and assigns (the "Lender") evidenced by a Promissory Note and a Loan Agreement and secured by a mortgage or deed of trust (the "Security Instrument") on certain property commonly known as Kohl's - Lutz, Florida together with all tenant leases thereon, situated in Hillsborough County, Florida (the "Property") (collectively, and along with all other documentation required by the Lender in connection with the Loan, the "Loan Documents");

(C) Transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

2. Certain Actions Requiring Unanimous Vote. The unanimous vote of the Corporation's board of directors shall be required in order to take any of the following actions:

(A) File a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Corporation or the Borrower of their debts under any federal or state law relating to bankruptcy;

(B) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Borrower or a substantial portion of their properties;

(C) Make any assignment for the benefit of the Corporation's creditors or the Borrower's creditors;

(D) Take any action or cause the Borrower to take any action in furtherance of any of the foregoing.

3. Limitation on Indebtedness. The Corporation's ability to incur indebtedness (secured or unsecured, direct or contingent, including guaranteeing any obligation) other than the Loan shall be limited to:

(A) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred, and/or

(B) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the Property on commercially reasonable terms and conditions; provided, however, the aggregate amount of the indebtedness described in (A) and (B) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan.

4. Separateness Provisions. The Corporation shall not:

- (i) merge into or consolidate with any other entity, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (ii) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable laws of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;
- (iii) own any subsidiary, or make any investment in, any other entity;
- (iv) commingle its assets with the assets of any other entity;
- (v) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Loan, (B) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred, and/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the Property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan;

- (vi) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other entity; except that the Corporation's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an affiliate, provided that such consolidated financial statements contain a footnote indicating that the Corporation is a separate legal entity and that it maintains separate books and records;
- (vii) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of the Corporation, or any affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;
- (viii) maintain its assets in such a manner that it will be costly or difficult to segregate or ascertain or identify its individual assets from those of any other entity;
- (ix) assume or guaranty the debts of any other entity, hold itself out to be responsible for the debts of any other entity, or otherwise pledge its assets for the benefit of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;
- (x) make any loans or advances to any entity;
- (xi) fail to file its own tax returns or files a consolidated federal income tax return with any entity (unless prohibited or required, as the case may be, by applicable law);
- (xii) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;
- (xiii) 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;
- (xiv) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an affiliate) among the entities sharing such expenses and to use separate stationery, invoices and checks;
- (xv) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds; or
- (xvi) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.

5. Subordination of Indemnification Obligation. The Corporation's obligation, if any, to indemnify its directors and officers shall be fully subordinate to the Loan and to the Loan Documents, and shall not constitute a claim against the Corporation if cash flow in excess of amounts necessary to pay holders of the Loan Documents is insufficient to pay such obligations.

6. Consideration of the Interests of Creditors. The Corporation's directors and officers shall consider the interests of creditors in connection with any action subject to vote, notwithstanding that the Corporation may be rendered insolvent.

7. Withdrawal as SPE Member. Upon the Corporation's dissociation or withdrawal as a member of the Borrower or the bankruptcy, insolvency or liquidation of the Corporation, the Corporation shall cause the Borrower to (1) appoint a new special purpose bankruptcy remote entity satisfying the Lender's requirements (a "SPE") to serve as member, (2) if an opinion letter pertaining to such matters was required at closing of the Loan, deliver an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Borrower, the new SPE member, and its owners, and (3) obtain confirmation from the applicable rating agencies that the change in the SPE member will not result in a qualification, withdrawal or downgrade of any securities rating.

8. Prohibition on Amendment of Organizational Documents. The Corporation shall (i) observe all organizational formalities; (ii) preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation; (iii) comply with and not terminate its organizational documents; and (iv) not amend the provisions of this Amendment without the consent of the Lender.

Executed this 9th day of August, 2006.

DIRECTOR:

A handwritten signature in black ink, appearing to read 'Santo Carollo', written over a horizontal line.

Santo Carollo