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January 17, 2007

FLORIDA DEPARTMENT OF STATE

Division of Corporations

HC FLORIDA/NORTHERN GREENS, INC.
191 NORTH WACKER DRIVE STE 2500
CHICAGO, IL 60606

SUBJECT: HC FLORIDA/NORTHERN GREENS, INC.
REF: P06000129469

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**ARTICLES OF AMENDMENT OF THE
ARTICLES OF INCORPORATION OF
HC FLORIDA/NORTHERN GREENS, INC.**

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

1. The name of the corporation is HC Florida/Northern Greens, Inc. (the "Corporation"). Its Articles of Incorporation were originally filed with the Florida Secretary of State on October 10, 2006.

2. This Amendment of its Articles of Incorporation ("Amendment") is effective as of the date of closing of that certain loan from Principal Life Insurance Company (together with its successors and assigns, the "Lender") to the Corporation that is described in more detail in paragraph 4, A (i) below (the "Effective Date").

3. This Amendment was recommended to the sole shareholder of the Corporation by the Board of Directors and was adopted by the sole shareholder on January 12, 2007 and the number of votes cast for the amendment was sufficient for approval.

4. The Articles of Incorporation are hereby modified and amended to add the following provisions at the end thereof:

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 following activities:

(i) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with those certain parcels of real property, together with all improvements located at 8150 N. 61st Avenue, Glendale, Arizona (the "Premises"), to borrow up to \$20,800,000.00 (the "Loan Amount") from Principal Life Insurance Company (together with its successors and assigns, the "Lender"), to be evidenced by a secured promissory note, whereby the Corporation promises to pay to Lender the Loan Amount together with all accrued and unpaid interest thereon and all other obligations and liabilities due or to become due to Lender pursuant to the documents, instruments and agreements executed and delivered in connection with such loan (collectively, the "Loan Documents") and all other amounts, sums and expenses paid by or payable to Lender pursuant to all such documents (collectively, the "Indebtedness"), and remitting the entire amount of income from such property (less expenses, including the Indebtedness) to one or more organizations described in Section 501(c)(25) (C) of the Internal Revenue Code of 1986, as amended (the "Code") which are shareholders of the Corporation.

(ii) To exercise all corporate powers enumerated in the general corporation law of the state of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein; provided, however, no such powers shall be exercised in a manner inconsistent with the qualification of the Corporation as a title holding company under Section 501(c)(25) of the Code.

(iii) Notwithstanding anything to the contrary set forth in subparagraphs (i) and (ii) above, until the Indebtedness is paid in full, the Corporation will continue to (a) be organized solely for the purpose of owning the Premises, (b) not engage in any business unrelated to the ownership of the Premises, and (c) not have any assets other than those related to the Premises.

B. Certain Prohibited Activities. Notwithstanding anything contained herein to the contrary, until the Indebtedness is paid in full, the Corporation: (i) will not further amend its Articles of Incorporation or the Corporation's bylaws without first obtaining approval of the Lender, unless such amendment is required by federal tax authorities to permit the Corporation to qualify or continue to qualify as a title holding company under Section 501(c)(25 of the Code); (ii) will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, will not engage in, seek or consent to any asset sale or transfer of shareholder interests (but this provision shall not prevent a shareholder from being able to sell its stock in the Corporation in accordance with Article VII, paragraph (A) of the Articles of Incorporation as required by the Code); (iii) without the unanimous consent of all of the directors, will not with respect to itself or, if applicable, to any other corporation, limited partnership, general partnership, limited liability company, or trust (each, an "Entity") in which it has a direct or indirect legal or beneficial ownership interest (a) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (b) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such Entity or all or any portion of such Entity's properties; (c) make any assignment for the benefit of such Entity's creditors; or (d) take any action that might cause such Entity to become insolvent, (iv) will have no indebtedness other than the Indebtedness and commercially reasonable unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Premises which are paid within sixty (60) days of the date incurred, (v) will not assume or guarantee or become obligated for the debts of any other person or Entity or hold out its credit as being available to satisfy the obligations of any other person or Entity, except for the Indebtedness, (vi) will not pledge its assets for the benefit of any other person or Entity, and (vii) will not make loans to any person or Entity.

C. Indemnification. Notwithstanding anything contained herein to the contrary, any indemnification of the Corporation's directors and officers shall be fully subordinated to any obligations respecting the Premises (including, without limitation, the mortgage [it being agreed that the term "mortgage" shall be construed to mean "mortgage" or "deed of trust" or "deed to secure debt" or "trust deed" as the context so requires] securing the Indebtedness) and such indemnification shall not constitute a claim against the Corporation 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 anything contained herein to the contrary, in order to preserve and ensure its separate and distinct corporate identity, the Corporation, until the Indebtedness is paid in full (i) will not fail to correct any known misunderstanding regarding the separate identity of such Entity, (ii) will maintain its accounts, books and records separate from any other person or Entity, (iii) will maintain its books, records, resolutions and agreements as official records, (iv) will not commingle its funds or assets with those of any other person or Entity, (v) will hold its assets in its own name, (vi) will conduct its business in its name, (vii) will maintain its financial statements, accounting records and other Entity documents separate from any other person or Entity, (viii) will pay its own liabilities out of its own funds and assets, (ix) will observe all corporate formalities, (x) will maintain an arms-length relationship with any person or Entity directly or indirectly controlling, controlled by, or under common control with the Corporation or any person or Entity owning a material interest in the Corporation, either directly or indirectly (collectively, the "Affiliates"), (xi) will not acquire obligations or securities of its beneficial owners or shareholders (but this shall not be construed to prevent the Corporation from redeeming its own shares from a shareholder in accordance with Article VII (B) of the Articles of Incorporation), (xii) will allocate fairly and reasonably shared expenses, including, without limitation, shared office space and uses separate stationery, invoices and checks, (xiii) will hold itself out and identify itself as a separate and distinct Entity under its own name and not as a division or part of any other person or Entity, (xiv) will not identify its shareholders or any Affiliates as a division or part of it, (xv) will not enter into or be a party to, any transaction with its shareholders or its Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arms-length transaction with an unrelated third party, (xvi) will pay the salaries of its own employees from its own funds, and (xvii) will maintain adequate capital in light of its contemplated business operations.

3. Except to the extent that it would cause the Corporation to fail to qualify as, or to lose its status as, a title holding company under Section 501(c)(25) of the Code, the terms and conditions of this Amendment shall amend, supersede, replace, govern and control over any conflicting or inconsistent terms and conditions in the Articles of Incorporation, but, except as modified in this Amendment, all other terms and conditions of the Articles of Incorporation shall remain unmodified and in full force and effect and were fully ratified and reaffirmed by the shareholders and directors in adopting this Amendment. Unless otherwise defined in this Amendment, all capitalized terms shall have the same meanings as provided in the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned director has caused this Amendment to be duly executed and delivered as of the Effective Date.



Douglas W. Bennett, Director