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Florida Department of State

Division of Corporations
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CENTRE - 441, INC.

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Articles of Amendment
to
Articles of Incorporation
of

CENTRE - 441, INC.

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

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(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 VIII IS ADDED TO READ AS FOLLOWS:

ARTICLE VIII. Limitations on Power. (see attached Article VIII)

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(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)

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The date of each amendment(s) adoption: January 25, 2007

Effective date if applicable: above date of adoption
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- [x] 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)

MARC D. STANLEY
(Typed or printed name of person signing)

Vice President
(Title of person signing)

FILING FEE: $35

ATTACHMENT

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF CENTRE - 441, INC.

ARTICLE VIII. Limitations on Powers.

1. Limited Purpose. Notwithstanding any provision in these Articles of Incorporation 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 the general partner of THE CENTRE ON 441, LLLP, a Florida limited liability limited partnership (the "Partnership") whose purpose own limited purpose is to acquire from Daren Rubenfeld, as Trustee under the Trust Agreement dated October 23, 1997, for Southern Center Land Trust, a Florida land trust, certain parcels of real property, together with all improvements located thereon, in the City of Royal Palm Beach, State of Florida, commonly known as Southern Center (the "Property") and own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property. The Corporation shall exercise all powers enumerated in the Florida Business Corporation Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

2. Certain Prohibited Activities. Notwithstanding any provision in these Articles of Incorporation 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 and 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 these Articles of Incorporation and this Article VIII, 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.

(vi) 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.

3. Indemnification. Notwithstanding any provision in these Articles of Incorporation 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.

4. Separateness Covenants. Notwithstanding any provision in these Articles of Incorporation 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 any 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 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 is not engaged and shall not engage, either directly or indirectly, in any business other than acting as corporate general partner of the Partnership.

(iv) 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.

(v) 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.

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

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

(viii) 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.

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

(x) 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).

(xi) It shall file its own tax returns.

(xii) 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.

(xiii) 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.

(xiv) 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.

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

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

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

(xviii) 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.

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

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

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