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Subject: 00015076542

From: Ashley Smith

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PALM CROSSING PROPERTIES, INC.

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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
PALM CROSSING PROPERTIES, INC.**

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act (the "Act"), the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation (the "Articles"):

1. The name of the Corporation is Palm Crossing Properties, Inc. (the "Corporation").
2. The following amendment to the Articles of Incorporation was duly adopted on October 29, 2007 by the directors of the Corporation and by the shareholders of the Corporation on October 29, 2007 in the manner prescribed by Section 607.1003 of the Act.
3. The following Article is hereby added to the Corporation's Articles of Incorporation as a new Article VIII, as follows:

"ARTICLE VIII

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Corporation, and so long as any obligations secured by the property commonly known as Palm Crossing, Fort Lauderdale, Florida (the "Business Property") pursuant to that certain Loan Assumption Agreement by and between the SPG Palm Crossing LLC, a Florida limited liability company (the "Company"), the Corporation, Seagis Property Group LP, a Delaware limited partnership, Seagis GP LP, a Delaware limited partnership, Palm Crossing Development, LLC, a Florida limited liability company, Sam Jazayri, and Wells Fargo Bank, N.A., as trustee for the registered holders of Banc of America Commercial Mortgage Inc. Commercial Mortgage Pass-Through Certificates Series 2004-1 ("Lender") (the "Assumption Agreement") and the Loan Agreement (as defined in the Assumption Agreement) remain outstanding and not paid in full, the following provisions shall be operative and controlling:

Section 8.1 Single Purpose Entity/Separateness. Until the debt under the Assumption Agreement (the "Debt") has been paid in full, the Corporation covenants as follows:

- (a) The Corporation has not and will not:
 - (i) engage in any business or activity other than acting as the manager of the Company and owning an equity interest in the Company, and activities incidental thereto;
 - (ii) acquire or own any assets other than the Corporation's interest in the Company;

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(iii) merge into or consolidate with any Person (as hereinafter defined), 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;

(iv) fail to observe all applicable organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable legal requirements of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents to the extent that any such amendment, modification, termination or failure to comply will adversely affect the single purpose entity covenants set forth in this Section 8.1;

(v) own any subsidiary, or make any investment in, any Person;

(vi) commingle its assets with the assets of any other Person;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation);

(viii) 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 Person; 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 company is a separate legal entity and that it maintains separate books and records;

(ix) 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;

(x) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xi) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(xii) make any loans or advances to any Person, except for advances to Affiliates which have been made on an arm's length basis and which have been paid in full;

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(xiii) fail to file its own tax returns or file a consolidated federal income tax return with any Person (unless prohibited or required, as the case may be, by applicable legal requirements), provided that in the event that the Corporation is an ignored entity pursuant to the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder, the President of the Corporation shall file tax returns or a consolidated federal income tax return on behalf of the Corporation;

(xiv) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(xv) 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;

(xvi) without the written consent of 100% of the directors of the Corporation, (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws (as defined in the Loan Agreement), (b) seek or consent to the appointment of a receiver, liquidator or any similar official, (c) take any action that might cause such entity to become insolvent, or (d) make an assignment for the benefit of creditors;

(xvii) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an Affiliate) among the Persons sharing such expenses or to use separate stationery, invoices and checks;

(xviii) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds, except to the extent that such insolvency results from an Event of Default pursuant to the Assumption Agreement;

(xix) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable;

(xx) fail to maintain a sufficient number of employees in light of its contemplated business operations; or

(xxi) fail to cause the Company to comply in all respects with the provision of Section 6.1 of the Loan Agreement.

Section 8.2 Change of Name, Identity or Structure. Until the Debt has been paid in full, the Corporation covenants as follows: the Corporation shall not change or permit to be changed (a) the Corporation's name, (b) the Corporation's identity (including its trade name or names), (c) the Corporation's principal place of business set forth on the first page of this Agreement, (d) the corporate, partnership or other

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organizational structure of the Corporation, (e) the Corporation's state of organization, or (f) the Corporation's organizational identification number, without in each case notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in the Corporation's structure, without first obtaining the prior written consent of Lender, not to be unreasonably withheld. In addition, the Corporation shall not change or permit to be changed any organizational documents of the Corporation if such change would adversely impact the covenants set forth in Section 8.1 hereof. The Corporation shall execute and deliver to Lender, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement amendment required by Lender to establish or maintain the validity, perfection and priority of the security interest granted to Lender. If the Corporation does not now have an organization identification number and later obtains one, or if the organizational identification number assigned to the Corporation subsequently changes, the Corporation shall promptly notify Lender of such organizational identification number.

Section 8.3 Material Action.

(a) Neither the officers, shareholders, directors nor any other person shall be authorized or empowered, nor shall they permit the Corporation, without the prior written consent of all of the officers, shareholders, and directors of the Corporation, to take any Material Action (as hereinafter defined).

(b) To the fullest extent permitted by applicable law, neither the officers, shareholders, directors nor any other person shall be authorized or empowered, nor shall they permit the Corporation, without the prior written consent of the Lender, to take any Material Action Requiring Lender Consent (as hereinafter defined).

(c) Neither the officers, shareholders, directors nor any other person shall be authorized or empowered, nor shall they permit the Corporation, to amend, alter, change or repeal this Article 8 of this Agreement, without the prior written consent of the Lender.

(d) Except as permitted under the terms of the Loan Documents, no officers, shareholders, or directors shall transfer, or consent to the transfer of, the membership interests in the Corporation, directly, or indirectly, by operation of law or otherwise, without the prior written consent of the Lender.

(e) Any indemnification by the Corporation of any officer, shareholder, or director or other Person shall be fully subordinated to the Debt, and no indemnification payments shall be made (or shall represent a valid claim against the Corporation) unless, and only to the extent that, cash flow exceeds any and all obligations then due under the Loan Documents.

(f) All property owned by the Corporation shall be owned by the Corporation as an entity and, insofar as permitted by applicable law, no officers, shareholders, or directors shall have any ownership interest in any Corporation property in its individual name or right.

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(g) The bankruptcy of an officer, shareholder, or director shall not cause such officer, shareholder, or director to cease to be a member of the Corporation and upon the occurrence of such an event, the Corporation shall continue without dissolution. Each of the officers, shareholders, and directors waive any right they might have to agree in writing to dissolve the Corporation upon the bankruptcy of an officer, shareholder, or director, or the occurrence of an event that causes a officer, shareholder, or director to cease to be a member of the Corporation.

(h) The Corporation and its officers, shareholders, and directors specifically acknowledge and agree that in consenting to the assumption of the Debt by the Corporation, Lender is specifically relying upon the terms, conditions and other provisions of this Article 8. The Corporation and its officers, shareholders, and directors acknowledge and agree that Lender shall have the right to specifically enforce any and all of the provisions set forth in this Article 8.

Section 8.4. Business and Operations. The Corporation will qualify to do business and will remain in good standing under the laws of the State of Florida as and to the extent the same are required for the ownership, maintenance, management and operation of the Business Property.

Section 8.5 Definitions. For purposes of this Article VIII, the following definitions shall apply:

(a) "Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person.

(b) "Loan Documents" shall have the meaning ascribed to such term in the Loan Assumption Agreement.

(c) "Material Action" means to consolidate or merge the Corporation with or into any Person, or sell all or substantially all of the assets of the Corporation, or to institute proceedings to have the Corporation be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation or file a petition seeking, or consent to, reorganization or relief with respect to the Corporation under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property, or make any assignment for the benefit of creditors of the Corporation, or admit in writing the Corporation's inability to pay its debts generally as they become due, or take action in furtherance of any such action, or, to the fullest extent permitted by law, dissolve or liquidate the Corporation.

(d) "Material Action Requiring Lender Consent" means to consolidate or merge the Corporation with or into any Person, or sell all or substantially all of the assets of the Corporation, or, to the fullest extent permitted by law, dissolve or liquidate the Corporation, or take action in furtherance of any of the foregoing.

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(e) "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, or other organization, whether or not a legal entity, and any governmental authority, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing."

4. The number of votes cast in favor of this amendment by the shareholders was sufficient for approval.

5. Except as hereby amended, the Articles of Incorporation of the Corporation shall remain unchanged.

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NOW THEREFORE, the undersigned has executed these Articles of Amendment to Articles of Incorporation of **PALM CROSSING PROPERTIES, INC.** effective this 29th day of October, 2007.

PALM CROSSING PROPERTIES, INC.

By: 
Name: John Begier
Title: President

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