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Division of Corporations

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S&F CITI CENTRE MANAGER, INC.**

Certificate of Status	0
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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
S&F CITI CENTRE MANAGER, INC.**

(DOCUMENT NO. P08000029344)

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Pursuant to the provisions of Section 607.1006, Florida Statutes, S&F Citi Centre Manager, Inc., a Florida corporation (the "Corporation"), adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The following is hereby added as Article XII of the Corporation's Articles of Incorporation:

"ARTICLE XII. SPE PROVISIONS

Reference is made to that certain Loan Agreement between the Lender and the Company dated July 24, 2013 (the "Loan Agreement"). Capitalized terms used in this Article XII and not otherwise defined shall have the meanings set forth in the Loan Agreement. Notwithstanding anything in these Articles of Incorporation or the Corporation's Bylaws to the contrary, for so long as the indebtedness (the "Loan") of Winter Haven Citi Centre, LLC, a Florida limited liability company ("Borrower"), to Morgan Stanley Mortgage Capital Holdings LLC ("Senior Lender") pursuant to the Loan Agreement remains outstanding, the Corporation will ensure that Borrower:

(a) Will not own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property.

(b) Will not engage in any business other than the ownership, management, operation and financing of the Property and will conduct and operate its business as presently conducted and operated.

(c) Will not enter into any contract or agreement with any Affiliate of Borrower, any constituent party of Borrower or any Affiliate of any constituent party, 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 any such party.

(d) Will not incur any Indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Debt, (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 paid on or prior to

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such date, and/or (C) Permitted Equipment Leases; provided however, the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time two percent (2%) of the outstanding principal amount of the Debt.

(e) Will not make any loans or advances to any third party (including any Affiliate or constituent party), and shall not acquire obligations or securities of its Affiliates.

(f) Will remain solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due; provided, that, in each such case, there exists sufficient cash flow from the Property to do so.

(g) Will do or cause to be done all things necessary to observe organizational formalities and preserve its existence, and will not, nor will permit any constituent party to amend, modify, terminate or otherwise change the partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents of Borrower or any constituent party without the prior written consent of Lender.

(h) Will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party. Borrower's assets will not be listed as assets on the financial statement of any other Person; provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Borrower and such Affiliates and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person and (ii) such assets shall be listed on Borrower's own separate balance sheet. Borrower will file its own tax returns (to the extent Borrower is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. Borrower will maintain its books, records, resolutions and agreements as official records.

(i) Will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Borrower or any constituent party of Borrower), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(j) Will 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 (provided that there exists sufficient cash flow from the Property to do so).

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(k) Will not seek or effect the liquidation, dissolution, winding up, liquidation, consolidation or merger, in whole or in part, of Borrower.

(l) Will not commingle the funds and other assets of Borrower with those of any Affiliate or constituent party or any other Person, and will hold all of its assets in its own name.

(m) Will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person.

(n) Will not guarantee or become obligated for the debts of any other Person and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person.

(o) Will comply with or cause the compliance with (i) all the representations, warranties and covenants in this Section 24, and (ii) all the organizational documents of the Borrower and any SPC Party.

(p) Will not permit any Affiliate or constituent party independent access to its bank accounts.

(q) Shall pay from its own funds its own liabilities and expenses, including all Property-related expenses and the salaries of its own employees (if any) from its own funds and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations.

(r) Shall compensate each of its consultants and agents from its funds for services provided to it, and shall pay from its own assets all obligations of any kind incurred."

SECOND: Except as hereby expressly amended, the Articles of Incorporation of the Corporation shall remain the same.

THIRD: The foregoing amendment was approved by the shareholders of the Corporation on July 24, 2013 by written consent in accordance with Section 607.0704, Florida Statutes. There were no voting groups entitled to vote separately on the amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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**[SIGNATURE PAGE TO ARTICLES OF AMENDMENT TO ARTICLES OF
INCORPORATION OF S&F CITI CENTRE MANAGER, INC.]**

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be signed by a duly authorized officer of the Corporation on July 24, 2013.

S&F CITI CENTRE MANAGER, INC.,
a Florida corporation

By: 
Robert J. Schmier, President

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