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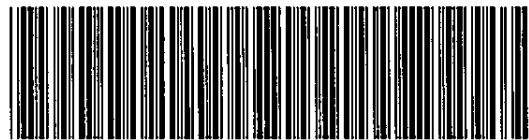
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TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: TJAC Fountains, Inc.

DOCUMENT NUMBER: P14000076466

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

Please return all correspondence concerning this matter to the following:

Christina Lucht, FRP

Name of Contact Person

Loren Law Firm

Firm/ Company

7111 Fairway Drive, Suite 302

Address

Palm Beach Gardens, FL 33418

City/ State and Zip Code

clucht@lorenlawfirm.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Christina Lucht, FRP at (561) 615-5701
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

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| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
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Certified Copy
(Additional copy is
enclosed) | <input checked="" type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed) |
|--|--|---|---|

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

TJAC FOUNTAINS, INC.

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

ARTICLE I

The name of the corporation ("Corporation") is: **TJAC Fountains, Inc.**

ARTICLE II

The existence of the corporation shall be perpetual and shall begin on the date that the articles of incorporation were filed with the Florida Department of State.

ARTICLE III

The street address of the principal office of the Corporation is: 7000-7700 W. Camino Real, Boca Raton, Florida 33433. The mailing address of the Corporation is: 6901 SW 18th Street, Suite E105, Boca Raton, Florida 33433.

ARTICLE IV

The maximum number of shares this Corporation is authorized to issue is 1,000, all of which shall be Common Shares, with a par value of \$.01 per share. All Common Shares shall be identical with each other in every respect and the holders thereof shall be entitled to one vote for each share on all matters on which shareholders have the right to vote.

ARTICLE V

The initial street address of the Corporation's registered office is: 7111 Fairway Drive, Suite 302, Palm Beach Gardens, Florida 33418. The initial registered agent for the Corporation at that address is Bruce E. Loren, Esq.

ARTICLE VI

Notwithstanding any other provision of these Articles of Amendment to Articles of Incorporation, any other organizational documents or any provisions of law that empowers Corporation, the following provisions of this Article shall be operative and controlling so long as the Loan (as defined below) by the Lender (as defined below) to the Borrower (as defined below) is outstanding:

Purpose. The sole purpose of the Corporation is to own an ownership interest in, and act

as the manager of, TJAC Boca, LLC, a Florida limited liability company (the "**Manager**"), together with such other activities as may be necessary or advisable in connection therewith. The Corporation shall not engage in any business, and it shall have no purpose, unrelated to acting as the manager of Manager and/or otherwise in furtherance of the limited purposes of the Corporation.

Authority. The Corporation shall have no authority to perform any act in violation of any (a) applicable laws or regulations or (b) any Loan Documents.

Single Purpose Requirements. The Corporation shall at all times observe the applicable legal requirements for the recognition of the Corporation as a legal entity separate from any other Person and shall cause the Manager to observe the applicable legal requirements for the recognition of the Manager as a legal entity separate from any its members or affiliates of same.

(a) At all times prior to, on and after the date hereof, the Corporation:

(i) was, is and will be organized solely for the purpose of owning an interest in and acting as the manager of Manager;

(ii) has not been, is not, and will not be engaged, in any business unrelated to acting as the manager of Manager;

(iii) has not had, does not have, and will not have, any assets other than the membership interest in the Manager;

(iv) has not entered and will not enter into any contract or agreement with any Affiliate of Borrower, Manager or Corporation, any constituent party of Borrower, Manager or Corporation 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;

(v) has not made and will not make any loans or advances to any third party (including any Affiliate or constituent party), and has not and shall not acquire obligations or securities of its Affiliates;

(vi) is and will remain solvent and Corporation will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(vii) has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and Corporation will not, nor will Corporation permit Borrower to, (a) terminate or fail to comply with the provisions of its organizational documents, or (b) unless (A) Lender has consented and (B) following a Securitization of the Loan, the applicable Rating Agencies have issued a Rating Agency Confirmation in connection therewith, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents;

(viii) has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. Corporation's assets will not be listed as assets on the financial statement of any other Person. Corporation will file its own tax returns (to the extent Corporation is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. Corporation has maintained and shall maintain its books, records, resolutions and agreements as official records;

(ix) has been, 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 Corporation or any constituent party of Corporation), 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;

(x) has maintained and 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;

(xi) will not seek or effect the liquidation, dissolution, winding up, consolidation, asset sale, or merger, in whole or in part, of Corporation, Manager or Borrower;

(xii) has not and will not commingle the funds and other assets of Corporation with those of any Affiliate or constituent party or any other Person, and has held and will hold all of its assets in its own name;

(xiii) has and 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;

(xiv) has not and will not assume or guarantee or become obligated for the debts of any other Person and does not 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;

(xv) will cause Manager to cause Borrower to comply with each of the representations, warranties, and covenants contained in the Loan Agreement and the related covenants in Manager's and Borrower's organizational documents;

(xvi) will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than unsecured trade payables incurred in the ordinary course of business related to the ownership of an interest in the Manager that (A) do not exceed at any one time \$10,000.00, and (B) are paid within thirty (30) days after the date incurred;

(xvii) will, at all times, cause there to be at least one (1) duly appointed Independent Director on the Board of Directors;

(xviii) will not permit any Affiliate or constituent party independent access to its bank accounts;

(xix) has paid and shall pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations;

(xx) has compensated and shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred;

(xxi) has not, and without the unanimous consent of all of its directors or members (including all Independent Directors), as applicable, will not (i) 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, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee,

sequestrator, custodian or any similar official for such entity or for all or any portion of Corporation's, Manager's or Borrower's properties, (iii) make any assignment for the benefit of Corporation's, Manager's or Borrower's creditors, or (iv) take any action that might cause Corporation, Manager or Borrower to become insolvent;

(xxii) has maintained and will maintain an arm's-length relationship with its Affiliates;

(xxiii) has allocated and will allocate fairly and reasonably shared expenses, including shared office space;

(xxiv) has not pledged and will not pledge its assets for the benefit of any other Person;

(xxv) has no and will have no obligation to indemnify its officers, directors or members, as the case may be, or has such an obligation that is fully subordinated to the Debt and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;

(xxvi) will consider the interests of its creditors and those of the Manager and Borrower in connection with all corporate actions;

(xxvii) shall consider the interests of its creditors and those of the Manager and Borrower in connection with all corporate actions;

(xxviii) does not and will not have any of its obligations guaranteed by any Affiliate;

(xxix) has complied and will comply with all of the terms and provisions contained in its organizational documents and cause statements of facts contained in its organizational documents to be and to remain true and correct; and

(xxx) has not permitted and shall not permit any Affiliate or constituent party independent access to its bank accounts except as permitted under the Loan Documents.

(b) Failure of the Corporation to comply with the foregoing covenants or other covenants contained in the Articles of Incorporation shall not affect the status of the Corporation as a separate legal entity.

ARTICLE VII

Independent Director. Without limiting anything to the foregoing contained herein:

(a) the board of directors of the Corporation shall not take any action which, under the terms of any certificate of incorporation, by-laws or any voting trust agreement with respect to any common stock, requires a unanimous vote of the board of directors of such Corporation unless at the time of such action there shall be at least one member of the board of directors who is an Independent Director (and such Independent Director has participated in such vote).

(b) will not without the unanimous written consent of its board of directors, including the Independent Director, on behalf of itself, the Manager or Borrower (i) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, (ii) seek or consent to the appointment of a receiver, liquidator or any similar official, (iii) take any action that might cause such entity to become insolvent, or (iv) make an assignment for the benefit of creditors.

(c) to the fullest extent permitted by law, the Independent Director shall consider only the interests of Corporation, including the Lender and its other creditors, and not the interests of any member of Corporation, any shareholder of Corporation, or any other direct or indirect beneficial owner of Corporation, in acting or otherwise voting on the matters referred to in clause (b) above of this Article VII.

(d) no resignation or removal of any Independent Director, and no appointment of any successor Independent Director, shall be effective until Lender shall have consented in writing to such appointment (which consent shall be deemed given if the successor Independent Director is provided by a nationally recognized professional services provider and otherwise shall not be unreasonably withheld, conditioned or delayed), provided, however, that no Independent Director shall resign or be removed, and no successor Independent Director shall be appointed, without in each case at least fifteen (15) day's prior written notice to the Lender.

(e) the Independent Director will consider the interests of Manager's and Borrower's creditors in connection with all corporate actions.

ARTICLE VIII

Definitions: For purposes hereof, the following terms shall have the following meanings:

(a) **Affiliate:** shall mean, as to any Person, any other Person that (i) owns directly or indirectly twenty percent (20%) or more of all equity interests in such Person, (ii) is in control of, is controlled by or is under common ownership or control with such Person, (iii) is a director or executive officer of such Person or of an Affiliate of such Person and/or (iv) is the spouse, issue or parent of such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise.

(b) **Borrower:** shall mean Boca Medical Plaza, LLC, a Florida limited liability company

(c) **Control, Controlled, or Controlling:** shall mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise.

(d) **Debt:** shall have the meaning ascribed to such term in the Loan Agreement.

(e) **Independent Director:** shall mean a Person (1) who shall be a natural person who is (A) provided by a nationally recognized professional service company or (B) approved in writing by Lender (which consent shall not be unreasonably withheld, conditioned or delayed); and (2) who shall not have been at the time of such individual's appointment or at any time while serving as an Independent Director, and may not have been at any time during the preceding five (5) years (A) a stockholder, director (other than as an Independent Director), officer, employee, partner, attorney or counsel of Borrower, Manager, Corporation or any Affiliate of any of them, (B) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with a Corporation, Manager, Borrower or any Affiliate of any of them, (C) a Person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other Person, (D) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person, (E) or otherwise affiliated with Corporation, Manager, Borrower, any guarantor or any stockholder, director, officer, employee, partner, attorney or counsel of Corporation, Manager, Borrower or any guarantor.

As used in this definition, the term "nationally recognized professional service company" shall mean Corporation Services Company, CT Corporation, Stewart Management Corporation, National Registered Agents, Inc. and Independent Director Services, Inc.

(f) **Lender**: means **CITIGROUP GLOBAL MARKETS REALTY CORP.**, together with its successors and assigns.

(g) **Loan**: means that certain loan made or to be made by Lender to the Borrower.

(h) **Loan Agreement**: means that certain Loan Agreement to be entered into by and between the Borrower and the Lender, as the same may be amended, modified, supplemented, or restated, from time to time.

(i) **Loan Documents**: shall have the meaning ascribed to such term in the Loan Agreement.

(j) **Manager**: shall have the meaning ascribed to such term in Article VI hereof.

(k) **Person**: shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any Governmental Authority, and any fiduciary acting in such capacity on behalf of any of the foregoing.

(l) **Property**: shall mean, collectively, 7000, 7100, 7200, 7300, 7400, 7600 and 7700 Camino Real, Boca Raton, Florida 33434.

(m) **Rating Agencies**: shall have the meaning ascribed to such term in the Loan Agreement.

(n) **Securitization**: shall have the meaning ascribed to such term in the Loan Agreement.

ARTICLE IX

The Corporation's officers/directors shall be amended as follows:

Zvi Schwarzman President/Director
7355 Mandarin Drive
Boca Raton, Florida 33433

Mark Greene, Vice President/Director
66 Calle Washington
San Juan, Puerto Rico 00907

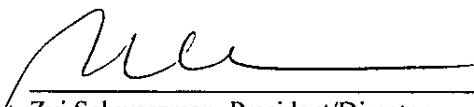
Ricardo Beausoleil, Independent Director
c/o CT Corporation
1209 Orange Street
Wilmington, DE 19801

Adoption of Amendments

The amendments were adopted by the board of directors without shareholder action and

shareholder action was not required.

Dated: October 6, 2014.



Zvi Schwarzman, President/Director