

P940000001563

ATTORNEYS' TITLE

Requestor's Name
660 E. Jefferson St.
Address
Tallahassee, FL 32301 850-222-2785
City/St/Zip Phone #

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1- LMW GROUP, INC. 94-1563 700002822437--3
-03/30/99--01001--024
*****52.50 *****52.50
- 2-
- 3- Amended
- 4-

☒ Walk-in ☐ Pick-up time ASAP ☒ Certified Copy (2 cc's)
☐ Mail-out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED
99 MAR 29 PM 2:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Examiner's Initials MDR
3/30/99

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
LMW GROUP, INC.

FILED
99 MAR 29 PM 2:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment adopted:

ARTICLE III. PURPOSE, is hereby amended in its entirety to modify or amend said section or Article to be as follows:

- a. "The purpose for which the Corporation is organized is to operate, manage, improve, rebuild, repair, rent, lease, own, acquire, sell, assign, mortgage, hypothecate, and otherwise deal in direct interests, partnership interests, stockholder interests and joint venture interests which represent shares in such property and to build, rebuild or contract for the building or rebuilding of buildings and other structures on such property, with said property consisting of and being limited to the following:

A 48 unit residential rental complex comprised of individual apartment unit addresses of 3550- 3780 NW 91st. Lane, Sunrise, Florida 33351, as well as items of incidental personal property necessary for the ownership, operation or maintenance of the subject Apartment Complex, with said real property upon which the "Apartment Complex", is located and situate upon being described as follows:

Lots 35 through 68, inclusive, Block 1. VILLA DEL SOL, according to the Plat thereof, as recorded in Plat Book 81, page 19 of the Public Records of Broward County, Florida; and

which property is comprised of an apartment complex having individual apartment unit addresses of 3550-3780 NW 91st. Lane, Sunrise, Florida 33351, and which will be referred to as the "Mortgaged Property",

- b. That in connection with the foregoing the following additional limitations are hereby set forth:

1. That the Corporation will not own any asset or property other than (i), the "Mortgaged Property" and (ii) incidental personal property necessary for the ownership or operation of

the Mortgaged Property".

2. The corporation will not engage in any business other than the ownership, management and operation of the Mortgaged Property and the corporation will conduct and operate its business as presently conducted and operated.

3. The corporation will not enter into any contract or agreement with any affiliate of the corporation, any constituent party of the corporation, any guarantor of any obligation of the corporation (the "Guarantor") or any affiliate of any constituent party or Guarantor, except upon terms that are intrinsically fair and substantially similar to those that would be available to on an arms-length basis with third parties other than any such party.

4. That exclusive of any previous loans or mortgages that the corporation obtained, as specified as a requirement for clearance under Schedule B-1 of Attorneys' Title Insurance Fund, Inc., Commitment No. C-2703804 and which are being paid off and satisfied at or about the same time as the filing of the within Articles of Amendment, the corporation has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than the (1) the loan in the amount of \$2,100,000.00 from HSA/Wexford Bancgroup, L.L.C. secured by a lien on the Mortgage Property (the "Debt" or the "Wexford Mortgage"), (ii) trade and operational debt incurred in the ordinary course of business with trade creditors in amounts as are normal and reasonable under the circumstances, provided that such debt (a) is paid within forty five (45) days of the date that it is incurred, (b) does not exceed three (3) percent (3%) of the outstanding principal balance due under the Debt, and (c) is not evidenced by a note, and (iii) debt incurred in the financing of equipment used at the Mortgaged Property (the "Equipment"). No indebtedness other than the Debt may be secured (subordinate or pari passu) by the Mortgaged Property, while the Wexford Mortgage is still outstanding.

5. The corporation has not made and will not make any loans or advances to any third party (including and affiliate or constituted party, any Guarantor or any affiliate of any constituent party or Guarantor), and shall not acquire obligations or securities of any affiliates or any constituent party.

6. The corporation is and will remain solvent and the corporation will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

7. The corporation has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and the corporation will not, nor will the corporation permit any constituent party or Guarantor to amend, modify or otherwise change the Articles of Incorporation and By-Laws or other organization documents of the corporation or such constituent party or Guarantor without the prior written consent of HSA/Wexford Bancgroup, L.L.C., its successors and/or assigns, while said Debt is still outstanding.

8. The corporation will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party and the corporation will file or have filed its own tax returns. The corporation shall maintain its books, records, resolutions and agreements as official records.

9. The corporation 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 the corporation, any constituent party of the corporation, any Guarantor or any affiliate of any constituent party or Guarantor), 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 telephone number and separate stationery, invoices and checks.

10. The corporation will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of the contemplated business operations.

11. Neither the corporation nor any constituent party will seek the dissolution, winding up, liquidation, consolidation or merger in whole or in, of the company, while the Wexford Mortgage is still outstanding.

12. The corporation will not commingle the funds and other assets of the corporation with those of any affiliate or constituent party, any Guarantor, or any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party of Guarantor, or any other person.

13. The corporation 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, any Guarantor, or any affiliate of any constituent party or Guarantor, or any other person.

14. The corporation does not and will not hold itself out to

be responsible for the debts or obligations of any other person.

SECOND. The foregoing amendment was duly adopted by all shareholders and Directors of the corporation on the 15th day of March, 1999.

THIRD. The amendment was approved by the shareholders. The number of votes cast for the amendment was sufficient for approval.

Signed this 15th day of March, 1999.

Walter K. McBride
WALTER K. McBRIDE, as President

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County aforesaid, personally appeared WALTER K. McBRIDE, who is personally known to me or who has produced _____, as identification who executed the foregoing Articles of Amendment to Articles of Incorporation, and that he acknowledged before me that he executed the same. on March 15, 1999.

Kenneth M. Meyer
Notary Public, State of Florida
Printed Name of Notary



Kenneth M. Meyer
MY COMMISSION # CG656951 EXPIRES
July 23, 2001
BONDED THRU TROY FAIR INSURANCE, INC.