

P95000004777



ACCOUNT NO. : 072100000032

REFERENCE : 689983 87972A

AUTHORIZATION : Patricia Pizito

COST LIMIT : \$ 87.50

ORDER DATE : February 2, 1998

ORDER TIME : 10:31 AM

ORDER NO. : 689983-005

CUSTOMER NO: 87972A

600002418376--0

CUSTOMER: Mr. David Kahan  
Navon Kopelman & Odonnell,  
Suite B 100  
2699 Stirling Road  
Ft. Lauderdale, FL 33312

DOMESTIC AMENDMENT FILING

NAME: SHOPS OF WESTON ROAD, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Brenda Phillips

EXAMINER'S INITIALS:

FILED  
98/FEB-2 PM 4:13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
2/3  
Amend  
J.C.  
DIVISION OF CORPORATION  
98/FEB-2 PM 12:21  
RECEIVED

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
SHOPS OF WESTON ROAD, INC.

**FILED**  
98 FEB -2 PM 4: 13  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Articles of Incorporation of **SHOPS OF WESTON ROAD, INC.**, a Florida corporation ("Corporation"), filed with the Department of State on January 17, 1995, Charter Number P95000004777, be, and they hereby are, amended as shown below:

The following Article VI is hereby added to the Articles of Incorporation of this Corporation as follows:    

ARTICLE VI

**SPECIAL PURPOSE NATURE OF CORPORATION**

The Corporation has not and shall not:

(i)     engage in any business or activity other than the ownership, operation and maintenance of that certain real property located and being situate in Broward County, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Property"), and activities incidental thereto;

(ii)    acquire or own any material assets other than (A) the Property, and (B) such incidental personal property as may be necessary for the operation of the Property;

(iii)   merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets (except for the sale of that certain property demised under lease dated June 30, 1996, as amended, by and between the Corporation and Wendy's of N.E. Florida, Inc. and evidenced by Memorandum of Lease recorded in Official Records Book 26950, Page 248, of the Public Records of Broward County, Florida) or change its legal structure, without in each case obtaining the consent of GMAC Commercial Mortgage Corporation, a California corporation, its successors or assigns ("Lender");

(iv)    fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the State of Florida, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Corporation's Articles of

Incorporation and other organizational documents, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of the Corporation to perform its obligations under that certain loan ("Loan") from Lender to the Corporation in the original principal amount of \$3,000,000.00.

(v) own any subsidiary or make investment in, any person or entity without the consent of Lender;

(vi) commingle its assets with the assets of any of its shareholders, affiliates, principals or of any other person or entity;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan and trade payables incurred in the ordinary course of business, provided same are paid when due;

(viii) fail to maintain its records, books of account and bank accounts separate and apart from those of the shareholders, principals and affiliates of the Corporation, and any other person or entity;

(ix) enter into any contract or agreement with any shareholder, principal or affiliate of the Corporation, or any general partner, member, principal or affiliate thereof, 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 shareholder, principal or affiliate of the Corporation or any general partner, member, principal or affiliate thereof;

(x) seek the dissolution or winding up in whole, or in part, of the Corporation;

(xi) 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 shareholder, principal or affiliate of the Corporation or any general partner, member, shareholder, principal or affiliate thereof or any other person;

(xii) hold itself out to be responsible for the debts of another person;

(xiii) make any loans or advances to any third party, including any shareholder, principal or affiliate of the Corporation, or any general partner, principal or affiliate thereof;

(xiv) fail to file its own tax returns;

(xv) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest

that the Corporation is responsible for the debts of any third party (including any shareholder, principal or affiliate of the Corporation, or any general partner, principal or affiliate thereof);

(xvi) 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; or

(xvii) 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, or make an assignment for the benefit of creditors.

The following Article VII is hereby added to the Articles of Incorporation of this Corporation as follows:

## ARTICLE VII

### EXISTENCE OF THE CORPORATION

The existence of the Corporation shall be perpetual, and in any event, not less than the term of any indebtedness secured by a mortgage to which the Corporation may ever be a party to, including, without limitation, the Loan.

The foregoing amendment was adopted by a Joint Corporate Action of all the Shareholders and

all the Directors of this Corporation, effective as of January 30, 1998.

IN WITNESS WHEREOF, the undersigned, being the President of this Corporation, has adopted and executed these Articles of Amendment as of January 30, 1998.

By: Alan H. Gross  
Alan H. Gross, President

**PARCEL 1:**

A PORTION OF LOT 2, BLOCK 4, PARK OF COMMERCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 25°05'00" WEST, ALONG THE WEST BOUNDARY OF SAID LOT 2, A DISTANCE OF 348.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 25°05'00" WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 377.06 FEET; THENCE SOUTH 64°53'45" EAST A DISTANCE OF 277.47 FEET; THENCE SOUTH 81°59'08" EAST A DISTANCE OF 51.26 FEET; THENCE NORTH 25°05'00" EAST A DISTANCE OF 340.70 FEET; THENCE NORTH 64°55'00" WEST A DISTANCE OF 61.53 FEET; THENCE NORTH 25°05'00" EAST A DISTANCE OF 34.95 FEET; THENCE NORTH 64°55'00" WEST A DISTANCE OF 186.97 FEET; THENCE SOUTH 25°05'00" WEST A DISTANCE OF 40.53 FEET; THENCE NORTH 64°55'00" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 25°05'00" EAST A DISTANCE OF 27.00 FEET; THENCE NORTH 64°55'00" WEST A DISTANCE OF 47.97 FEET TO THE POINT OF BEGINNING.

**TOGETHER WITH: PARCEL 2:**

A PORTION OF LOT 2, BLOCK 4, PARK OF COMMERCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 110, PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 25°05'00" WEST, ALONG THE WEST BOUNDARY OF SAID LOT 2, A DISTANCE OF 203.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 25°05'00" WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 144.79 FEET; THENCE SOUTH 64°55'00" EAST A DISTANCE OF 47.97 FEET; THENCE SOUTH 25°05'00" WEST A DISTANCE OF 27.00 FEET; THENCE SOUTH 64°55'00" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 25°05'00" EAST A DISTANCE OF 40.53 FEET; THENCE SOUTH 64°55'00" EAST A DISTANCE OF 186.97 FEET; THENCE SOUTH 25°05'00" WEST A DISTANCE OF 34.95 FEET; THENCE SOUTH 64°55'00" EAST A DISTANCE OF 61.53 FEET; THENCE NORTH 25°05'00" EAST A DISTANCE OF 166.29 FEET; THENCE NORTH 64°55'00" WEST A DISTANCE OF 201.50 FEET; THENCE NORTH 25°05'00" EAST A DISTANCE OF 2.21 FEET; THENCE NORTH 64°55'00" WEST A DISTANCE OF 47.00 FEET; THENCE SOUTH 25°05'00" WEST A DISTANCE OF 2.29 FEET; THENCE NORTH 64°55'00" WEST, A DISTANCE OF 77.97 FEET TO THE POINT OF BEGINNING.