

P96000025737

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

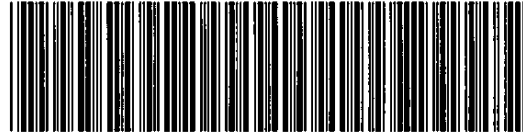
(Document Number)

Certified Copies ☒

Certificates of Status

Special Instructions to Filing Officer:

Office Use Only



100103896161

Amend

06/08/07--01002--012 **43.75

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

07 JUN - 8 AM 10:52

FILED

TO BE FORWARDED
TO AG KNOWLEDGE
SUFFICIENCY OF FILING

2007 JUN - 8 AM 10:50

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

AK
6/8/07

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Hunter's Trace Properties, Inc.

DOCUMENT NUMBER: P96000025737

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

Please return all correspondence concerning this matter to the following:

Belinda T. France, Esq.
(Name of Contact Person)

France Law Firm, P.A.
(Firm/ Company)

1625 Summit Lake Drive, Suite 240
(Address)

Tallahassee, FL 32317
(City/ State and Zip Code)

For further information concerning this matter, please call:

Sarah Hawkins at (850) 224-1040
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$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

HUNTER'S TRACE PROPERTIES, INC.

Pursuant to the provisions of Chapter 607, Florida Statutes, the undersigned corporation adopts the following Article of Amendment to the Articles of Incorporation.

The following amendment to the articles of incorporation of was adopted by the corporation:

ARTICLE XI of the Articles of Incorporation is added to read as follows:

Section 1.1 Single Purpose Entity. It shall not:

(a) fail to be organized solely for the purpose of (i) acquiring, developing, owning, managing or operating the Property commonly known as Clermont Shopping Center, 721-791 East State Road 50, Clermont, Florida (the "Property"), (ii) entering into this Security Agreement and the documents related hereto, and (iii) engaging in any activity that is incidental, necessary or appropriate to accomplish the foregoing;

(b) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(c) acquire or own any material assets other than (i) the Property, and (ii) such incidental Personal Property as may be necessary for the operation of the Property;

(d) 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 or change its legal structure;

(e) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the state where the Property is located, if applicable, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of Corporation's Articles or Certificate of Incorporation, or similar organizational documents, as the case may be;

(f) own, form or acquire any subsidiary or make any investment in, any person or entity;

FILED
07 JUN -8 AM 10:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(g) commingle its assets with the assets of any of its members, general partners, affiliates, principals or of any other person or entity nor fail to hold all of its assets in its own name;

(h) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than that certain (the "Debt") loan made by Morgan Stanley Mortgage Capital Inc. (together with its successors and assigns, the "Lender") in favor of the Corporation on or about the date hereof until such a time as a satisfaction of any debt owed to Lender has been filed and recorded in the county of the Property, except for trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt is not evidenced by a note and is paid when due;

(i) become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due;

(j) fail to maintain its records, books of account and bank accounts separate and apart from those of the members, partners, principals and affiliates of Corporation, the affiliates of a member, partner or principal of Corporation, and any other person or entity or fail to maintain such books and records in the ordinary course of its business;

(k) enter into any contract or agreement with any member, general partner, principal or affiliate of Corporation, Guarantor or Indemnitor (as such terms we defined in the documents evidencing the Debt), or any member, general partner, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or affiliate of Corporation, Guarantor or Indemnitor, or any member, general partner, principal or affiliate thereof;

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

(m) fail to correct any known misunderstandings regarding the separate identity of Corporation from any member, general partner, principal or affiliate thereof or any other person;

(n) guaranty or become obligated for the debts of any other person or entity or hold out its credit as being able to satisfy the debts of another person or entity;

(o) make any loans or advances to any third party, including any member, general partner, principal or affiliate of Corporation, or any member, general partner, principal or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other person or entity (other than cash or investment grade securities);

(p) fail to file its own tax returns nor file a consolidated federal income tax return with any other entity, unless required by law;

(q) fail to hold itself out to the public as a legal entity separate and distinct from any other entity or person, fail to conduct its business solely in its own name, mislead others as to the identity with which such other party is transacting business, or suggest that Corporation is responsible for the debts of any third party (including any member, general partner, principal or affiliate of Corporation, or any member, general partner, principal or affiliate thereof);

(r) 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;

(s) share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of Corporation, (ii) any affiliate of a general partner, principal or member of Corporation, or (iii) any other person or entity;

(t) fail to maintain separate financial statements and accounting records, showing its assets and liabilities separate and apart from those of any other person or entity;

(u) have its assets listed on the financial statement of any other entity;

(v) fail to observe all applicable organizational formalities;

(w) fail to pay the salaries of its own employees (if any) from its own funds;

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

(y) fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;

(z) fail to use separate stationery, invoices, and checks bearing its own name;

(aa) pledge its assets for the benefit of any other person or entity, other than in connection with the loan secured hereby;

(bb) acquire the obligations or securities of any member, general partner, principal or affiliate of Corporation, Guarantor or Indemnitor, or any member, general partner, principal or affiliate thereof,

(cc) fail to 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 other entity;

(dd) have any obligation to indemnify its partners, officers, directors or members, as the case may be, or have such an obligation only if it is fully subordinated to the Debt and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;

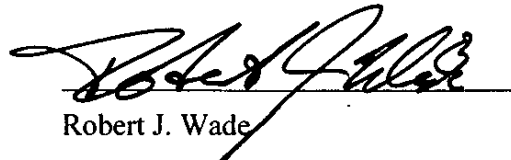
(ee) fail, to the fullest extent permitted by law, to consider the interests of its creditors in connection with all actions if such entity is a corporation;

(ff) have any of its obligations guaranteed by any member, general partner, principal or affiliate except Guarantor or Indemnitor;

This Amendment is adopted as of 7th day of June, 2007.

Effective date of Amendment if applicable: 7 June 2007

The amendment was adopted by the sole shareholder and director.


Robert J. Wade
President