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Jennifer*

BASIC AMENDMENT

HERON COVE NATIONAL, INC.

Certificate of Status	0
Certified Copy	0
Page Count	<i>45</i>
Estimated Charge	\$35.00

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*Amendment
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11/23/2005 16:11

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PAGE 02/05

11/23/2005 9:48

PAGE 001/001

Florida Dept of State



November 23, 2005

FLORIDA DEPARTMENT OF STATE
Division of Corporations

HERON COVE NATIONAL, INC.
ATTN: KATHERYN MANSFIELD
3100 MONTICELLO AVE., SUITE 200
DALLAS, TX 75205

SUBJECT: HERON COVE NATIONAL, INC.
REF: P96000033648

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

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If an amendment was adopted by the incorporators or board of directors without shareholder action, a statement to that effect and that shareholder action was not required must be contained in the document.

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PAGE 000105**HERON COVE NATIONAL, INC.****CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION**EFFECTIVE DATE
11/30/05

The undersigned, for and on behalf of **HERON COVE NATIONAL, INC.**, a Florida corporation (the "Corporation"), desiring to amend the Corporation's Articles of Incorporation, originally filed with the Secretary of State of Florida on April 16, 1996 (the "Articles"), hereby certifies as follows:

1. The following provisions are hereby added to the Articles of the Corporation as Article TWELFTH:

TWELFTH: **Negative Covenants.** Notwithstanding any other provisions of the Corporation's Articles of Incorporation, Bylaws or similar organizational documents, or any provision of law that otherwise so empowers the Corporation, so long as the Corporation shall have any outstanding indebtedness (the "Loan") to General Electric Capital Corporation or its successors or assigns ("Lender") secured by a first mortgage on the real property of the Corporation (the "Property"), the Corporation shall not do any of the following:

- (a) engage in any business unrelated to the acquisition, development, ownership, management or operation of the Property;
- (b) have any assets other than those related to the Property;
- (c) engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, or any amendment of its Articles of Incorporation with respect to the matters set forth in this Article TWELFTH;
- (d) (i) dissolve, merge, liquidate or consolidate; (ii) sell all or substantially all of its assets or the assets of any other entity in which it has a direct or indirect legal or beneficial ownership interest; (iii) engage in any other business activity, other than as permitted pursuant to the loan agreement entered in connection with the Loan (the "Loan Agreement") and any other documents evidencing, securing or entered into in connection with, the Loan (the "Loan Documents"), or amend its organizational documents with respect to the matters set forth in this Article TWELFTH without the consent of Lender; and (iv) file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest or is the direct or indirect general partner or manager without the affirmative vote of all of the directors of the entity;

- (e) fail to correct any known misunderstandings regarding the separate identity of the Corporation;
- (f) commingle its funds or assets with those of any other person;
- (g) incur any debt other than (a) the Loan and (b) trade and operational debt which is (i) incurred in the ordinary course of business, (ii) not more than sixty (60) days past due, (iii) with trade creditors, (iv) not evidenced by a note, and (v) paid when due. No debt other than the Loan or as contemplated by the Loan Documents may be secured (subordinate or pari passu) by the Property;
- (h) assume or guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of any other person except as permitted pursuant to the Loan Agreement;
- (i) acquire obligations or securities of its affiliate;
- (j) except in connection with the Loan, pledge its assets for the benefit of any other person;
- (k) make loans to any person or hold evidence of indebtedness issued by any other person (other than cash and securities issued by an entity that is not an affiliate or subject to common ownership with such entity);
- (l) other than in the consolidated financial statements of any parent corporation, not identify itself as a division or part of any other person or affiliate;
- (m) enter into or be a party to, any transaction with its affiliates except in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;
- (n) have any obligation to indemnify its officers or directors, unless such obligation is fully subordinated to the Loan and will not constitute a claim against it in the event that, after payment of the Loan, cash flow is insufficient to pay such obligation; and
- (o) have any of its obligations guaranteed by any affiliate.

Affirmative Covenants. So long as the Corporation shall have any outstanding indebtedness pursuant to the Loan Documents, the Corporation shall:

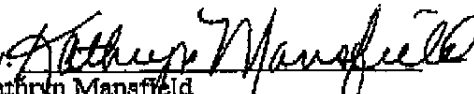
- (a) remain solvent and pay its debts and liability (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, and is maintaining and will maintain adequate capital for the

normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

- (b) maintain its accounts, books and records separate from any other person and will file its own tax returns, except to the extent that it is required to file consolidated tax returns by law;
 - (c) hold its assets in its own name;
 - (d) maintain financial statements that properly and accurately show its separate assets and liabilities and do not show the assets or liabilities of any other person; provided, however, that the Corporation's assets and liabilities may be included in a consolidated financial statement issued by an affiliate of the Corporation;
 - (e) pay its own liabilities and expenses, including, but not limited to, the salaries of its own employees (if any), out of its own funds and assets;
 - (f) observe all corporate formalities;
 - (g) allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including, but not limited to, paying for shared office space and services performed by any officer or employee of an affiliate;
 - (h) maintain and use separate invoices and checks bearing its name;
 - (i) conduct business, hold itself out and identify itself as a separate and distinct entity under its own name; and
 - (j) 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 person.
2. Except as hereby amended, the Articles of the Corporation shall remain in full force and effect.
3. The Certificate of Amendment was approved by the unanimous vote of all stockholders holding shares in the Corporation on November 22, 2005.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to Articles of Incorporation to be effective November 30, 2005.

HERON COVE NATIONAL, INC.

By: 
Kathryn Mansfield
Executive Vice President and Secretary