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BASIC AMENDMENT

A & J WESTON COMMERCIAL GP, INC.

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Amend  
WJM  
6/14/04  
6/10/2004



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

June 11, 2004

A & J WESTON COMMERCIAL GP, INC.  
1920 E. HALLANDALE BEACH BLVD  
SUITE 906  
HALLANDALE, FL 33009

SUBJECT: A & J WESTON COMMERCIAL GP, INC.  
REF: P98000057360

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

The current name of the entity is as referenced above. Please correct your document accordingly.

Please note that the name should include spaces between A & J. Please be sure that the name is consistent throughout the document wherever it may appear.

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**ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION OF  
A & J WESTON COMMERCIAL GP, INC.**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1003, Florida Statutes, the Articles of Incorporation of A & J WESTON COMMERCIAL GP, INC., a Florida corporation (which Articles of Incorporation were filed with the Secretary of State for the State of Florida on June 26, 1998) are hereby amended to include the following provisions (the "Special Purpose Entity Provisions"):

1. Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the activity of acting as a general partner of a limited partnership (the "Partnership") whose purpose is to own the parcel of real property (the "Property") described in Exhibit "A" attached hereto, together with all improvements located thereon, and own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property. The Corporation shall exercise all powers enumerated in the General Corporation Law of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

2. Notwithstanding any provision hereof to the contrary, the following shall govern: The Corporation shall only incur or cause the Partnership to only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of Wachovia Bank, National Association, or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the Corporation shall not and shall not cause the Partnership to incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property and the Partnership remains owner of the Property, the Corporation: (i) shall not and shall not cause the Partnership to dissolve or liquidate, (ii) shall not and shall not cause the Partnership to consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity, (iii) shall not voluntarily commence a case with respect to itself or cause the Partnership to voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the board of directors, and (iv) shall not materially amend the certificate of incorporation or by-laws of the Corporation or the Partnership Agreement of the Partnership without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

3. Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification of the Corporation's directors and officers shall be fully subordinated to any obligations respecting the Partnership or the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Corporation or the Partnership in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

4. Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

- a. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

- b. It shall maintain corporate records and books of account separate from those of its parent and any affiliate.
- c. Its board of directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions.
- d. It shall observe all corporate formalities.
- e. It shall not commingle assets with those of its parent and any affiliate.
- f. It shall conduct its own business in its own name.
- g. It shall maintain financial statements separate from its parent and any affiliate.
- h. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent or any affiliate.
- i. It shall maintain an arm's length relationship with its parent and any affiliate.
- j. It shall not guarantee or become obligated for the debts of any other entity, including its parent or any affiliate, or hold out its credit as being available to satisfy the obligations of others.
- k. It shall use stationery, invoices and checks separate from its parent and any affiliate.
- l. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.
- m. It shall hold itself out as an entity separate from its parent and any affiliate.

For purpose of this Paragraph 4, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Corporation, its parent or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

“person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

5. Wherever the terms and provisions contained within these Special Purpose Entity Provisions conflict in any manner with the terms and provisions contained within the Articles of Incorporation, the terms and provisions contained within these Special Purpose Entity Provisions shall be deemed to be superseding and controlling.

6. The foregoing amendments were adopted by the written consent of the Board of Directors and the Shareholders of the Corporation entitled to vote thereon on June 8, 2004.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 8<sup>th</sup> day of June, 2004.

A & J WESTON COMMERCIAL GP, INC., a Florida corporation

By: [Signature]  
ARTHUR E. LIPSON, President

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The execution of the foregoing Articles of Amendment to Articles of Incorporation was acknowledged before me this 8<sup>th</sup> day of June, 2004, by ARTHUR E. LIPSON, as President of ~~WESTON COMMERCIAL GP, INC.~~ A & J WESTON COMMERCIAL GP, INC., a Florida corporation, who is personally known to me.

My Commission Expires:

[Signature]  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

