

CAPITAL CONNECTION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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P.C. Pembroke, Inc.

Art of Inc. File Amend

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

Merger File

Art. of Amend. File

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

AMENDMENT TO ARTICLES OF INCORPORATION
OF
P.C. PEMBROKE, INC.

PURSUANT to the provisions of the Florida Statutes, P.C. PEMBROKE, INC., a Florida corporation (the "Corporation") organized and existing under the laws of the State of Florida, hereby files this Amendment to its Articles of Incorporation, thereby making the following changes:

A. ARTICLE II is hereby amended in its entirety as follows:

ARTICLE II. NATURE OF BUSINESS

a) Purpose.

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 The Professional Centre at Pembroke Lakes, Ltd., a Florida limited partnership, (the "Partnership"), whose purpose is own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the real property legally described on Exhibit A attached hereto ("the Property"). The corporation shall exercise all powers enumerated under the Corporate laws for the State of Florida as is necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

b) Certain Prohibited Activities.

Notwithstanding any provision hereof to the contrary, 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 to 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."

c) Indemnification.

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Notwithstanding any provision hereof to the contrary, 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.

d) Separateness Covenants.

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:

1. 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.
2. It shall maintain corporate records and books of account separate from those of its parent and any affiliate.
3. Its board of directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions.
4. It shall observe all corporate formalities.
5. It shall not commingle assets with those of its parent and any affiliate.
6. It shall conduct its own business in its own name.
7. It shall maintain financial statements separate from its parent and any affiliate.
8. It shall pay any liabilities out of its own funds, including salaries of any employees, not fund or its parent or any affiliate.
9. It shall maintain an arm's length relationship with its parent and any affiliate.
10. 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.
11. It shall use stationery, invoices and checks separate from its parent and any affiliate.
12. It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.

13. It shall hold itself out as any entity separate from its parent and any affiliate.

e) Definitions.

For purposes of this Article II, the following terms shall have the following meanings:

1. "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.

2. "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.

3. "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".

This Amendment to the Articles of Incorporation was unanimously adopted at meetings of the Board of Directors and by a unanimous vote of the Stockholders, at which all were voting on the 10th day of Sept, 2002.

P. C. PEMBROKE, INC.

By: 

RICHARD D. GERTZ

Attest: 


RICHARD D. GERTZ, JR.

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD D. GERTZ, as President and RICHARD D. GERTZ, JR. Secretary of P.C. PEMBROKE, INC., a Florida corporation, and by authority

vested in then, they acknowledged before me that they executed this foregoing Amendment to Article of said corporation and acknowledged before purposes therein expressed.

IN WITNESS WHEREOF, I hereto set my hand and official seal this 10th day of Sept., 2002


NOTARY PUBLIC, STATE OF FLORIDA
Print Name: _____
My Commission No: _____
My Commission Exp: 947685

