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BASIC AMENDMENT

THE BEAR ON JOG CORP.

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Amend/cc/cus
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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
THE BEAR ON JOG CORP.**

Pursuant to the provisions of Section 607.1006, Florida Statutes, THE BEAR ON JOG CORP., a Florida corporation (the "Corporation"), adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: Article II of the Corporation's Articles of Incorporation is hereby deleted in its entirety and replaced with the following:

"ARTICLE II LIMITED PURPOSE"

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 the general partner of The Bear on Jog, Ltd., a Florida limited partnership (the "Partnership"), whose own limited purpose is to own certain parcels of real property, together with all improvements located thereon, located at 16800 Jog Road, Palm Beach County, State of Florida (the "Property") and to hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property. The Corporation shall exercise all powers enumerated in the Florida Business Corporation Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

SECOND: New Article XII has been added to the Corporation's Articles of Incorporation to read as follows:

"ARTICLE XII CERTAIN PROHIBITED ACTIVITIES"

Notwithstanding any provision hereof to the contrary and for so long as a mortgage lien exists on any portion of the Property, the following shall govern:

(i) The Corporation shall only incur or cause the Partnership to incur indebtedness in an amount necessary to acquire, operate and maintain the Property and shall not and shall not cause the Partnership to incur, assume, or guaranty any other indebtedness.

(ii) The Corporation 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 to any entity unless (i) the entity (if other than the Corporation or Partnership) formed or surviving such

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consolidation or merger or that acquired by conveyance or transfer of the properties and assets of the Corporation or Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article XII and in Article XIV, and (c) shall expressly assume the due and punctual performance of the Corporation's or Partnership's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Corporation or the Partnership and be continuing.

(iii) The Corporation 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.

(iv) In the event the life of the Partnership is not continued, or any other event of dissolution, the Corporation shall not cause the Partnership to liquidate the Property."

THIRD: New Article XIII has been added to the Corporation's Articles of Incorporation to read as follows:

"ARTICLE XIII INDEMNIFICATION

Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Partnership or the Property, including, without limitation the first mortgage on the Property, and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations."

FOURTH: New Article XIV has been added to the Corporation's Articles of Incorporation to read as follows:

"ARTICLE XIV SEPARATENESS COVENANTS

Notwithstanding any provision hereof to the contrary, except for any agreement, or any provisions of any other agreement relating thereto, whereby a mortgage loan to the Partnership and a mortgage loan to Jennah Blossom II Corp., a Florida corporation, are cross-collateralized and cross-defaulted, and for so long as a mortgage lien 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 herein, the Corporation shall conduct its affairs in accordance with the following provisions:

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- (i) It shall not, and shall not cause the Partnership to, materially amend, modify or otherwise change its articles or certificate of incorporation, partnership certificate, bylaws, partnership agreement, or other formation agreement or document, as applicable, in any material term or manner, or in a manner which adversely affects the Corporation's or Partnership's existence as a single purpose entity.
- (ii) It shall not liquidate or dissolve (or suffer any liquidation or dissolution), or otherwise acquire all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity.
- (iii) It does not own and shall not own any asset other than its partnership interest in the Partnership.
- (iv) It is not engaged and shall not engage, either directly or indirectly, in any business other than acting as corporate general partner of the Partnership.
- (v) It shall not enter into any contract or agreement with any affiliate or partner of the Partnership, as applicable, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than an affiliate.
- (vi) It has not incurred and shall not incur, and shall not cause the Partnership to incur, any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the debt evidenced by the first and second mortgage liens on the Property, and (B) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property customarily satisfied within thirty (30) days and in an aggregate amount not to exceed the lesser of one percent (1.0%) of the existing principal balance of the note evidencing the debt secured by the Property or \$100,000.00, and no other debt will be secured (senior, subordinate or pari passu) by the Property.
- (vii) It has not made and will not make any loans or advances to any third party.
- (viii) It is and shall be solvent and pay its debts from its assets as the same shall become due.
- (ix) It has done or caused to be done and will do all things necessary to preserve its existence, and will observe all formalities applicable to it.
- (x) It will conduct and operate its business in its own name and as presently conducted and operated.

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(xi) It will be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including, without limitation, the Partnership and any affiliate or partner of the Partnership).

(xii) It shall file its own tax returns.

(xiii) It shall 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.

(xiv) It has and shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of the Partnership, any affiliate or any other person.

(xv) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of the Partnership and any affiliate, or it shall fairly and reasonably allocate any overhead for shared office space.

(xvi) It shall maintain separate corporate records, financial statements and books of account from those of the Partnership and any affiliate.

(xvii) It shall not commingle assets with those of the Partnership or any affiliate.

(xviii) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of the Partnership or any affiliate.

(xix) It shall not guarantee or become obligated for the debts of any other entity, including the Partnership or any affiliate or hold out its credit as being available to satisfy the obligations of others.

(xx) It shall use stationery, invoices and checks separate from the Partnership or any affiliate.

(xci) It shall not pledge its assets for the benefit of any other entity, including the Partnership or any affiliate."

FIFTH: New Article XV has been added to the Corporation's Articles of Incorporation to read as follows:

"ARTICLE XV. VOTING

Notwithstanding any provision hereof to the contrary, the following shall govern: When voting on matters concerning the Partnership, notwithstanding that the Partnership is not then insolvent, the Corporation shall take into account the interest of the Partnership's creditors, as well as those of its partners."

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SIXTH: The foregoing amendments were adopted on August 30, 2005.

SEVENTH: The foregoing amendments were approved by a majority of the stockholders of the Corporation. The number of votes cast for the amendments were sufficient for approval. There were no voting groups entitled to vote separately on the amendments.

IN WITNESS WHEREOF, THE BEAR ON JOG CORP., a Florida corporation, has caused these Articles of Amendment to be signed by its President this 30th day of August, 2005.

THE BEAR ON JOG CORP., a Florida corporation

By: 
Richard Caster, President

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