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PRIME ALAMO PLAZA INC.

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*Amend*

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**ARTICLES OF AMENDMENT  
OF THE  
ARTICLES OF INCORPORATION  
OF  
PRIME ALAMO PLAZA, INC.**

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1. These Articles of Amendment amend the Articles of Incorporation of Prime Alamo Plaza, Inc. (the "**Corporation**"), as filed with the Department of State of the State of Florida on October 8, 1998 and subsequently amended on April 19, 2007. These Articles of Amendment were adopted by the Board of Directors of the Corporation, pursuant to unanimous written consent of the sole director and the sole shareholder of the Corporation on May ~~22~~ 2007.
2. These Articles of Amendment were adopted by the Board of Directors of the Corporation with 100% shareholder approval.
3. The Articles of Incorporation, as amended, are hereby amended by adding the following new Article X of the Articles immediately after Article IX as follows:

**ARTICLE X - SPECIAL PROVISIONS**

The Corporation shall not:

- (i) engage in any business or activity other than the acquisition, ownership, operation and maintenance of the property located at 4525 Florida Avenue, Lakeland, Florida (the "**Property**"), and activities incidental thereto;
- (ii) acquire or own any material asset other than (1) the Property, and (2) such incidental fixtures and personal property as may be necessary for the operation of the Property;
- (iii) 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, without in each case Nationwide Insurance Company's ("**Lender**") consent;
- (iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Corporation's Governing Documents (as hereafter defined);
- (v) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of Lender;

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(vi) commingle its assets with the assets of any of its partner, members, shareholders, affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Corporation permitted hereunder and properly accounted for;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the loan from Lender (the "*Loan*"), except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time 1% of the outstanding Loan;

(viii) allow any person or entity to pay its debts and liabilities (except a Guarantor) or fail to pay its debts and liabilities solely from its own assets;

(ix) fail to maintain its records, books of account and bank accounts separate and apart from those of the shareholders, partners, members, principals and affiliates of the corporation; the affiliates of a shareholder, partner or member of the Corporation, and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Corporation;

(x) enter into any contract or agreement with any shareholder, partner, member, principal or affiliate of the Corporation, any guarantor of all or a portion of the Loan (a "*Guarantor*") or any shareholder, partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any shareholder, partner, member, principal or affiliate of the Corporation or Guarantor, or any shareholder, partner, member, principal or affiliate thereof;

(xi) seek dissolution or winding up, in whole or in part;

(xii) fail to correct any known misunderstandings regarding the separate identity of the Corporation;

(xiii) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Corporation (except for a Guarantor);

(xiv) make any loans or advances to any third party, including any shareholder, partner, member, principal or affiliate of the Corporation, or any shareholder, partner, member, principal or affiliate thereof;

(xv) fail to file its own tax returns or to use separate contracts, purchase orders, stationary, invoices and checks;

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (1) to mislead others as to the entity with which such other party is transacting business, or (2) to suggest that the Corporation is responsible for the debts of any third party (including any shareholder, partner, member, principal or affiliate of the Corporation, or any shareholder, partner, member, principal or affiliate thereof);

(xvii) fail to allocate fairly and reasonably among the Corporation and any third party (including, without limitation, any Guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(xviii) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(xix) 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;

(xx) share any common logo with or hold itself out as or be considered as a department or division of (1) any shareholder, partner, principal, member or affiliate of the Corporation, (2) any affiliate of a shareholder, partner, principal, member or affiliate of the Corporation, or (3) any other person or entity or allow any person or entity to identify the Corporation as a department or division of that person or entity; or

(xxi) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Corporation or the creditors of any other person or entity.

IN WITNESS WHEREOF, the undersigned President of the Corporation has executed these Articles of Amendment on this 12 day of May 2006.

  
\_\_\_\_\_  
Jeffrey R. Holden, as President