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2328 TENTH AVENUE NORTH, SUITE 401
LAKE WORTH, FLORIDA 33461
(561) 533-0344

August 27, 2004

Florida Department of State Division of Corporations 409 East Gaines Street Tallahassee, Florida 32399

Re: Fischer Investments, Inc. 2885-2925 So. Federal Hwy, Delray Beach, Florida

Dear Sir/Madam:

Enclosed herein please find the Amendments to Articles of Incorporation of Fischer Investments, Inc. Please file this Amendment. Additionally, please return to me in the provided self-addressed stamped envelope a date stamped copy of this filing.

Thank you very much for your immediate attention to this matter. If you need to reach me, please do so at (561) 383-2430.

Sincerely yours,

Caren A. Cohen

Vice President of Finance

Cc: S. Daniels Esq.

Enclosure

## ARNSTEIN & LEHR OLAUG 30 AMENDMENT TO ARTICLES OF INCORPORATION PH 3:28 OF FISCHER INVESTMENTS, INC.

Pursuant to the provisions of Section 607,1006 of the Florida Business Corporation's Act, the undersigned Corporation adopts the following Amendment of its Articles of Incorporation, which were first adopted on July 22, 1991:

1. ARTICLE VI is hereby added and reads as follows:

For so long as the Amended, Restated and Consolidated Mortgage, Security Agreement and Assignment of Leases and Rents executed for the benefit of Column Financial, Inc., its successors and assigns ("Lender"), shall be outstanding against the real property and improvements thereon owned by Fischer Investments, Inc. ("Company"), and located at 2885-2925 So. Federal Hwy., Delray Beach, Florida (the "Property"), the Company shall:

- own and will not own any encumbered asset other than (i) the Property (a) or the Company's interest therein, and (ii) incidental personal property necessary for the operation of the Property:
- not engage in any business other than the ownership, management (b) and operation of the Property;
- not enter into any contract or agreement with any general partner, principal, member or affiliate of the Company or any affiliate of any such general partner, principal, or member of the Company 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 an affiliate;
- not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness to Lender, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;
- not make any loans or advances to any third party (including any (e) principal, member or affiliate of the Company, or any guarantor);
- (f) be solvent and pay its debts from its assets as the same shall become due;
- (g) do all things necessary to preserve its existence and corporate, formalities, and will not, nor will any shareholder thereof, amend, modify or otherwise change its articles of incorporation, or by-laws, in a manner which adversely affects the Company's, or any such shareholder's existence as a single-purpose, single-asset "bankruptcy remote" entity;

- (h) conduct and operate its business as presently conducted and operated;
- (i) maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
  - (i) file its own tax returns:
- (k) nor will any shareholder seek the dissolution or winding up, in whole or in part, of the Company;
- (I) 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;
- (m) not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (n) not commingle the funds and other assets of Grantor with those of any general partner, principal, member or affiliate, or any other person;
- (c) 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 any affiliate or any other person;
- (p) have at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities; and
- (q) does not and will not hold itself out to be responsible for the debts or obligations of any other person.
- 2. This Amendment to the Articles of Incorporation was adopted on August 26, 2004.
- 3. The Amendment was approved by unanimous consent of all of the Shareholders. The number of votes cast for approval were sufficient.

In all other respects, the Articles of Incorporation shall remain as they were prior to this Amendment being adopted.

(Corporate Seal)	ATTEST:  By:  By:    IN WITNESS WHEREOF, we hereby separately sepa	et our hands and seals this 27 day of
	(Corporate Seal)	
The foregoing instrument was acknowledged before me this and day of August 2004 by Vinnis Will., President of FISCHER INVESTMENTS, INC., who personally known to me, OR	The foregoing instrument was acknowled 2004 by VINNS UIWU. Presidents:	edged before me this <u>27</u> day of <u>Augus</u> t nt of FISCHER INVESTMENTS, INC., who
has produced as identification.	has produced as identification.	
Tania Danielian  My Commission DD086219 Expires October 21, 2005  My Commission Expires:  My Commission Expires:	My Commission DD068219 Expires October 21, 2005	NOTARY PUBLIC