

P 000000 28574

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

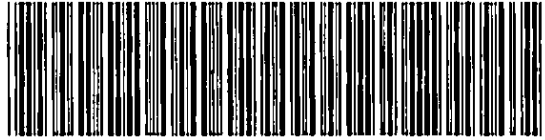
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



100326489241

03/22/19--01010--020 \*\*35.00

APR 15 2019 3:10 PM

Amended  
Restarted

APR 16 2019  
ALBRITTON

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: ST. MICHAEL PROPERTY HOLDINGS, INC.

DOCUMENT NUMBER: P00000028574

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Lisa Lanza, Esq  
Name of Contact Person  
MELISSA P. LANZA, P.A.  
Firm/ Company  
104 Crandon Blvd., Suite 420  
Address  
Key Biscayne, FL 33149  
City/ State and Zip Code

Lisa@Melisasalanzalaw.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Lisa Lanza, Esq. at ( 305 ) 361-0997  
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |   |   |  |  |
|---|---|--|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed) |
|---|---|--|--|

**Mailing Address**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

RECEIVED

2019 APR 15 PM 2:49  
SECRETARY OF STATE  
TALLAHASSEE, FL

April 2, 2019

LISA LANZA, ESQ.  
MELISSA P. LANZA, P.A.  
104 CRANDON BLVD - STE. 420  
KEY BISCAWAYNE, FL 33149

SUBJECT: ST. MICHAEL PROPERTY HOLDINGS, INC.  
Ref. Number: P00000028574

We have received your document for ST. MICHAEL PROPERTY HOLDINGS, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

A certificate must accompany the Restated Articles of Incorporation setting forth either of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendment requiring shareholder approval. OR (2) If the restatement contains an amendment requiring shareholder approval, the date of adoption of the amendment and a statement setting forth the following: (a) the number of votes cast for the amendment by the shareholders was sufficient for approval (b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

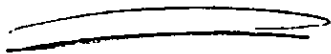
If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton  
Regulatory Specialist II

Letter Number: 419A00006565

4/11/19

Please see attached completed Adoption of Amendment completed and signed



AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

ST. MICHAEL PROPERTY HOLDINGS, INC.

FILED  
2019 JUN 15 PM 3:40

The undersigned, for the purpose of forming a corporation under the Florida Business Corporation Act, adopts the following Amended and Restated Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation is St. Michael Property Holdings, Inc., (hereinafter called the "Corporation").

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

This principal office and mailing address of the corporation is: 104 Crandon Blvd., Suite 323, Key Biscayne, Fl 33149

ARTICLE III

CAPITAL STOCK

The number of shares of stock that the Corporation is authorized to issue is ONE HUNDRED (100) shares, no par value per share, of common stock. Each issued and outstanding share of common stock shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders.

ARTICLE IV

REGISTERED OFFICE AND AGENT

The street address of the Corporation's registered agent is: 104 Crandon Blvd., Suite 323, Key Biscayne, Fl 33149. The name of the Corporation's registered agent at that office is: UFG Property Management.

ARTICLE V

OFFICERS AND DIRECTORS

The following are the Directors serving on the Board of Directors and Officers of the Corporation:

Alberto San Miguel	Director and President
Martina San Miguel	Director and Vice President

The President and Vice President may act individually in order to bind the Corporation.

ARTICLE VI

SINGLE PURPOSE ENTITY PROVISIONS

Section 6.1 Purpose: The purpose of the Company is solely for the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the property known as St, Michael Property Holdings, Inc., a Florida corporation and located at 100-104 Crandon Blvd., Key Biscayne, Fl

33149 (the "Property"), entering into the loan documents (the "Loan Documents") with Starwood Mortgage Capital LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"), financing the acquisition of the Property (the "Loan"), and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing, and (ii) has not owned, does not own, and will not own any asset or property other than (A) the Property, and (B) incidental personal property necessary for the ownership or operation of the Property.

**Section 6.2 Separateness Provisions.** Notwithstanding anything to the contrary contained in this Agreement, for so long as the Loan remains outstanding, the Company has not and will not:

(a) engage in any business other than the ownership, management and operation of the Property and the Company will conduct and operate its business as presently conducted and operated;

(b) enter into any contract or agreement with any affiliate of the Company, any constituent party of the Company or any affiliate of any constituent party, except upon terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than would be available on an arms length basis with third parties other than any such party;

(c) incur any indebtedness other than (i) the Debt (as defined in the Loan Documents), and (ii) unsecured trade payables and operational debt not evidenced by a note and in an aggregate amount not exceeding one percent (1%) of the original principal amount of

the Loan at any one time; provided that any indebtedness incurred pursuant to subclause(ii) shall be (A)outstanding not more than sixty(60) days, and (B)incurred in the ordinary course of business (the indebtedness described in the foregoing clauses (i) and(ii) is referred to herein, collectively, as "Permitted Indebtedness"). No Indebtedness other than the Debt may be secured (senior, subordinate or pari passu) by the Property;

(d) make any loans or advances to any third party (including any affiliate or constituent party), and has not and shall not acquire obligations or securities of its affiliates;

(e)fail to remain solvent and the Company has paid and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(f) fail to do all things necessary to observe organizational formalities and preserve its existence, and the Company has not and will not (i)terminate or fail to comply with the provisions of its organizational documents, or (ii)unless (A)Lender has consented and (B)following a securitization of the Loan, the applicable rating agencies have issued a rating agency confirmation in connection therewith, amend, modify or otherwise change its certificate of incorporation, bylaws or other organizational documents;

(g) fail to maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any other person. The Company's assets will not be listed as assets on the financial statement of any other person; provided,

however, that the Company's assets may be included in a consolidated financial statement of its affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Company and such affiliates and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such affiliates or any other person, and (ii) such assets shall be listed on the Company's own separate balance sheet. The Company will file its own tax returns (to the extent the Company is required to file any such tax returns) and will not file a consolidated federal income tax return with any other person. The Company has maintained and shall maintain its books, records, resolutions and agreements as official records;

(h) fail to hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the Company or any constituent party of the Company), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, fail to identify itself or any of its affiliates as a division or department or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name;

(i) 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;

(j) seek or effect the liquidation, dissolution, winding up, consolidation, asset sale, division or merger, in whole or in part,



of the Company;

(k) commingle the funds and other assets of the Company with those of any affiliate or constituent party or any other person, and has held and will hold all of its assets in its own name;

(l) fail to maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or constituent party or any other person;

(m) assume or guarantee or become obligated for the debts of any other person and does not and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other person;

(n) fail to comply with or fail to cause the compliance with these provisions;

(o) permit any affiliate or constituent party independent access to its bank accounts;

(p) fail to pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and has maintained and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations;

(q) fail to compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred;

(r) without the unanimous consent of all of its shareholders, will not (i) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise

seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or for all or any portion of the Company's properties, (iii) make any assignment for the benefit of the Company's creditors, or (iv) take any action that might cause the Company to become insolvent;

(s) fail to maintain an arm's length relationship with its affiliates;

(t) fail to allocate fairly and reasonably any overhead expenses that are shared with any affiliate, including shared office space;

(u) except in connection with the Loan, pledge its assets for the benefit of any other person;

(v) have any obligation to indemnify its officers, directors, shareholders or partners, as the case may be, or has such an obligation that is fully subordinated to the Debt and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;

(w) (A) dissolve, merge, liquidate, consolidate; (B) sell, transfer, dispose, or encumber (except with respect to the Loan Documents) all or substantially all of its assets or acquire all or substantially all of the assets of any Person; or (C) engage in any other business activity, or amend its organizational documents with respect to the matters set forth herein without the consent of the Lender;

(x) fail to consider the interests of the Company's creditors in connection with all limited liability actions; and

(y) other than pursuant to the terms of the Guaranty and the Environmental Guaranty (each as defined in the Loan Agreement), have any of its obligations guaranteed by any affiliate.

All capitalized terms not defined in this Section shall have the respective meanings set forth in that certain Loan Agreement by and among the Company and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement").

**Section 6.3 Indemnification.** For so long as the Loan shall remain outstanding, the Company's obligation hereunder, if any, to indemnify its shareholders, directors or managers, as applicable, is hereby fully subordinated to the Loan and the Loan Documents, and no indemnity payment from funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity hereunder, if any, shall be payable from amounts allocable to any other Person pursuant to the Loan Documents.

**Section 6.4 Dissolution/Termination.** For so long as the Loan shall remain outstanding, the Company and its shareholders and directors hereby waive their right to dissolve or terminate (and waive their right to consent to the dissolution or termination of) the Company or this Agreement, and shall not take any action towards that end, except upon the express prior written consent of Lender.

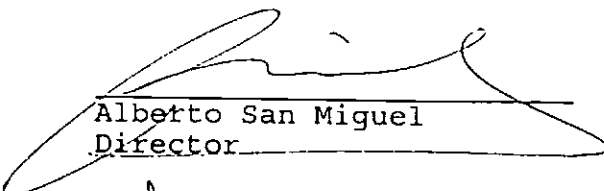
Section 6.5 Transfers. For so long as the Loan shall remain outstanding, the Company shall not allow transfers of direct or indirect ownership interests in or control rights over the Company that would violate the provisions of the Loan Agreement.

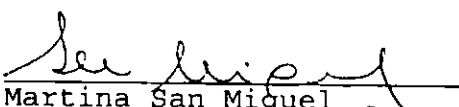
ARTICLE VII

INDEMNIFICATION

The Corporation shall indemnify any present or former officer or director, or person exercising powers and duties of an officer or a director, to the full extent now or hereafter permitted by law. Notwithstanding the foregoing, such obligations are subordinate to the Loan as set forth in Section 6.3 hereof.

IN WITNESS WHEREOF, the Board of Directors have executed the Amended and Restated Articles of Incorporation this 20<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
Alberto San Miguel  
Director

  
\_\_\_\_\_  
Martina San Miguel  
Director

The date of each amendment(s) adoption: March 20, 2019 if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

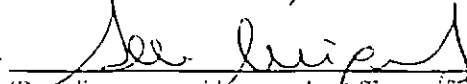
Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval  
by \_\_\_\_\_"  
(voting group)

- The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated March 20, 2019

Signature 

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Martina San Miguel  
(Typed or printed name of person signing)

Director & Vice President  
(Title of person signing)