

H70975

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H15000066309 3)))



H150000663093ABC/

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850)617-6380

From: Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)694-1639

CC
Amend
10-3/17/15

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
HALL DEVELOPMENT CORPORATION**

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$43.75

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
MAIL ROOM - TALLAHASSEE, FLORIDA

15 MAR 16 PM 4:39

RECEIVED

**ARTICLES OF AMENDMENT
OF THE ARTICLES OF INCORPORATION OF
HALL DEVELOPMENT CORPORATION**

Pursuant to Sections 607.1006, Florida Statutes, Hall Development Corporation, a Florida profit corporation (the "Corporation") adopts this Amendment to the Articles of Incorporation.

FIRST: The name of the Corporation is Hall Development Corporation.

SECOND: A new Article VIII, "Mortgage Loan Requirements," shall be added to the Articles of Incorporation as follows:

ARTICLE VIII

Mortgage Loan Requirements

Notwithstanding anything in these Articles to the contrary, unless and until that certain loan (the "Loan") from BSPCC Lender L.L.C., a Delaware limited liability company, or an affiliate thereof (together with its successors and assigns, the "Lender") to North Redington Beach Associates, Ltd., a Florida limited partnership (the "Partnership"), evidenced and secured by certain loan documents ("Loan Documents") including, without limitation, (i) a Loan Agreement ("Loan Agreement") and (ii) a mortgage, deed of trust or deed to secure debt (the "Security Instrument") encumbering the real property located at 17120 Gulf Boulevard, North Redington Beach, Florida, together with related personal property (collectively, the "Property"), has been paid in full in accordance with the terms and provisions of such Loan Agreement, Security Instrument and other Loan Documents, the following provisions shall apply:

Section 1. Special Purpose Entity Representations, Warranties, and Covenants.

A. This Corporation:

(i) will not engage in any business or activity other than owning an interest in the Partnership;

(ii) will not acquire or own any assets other than its partnership, membership, or other equity interest in the Partnership;

(iii) will at all times continue to own no less than a 0.5% direct equity ownership interest in the Partnership;

(iv) will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation); and

(v) will cause the Partnership to comply with its organizational documents.

B. This Corporation will not:

(i) commingle its funds or assets with the funds or assets of any other Person, or maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(ii) use the stationery, invoices or checks of any other Person as its own or fail to allocate shared expenses (including, without limitation, shared office space);

(iii) fail to maintain a sufficient number of employees in light of its contemplated business operations or fail to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds (provided that that the foregoing shall not require any direct or indirect member, partner or shareholder of this Corporation to make any additional capital contributions to this Corporation);

(iv) fail to (A) hold itself out to the public and identify itself, in each case, as a legal entity separate and distinct from any other Person and not as a division or part of any other Person, (B) correct any known misunderstanding regarding its separate identity or (C) hold its assets and conduct its business solely in its own name;

(v) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable Legal Requirements of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents (provided, that, such organizational documents may be amended or modified to the extent that, in addition to the satisfaction of the requirements related thereto set forth therein, Lender's prior written consent and, if required by Lender, a Rating Agency Confirmation are first obtained);

(vi) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(vii) have any obligation to indemnify any of its officers, directors, or shareholders unless such obligation is fully subordinated to the Debt and will not constitute a claim against this Corporation if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;

(viii) own any subsidiary, or make any investment in, any Person, other than in the Partnership);

(ix) fail to file its own tax returns (to the extent this Corporation is required to file any such tax returns pursuant to applicable Legal Requirements) or file a consolidated federal income tax return with any other Person;

(x) fail to maintain all of its books, records, financial statements and bank accounts separate from those of any other Person (including, without limitation, any Affiliates). This Corporation's assets have not and will not be listed as assets on the financial statement of any other Person; provided, however, that this Corporation'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 this Corporation and such Affiliates and to indicate that this Corporation'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 this Corporation's own separate balance sheet. This Corporation will maintain its books, records, resolutions and agreements as official records;

(xi) enter into any contract or agreement with any partner, member, shareholder, principal or Affiliate, except, in each case, upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(xii) assume or guaranty or otherwise become obligated for the debts of any other Person, hold itself out to be responsible for, or have its credit available to satisfy the debts or obligations of, any other Person, or otherwise pledge its assets for the benefit of any other Person;

(xiii) except as provided in the Loan Documents, have any of its obligations guaranteed by any Affiliate;

(xiv) make any loans or advances to any Person;

(xv) 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 (provided that that the foregoing shall not require any direct or indirect member, partner or shareholder of this Corporation to make any additional capital contributions to this Corporation);

(xvi) fail to consider the interests of this Corporation's creditors or the Partnership's creditors in connection with all company actions;

(xvii) without the prior unanimous written consent of all of its partners, shareholders or members, as applicable, the prior unanimous written consent of its board of directors, and the prior written consent of each Independent Director (as defined below) (A) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws, (B) seek or consent to the appointment of a receiver, liquidator or any similar official, (C) take any action that might cause such entity to become insolvent, (D) make an assignment for the benefit of creditors or (E) take any Material Action with respect to the Partnership or this Corporation (provided, that none of any member, shareholder or partner (as applicable) of this Corporation or any board of directors of this Corporation may vote on or otherwise authorize the taking of any of the foregoing actions unless, in each case, there is at least one (1) Independent Director then serving in such capacity in accordance with the terms of the applicable organizational documents and such Independent Director has consented to such foregoing action);

(xviii) acquire obligations or securities of its partners, members, shareholders or other Affiliates, as applicable;

(xix) permit any Affiliate or constituent party independent access to its bank accounts;

(xx) identify its partners, members, shareholders or other Affiliates, as applicable, as a division or part of it; or

(xxi) conduct its business and activities in such a way as to cause any of the assumptions made with respect to the Partnership and its principals in any Non-Consolidation Opinion or in any New Non-Consolidation Opinion to be violated.

C. This Corporation shall at all times have at least one (1) duly appointed independent director (each, an "Independent Director") who shall (I) not have been at the time of each such individual's initial appointment, and shall not have been at any time during the preceding five years, and shall not be at any time while serving as Independent Director, either (i) a shareholder (or other equity owner) of, or an officer, director (other than in its capacity as Independent Director), partner, member or employee of, the Partnership or any of its respective shareholders, partners, members, subsidiaries or Affiliates, (ii) a customer of, or supplier to, or other Person who derives any of its purchases or revenues from its activities with, the Partnership or any of its respective shareholders, partners, members, subsidiaries or Affiliates, (iii) a Person who Controls or is under common Control with any such shareholder, officer, director, partner, member, employee, supplier, customer or other Person, or (iv) a member of the immediate family of any such shareholder, officer, director, partner, member, employee, supplier, customer or other Person, (II) shall have, at the time of their appointment, had at least three (3) years' experience in serving as an independent director and (III) be employed by, in good standing with and engaged by this Corporation in connection with, in each case, an Acceptable ID Provider.

D. (I) The board of directors of this Corporation and the constituent equity owners of this Corporation (constituent equity owners, the "Constituent Members") shall not take any action set forth in clause A(xvii) of this Section or any other action which requires the vote of the Independent Director unless, in each case, at the time of such action there shall be at least one (1) Independent Director engaged as provided by the terms hereof and such Independent Director votes in favor of or otherwise consent to such action; (II) any resignation, removal or replacement of any Independent Director shall not be effective without (1) prior written notice to Lender and the Rating Agencies (which such prior written notice must be given on the earlier of five (5) days or three (3) Business Days prior to the applicable resignation, removal or replacement) and (2) evidence that the replacement Independent Director satisfies the applicable terms and conditions hereof and of the applicable organizational documents (which such evidence must accompany the aforementioned notice); (III) to the fullest extent permitted by applicable law, including Section 18-1101(c) of the Delaware Limited Liability Company Act (the "Act") and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of the Constituent Members and the Partnership and this Corporation (including the Partnership's and this Corporation's respective creditors) in acting or otherwise voting on the matters provided for herein and in the Partnership's and this Corporation's

organizational documents (which such fiduciary duties to the Constituent Members and the Partnership and this Corporation (including the Partnership's and this Corporation's respective creditors), in each case, shall be deemed to apply solely to the extent of their respective economic interests in the Partnership or this Corporation (as applicable) exclusive of (x) all other interests (including, without limitation, all other interests of the Constituent Members), (y) the interests of other Affiliates of the Constituent Members, the Partnership and this Corporation and (z) the interests of any group of Affiliates of which the Constituent Members, the Partnership or this Corporation is a part)); (IV) other than as provided in subsection (III) above, the Independent Director shall not have any fiduciary duties to any Constituent Members, any directors of the Partnership or this Corporation or any other Person; (V) the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing under applicable law; and (VI) to the fullest extent permitted by applicable law, including Section 18-1101(e) of the Act, an Independent Director shall not be liable to the Partnership, this Corporation, any Constituent Member or any other Person for breach of contract or breach of duties (including fiduciary duties), unless the Independent Director acted in bad faith or engaged in willful misconduct.

E. This Corporation will not:

- (i) dissolve, merge, liquidate or consolidate;
- (ii) except in connection with a sale or other transfer permitted under the Loan Documents, sell all or substantially all of its assets;
- (iii) amend its organizational documents or the Partnership's organizational documents with respect to the matters set forth in this Section without the consent of Lender and without the affirmative vote of each Independent Director of this Corporation; or
- (iv) without the affirmative vote of each Independent Director of this Corporation and of all other directors of this Corporation, take any Bankruptcy Action with respect to itself, the Partnership or any other entity in which the Partnership has a direct or indirect legal or beneficial ownership interest.

Section 2. Standards Governing Actions. To the fullest extent permitted by applicable law, the directors of this Corporation shall at all times take into account the interests of this Corporation's creditors as well as the interests of its shareholders in connection with all matters subject to the consideration or vote of the directors.

Section 3. Indemnification. Notwithstanding any provision hereof to the contrary, any indemnification claim against this Corporation arising under these Articles, the Bylaws of this Corporation or this Corporation or the laws of the state of organization of this Corporation to indemnify its members or officers are hereby fully subordinated to its obligations arising under the Loan Agreement, Security Instrument or any other Loan Document and shall only constitute a claim against this Corporation to the extent of, and shall be paid by this Corporation in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

Section 4. Priority of Distributions. This Corporation's assets shall be utilized at all times to satisfy any and all of this Corporation's obligations and liabilities to Lender in accordance with the Loan Agreement, Security Instrument and other Loan Documents prior to paying or distributing any of such proceeds to satisfy other obligations or liabilities of this Corporation.

Section 5. Conflicting Provisions. To the extent this section conflicts with any other provisions of this Agreement or any other organizational or formation document of this Corporation, this Article shall control.

Section 6. Definitions. Capitalized terms used but not defined in this Article have the meanings ascribed to them in the Loan Agreement.


(i) "Bankruptcy Action" shall mean with respect to any Person (a) such Person filing a voluntary petition under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law; (b) the filing of an involuntary petition against such Person under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or soliciting or causing to be solicited petitioning creditors for any involuntary petition against such Person; (c) such Person filing an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, by any other Person under the Bankruptcy Code or any other Federal or state bankruptcy or insolvency law, or soliciting or causing to be solicited petitioning creditors for any involuntary petition from any Person; (d) such Person consenting to or acquiescing in or joining in an application for the appointment of a custodian, receiver, trustee, assignee, sequestrator (or similar official), liquidator, or examiner for such Person or any portion of the Property; (e) the filing of a petition against a Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other applicable law, (f) under the provisions of any other law for the relief or aid of debtors, an action taken by any court of competent jurisdiction that allows such court to assume custody or Control of a Person or of the whole or any substantial part of its property or assets or (g) such Person making an assignment for the benefit of creditors, or admitting, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due;

(ii) "Creditors Rights Laws" shall mean any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors.

THIRD: The foregoing amendment was adopted by written consent of all of the shareholders of the Corporation, constituting a sufficient number of votes for the amendment to be approved in accordance with Sections 607.0821 and 607.0704 of the Florida Statutes, on March 14, 2015.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of March 16, 2015.

By:  _____
Carl M. Hall, President