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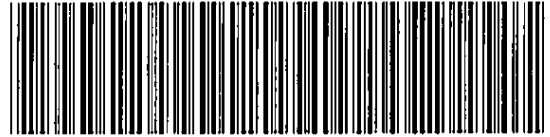
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Amend

1.

Sterwick Development Corp
(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

FIRST AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
STERWICK DEVELOPMENT CORP.

FILED
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DIVISION OF CORPORATIONS
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The undersigned does hereby certify that the Articles of Incorporation of Sterwick Development Corp., a Florida corporation (the "Corporation"), filed on October 20, 1987 (the "Articles of Incorporation"), are hereby amended by this First Amendment to Articles of Amendment, filed on June 13, 2018 (the "First Amendment"), by the shareholders of the Corporation pursuant to Section 607.1003 of the Florida Business Corporation Act as follows:

FIRST: A New Article XII was added as follows:

ARTICLE XII
Mortgage Loan

(a) Notwithstanding anything to the contrary contained herein, for so long as that certain loan made by TIAA, FSB (together with its successors and assigns, "Lender") in the principal sum of \$8,155,000.00 (the "Loan") to the Corporation, as Borrower, remains outstanding in the event of any conflict or inconsistency between the provisions contained in this Article XII and the other provisions of this Articles of Incorporation, the provisions contained in this Article XII shall control and govern. Capitalized terms not otherwise defined herein or in the Articles of Incorporation shall have the meanings ascribed to such terms in the Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement, Fixture Filing and Notice of Future Advance executed by the Corporation in connection with the Mortgage Loan (the "Mortgage").

b) The Corporation:

- (i). shall not own any asset or property other than the Premises and incidental personal property necessary for the development, management and related ownership of the Premises;
- (ii). shall not engage in any business other than the development, completion and operation of the Premises and shall conduct and operate its businesses as now conducted and operated;
- (iii). shall not enter into any contract or agreement with any Guarantor, or with any other Affiliate (as defined in 11 USC Section 101(2)) of Borrower or of any Guarantor, except on terms or 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 such Guarantor or other Affiliate;

- (iv). shall not incur or permit to exist any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including any guarantee obligations), other than (1) the Loan, (2) indebtedness reflected on the most recent financial statements of the Borrower furnished to the Lender, and (3) unsecured trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts that are normal and reasonable under the circumstances, none of which trade or operational debt may be secured (whether on a subordinate or a pari passu basis) by any of the Premises;
- (v). shall not make any loans or advances to any person or entity;
- (vi). shall continue to be solvent (in accordance with generally accepted accounting principles) and to pay its debts from its assets as such debts shall become due;
- (vii). shall do all things necessary to preserve its separate existence as a corporation;
- (viii). shall maintain books and records and bank accounts separate from those of its Affiliates and file its own tax returns, to the extent required by any applicable governmental laws, rules, ordinances and codes; shall at all times hold itself out to be to the public as a legal entity separate and distinct from any other entity (including any Affiliate);
- (ix). shall maintain adequate capital for its normal obligations reasonably foreseeable in a business of its size and character and in light of its proposed operations;
- (x). shall not merge with or be consolidated into any other entity or convert or be converted into any other form of entity, or make any change in the name under which it does business;
- (xi). shall not commingle its funds or other assets with those of any other person;
- (xii). shall maintain its assets in such a manner that it would not be costly or difficult to ascertain or identify the Borrower's assets or segregate them from those of any other person or entity;
- (xiii). shall not hold itself out to be responsible for the debts or obligations of any other Person; and
- (xiv). shall maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all applicable governmental laws, rules, ordinances and codes from time to time applicable to the Borrower and the Premises.

[CONTINUED ON FOLLOWING PAGE]

The undersigned further certifies that (i) this First Amendment was approved by the shareholders of the Corporation, (ii) the number of votes cast in favor of this First Amendment was sufficient for approval and (iii) the date of adoption of this First Amendment is June 13, 2018.

Signed this 13 day of June, 2018.

By 

Name: Jerrold G. Levy

Title: President

[Signature page to First Amendment to Articles of Incorporation of Sterwick Development Corp.]