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Amend  
10 11/3/11

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: A.S.A. INVESTMENTS OF SOUTH FLORIDA, INC.

DOCUMENT NUMBER: \_\_\_\_\_

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

Please return all correspondence concerning this matter to the following:

PAUL H. KUPFER, ESQ.

Name of Contact Person

KUPFER, KUPFER & SKOLNICK, P.A.

Firm/ Company

5541 UNIVERSITY DRIVE, SUITE 103

Address

CORAL SPRINGS, FL 33067

City/ State and Zip Code

PAUL@LAWYERSFLORIDA.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

PAUL H. KUPFER

Name of Contact Person

at ( 954 ) 755-3600 EXT 209

Area Code & Daytime Telephone Number

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

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$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

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DIVISION OF CORPORATIONS

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**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
A.S.A. INVESTMENTS OF SOUTH FLORIDA, INC.**

*Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:*

FIRST: Article XV is hereby deleted in its entirety and the following is hereby adopted as Article XV:

Notwithstanding any other provision set forth in the Articles of Incorporation, any other organizational documents or any provisions of law that empowers A.S.A. Investments of South Florida, Inc. (the "Corporation"), the following provisions shall be operative and controlling so long as the Loan (as defined below) by Aetna Life Insurance Company, or its successors and/or assigns (collectively, the "Lender") to the Corporation is outstanding:

1. Definitions: Unless otherwise defined herein, the following terms shall have the following meanings:

(a) "Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

(b) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

(c) "Mortgage" means that certain Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing executed by the Company in favor of Lender as security for the Loan.

(d) "Lender" means Aetna Life Insurance Company and its successors and/or assigns as holder of the Loan.

(e) "Loan" means that certain loan in the original principal amount of \$5,750,000.00 by Lender to the Company.

(f) "Material Action" means to consolidate or merge the Company with or into any Person, or sell all or substantially all of the assets of the Company, or to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or take action in furtherance of any such action, or, to the fullest extent permitted by law, dissolve or liquidate the Company.

(g) "Person" means any individual, corporation, partnership, joint venture, limited liability company, partnership, limited partnership, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

(h) "Property" means that certain real and personal property owned by the Company, located in Miami, Florida, as described in the Mortgage.

2. Single Purpose Entity/Separateness. The Company represents, warrants and covenant as follows:

(a) The Company has not, does not own and will not own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership, management or operation of the Property;

(b) The Company has not and will not engage in any business other than the ownership, management and operation of the Property and activities incidental thereto;

(c) The Company will not enter into any contract or agreement with any affiliate of Company, any constituent party of Company or any affiliate of any constituent party, except upon the terms and conditions that are commercially reasonable;

(d) The Company has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Indebtedness, (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances, (iii) debt incurred in the financing (including leasing) of equipment and other personal property used on the Property, and (iv) debt of borrower to CVG Financial, LLC, in the amount of \$2,380,054.64;

(e) The Company will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party and Company will file its own tax returns;

(f) The Company shall maintain its books, records, resolutions and agreements according to the laws of the state of its formation/organization; and

(g) The Company will not commingle the funds and other assets of Company with those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.

SECOND: The date of the amendment's adoption is October 31, 2011.

THIRD: The amendment was approved by the shareholders. The number of votes cast for the amendment was sufficient for approval.

A.S.A. INVESTMENTS OF SOUTH FLORIDA, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Martha Fernandez, Secretary

