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TALLAHASSEE, FLORIDA

Amend/cc/aus
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January 7, 2015

Mr. Yitchak Menaged
Hameco Properties, Inc.
301 NE 51 Street, Suite 2160
Boca Raton, FL 33431

VIA FEDEX

Re: HAMECO PROPERTIES, INC. – Document #P00000098517
NATHAN'S PROPERTIES, INC. – Document #P03000095836
File No.: 1490.011

Dear Yitchak:

Enclosed are the following:

1. Articles of Amendment to the Articles of Incorporation for Hameco Properties, Inc. On page 4, please date, sign above your name, and have Mr. Haddad sign above his name. Then make a copy, as you will need to send an original and 1 copy in the FedEx to the State of Florida. Also, please either fax or email me a copy of the fully signed document for our file.
2. Articles of Amendment to the Articles of Incorporation for Nathan's Properties, Inc. On page 4, please date, and sign above your name in all 3 places. Then make a copy, as you will need to send an original and 1 copy in the FedEx to the State of Florida. Also, please either fax or email me a copy of the fully signed document for our file.
3. FedEx envelope to State of Florida which has the letter to Division of Corporations and the checks. Please make sure you enclose the original and 1 copy of each Amendment in this FedEx and send it via FedEx to the State of Florida.

If you have any questions, please do not hesitate to contact me at 321-397-2973.

Very truly yours,



Joann Duncan, Paralegal
For the Firm

JD
Enclosures

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
HAMECO PROPERTIES, INC.
Document No. P00000098517

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Pursuant to the provisions of Sections 607.1001, 607.1003, and 607.1006 of the Florida Business Corporation Act, the Corporation adopts the following Articles of Amendment to its Articles of Incorporation, as follows:

Article VII. Purpose.

Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Company (as defined below) is to engage solely in the following activities:

1. To own that certain parcel of real property, together with all improvements located thereon, in the City of Orlando, State of Florida and County of Orange, at 11350 Space Boulevard and 11300 Space Boulevard, Orlando, FL 32837 (collectively, the "Property").

2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.

3. To exercise all powers enumerated in the **Florida Business Corporations Act** necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

Article VIII. Single Purpose Entity/Separateness.

Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") with Rialto Mortgage Finance, LLC (together with its successors and/or assigns "Lender") to Hameco Properties, Inc. ("Company") and Nathan's Properties, Inc., pursuant to that certain Loan Agreement (the "Loan Agreement") by and between Company and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Article VIII and the other provisions of the Articles of Incorporation, the provisions of this Article VIII shall control and govern. All capitalized terms within this Article VIII shall have the meaning ascribed to them in that certain Loan Agreement. Company shall comply with the following requirements for so long as the Loan shall remain outstanding:

(a) Company (i) has been organized solely for the purpose of acquiring, owning, managing and operating the Property, entering into and performing its obligations under the Loan Documents, refinancing the Property in connection with a permitted repayment of the Loan, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing, and (ii) 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, management or operation of the Property.

(b) Company will not engage in any business or activity other than the ownership, management and operation of the Property and Company will conduct and operate its business as presently conducted and operated.

(c) 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 terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than those that would be available on an arm's-length basis from an unrelated third party.

(d) Company will not incur any Indebtedness other than (i) the Debt 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 clause (ii) shall be (A) outstanding not more than sixty (60) days and (B) incurred in the ordinary course of business. No Indebtedness, other than the Debt, may be secured (senior, subordinate or pari passu) by the Property.

(e) Company will not make any loans or advances to any other Person (including any Affiliate of Company, any constituent party of Company or any Affiliate of any constituent party), and has not acquired and shall not acquire obligations or securities of its Affiliates.

(f) Company is, and will remain solvent and Company has paid its debt and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same became due and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

(g) (i) Company will do and cause to be done, all things necessary to observe its organizational formalities and preserve its existence, (ii) Company will not terminate or fail to comply with the provisions of its Organizational Documents, and (iii) unless (A) Lender has consented in writing and (B) following a Securitization of the Loan, the Rating Agencies have issued a Rating Agency Confirmation in connection therewith, Company will not amend, modify or otherwise change its Organizational Documents.

(h) Company will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. Company's assets will not be listed as assets on the financial statement of any other Person; provided, however, that Company's assets may be included in a consolidated financial statement of its Affiliates provided that (A) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Company and such Affiliates and to indicate that Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (B) such assets shall be listed on Company's own separate balance sheet. Company shall file its own tax returns (to the extent Company is required to file any tax returns) and shall not file a consolidated federal income tax return with any other Person. Company shall maintain its books, records, resolutions and agreements as official records.

(i) Company (i) will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Company or any constituent party of Company), (ii) shall correct any known misunderstanding regarding its status as a separate entity, (iii) shall conduct business in its own name, (iv) shall not identify itself or any of its Affiliates as a division or department or part of the other and (v) shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(j) Company will 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.

(k) Neither Company nor any constituent party of Company will seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of Company, any sale or other transfer of all or substantially all of its assets or any sale or other transfer outside the ordinary course of business.

(l) Company will not commingle funds or other assets of Company with those of any Affiliate or constituent party or any other Person, and will hold all of its assets in its own name.

(m) Company will 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.

(n) Company will not assume, guarantee or become obligated for the debts or obligations 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.

(o) Company will not permit any Affiliate or constituent party independent access to its bank accounts.

(p) Company shall 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) Company shall compensate each of its consultants and agents from its funds for services provided to it. Company shall pay from its assets all obligations of any kind incurred.

(r) Without the unanimous consent of all of its directors, Company 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 Company or for all or any portion of Company's assets or properties, (iii) make any assignment for the benefit of Company's creditors, or (iv) take any action that might cause Company to become insolvent.

(s) Company will maintain an arm's-length relationship with its Affiliates.

(t) Company will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space.

(u) Except in connection with the Loan, Company will not pledge its assets or properties for the benefit of any other Person.

(v) Company has and will have no obligation to indemnify its stockholders, directors, managers, officers, partners or members, as the case may be, or, if applicable, has such an obligation that is fully subordinated to the Debt and that will not constitute a claim against Company if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation.

(w) The Company will not: (i) dissolve, merge, liquidate, consolidate; (ii) sell, transfer, dispose, or encumber (except in accordance with the Loan Documents) all or substantially all of its assets or properties or acquire all or substantially all of the assets or properties of any other Person; or (iii) engage in any other business activity, or amend its Organizational Documents with respect to any of the matters set forth in this Article VIII, without the prior consent of Lender in its sole discretion.

(x) Company will consider the interests of Company's creditors in connection with all actions.

(y) Company, except in connection with the Loan, does not have and will not have any of its obligations guaranteed by any Affiliate.

Company hereby acknowledges that Lender is the intended third-party beneficiary of the "special purpose" and "separateness" provisions provided in this Article.

Article IX Indemnification

Any and all Corporation obligations to indemnify its directors and officers shall not constitute a claim against the Corporation, as long as the Loan is outstanding.

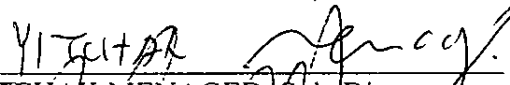
Article X Supersedes Original Articles

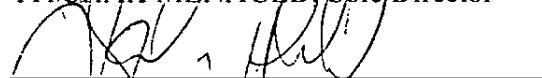
These Articles of Amendment to the Articles of Incorporation supersede the original Articles of Incorporation, and any inconsistency or contradiction shall be governed by these Articles of Amendment, including, without limitation, Articles VII and VIII herein specifically supersede Article II of the Articles of Incorporation.

These Amendments were adopted by the Board of Directors and Shareholders on December 30, 2014. The number of votes cast for these amendments by the Shareholders was sufficient for approval.

IN WITNESS WHEREOF, Hameco Properties, Inc. the undersigned has signed these Articles of Amendment to the Articles of Incorporation on this 7 day of January, 2015, on behalf of the Corporation and in doing so state under penalties of perjury that the requirements of Section 607.1003 Florida Statutes have been fulfilled.

HAMECO PROPERTIES, INC.


YITCHAK MENAGED, Sole Director


GAL HADDAD, President

Attest: 
GILBERT COHEN, Secretary