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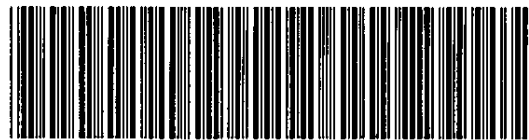
(Business Entity Name)

(Document Number)

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SEP. 23 2014

R. WHITE

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Plant Properties Corporation

DOCUMENT NUMBER: P03000042026

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

Please return all correspondence concerning this matter to the following:

Steven Platzek, Esq.

Name of Contact Person

Graner, Platzek, & Allison, P.A.

Firm/ Company

720 East Palmetto Park Road

Address

Boca Raton, FL 33432

City/ State and Zip Code

skp@granerlaw.com

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

For further information concerning this matter, please call:

Steven K. Platzek

Name of Contact Person

at (561) 750-2445

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

FILED

Articles of Amendment
to
Articles of Incorporation
of

14 SEP 15 PM 12:57

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Plant Properties Corporation

(Name of Corporation as currently filed with the Florida Dept. of State)

P03000042026

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

7119 Via Marbella

Boca Raton, FL 33433

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

7119 Via Marbella

Boca Raton, FL 33433

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

Graner, Platzek & Allison, P.A.

720 East Palmetto Park Road

(Florida street address)

New Registered Office Address:

Boca Raton

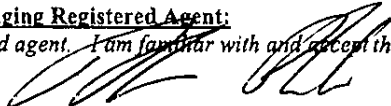
(City)

33432

Florida (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.


Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>VTS</u>	<u>Marilyn Frankel</u>	<u>8412 Marsala Way</u>
<input type="checkbox"/> Add			<u>Boynton Beach, FL 33472</u>
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>PD</u>	<u>Gerald Frankel</u>	<u>8412 Marsala Way</u>
<input type="checkbox"/> Add			<u>Boynton Beach, FL 33472</u>
<input checked="" type="checkbox"/> Remove			
3) <input type="checkbox"/> Change	<u>P</u>	<u>Jacob Elefant</u>	<u>7119 Via Marbella</u>
<input checked="" type="checkbox"/> Add			<u>Boca Raton, FL 33433</u>
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
5) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

(Attach additional sheets, if necessary). (Be specific)

[illegible][illegible]

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

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

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 9/12/14

Signature Jacob Elefant
(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)

Jacob Elefant

(Typed or printed name of person signing)

President

(Title of person signing)

AMENDED ARTICLES OF INCORPORATION
OF
PLANT PROPERTIES CORPORATION

Article I

The name of the Corporation is Plant Properties Corporation (the “**Corporation**”).

Article II

The street address of the Corporation’s registered office is 720 East Palmetto Park Road, Boca Raton, FL 33432. The name of its registered agent at that address is Graner Platzek & Allison, P.A.

Article III

Notwithstanding any other provision in these Articles of Incorporation (these “**Articles**”), the bylaws of the Corporation or any other documents governing the Corporation:

A. The purposes for which the Corporation is organized are limited solely to: (a) owning, operating and maintaining the real property located at 4404 574 Highway, Plant City, Florida 33563 (the “**Property**”) and (b) transacting any and all lawful business for which a corporation may be organized under the laws of the State of Florida that is incident, reasonable and appropriate to accomplish the foregoing.

B. Notwithstanding any provision of law that otherwise so empowers the Corporation, until such time as all obligations (the “**Debt**”) of the Corporation represented by the note payable (the “**Note**”) to Citigroup Global Markets Realty Corp. (the “**Lender**,” which term includes its transferees, successors and assigns) secured by one or more mortgages, deeds of trust, or deeds to secure debt (collectively, the “**Instruments**”) on the Property and by other related loan documents, in each case in favor of Lender (collectively with the Instruments, the “**Loan Documents**”), shall be discharged and the lien of the Instruments and the other Loan Documents shall be released from the Property:

1. The Corporation shall not do any of the following, without the affirmative vote of 100% of the members of its Board of Directors, which Board of Directors is required to consider the interests of creditors of the Corporation when conducting such vote:
 - (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute;
 - (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;
- (e) take any action in furtherance of the foregoing subparagraphs (a) through (d);

2. The Corporation shall not do any of the following:

- (a) acquire or own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;
- (b) engage in any business other than the ownership, management and operation of the Property;
- (c) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than as permitted pursuant to the terms and conditions of the Loan Documents;
- (d) enter into any contract or agreement with any affiliate, any constituent party or any affiliate of any constituent party, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party;
- (e) 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;
- (f) seek or effect the liquidation, dissolution, winding up, consolidation, asset sale, or merger, in whole or in part, of the Corporation;
- (g) commingle the funds and other assets with those of any affiliate or constituent party or any other person or entity;
- (h) assume or guarantee or become obligated for the debts of any other person or entity 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 or entity;
- (i) permit any affiliate or constituent party independent access to its bank accounts;

- (j) except in connection with the Debt or any prior mortgage financing that has been fully paid and discharged in full prior to the date hereof, pledge its assets for the benefit of any other person or entity;
- (k) without the unanimous consent of all of its directors, will not (i) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws (as defined in the Loan Agreement), (ii) seek or consent to the appointment of a receiver, liquidator or any similar official, (iii) take any action that might cause such entity to become insolvent, or (iv) make an assignment for the benefit of creditors
- (l) (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 Debt, 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, as applicable;
- (m) list its assets on the financial statement of any other person or entity, provided, however, that its 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 it and such affiliates and to indicate that its assets and credit are not available to satisfy the debts and other obligations of such affiliates or any other person or entity, and (ii) such assets shall be listed on its own separate balance sheet; or
- (n) identify itself or any of its affiliates as a division or part of any other entity.

C. Notwithstanding provision of law to the contrary, no obligation of the Corporation to indemnify its directors and/or officers shall constitute a claim against the Corporation until such time as all obligations under the Note are discharged and any lien of the Instruments and the other Loan Documents are released from the Property.

D. Notwithstanding provision of law that otherwise so empowers the Corporation, until such time as all obligations under the Loan Documents shall be discharged and the lien of the Instruments and the other Loan Documents shall be released from the Property, the Corporation shall at all times:

- (a) remain solvent will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

- (b) do all things necessary to observe organizational formalities and preserve its existence;
- (c) maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any other person or entity;
- (d) hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the Corporation or any constituent party of the Corporation), correct any known misunderstanding regarding its status as a separate entity, conduct business in its own name and maintain and utilize separate stationery, invoices and checks bearing its own name;
- (e) 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;
- (f) 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 or entity;
- (g) conduct its business so that the assumptions made with respect to the Corporation in any non-consolidation opinion delivered to Lender shall be true and correct in all respects;
- (h) pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations;
- (i) 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;
- (j) maintain an arm's-length relationship with its affiliates;
- (k) allocate fairly and reasonably shared expenses, including shared office space;
- (l) consider the interests of the Corporation's creditors in connection with all limited partnership or corporate actions;
- (m) cause any obligation of the Corporation to indemnify its officers or directors, as the case may be, to be fully subordinated to the Debt and 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;
- (n) conduct and operate its business as presently conducted and operated;

- (p) hold all of its assets in its own name;
- (q) file its own tax returns (to the extent it is required to file any such tax returns) and will not file a consolidated federal income tax return with any other person or entity; and
- (r) maintain its books, records, resolutions and agreements as official records.

C. These Articles have been amended as set forth herein for the express reason that the same was required by the Lender and would not have occurred in absence of such Lender's requirements. The provisions of this Article III are intended for the express benefit of the Lender, who shall have full standing to challenge any violation of such provisions.

G. When the Note has been paid in full and all obligations of the Corporation under the Instruments have been satisfied, the Corporation may amend these Articles without notice to or consent from the Lender or any rating agency.


H. Notwithstanding anything to the contrary in these Articles, until the Note has been paid in full and all obligations under the Loan Documents have been satisfied in full, the Corporation shall not amend the provisions specified in Article III without the consent of the Lender, its successors or assigns, or, after the securitization of the Debt only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender, its successor or assigns.

The name and address of the incorporator is as follows:

Jacob Elefant
7119 Via Marbella
Boca Ratn, FL 33433

The foregoing Articles of Incorporation have been duly adopted by the sole incorporation in accordance with the applicable provisions of the General Corporation Law of the State of Florida.

Executed this 12 day of Sept., 2014.



Jacob Elefant, Incorporator