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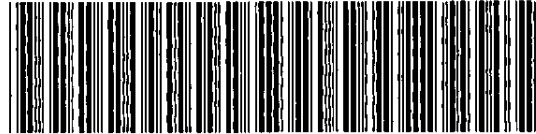
(Business Entity Name)

(Document Number)

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J. LEMMON



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 540374 4304009

AUTHORIZATION :

COST LIMIT : \$ 52,500

ORDER DATE : February 21, 2013

ORDER TIME : 8:30 AM

ORDER NO. : 540374-005

CUSTOMER NO: 4304009

DOMESTIC AMENDMENT FILING

NAME: ONE PLAZA CORP.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carina L. Dunlap -- EXT# 52951

EXAMINER'S INITIALS: _____

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ONE PLAZA CORP.**

FILED
13 FEB 21 AM 1:36
CLERK OF DISTRICT COURT
MIAMI COUNTY, FLORIDA

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, One Plaza Corp., a Florida corporation (the "Company") hereby amends its Articles of Incorporation, as follows:

1. PURPOSE.

The Company's business and purpose shall consist solely of the following:

- (a) To engage solely in the ownership, operation and management of the real estate project known as One Plaza located in Miami-Dade County, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and Bylaws; and
- (b) to engage in such other lawful activities permitted to corporations by the applicable laws and statutes for such entities of the State of Florida as are incidental, necessary or appropriate to the foregoing.

Capitalized terms used but not defined in Sections 2 through 5 shall have the meanings ascribed to them in that certain Multifamily Loan and Security Agreement (Non-Recourse) to be entered into by and between the Company and CBRE Multifamily Capital, Inc., a Delaware corporation.

2. LIMITATIONS/SEPARATENESS COVENANTS

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Company, so long as any portion of the Indebtedness remains outstanding, the Company:

- (a) shall not own any real property, personal property or assets other than the Mortgaged Property;
- (b) shall not own, operate or participate in any business other than the management and operation of the Mortgaged Property;
- (c) shall not incur any material financial obligation under or secured by any indenture, mortgage, deed of trust, deed to secure debt, loan agreement or other agreement or instrument to which Borrower is a party or by which Borrower or the Mortgaged Property is otherwise bound, other than:

- (1) unsecured obligations incurred in the ordinary course of the operation of the Mortgaged Property;
 - (2) if the Security Instrument grants a lien on a leasehold estate, Borrower's obligations as lessee under the ground lease creating such leasehold estate; and
 - (3) obligations under the Loan Documents and obligations secured by the Mortgaged Property to the extent permitted by the Loan Documents;
- (d) shall accurately maintain its financial statements, accounting records and other partnership, real estate investment trust, limited liability company or corporate documents, as the case may be, separate from those of any other Person (unless Borrower's assets have been included in a consolidated financial statement of a Borrower Affiliate in accordance with generally accepted accounting principles);
 - (e) shall not commingle its assets or funds with those of any other Person unless such assets or funds can be segregated and identified in the ordinary course of business;
 - (f) shall be adequately capitalized in light of its contemplated business operations;
 - (g) shall not assume, guarantee or become obligated for the liabilities of any other Person (except in connection with the Mortgage Loan or other mortgage loans that have been paid in full or collaterally assigned to Lender, including in connection with any Consolidation, Extension and Modification Agreement or similar instrument) or hold out its credit as being available to satisfy the obligations of any other Person; and
 - (h) shall not enter into, nor become a party to, any transaction with any Borrower Affiliate, except in the ordinary course of business and on terms which are no more favorable to any such Borrower Affiliate than would be obtained in a comparable arm's length transaction with an unrelated third party.

3. TITLE TO COMPANY PROPERTY.

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no shareholder or director shall have any ownership interest in any company property in its individual name or right and, each membership or other ownership interest in the Company shall be personal property for all purposes.

4. EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A SHAREHOLDER.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a shareholder shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such shareholder shall

have all the rights of such shareholder for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute shareholder. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any ownership interest in the Company shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent shareholder. Each shareholder waives any right it may have to agree in writing to dissolve the Company upon the bankruptcy of any shareholder (or all the shareholders) or the occurrence of an event that causes any shareholder (or all the shareholders) to cease to be shareholders in the Company.

5. SUBORDINATION OF INDEMNITIES.

All indemnification obligations of the Company are fully subordinated to any obligations relative to the Indebtedness or respecting the Property and such indemnification obligations shall in no event constitute a claim against the Company if cash flow in excess of amounts necessary to pay the Indebtedness is insufficient to pay such indemnification obligations.

Executed this 20th day of February, 2013, by the sole shareholder of the Company.

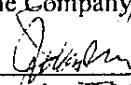
MELO DEVELOPMENT, INC.

By: 

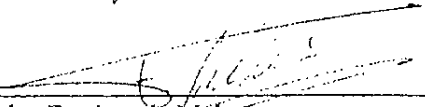
Name: CARLOS FERREIRA de Melo

Title: President

Approved and consented to by the Directors of the Company as of February 20 2013:



Jose Luis Ferreira de Melo



Carlos Ferreira de Melo



Martin Ferreira de Melo