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P05000147786

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March 17, 2014

FLORIDA DEPARTMENT OF STATE

Division of Corporations

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Darlene Connell
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**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
BOSSIER LAND ACQUISITION CORP.**

Document no. P05000147786

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following amendments to its Articles of Incorporation:

FIRST: A new **ARTICLE TEN** is hereby inserted in the Articles of Incorporation with the following text:

ARTICLE TEN – SPECIAL PURPOSE ENTITY

Subject to the last sentence of this **ARTICLE TEN**, at all times on and after March 12, 2014, Bossier Land Acquisition Corp. (the "Corporation") shall comply with the following requirements unless it has received prior consent to do otherwise from Secured Parties:

- (a) shall be organized solely for the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Mortgaged Property, entering into and performing its obligations under the Performance Security Documents with Collateral Agent, refinancing the Mortgaged Property in connection with a permitted repayment of the Obligations, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;
- (b) shall not engage in any business unrelated to the acquisition, development, ownership, management or operation of the Mortgaged Property;
- (c) shall not own any real property other than the Mortgaged Property;
- (d) shall not have any assets other than the Mortgaged Property and personal property necessary or incidental to its ownership and operation of the Mortgaged Property;
- (e) shall not engage in, seek, consent to or permit (i) any dissolution, winding up, liquidation, consolidation or merger of the Corporation, or (ii) any sale or other transfer of all or substantially all of the Corporation's assets or any sale of the Corporation's assets outside the ordinary course of its business, except as permitted by the Performance Security Documents;

(f) shall not cause, consent to or permit any amendment of this Articles of Incorporation or any other organizational document with respect to the matters set forth in this ARTICLE TEN without the consent of the Collateral Agent;

(g) shall have at least one (1) Independent Director, and shall not cause or permit the board of directors of the Corporation to commence any Material Proceeding unless at least one (1) Independent Director shall have participated in such vote and shall have voted in favor of such action;

(h) shall not (i) dissolve, merge, liquidate, consolidate; (ii) sell all or substantially all of its assets; or (iii) without the affirmative vote of at least one (1) Independent Director, commence any Material Proceeding;

(i) shall intend at all times to remain solvent and shall, provided that there is sufficient income from the Mortgaged Property to do so, pay its debts and liabilities (including, a fairly-allocated portion of any personnel and overhead expenses that it shares with any Affiliate) from its assets as the same shall become due, and shall intend to 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;

(j) shall not fail to correct any known misunderstanding regarding the separate identity of the Corporation and shall not identify itself as a division of any other Person;

(k) shall maintain its bank accounts, books of account, books and records separate from those of any other Person, and shall not file a consolidated federal income tax return with any other corporation except to the extent that it is required by law to file consolidated tax returns;

(l) shall maintain its own records, books, resolutions and agreements;

(m) shall not commingle its funds or assets with those of any other Person and shall not participate in any cash management system with any other Person;

(n) shall hold its assets in its own name;

(o) shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of the Corporation, except for business conducted on behalf of itself by another Person under a business management services agreement that is on commercially reasonable terms, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

(p) (i) shall maintain its financial statements, accounting records and other entity documents separate from those of any other Person; (ii) shall show, in its financial statements, its asset and liabilities separate and apart from those of any other Person; and (iii) shall not permit its assets to be listed as assets on the financial statement of any of its Affiliates except as required by GAAP; provided, however, that any such consolidated

financial statement contains a note indicating that Corporation's separate assets and credit are not available to pay the debts of such Affiliate and that the Corporation's liabilities do not constitute obligations of the consolidated entity;

(q) shall, provided that there is sufficient income from the Mortgaged Property to do so, pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and shall, provided that there is sufficient income from the Mortgaged Property to do so, maintain a sufficient number of employees in light of its contemplated business operations;

(r) shall observe all corporate formalities;

(s) has not incurred any indebtedness other than (i) acquisition financing with respect to the Mortgaged Property; construction financing with respect to the Improvements and certain off-site improvements required by municipal and other authorities as conditions to the construction of the Improvements, (ii) unsecured trade payables and operational debt not evidenced by a note, and (iii) indebtedness incurred in the financing of equipment and other personal property used on the Mortgaged Property;

(t) shall have no indebtedness other than (i) the obligations under the Performance Security Documents, (ii) liabilities incurred in the ordinary course of business relating to the ownership and operation of the Mortgaged Property and the routine administration of the Corporation, which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note and, provided that there is sufficient income from the Mortgaged Property to do so, are paid when due, and which amounts are normal and reasonable under the circumstances, and (iii) such other liabilities that are permitted pursuant to the Performance Security Documents;

(u) shall not assume or guarantee or become obligated for the debts of any other Person, shall not hold out its credit as being available to satisfy the obligations of any other Person and shall not pledge its assets for the benefit of any other Person, in each case except as permitted pursuant to the Performance Security Documents;

(v) shall not acquire obligations or securities of its shareholders or any other Affiliate of the Corporation;

(w) shall allocate fairly and reasonably any overhead expenses that are shared with any of its Affiliates, constituents, or owners, or any guarantors of any of their respective obligations, or any Affiliate of any of the foregoing, including, but not limited to, paying for shared office space and for services performed by any employee of an Affiliate;

(x) shall maintain and use separate stationery, invoices and checks bearing its name and not bearing the name of any other entity unless such entity is clearly designated as being the Corporation's agent;

(y) shall not pledge its assets to or for the benefit of any other Person other than with respect to loans secured by the Mortgaged Property and no such pledge remains outstanding except to the Secured Parties to secure the Obligations;

(z) shall hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of the Corporation;

(aa) shall maintain its assets in such a manner that it shall not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(bb) shall not make loans to any Person and shall not hold evidence of indebtedness issued by any other Person or entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);

(cc) shall not identify its shareholders, or any Affiliate of any of them, as a division or part of the Corporation;

(dd) other than capital contributions and distributions permitted under the terms of its organizational documents, shall not enter into or be a party to any transaction with any of its shareholders or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable terms comparable to those of an arm's-length transaction with an unrelated third party;

(ee) shall not have any obligation to, and shall not, indemnify its officers, directors or shareholders, in each case unless such an obligation or indemnification is fully subordinated to the Obligations and shall not constitute a claim against the Corporation in the event that its cash flow is insufficient to pay the Obligations;

(ff) shall consider the interests of its creditors in connection with all corporate actions;

(gg) shall not have any of its obligations guaranteed by any Affiliate except as provided by the Performance Security Documents;

(hh) shall not form, acquire or hold any subsidiary;

(ii) shall comply with all of the terms and provisions contained in its organizational documents;

(ij) shall not permit any Affiliate or constituent party independent access to its bank accounts; and

(kk) shall continue to be duly formed, validly existing, and in good standing in the State of Florida and in all other jurisdictions where it is qualified to do business;

For purposes of this ARTICLE TEN, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

"Collateral Agent" shall mean Wilmington Trust, National Association, a national banking association, not in its individual capacity but solely as collateral agent for the Secured Parties (together with its successors and assigns under the Mortgage).

"Control" shall mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise. "Controlled" and "Controlling" shall have correlative meanings.

"Independent Director" shall mean a natural Person who (a) is not at the time of initial appointment, or at any time while serving in such capacity, and is not, and has never been, and will not while serving as Independent Director: (i) a shareholder, director (with the exception of serving as the Independent Director of the Corporation), officer, employee, partner, member (other than a "special member" or "springing member"), manager, attorney or counsel of the Corporation, shareholders of the Corporation or any Affiliate of the Corporation; (ii) a customer, supplier or other person who derives any of its purchases or revenues from its activities with the Corporation, shareholders of the Corporation or any Affiliate of the Corporation; (iii) a Person Controlling or under common Control with any such shareholder, director, officer, employee, partner, member, manager, attorney, counsel, equity owner, customer, supplier or other Person; or (iv) a member of the immediate family of any such shareholder, director, officer, employee, partner, member, manager, attorney, counsel, equity owner, customer, supplier or other Person and (b) has (i) prior experience as an independent director or independent manager for a corporation, a trust or limited liability company whose charter documents required the unanimous consent of all independent directors or independent managers thereof before such corporation, trust or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state law relating to bankruptcy and (ii) at least three (3) years of employment experience with one or more nationally-recognized companies that provides, inter alia, professional independent directors or independent managers in the ordinary course of their respective business to issuers of securitization or structured finance instruments, agreements or securities or lenders originating commercial real estate loans for inclusion in securitization or structured finance instruments, agreements or securities (a "Professional Independent Director") and is at all times during his or her service as an Independent Director of the Corporation an employee of such a company or companies. A natural Person who satisfies the foregoing definition except for being (or having been) the independent director or independent manager of a "special purpose entity" affiliated with the Corporation (provided such Affiliate does not or did not own a direct or indirect equity interest in the Corporation) shall not be disqualified from serving as an Independent Director, provided that such natural Person satisfies all other criteria set forth above and that the fees such individual earns from serving as independent director or independent manager of Affiliates of the Corporation or in any given

year constitute in the aggregate less than five percent (5%) of such individual's annual income for that year. A natural Person who satisfies the foregoing definition other than subparagraph (a)(ii) shall not be disqualified from serving as an Independent Director of the Corporation if such individual is a Professional Independent Director and such individual complies with the requirements of the previous sentence.

"Material Proceeding" shall mean, with respect to the Corporation, to file any insolvency or reorganization case or proceeding, to institute proceedings to have the Corporation be adjudicated bankrupt or insolvent, to institute proceedings under any applicable insolvency law, to seek any relief under any law relating to relief from debts or the protection of debtors, to consent to the filing or institution of bankruptcy or insolvency proceedings against the Corporation, to file a petition seeking, or consent to, reorganization or relief with respect to the Corporation under any applicable federal or state law relating to bankruptcy or insolvency, to seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official of or for the Corporation or a substantial part of its property, to make any assignment for the benefit of creditors of the Corporation, to admit in writing the Corporation's inability to pay its debts generally as they become due, or to take action in furtherance of any of the foregoing.

"Mortgage" shall mean the Multiple Obligations Mortgage and Assignment of Leases and Rents granted by the Corporation in favor of the Collateral Agent granting a mortgage lien and continuing security interest in the Mortgaged Property.

"Mortgaged Property" shall have the meaning ascribed to such term in the Mortgage.

"Obligations" shall have the meaning ascribed to such term in the Mortgage.

"Performance Security Documents" shall have the meaning ascribed to such term in the Mortgage.

"Person" shall mean an individual, partnership, limited liability company, corporation, trust, estate, limited partnership, limited liability partnership, firm, association, joint venture, unincorporated organization, sole proprietorship, governmental authority or agency, foreign entity or organization or other entity or organization.

"Secured Party" and "Secured Parties" means, individually and collectively, Peter R. Baronoff, Lawrence Leder, Howard Koslow, Malinda Baronoff, Jane Koslow, Carole Leder, Mark Dawson and the Collateral Agent.

Notwithstanding any other provision of this **ARTICLE TEN** or this Articles of Incorporation, any other organizational documents or any provisions of law that empower the Company, the provisions of this **ARTICLE TEN** shall be operative and controlling only for so long any Obligation is outstanding, and thereafter this **ARTICLE TEN** shall be of no further force and effect.

SECOND: This amendment shall become effective upon its filing with the Florida Department of State.

THIRD: This amendment was adopted by the shareholders of the Corporation on March 12, 2014. The number of votes cast for this amendment by the shareholders was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed this Articles of Amendment
as of this 4th day of March, 2014.

By: 

Name: James Hopwood

Title: Secretary