

10/09/2015

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LAXMI MM, INC.**

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ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of
LAXMI MM, INC.

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The Articles of Incorporation of Laxmi MM, Inc., a Florida corporation (the "Corporation"), filed with the Department of State on June 1, 2006, as Document Number P06000076137, are amended as shown below:

Exhibit "A" of the Articles of Incorporation are hereby deleted in its entirety and replaced with a new Exhibit "A" attached hereto.

The foregoing amendment was adopted by a written consent action dated October 8, 2015. The number of votes cast by the Shareholders and Directors in favor of the foregoing amendment was sufficient to approve the foregoing amendment.

[Signature page to follow]

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IN WITNESS WHEREOF, the undersigned being the President of the Corporation, has executed these Articles of Amendment on October 8, 2015.

A handwritten signature in black ink, appearing to read 'Sanjaykumar J. Patel', written over a horizontal line.

Sanjaykumar J. Patel, President

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EXHIBIT "A"
to
ARTICLES OF INCORPORATION
(LAXMI MM, INC.)

SPECIAL PURPOSE ENTITY

1. **Definitions.** Capitalized terms used, but not defined herein, and defined in the Loan Agreement, shall have the same meanings assigned to such terms in the Loan Agreement. As used herein, the following terms shall have the following meanings:

(a) **"Affiliate"** means, 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;

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

(c) **"Company"** means Laxmi Properties, L.L.C., a Florida limited liability company.

(d) **"Lender"** means JPMorgan Chase Bank, National Association.

(e) **"Loan Agreement"** means that certain Loan Agreement dated October 8, 2015 by and between the Company, as borrower, and Lender, as lender.

(f) **"Loan Documents"** means any and all documents, agreements, certificates, schedules, notes, statements and opinions executed or delivered pursuant to the Loan Agreement.

(g) **"Person"** means any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

2. **Purpose.** Notwithstanding any provision hereof to the contrary, Manager's purpose is to solely act as the Manager of the Company, whose purpose is to acquire, develop, own, hold, sell, lease, transfer, exchange, manage and operate the Property, entering into and performing its obligations under the Loan Documents with Lender, 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.

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3. Indemnification. Notwithstanding any provision hereof to the contrary, the following shall govern. Any indemnification shall be fully subordinated to any obligations respecting the Company or the Property and shall not constitute a claim against the corporation in the event that cash flow is insufficient to pay such obligations.

4. Covenants. Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in the articles of incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

(a) It shall not engage in any business unrelated to the acquisition, development, ownership, management or operation of the Property;

(b) It will not own any real property other than the Property;

(c) It will not have any assets other than the Property and personal property necessary or incidental to its ownership and operation of the Property;

(d) It shall not engage in, seek or consent to (A) any dissolution, winding up, liquidation, consolidation or merger, or (B) any sale or other transfer of all or substantially all of its assets or any sale of assets outside the ordinary course of its business, except as permitted by the Loan Documents;

(e) It shall not cause, consent to or permit any amendment of its limited partnership agreement, articles of incorporation, articles of organization, certificate of formation, operating agreement or other formation document or organizational document (as applicable) with respect to the matters set forth in this definition;

(f) It shall not cause or permit its board of directors to take any Material Action or any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board of directors, unless all of the members of its board of directors shall have participated in such vote and shall have voted in favor of such action;

(g) It shall not (1) dissolve, merge, liquidate, consolidate; (2) sell all or substantially all of its assets; (3) amend its organizational documents with respect to the matters set forth in this definition without the consent of Lender; or (4) without the unanimous consent of all of its partners, directors or members (including any manager), as applicable: (A) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding, institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the entity or a substantial portion of its property; (C) make an

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assignment for the benefit of the creditors of the entity; or (D) take any action in furtherance of any of the foregoing;

(h) It shall at all times remain solvent and shall 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 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; provided, however, nothing in this clause shall obligate the direct or indirect owners of Company to make any additional capital contributions to Company;

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

(j) It shall maintain its bank accounts, books of account, books and records separate from those of any other Person and, to the extent that it is required to file tax returns under applicable law, shall file its own tax returns, except to the extent that it is required by law to file consolidated tax returns and, if 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;

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

(l) It 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;

(m) It shall hold its assets in its own name;

(n) It shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of itself or of Company and fictitious names used by restaurants, sundry shops and other providers of goods and services located on the Property which are owned and operated by such entity, 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 Manager;

(o) It shall maintain its financial statements, accounting records and other entity documents separate from those of any other Person; (B) shall show, in its financial statements, its asset and liabilities separate and apart from those of any other Person; and (C) shall not permit its assets to be listed as assets on the financial statement of any of its Affiliates except as required by GAAP or the Uniform System of Accounts; provided, however, that any such consolidated financial statement contains a note indicating that the Manager's separate assets and credit are not available to pay the debts of such Affiliate and that the Manager's liabilities do not constitute obligations of the consolidated entity;

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(p) It shall pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and shall maintain a sufficient number of employees, if any, in light of its contemplated business operations;

(q) It shall observe all partnership, corporate or limited liability company formalities, as applicable;

(r) It shall not incur any Indebtedness other than (A) acquisition financing with respect to the 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; and first mortgage financings secured by the Property; and Indebtedness pursuant to letters of credit, guaranties, interest rate protection agreements and other similar instruments executed and delivered in connection with such financings, (B) unsecured trade payables and operational debt not evidenced by a note, and (C) Indebtedness incurred in the financing of equipment and other personal property used on the Property;

(s) It shall have no Indebtedness other than (A) the Loan, (B) liabilities incurred in the ordinary course of business relating to the ownership and operation of the Property and the routine administration of Company, in amounts not to exceed 2% of the amount of the Loan which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note and are paid when due, and which amounts are normal and reasonable under the circumstances, and (C) such other liabilities that are permitted pursuant to the Loan Agreement;

(t) It will not assume, 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 or shall not pledge its assets for the benefit of any other Person, in each case except as permitted pursuant to the Loan Agreement;

(u) It shall not acquire obligations or securities of its partners, members or shareholders or any other owner or Affiliate;

(v) It 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;

(w) It 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 Manager's agent;

(x) It not pledge its assets to or for the benefit of any other Person other than with respect to loans secured by the Property and no such pledge remains outstanding except to Lender to secure the Loan;

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(y) It 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 Company and not as a division or part of any other Person,

(z) It 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;

(aa) It 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).

(bb) It shall not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it, and shall not identify itself as a division of any other Person;

(cc) Other than capital contributions and distributions permitted under the terms of its organizational documents, It shall not enter into or be a party to, any transaction with any of its partners, members, 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;

(dd) It shall not have any obligation to, and shall not indemnify its partners, officers, directors or members, as the case may be, in each case unless such an obligation or indemnification is fully subordinated to the Debt and shall not constitute a claim against it in the event that its cash flow is insufficient to pay the Debt;

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

corporate action

(ff) It shall not have any of its obligations guaranteed by any Affiliate except as provided by the Loan Documents and except for customary guarantees given in respect of the prior loan securing the Property;

(gg) It shall comply with all of the terms and provisions contained in its organizational documents.

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

(ii) It shall continue to be duly formed, validly existing, and in good standing in the state of its incorporation or formation and in all other jurisdictions where it is qualified to do business; and

(jj) It shall pay all taxes which it owes.

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