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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
SECOND PLAZA CORP.**

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November 19, 2021

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SECOND PLAZA CORP.
250 N.E. 25 STREET
SUITE#201
MIAMI, FL 33137

SUBJECT: SECOND PLAZA CORP.
REF: P10000020813

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The amendment must be adopted in one of the following manners:

(1) If an amendment was approved by the shareholders, one of the following statements must be contained in the document.

(a) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval, -or-

(b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

(2) If an amendment was adopted by the incorporators or board of directors without shareholder action.

(a) A statement that the amendment was adopted by either the incorporators or board of directors and that shareholder action was not required.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Terri J Schroeder
Regulatory Specialist III

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SECOND AMENDMENT TO ARTICLES OF INCORPORATION OF SECOND PLAZA CORP.

This Second Amendment to Articles of Incorporation (this "**Amendment**") of Second Plaza Corp., a Florida corporation (the "**Company**"), is made effective as of November 12, 2021.

RECITALS

A. The Company was formed pursuant to Articles of Incorporation dated March 4, 2010 and filed with the Secretary of State of Florida, effective March 8, 2010 (the "**Original Articles**").

B. The Articles of Incorporation were amended pursuant to those certain Articles of Amendment to Articles of Incorporation dated February 7, 2012 and filed with the Secretary of State of Florida on February 9, 2012 (the "**First Amendment**").

C. The Original Articles and First Amendment collectively constitute the "**Governing Agreement**" of the Company. The Company has agreed, in order to satisfy certain conditions respecting the Loan (as defined below), to amend the Governing Agreement as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. (a) The number of votes cast for this Amendment by the shareholders in the manner required by Chapter 607, Florida Statutes, and by the Governing Agreement, was sufficient for approval. (b) Section 2 of the First Amendment is hereby deleted in its entirety and replaced with the following:

2. SINGLE PURPOSE ENTITY REQUIREMENTS. Notwithstanding anything to the contrary in this Amendment, the Governing Agreement, or in any other document governing the formation of the Company, for so long as the Loan exists on any portion of the Mortgaged Property, the following provisions shall control and this Section 2 will govern and supersede all other provisions of the Governing Agreement.

(a) **Definitions.** When used in this Section, the following terms not otherwise defined in the Governing Agreement shall have the meanings set forth below. Capitalized terms used but not defined in this Section shall have the meanings defined in the Loan Agreement.

"**Lender**" means BERKADIA COMMERCIAL MORTGAGE LLC, a Delaware limited liability company.

"**Loan**" means that certain loan in the original principal amount of approximately \$21,454,000.00 to be made by Lender and secured by the Mortgaged Property.

"**Loan Agreement**" means the Multifamily Loan and Security Agreement by and between the Company and Lender entered into in connection with the Loan, as such may hereafter be further amended, restated, or modified.

“Loan Documents” means those certain documents and instruments executed in connection with the Loan, as such may hereafter be further amended, restated, or modified.

“Single Purpose Entity” means a limited liability company, limited partnership, or corporation which at all times will satisfy each of the following conditions:

- (i) It will not engage in any business or activity, other than the ownership, operation and maintenance of the Mortgaged Property and activities incidental thereto.
- (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop or improve any assets other than the Mortgaged Property and such Personality as may be necessary for the operation of the Mortgaged Property and will conduct and operate its business as presently conducted and operated.
- (iii) It will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its formation or organization and will do all things necessary to observe organizational formalities.
- (iv) It will not merge or consolidate with any other Person.
- (v) It will not take any action to dissolve, divide or create divisions, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure; transfer or permit the direct or indirect transfer of any partnership, membership or other equity interests, as applicable, other than Transfers permitted under the Loan Agreement; issue additional partnership, membership or other equity interests, as applicable, or seek to accomplish any of the foregoing.
- (vi) It will not, without the prior unanimous written consent of all of the Company's partners, members, or shareholders, as applicable, and, if applicable, the prior unanimous written consent of 100% of the members of the board of directors or of the board of Managers of the Company, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have the Company be adjudicated bankrupt or insolvent.
 - (B) Institute proceedings under any applicable insolvency law.
 - (C) Seek any relief under any law relating to relief from debts or the protection of debtors.
 - (D) Consent to the filing or institution of a Bankruptcy against the Company.

- (E) File a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy or insolvency.
 - (F) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for the Company or a substantial part of its property.
 - (G) Make any assignment for the benefit of creditors of the Company.
 - (H) Admit in writing the Company's inability to pay its debts generally as they become due.
 - (I) Take action in furtherance of any of the foregoing.
- (vii) It will not amend or restate its organizational documents if such change would cause the provisions set forth in those organizational documents not to comply with the requirements set forth in Section 6.13 of the Loan Agreement.
 - (viii) It will not own any subsidiary or make any investment in, any other Person.
 - (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
 - (x) It will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following:
 - (A) The Indebtedness and any further indebtedness as described in Section 11.11 of the Loan Agreement with regard to Supplemental Instruments.
 - (B) Customary unsecured trade payables incurred in the ordinary course of owning and operating the Mortgaged Property provided the same are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of 2% of the original principal amount of the Indebtedness and are paid within 60 days of the date incurred.
 - (xi) It will maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that the Company's assets may be included in a consolidated financial statement of its Affiliate provided that (A) appropriate notation will be made on such consolidated financial statements to indicate the separateness of the Company from such Affiliate and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) such assets will also be listed on the Company's own separate balance sheet.

- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of the Company or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) It will not assume or guaranty (excluding any guaranty that has been executed and delivered in connection with the Note) the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit as being available to satisfy the obligations of any other Person.
- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except for those investments permitted under the Loan Documents and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) It will file its own tax returns separate from those of any other Person, unless the Company (A) is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law or (B) is required by applicable law to file consolidated tax returns, and will pay any taxes required to be paid under applicable law.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) It 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 and will pay its debts and liabilities from its own assets as the same become due; provided, however, that nothing in this Section will require any member or partner of the Company or any Borrower Principal (as defined in the Loan Agreement) to make any equity contribution to the Company.
- (xix) It will allocate fairly and reasonably shared expenses with Affiliates (including shared office space) and use separate stationery, invoices and checks bearing its own name.


- (xx) It will pay (or cause the Property Manager to pay on behalf of the Company from the Company's funds) its own liabilities (including salaries of its own employees) from its own funds; provided, however, that nothing in this Section will require any member or partner of the Company or any Borrower Principal to make any equity contribution to the Company.
- (xxi) It will not acquire obligations or securities of its partners, members, shareholders, or Affiliates, as applicable.
- (xxii) Except as contemplated or permitted by the property management agreement with respect to the Property Manager, it will not permit any Affiliate or constituent party independent access to its bank accounts.
- (xxiii) It will maintain a sufficient number of employees (if any) in light of its contemplated business operations and pay the salaries of its own employees, if any, only from its own funds; provided, however, that nothing in this Section will require any member or partner of the Company or any Borrower Principal to make any equity contribution to the Company.

2. In all other respects the Governing Agreement remains in full force and effect, without amendment.

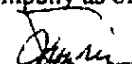
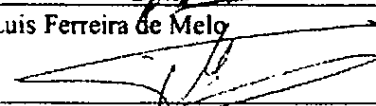
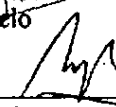
IN WITNESS WHEREOF, this Amendment is executed as of this 12th day of November, 2021.

Executed this 12th day of November, 2021, by the sole shareholder of the Company.

MELO DEVELOPMENT, INC.

By: 
 Name: Eduardo F. Melo
 Title: PRESIDENT

Approved and consented to by the Directors of the Company as of November 12, 2021:


 Jose Luis Ferreira de Melo

 Carlos Ferreira de Melo

 Martin Ferreira de Melo

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