

P120000399a9

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H12000125872 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6380

From: Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-0821
Fax Number : (850) 558-1515

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
HGA MANAGEMENT INC.**

Certificate of Status	1
Certified Copy	1
Page Count	09
Estimated Charge	\$52.50

RECEIVED

12 MAY -7 AM 8:27

FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2012 MAY -7 P 2:31

FILED

T. Lemieux

T. LEMIEUX

MAY 08 2012

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: HGA MANAGEMENT INC.

DOCUMENT NUMBER: P12000039929

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

Please return all correspondence concerning this matter to the following:

JEFFERY W. WELLS

Name of Contact Person

HGA MANAGEMENT INC.

Firm/ Company

211 CAROLINE STREET - OFFICE

Address

CAPE CANAVERAL, FLORIDA 32920

City/ State and Zip Code

WELLSBOYS@CFL.RR.COM

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

For further information concerning this matter, please call:

JEFFERY W. WELLS

Name of Contact Person

at (517) 256-7111

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

Articles of Amendment
to
Articles of Incorporation
of

HGA MANAGEMENT INC.

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

P 12000039929

(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:

N/A

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)

N/A

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

N/A

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 N/A

(Florida street address)

New Registered Office Address: N/A, Florida N/A
(City) (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.

N/A
Signature of New Registered Agent, if changing

FILED
2012 MAY -7 P 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

<input checked="" type="checkbox"/> Change	PT	John Doe
<input type="checkbox"/> Remove	V	Mike Jones
<input checked="" type="checkbox"/> Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input checked="" type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	_____	_____	_____ _____ _____
2) <input checked="" type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	_____	_____	_____ _____ _____
3) <input checked="" type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	_____	_____	_____ _____ _____
4) <input checked="" type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	_____	_____	_____ _____ _____
5) <input checked="" type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	_____	_____	_____ _____ _____
6) <input checked="" type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	_____	_____	_____ _____ _____

E. If amending or adding additional Articles, enter change(s) here:*(attach additional sheets, if necessary). (Be specific)*

Amend : ARTICLE III as follows:

ARTICLE III

The purpose for which this corporation is organized is:

~~**ANY AN ALL LAWFUL BUSINESS**~~ (DELETE)

ADD: PLEASE SEE ATTACHED

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:*(if not applicable, indicate N/A)***N/A**

SPE Provisions (Corporate Managing Member)

1. **SPE Provisions.** Notwithstanding any other provisions of these Articles, and so long as any obligations secured by the Security Instrument (as defined below) remain outstanding and not discharged in full, no officer, director or shareholder of HGA Management, Inc. (the "Corporation") shall have any authority to cause the Corporation to, and the Corporation shall not:

(a) engage in any business or activity other than the ownership of its equity interest in Huntington Green of Melbourne, LLC ("Borrower") who will obtain financing (the "Loan") as evidenced by a Promissory Note executed by the Borrower and made payable to **Barclays Bank PLC, a public company registered in England and Wales** (together with its successors and assigns, "Lender") and a Loan Agreement entered by the Borrower and Lender (as amended, the "Loan Agreement") and secured by the lien on the Properties evidenced by a Renewal, Amended and Restated *Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing* filed in the official public records of Brevard County, Florida for the benefit of Lender (the "Security Instrument"), and activities incidental thereto;

(b) acquire or own any material asset other than its equity interest in Borrower;;

(c) merge into or consolidate with any Person or, to the fullest extent permitted by law, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(d) (i) fail to observe its organizational formalities or preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the State where the Properties are located, if applicable, or (ii) without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Corporation's Corporation organizational documents;

(e) other than the Corporation's equity ownership interest in Borrower, own any subsidiary or make any investment in, any Person without the prior written consent of Lender;

(f) commingle its assets with the assets of any of its shareholders, any 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 including any guarantor ("Affiliates") or of any other Person, participate in a cash management system with any other Person or fail to use its own separate stationery, telephone number, invoices and checks;

(g) incur any debt secured or unsecured, direct or contingent (including guaranteeing any obligations);

(h) to the extent the Properties produces sufficient revenue, become insolvent and fail to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(i) (i) fail to maintain its records (including financial statements), books of account and bank accounts separate and apart from those of the members, general partners, principals and Affiliates of the Corporation and any other Person, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other Person or (iii) include the assets or liabilities of any other Person on its financial statements; provided, however, that its assets may be included in a consolidated financial statement of its Affiliates, provided that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

(j) enter into any contract or agreement with any member, general partner, principal or Affiliate of the Corporation, Guarantor or any member, general partner, principal or Affiliate thereof, except upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or Affiliate the Corporation, as the case may be, Guarantor or any member, general partner, Corporation or Affiliate thereof;

(k) to the fullest extent permitted by law, seek the dissolution or winding up in whole, or in part, of the Corporation,;

(l) fail to correct any known misunderstandings regarding the separate identity of the Corporation, or any member, general partner, principal or Affiliate thereof or any other Person;

(m) guarantee or become obligated for the debts of any other Person or hold itself out to be responsible for the debts of another Person other than with respect to the Loan;

(n) make any loans or advances to any third party, including any member, general partner, principal or Affiliate of the Corporation, as the case may be, or any member, general partner, principal or Affiliate thereof, and shall not acquire obligations or securities of any member, general partner, principal or Affiliate of the Corporation or any member, general partner, or Affiliate thereof;

(o) fail to file its own tax returns or be included on the tax returns of any other Person except as required by Applicable Law;

(p) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or a name franchised or licensed to it by an entity other than an Affiliate of the Corporation, and not as a division or part of any other entity in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Corporation, is responsible for the debts of any

third party (including any member, general partner, principal or Affiliate of Borrower, or of the Corporation, as the case may be, or any member, general partner, principal or Affiliate thereof);

(q) to the extent the real property commonly known as 180 apartments located at 1135 N. Wickham Road, Melbourne, Florida produces sufficient revenue, fail 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;

(r) share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or Affiliate of the Corporation, (ii) any Affiliate of a general partner, principal or member of the Corporation, or (iii) any other Person;

(s) fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(t) pledge its assets for the benefit of any other Person;

(u) fail to maintain a sufficient number of employees in light of its contemplated business operations;

(v) for so long as the Loan is outstanding pursuant to the Note, the other Loan Documents, 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, or make an assignment for the benefit of creditors without the affirmative vote of and of all other general partners/managing members/directors;

(w) fail to hold its assets in its own name;

(x) fail to consider the interests of its creditors in connection with all corporate actions to the extent permitted by Applicable Law;

(y) have any of its obligations guaranteed by an Affiliate except Guarantor in connection with the Loan.

The date of each amendment(s) adoption: May 7, 2012

Effective date if applicable: May 7, 2012

(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 May 7, 2012

Signature _____

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)

JEFFERY W. WELLS.

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)