

P14000047988

(Requestor's Name)

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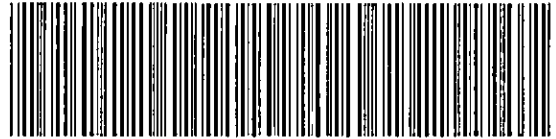
(Business Entity Name)

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Amended  
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JUL 24 2020  
I ALBRITTON

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195  
REFERENCE : 359901 8313451  
AUTHORIZATION : *[Signature]*  
COST LIMIT : \$ 35.00

ORDER DATE : July 17, 2020  
ORDER TIME : 12:08 PM  
ORDER NO. : 359901-010  
CUSTOMER NO: 8313451

DOMESTIC AMENDMENT FILING

NAME: FH PLUS INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Amanda Robinson -- EXT# 62968

EXAMINER'S INITIALS:

*[Handwritten initials: 10]*

RECEIVED  
TALLAHASSEE, FL 32301  
20 JUL 20 PM 2:37

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

**OF**

**FH PLUS INC.**

Pursuant to Section 607.1007, Florida Statutes, the Board of Directors and the Shareholders of **FH PLUS INC.** (hereinafter referred to as "Company"), amend and restate the Company's Articles of Incorporation, effective as of July 1, 2020, as follows:

**ARTICLE I**

**NAME**

The name of this Company shall be FH PLUS INC.

**ARTICLE II**

**PURPOSE**

1. The general purpose of this Company shall be to conduct all other lawful business. This Company shall have all of the powers enumerated in the Florida Business Company Act ("Act"), as the same now exists and as hereafter amended, and all such other powers as are permitted by way of applicable law, including, without limitation and only by illustration, the following:

(a) To have a corporate seal, which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed, affixed, or in any other manner reproduced.

(b) To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal in and with real or personal property or any interest therein, wherever situated.

(c) To sell, convey, mortgage, pledge, create security interests in, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets.

(d) To lend money to and use its credit to assist its officers and employees.

(e) To purchase or otherwise acquire letters of intent, concessions, licenses, inventions, rights and privileges, subject to royalty or otherwise, and whether exclusive, non-exclusive, or limited, or any part interest in any of the foregoing, whether in the United States or in any part of the world; to sell, let, or otherwise grant any patent rights, concessions, licenses, inventions, rights or privileges or any interest therein, to register any patent or patents for any invention or inventions, or obtain exclusive or other privileges in respect of the same, in any part of the world, and to apply for, exercise, use or otherwise deal with any patent rights, concessions,

monopolies, or other rights or privileges either in the United States or in any other part of the world; to manufacture and produce, and trade and deal in all goods, machinery, plants, articles, appliances, and other things capable of being manufactured, produced, or traded in, by virtue of or in connection with any such letters, patent, concessions, licenses, inventions, rights, or privileges as aforesaid.

(f) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise sell and deal in and with, shares or other interests in, or obligations of, other domestic or foreign Companies, associations, partnerships or individuals, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof.

(g) To aid in any manner any Company, stock company, association, trust, trustee, government or governmental entity, or other person or entity whatsoever, whose stock, bonds, or other obligations or securities of any kind or character are held or are in any manner guaranteed by it, and to do any other acts or things for the preservation, protection or improvement or enhancement of the value of any property or rights or interests in property of any kind or character owned or held by it, and to do any acts or things, or refrain from doing any acts or things designed for any such purpose.

(h) To make contracts and guarantees and incur liabilities, borrow money at such rates of interest as its Board of Directors may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises, and income.

(i) To enter into, make, receive assignments of, grant assignments of, and perform contracts of every nature and kind for any lawful purpose.

(j) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.

(k) To conduct its business, carry on its operations, and have offices and exercise the powers granted by the Florida Business Company Act or by other applicable law within or without the State of Florida.

(l) To elect or appoint officers and agents and define their duties and fix their compensation.

(m) To make and alter by-laws not inconsistent with its articles of incorporation or with the laws of the State of Florida for the administration and regulation of its affairs.

(n) To transact any lawful business which its Board of Directors shall find to be in aid of governmental policy.

(o) To pay pensions and establish retirement and pension plans, profit sharing plans, stock bonus plans, stock option plans, and other incentive plans for any or all of its directors, officers and employees and for any or all of the directors, officers and employees of its subsidiaries.

(p) To be a promoter, incorporator, general partner, limited partner, member, associate, or manager of any Company, partnership, limited partnership, joint venture, trust, or other enterprise.

(q) To have and exercise all powers necessary or convenient to effect its general purpose.

2. Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Company, is to engage solely in the following activities:

1. To own its managing membership interest in FH Plus Holding USA LLC.

2. To exercise all powers enumerated in the Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

3. Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") made by UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York (together with its successors and assigns, collectively, "Lender") to FH Plus Holding USA LLC ("Borrower"), pursuant to that certain Loan Agreement (the "Loan Agreement") by and between Borrower and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Section 3 and the other provisions of this Agreement, the provisions of this Section 3 shall control and govern. All capitalized terms within this Section 3 shall have the meaning ascribed to them in that certain Loan Agreement. Company has complied since the date of its formation with the following requirements, and shall comply with such requirements for so long as the Loan shall remain outstanding:

(a) Company will not own any asset or property other than its managing membership interest in the Borrower.

(b) Company will not engage in any business or activity other than the lawful business that is incident, necessary and appropriate to its ownership interest in the Borrower.

(c) Company has not entered and will not enter into any contract or agreement with any Affiliate of Company, any constituent party of Company or any Affiliate of any constituent party, except upon terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than those that would be available on an arm's-length basis from an unrelated third party.

(d) Company has not incurred and will not incur any Indebtedness other than (i) the Debt, and (ii) unsecured trade payables incurred in the ordinary course of business related to the

ownership of an interest in Borrower that (A) do not exceed at any one time \$10,000, and (B) are paid within thirty (30) days of the date incurred.

(e) Company has not made and will not make any loans or advances to any other Person (including any Affiliate of Company, any constituent party of Company or any Affiliate of any constituent party), and has not acquired and shall not acquire obligations or securities of its Affiliates.

(f) Company has been, is, and will endeavor to remain solvent and Company has paid its debt and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same became due and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due; provided that the foregoing shall not create an obligation on the part of any direct or indirect member of Company, or any officer, director, employee, trustee, beneficiary or Affiliate of any of the foregoing, to make capital contributions, equity infusions or loans to Company.

(g) (i) Company has done or caused to be done, and will do and cause to be done, all things necessary to observe its organizational formalities and preserve its separate existence, (ii) Company has not terminated or failed to comply with, will not terminate or fail to comply with the provisions of its Organizational Documents, (iii) Company has not amended, modified or otherwise changed its Organizational Documents, except for this Amended and Restated Articles of Incorporation of FH Plus Inc. and (iv) unless (A) Lender has consented in writing and (B) following a Securitization of the Loan, the Rating Agencies have issued a Rating Agency Confirmation in connection therewith, Company will not amend, modify or otherwise change its Organizational Documents.

(h) Company has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. Company's assets have not been listed as assets on the financial statement of any other Person; provided, however, that Company's assets may have been included in a consolidated financial statement of its Affiliates; provided that, if applicable, (i) appropriate notation were made on such consolidated financial statements to indicate the separateness of Company and such Affiliates and to indicate that Company's assets and credit were not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets were listed on Company's own separate balance sheet. Company's assets will not be listed as assets on the financial statement of any other Person; provided, however, that Company's assets may be included in a consolidated financial statement of its Affiliates provided that, if applicable, (A) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Company and such Affiliates and to indicate that Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (B) such assets shall be listed on Company's own separate balance sheet. Company has filed and shall file its own tax returns (except to the extent Company was or is treated as a "disregarded entity" for tax purposes and was or is not required to file any tax returns under applicable law), has not filed and shall not file a consolidated federal income tax return with any other Person, and has paid and shall pay any taxes required to be paid under applicable law.

Company has maintained and shall maintain its books, records, resolutions and agreements as official records.

(i) Company (i) has been, will be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Company or any constituent party of Company), (ii) has corrected and shall correct any known misunderstanding regarding its status as a separate entity, (iii) has conducted and shall conduct business in its own name, (iv) has not identified and shall not identify itself or any of its Affiliates as a division or department or part of the other and (v) has maintained and utilized and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(j) Company has maintained and will endeavor 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; provided, that the foregoing shall not create an obligation on the part of any direct or indirect member of Company, or any officer, director, employee, trustee, beneficiary or Affiliate of any of the foregoing, to make capital contributions, equity infusions or loans to Company.

(k) Neither Company nor any constituent party of Company has sought and, to the fullest extent permitted by applicable law, neither Company nor any constituent party of Company will seek or effect the division, liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of Company, any sale or other transfer of all or substantially all of its assets or any sale or other transfer outside the ordinary course of business.

(l) Company has not commingled and will not commingle funds or other assets of Company with those of any Affiliate or constituent party or any other Person, and has held and will hold all of its assets in its own name.

(m) Company has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person.

(n) Company did not assume, guarantee or become obligated for the debts or obligations of any other Person and did not hold itself out to be responsible for or have its credit or assets available to satisfy the debts or obligations of any other Person. Company will not assume, guarantee or become obligated for the debts or obligations of any other Person and does not and will not hold itself out to be responsible for or have its credit or assets available to satisfy the debts or obligations of any other Person.

(o) Intentionally omitted.

(p) Company has not permitted and will not permit any Affiliate or constituent party independent access to its bank accounts.

(q) Company has paid and shall pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and has maintained and shall maintain

a sufficient number of employees (if any) in light of its contemplated business operations; provided that the foregoing shall not create an obligation on the part of any direct or indirect member of Company, or any officer, director, employee, trustee, beneficiary or Affiliate of any of the foregoing, to make capital contributions, equity infusions or loans to Company.

(r) Company has compensated and shall compensate each of its consultants and agents from its funds for services provided to it. Company has paid and shall pay from its assets all obligations of any kind incurred; provided that the foregoing shall not create an obligation on the part of any direct or indirect member of Company, or any officer, director, employee, trustee, beneficiary or Affiliate of any of the foregoing, to make capital contributions, equity infusions or loans to Company.

(s) Intentionally omitted.

(t) Company has maintained and will maintain an arm's-length relationship with its Affiliates.

(u) Company has allocated and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space.

(v) Except in connection with the Loan, Company has not pledged and will not pledge its assets or properties for the benefit of, or to secure the obligations of, any other Person.

(w) Company has had, has and will have no obligation to indemnify its stockholders, directors, managers, officers, partners or members, as the case may be, or, if applicable, has such an obligation that is fully subordinated to the Debt and that will not constitute a claim against Company if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation.

(x) The Company will not: (i) dissolve, merge, liquidate, consolidate; (ii) sell, transfer, dispose, or encumber (except in accordance with the Loan Documents) all or substantially all of its assets or properties or acquire all or substantially all of the assets or properties of any other Person; or (iii) engage in any other business activity, or amend its Organizational Documents with respect to any of the matters set forth in this Section 3, without the prior consent of Lender in its sole discretion.

(y) Company will consider the interests of Borrower's creditors in connection with all actions.

(z) Company has not had and, except in connection with the Loan, does not have and will not have any of its obligations guaranteed by any Affiliate.

(aa) Company hereby expressly acknowledges that the Lender is an intended third party beneficiary of the "special purpose" and "separateness" provisions of these Articles. As used in this paragraph, the term "single purpose entity" shall mean a Person whose

Organizational Documents contain, and who covenants that such Person shall comply or cause compliance with, provisions substantially similar to those set forth in this Section 3.

(bb) The Company has not and will not, without the unanimous consent of its board of directors or managers, on behalf of itself or Borrower, (i) file or consent to the filing of any petition, case or proceeding, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or a substantial portion of such entity's assets or properties, (iii) take any action intended to cause such entity to become insolvent or be consolidated with an Affiliate of such entity, (iv) make an assignment for the benefit of creditors, (v) admit in writing such entity's inability to pay its debts generally as they become due (except for any such admission to Lender or any Servicer that Company cannot pay its operating expenses or Debt Service payments due in respect of the Loan or that Company cannot refinance the Loan on the Maturity Date), (vi) declare or effectuate a moratorium on the payment of any obligations, or (vii) take any action in furtherance of any of the foregoing (each, a "**Material Action**").

(cc) Company has not owned or acquired and will not own or acquire any stock or securities of any Person (except to the extent expressly permitted under the Loan Documents).

(dd) Company has not bought or held and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment grade securities).

(ee) Company has not formed, acquired or held and will not form, acquire or hold any subsidiary (whether Company, partnership, limited liability company or other entity), and Company has not owned and will not own any equity interest in any other entity.

### ARTICLE III CAPITAL STOCK

#### 1. Number and Class of Shares Authorized; Par Value.

The Company is authorized to issue Common Stock. The total number of shares that the Company is authorized to issue is 100 shares of Common Stock (the "Common Stock"). The number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the board of directors.

#### 2. Voting Rights.

The Common Stock shall possess and exercise exclusive voting rights and, at all meetings of the shareholders, each record holder of such stock shall be entitled to one vote for each share held. Shareholders holding Common Stock shall have no cumulative voting rights in any election of directors of the Company.

ARTICLE IV  
BOARD OF DIRECTORS

The initial board of directors shall consist of one (1) director. The number of directors may be either increased or diminished from time to time in accordance with the By-Laws, but shall never be less than one (1). The name and address of the person who will serve as the initial director until the first annual meeting of the shareholders holding Common Stock and a successor is elected and qualified is:

Hector Enrique Ariza Altamar  
16828 Vinci Way  
Bella Collina, Florida 34756-3608

ARTICLE V  
PRINCIPAL OFFICE AND  
REGISTERED OFFICE AND AGENT

The mailing address of the principal office of the Company shall be 9777 S. Orange Blossom Trail #21, Orlando, Florida 32837. The name and address of the registered agent and office of this Company shall be as follows:

Hector Enrique Ariza Altamar  
16828 Vinci Way  
Bella Collina, Florida 34756-3608

ARTICLE VI  
BY-LAWS

The power to adopt, alter, amend or repeal by-laws shall be vested in the Board of Directors, except only that the directors may not alter, amend, or repeal any by-laws adopted by the Shareholders and the directors may only adopt by-laws that are consistent with any by-laws adopted by the Shareholders.

ARTICLE VII  
DIRECTOR CONFLICTS OF INTEREST

A. No contract or other transaction between the Company and one or more of its directors, or between the Company and any other Company, firm, association, or other entity, in which one or more of its directors are directors or officers, or are financially interested, shall either be void or voidable for this reason alone or by reason alone that such director or directors are present at the meeting of the board of directors or of a committee thereof which approves such contract or transaction, or that his or their votes are counted for such purpose:

1. If the fact of such common directorship, officership or financial interest is disclosed or known to the board or committee, and the board or committee approves such contract or transaction by vote sufficient for such purpose without counting the vote or votes of such interested director or directors; or

2. If such common directorship, officership or financial interest is disclosed or known to the shareholders entitled to vote thereon, and such contract or transaction is authorized or approved by vote of the shareholders; or

3. If the contract or transaction is fair and reasonable as to the Company at the time, it is approved by the board, a committee or the shareholder.

B. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which approves such contract or transaction.

#### ARTICLE VIII INDEMNIFICATION

This Company may be empowered to indemnify any officer or director, or any former officer or director in the manner set out and provided for in the By-Laws of the Company.

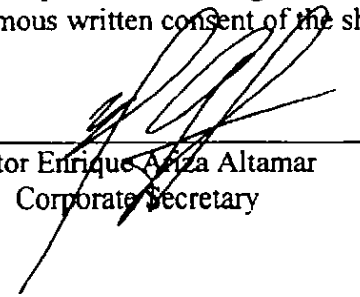
#### ARTICLE IX AMENDMENT

This Company reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

#### ARTICLE X HEADINGS AND CAPTIONS

The headings or captions of these various Articles of Incorporation are inserted for convenience and none of them shall have any force or effect, and the interpretation of the various articles shall not be influenced by any of said headings or captions.

IN WITNESS WHEREOF, the undersigned, as Secretary of the Company, does hereby make and file these Amended and Restated Articles of Incorporation declaring and certifying that the foregoing were duly approved and adopted by unanimous written consent of the shareholders and the directors of the Company on July 1, 2020.

  
\_\_\_\_\_  
Hector Enrique Ariza Altamar  
Corporate Secretary