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Michael A. Schroeder
Division of Corporations

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HUB G.P. INC.**

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ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
HUB G.P. INC. DOCUMENT NO. P14000098619

Pursuant to the provisions of Section 607.1006, *Florida Statutes*, HUB G.P. INC is a Florida for profit corporation (the "Corporation"), adopts the following Articles of Amendment to its Articles of Incorporation:

The Articles of Incorporation are hereby amended as follows:

ARTICLE VII – INITIAL REGISTERED OFFICE AND INITIAL REGISTERED AGENT

The street address of the registered office of this Corporation is 2900 University Drive, Coral Springs, Florida 33065 and the registered agent of this Corporation is Gisele Rahael.

The following are hereby added to the Articles of Incorporation:

ARTICLE X-SPE REQUIREMENTS

The Corporation shall constitute a Special Purpose Bankruptcy Remote Entity as defined on Exhibit "A" attached hereto which is incorporated herein by reference ("SPE Requirements"). To the extent that the SPE Requirements differ from or conflict with other provisions of these Articles of Incorporation, the provisions of the SPE Requirements shall control.

For purposes of the SPE Requirements, the "Property" means the property described in Exhibit "B" attached hereto and incorporated herein by reference and "Lender" means Jefferies LoanCore LLC, a Delaware limited liability company, its successors and assigns. So long as Lender, or Lender's successors and/or assigns hold a mortgage encumbering the Property or any portion thereof, neither this Article nor the SPE Requirements may be modified in any respect without Lender's prior written consent.

Notwithstanding any other provision of these Articles of Incorporation, the Corporation in its own capacity and in its representative capacity as General Partner of HUB Associates, Ltd., a Florida limited partnership ("Borrower"), shall take all actions necessary to comply with, and will refrain from taking any actions in violation of, the defined term "Special Purpose Bankruptcy Remote Entity".

ARTICLE XI – SHAREHOLDERS' RESTRICTIVE AGREEMENT

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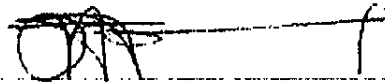
All of the shares of stock of this Corporation may be subject to a Shareholders' Restrictive Agreement containing numerous restrictions on the rights of shareholders of the Corporation and transferability of the shares of stock of the Corporation. A copy of the Shareholders' Restrictive Agreement, if any, is on file at the principal office of the Corporation.

ARTICLE XII THIRD PARTY BENEFICIARY

Lender is an intended third party beneficiary of the SPE Requirements set forth herein."

- I. The date of this Amendment's adoption is December 11, 2014.
- II. All of the other provisions of the Articles of Incorporation filed with the Secretary of State of Florida on December 9, 2014, are hereby ratified and confirmed.
- III. The amendments were approved by the Director and the Sole Shareholder of the corporation on December 11, 2014, and the number of votes cast for the amendments were sufficient for approval.

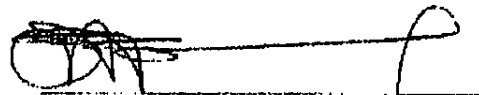
IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Articles of Incorporation on this 31st day of December, 2014.



GISELE RAHAEL, DIRECTOR, SOLE
SHAREHOLDER AND PRESIDENT

ACCEPTANCE

I, Gisle Rahael, whose address is 2900 University Drive, Coral Springs, Florida, am familiar with and do hereby accept the appointment of Registered Agent for Corporation, this day of December, 2014.



GISELE RAHAEL
Registered Agent

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EXHIBIT "A"

Notwithstanding any other provisions of these Articles, the Corporation and the Borrower shall take all actions necessary to cause the Borrower and Corporation as the General Partner of Borrower, to comply with, and will refrain from taking any actions in violation of, the defined term "*Special Purpose Bankruptcy Remote Entity*."

Definition of Special Purpose Bankruptcy Remote Entity

(f) A "*Special Purpose Bankruptcy Remote Entity*" means a corporation or limited partnership which at all times after the date of this Agreement:

(i) was and will be for the purpose of acting as a general partner of the limited partnership that owns the Property

(ii) has not engaged and will not engage in any business unrelated to acting as general partner of the Borrower;

(iii) has not had and will not have any assets other than those related to the Property or its partnership or member interest in the Borrower;

(iv) has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale (except as expressly permitted the Partnership Agreement of Borrower), transfer of partnership or membership interests or the like, or amendment of its limited partnership agreement, articles of incorporation, articles of organization, certificate of formation or operating agreement (as applicable);

(v) if such entity is a corporation, has and will have at least one (1) Independent Director, and has not caused or allowed and will not cause or allow the board of directors of such entity to take any action requiring the unanimous affirmative vote of 100% of the members of its board of directors unless all of the directors and all Independent Directors shall have participated in such vote, and the organizational documents of such entity shall provide that no Independent Director may be removed or replaced without Cause unless such entity provides Lender with not less than three (3) 'Business Days' prior written notice of (a) any proposed removal of an Independent Director, together with a statement as to the reasons for such removal, and (b) the identity of the proposed replacement Independent Director, together with a certification that such replacement satisfies the requirements set forth in the organizational documents for an Independent Director;

(vi) has not, and without the unanimous consent of all of its partners, directors or members (including all Independent Directors), as applicable, will not, with

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respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest (A) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or for all or any portion of such entity's properties, (C) make any assignment for the benefit of such entity's creditors or (D) take any action that might cause such entity to become insolvent;

(vii) has remained and intends to remain solvent and has maintained and intends to maintain adequate capital in light of its contemplated business operations;

(viii) has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(ix) has maintained and will maintain its accounts, books and records separate from any other Person and will file its own tax returns;

(x) has maintained and will maintain its books, records, resolutions and agreements as official records;

(xi) has not commingled and will not commingle its funds or assets with those of any other Person;

(xii) has held and will hold its assets in its own name;

(xiii) has conducted and will conduct its business in its name;

(xiv) has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other Person;

(xv) has paid and will pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(xvi) has observed and will observe all partnership or corporate formalities, as applicable;

(xvii) has maintained and will maintain an arm's-length relationship with its Affiliates;

(xviii) (a) if such entity owns the Property, will have no indebtedness other than Permitted Indebtedness, or (b) if such entity acts as the general partner of a limited partnership which owns the Property, has and will have no indebtedness other than unsecured trade payables in the ordinary course of business relating to acting as general

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partner of the limited partnership which owns the Property which (1) do not exceed, at any time, \$10,000 and (2) are paid within thirty (30) days of the date incurred;

(xix) has not and will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person except for the Loan;

(xx) has not and will not acquire obligations or securities of its partners, members or shareholders;

(xxi) has allocated and will allocate fairly and reasonably shared expenses, including shared office space, and uses separate stationery, invoices and checks;

(xxii) except in connection with the Loan, will not pledge its assets for the benefit of any other Person;

(xxiii) has held itself out and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other Person;

(xxiv) 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 other Person;

(xxv) has not made and will not make loans to any Person;

(xxvi) has not identified and will not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it;

(xxvii) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its partners, members, shareholders or Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;

(xxviii) has and will have no obligation to indemnify its partners, officers, directors, members or Special Members, as the case may be, or has such an obligation that is fully subordinated to the Debt and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;

(xxix) has and will have an express acknowledgment in its organizational documents that Lender is an intended third-party beneficiary of the "special purpose" provisions of such organizational documents; and

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(xxx) will consider the interests of its creditors in connection with all corporate or partnership actions, as applicable.

(II) **"Independent Director"** means a natural person selected by Corporation (a) with prior experience as an independent director, independent manager or independent member, (b) with at least three (3) years of employment experience, (c) who is provided by a Nationally Recognized Service Company (defined below), (d) who is duly appointed as an Independent Director and is not, will not be while serving as Independent Director and shall not have been at any time during the preceding five (5) years, any of the following:

- (i) a stockholder, director (other than as an Independent Director), officer, employee, partner, attorney or counsel of Borrower, any Affiliate of Borrower or any direct or indirect parent of Borrower;
- (ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with Borrower or any Affiliate of Borrower;
- (iii) a Person or other entity Controlling or under Common Control with any such stockholder, partner, customer, supplier or other Person; or
- (iv) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person.

A natural person who otherwise satisfies the foregoing definition and satisfies subparagraph (i) by reason of being the Independent Director of a "special purpose entity" affiliated with Borrower shall be qualified to serve as an Independent Director of Corporation, provided that the fees that such individual earns from serving as Independent Director of affiliates of Borrower 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 clause (ii) shall not be disqualified from serving as an Independent Director of Corporation if such individual is an independent director, independent manager or special manager provided by a Nationally Recognized Service Company that provides professional independent directors, independent managers and special managers and also provides other corporate services in the ordinary course of its business.

(III) **"Nationally Recognized Service Company"** means any of CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company or such other nationally recognized company that provides independent director, independent manager or independent member services and that is reasonably satisfactory to Lender, in each case that is not an Affiliate of Borrower and that provides professional independent directors and other corporate services in the ordinary course of its business.

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(IV) "*Cause*" shall mean, with respect to an Independent Director, (i) acts or omissions by such Independent Director, as applicable, that constitute willful disregard of, or gross negligence with respect to such Independent Director's duties, (ii) such Independent Director, as applicable, has engaged in or has been charged with or has been indicted or convicted for any crime or crimes of fraud or other acts constituting a crime under any law applicable to such Independent Director, as applicable, (iii) such Independent Director, as applicable, has breached its fiduciary duties of loyalty and care as and to the extent of such duties in accordance with the terms of Borrower's organizational documents, (iv) there is a material increase in the fees charged by such Independent Director, as applicable, or a material change to such Independent Director's terms of service, (v) such Independent Director, as applicable, is unable to perform his or her duties as Independent Director due to death, disability or incapacity, or (vi) such Person no longer meets the criteria provided in the definition of Independent Director..

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EXHIBIT "B"

Tracts A, B, C and D, of RESUBDIVISION OF PORTIONS OF BLOCKS 217 AND 218, PROGRESSO, according to the Plat thereof, as recorded in Plat Book 42, Page 12, of the Public Records of Broward County, Florida.

Together with the West One-Half of that certain vacated Northeast 7th Avenue, lying Easterly of and adjacent to said Tracts A, B and C, as described in Ordinance No. C-12-36 recorded in Official Records Book 49189, Page 1304, as affected by Affidavit recorded in Official Records Book 50163, Page 1625, together with Resolution to Adopt Vacation recorded in Official Records Book 50471, Page 1686, all of the Public Records of Broward County, Florida.

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