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December 27, 2017

FLORIDA DEPARTMENT OF STATE

Division of Corporations

PEMBROKE COVE SOUTH MANAGER, INC.
801 OLD YORK RD
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**FIRST AMENDMENT TO ARTICLES OF INCORPORATION OF
PEMBROKE COVE SOUTH MANAGER, INC.**

This First Amendment to Articles of Incorporation (this "Amendment") of Pembroke Cove South Manager, Inc. (the "Corporation"), is made effective as of December 29, 2017.

RECITALS

Pursuant to Florida Statutes Section 607.1006, the Articles of Incorporation of the above-named Corporation are hereby amended as follows:

1. Article V is hereby deleted and replaced by its entirety by the following:

ARTICLE V

SPECIAL PURPOSE ENTITY COVENANTS

V. SINGLE PURPOSE ENTITY REQUIREMENTS. Notwithstanding anything to the contrary in these Articles of Incorporation (the "Governing Agreement"), or in any other document governing the formation of the Corporation, for so long as the "Loan" (hereinafter defined) exists on any portion of the "Mortgaged Property" (as defined in the "Loan Agreement" described below), the following provisions shall control and this Article V will govern and supersede all other provisions of the Governing Agreement.

(a) **Definitions.** When used in this Article, 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 Article shall have the meanings defined in the Loan Agreement.

"**Borrower**" means Pembroke Cove South LLC, a Florida limited liability company

"**Lender**" means Berkadia Commercial Mortgage LLC, a Delaware limited liability company.

"**Loan**" means that certain loan in the original principal amount of approximately \$50,800,000.00 to be made by Lender to Borrower and secured by the Mortgaged Property.

"**Loan Agreement**" means the Multifamily Loan and Security Agreement by and between the Borrower 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 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 being the manager of Borrower and owning at least 0.5% equity interest in Borrower.
- (ii) It has not and will not acquire or own any assets other than its equity interest in Borrower and personal property related thereto.
- (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, 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 Corporation'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 Corporation, take any of the following actions:
 - (A) File any insolvency, or reorganization case or proceeding, to institute proceedings to have Borrower or the Corporation 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 bankruptcy or insolvency proceedings against Borrower or the Corporation.
 - (E) File a petition seeking, or consent to, reorganization or relief with respect to Borrower or the Corporation 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 Corporation or a substantial part of its property.
 - (G) Make any assignment for the benefit of creditors of Borrower or the Corporation.

- (H) Admit in writing Borrower or the Corporation'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, except for Borrower.
- (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 has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than
 - (A) customary unsecured payables incurred in the ordinary course of owning Borrower provided the same are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of \$10,000 and are paid within 60 days of the date incurred, and
 - (B) in its capacity as general partner of Borrower (if applicable).
- (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 Corporation'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 Corporation from such Affiliate and to indicate that the Corporation'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 Corporation'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 Corporation 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 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, except for in its capacity as general partner of Borrower (if applicable).
- (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, except to the extent that (A) Corporation 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.
- (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 its own liabilities (including salaries of its own employees) from its own funds.
- (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.
- (xxiv) It will conduct its business so that the assumptions made with respect to Borrower in the nonconsolidation opinion provided to Lender will be true and correct in all respects.

(b) **Single Purpose Entity.** In order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth herein, at all times the Corporation will remain a Single Purpose Entity.

(c) **Transfers.** No Transfer will be permitted under the Governing Agreement unless such Transfer complies with the terms and conditions of the Loan Documents.

(d) **Indemnification Obligations.** Any indemnification obligation of the Corporation set forth in the Governing Agreement shall be subject and fully subordinated to any obligations respecting the Mortgaged Property (including, without limitation, the Loan) and, to the fullest extent permitted by law, such indemnification obligation shall not constitute a claim against the Corporation in the event that the Corporation's cash flow in excess of amounts necessary to pay holders of such obligations with respect to the Mortgaged Property is insufficient to pay such indemnity obligations.

(e) **Member/Partner Loans.** No member/partner shall be permitted to make any loan to the Corporation.

(f) **Fees Payable to Affiliates.** Any fees set forth in the Governing Agreement that are payable to affiliates in connection with asset management services or other related services shall be subject and fully subordinated to the Loan and subject to the debt limitations set forth in Section 6.13 of the Loan Agreement.

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

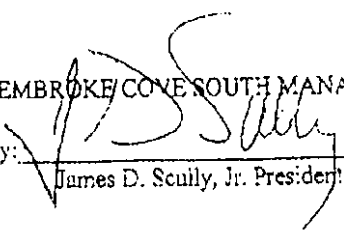
3. The foregoing amendment was adopted on December 21, 2017.

4. The number of votes cast for the amendment was sufficient for approval and was adopted by the shareholders and the Board of Directors.

IN WITNESS WHEREOF, this Amendment is executed as of this 21st day of December, 2017.

[END OF TEXT – SIGNATURE APPEARS ON FOLLOWING PAGE]

PEMBROKE COVE SOUTH MANAGER, INC.

By: 
James D. Scully, Jr. President