

P17000063/52

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

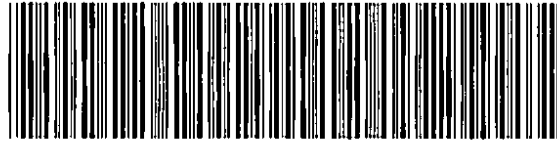
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S. TALLENT

AUG 07 2017

*Amended & Restated w/  
N/C*

FILED  
17 AUG -1 AM 9:01  
SECRETARY OF STATE  
CORPORATE SERVICES DIVISION

RECORDED  
2017 AUG -2 PM 3:57  
SAC, CIVIL DIVISION  
FALLS CHURCH, VA



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 3, 2017

CAPITAL CONNECTION, INC.  
EMMANOE, INC.

SUBJECT: EMMANOE, INC.  
Ref. Number: P17000063150

We have received your document and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The registered agent must sign accepting the designation.

The date of adoption of each amendment must be included in the document.

ALBERTO DAYAN IS NOTED AS THE CURRENT PRESIDENT. ON THE SIGNATURE PAGE, PLEASE AMEND THE DOCUMENT TO REFLECT THIS TITLE.

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

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Susan Tallent  
Regulatory Specialist II

Letter Number: 417A00015763

RECEIVED  
DIVISION OF CORPORATIONS  
17 AUG - 4 PM 3:16

# CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

MANOE, INC.

Signature

Requested by: SETH

8/2/17

Time

Date

Time

Walk-In

Will Pick Up

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- Art of Inc. File
- LTD Partnership File
- Foreign Corp. File
- L.C. File
- Fictitious Name File
- Trade/Service Mark
- Merger File
- Art. of Amend. File
- RA Resignation
- Dissolution / Withdrawal
- Annual Report / Reinstatement
- Cert. Copy
- Photo Copy
- Certificate of Good Standing
- Certificate of Status
- Certificate of Fictitious Name
- Corp Record Search
- Officer Search
- Fictitious Search
- Fictitious Owner Search
- Vehicle Search
- Driving Record
- UCC 1 or 3 File
- UCC 11 Search
- UCC 11 Retrieval
- Courier



member of the Borrower, and (c) transacting any and all lawful business for which a corporation may be organized under the laws of the State of Florida that is incident, reasonable and appropriate to accomplish the foregoing. For as long as any portion of the obligations under that certain loan (the "**Debt**") in an amount of approximately \$11,475,000.00 from Argentia Real Estate Finance LLC (together with its successors and assigns, "**Lender**," ) to Borrower remain outstanding, the Corporation shall continue to act as the sole manager and authorized member of the Borrower.

B. Notwithstanding any provision of law that otherwise so empowers the Corporation to do so, until such time as the Debt of the Borrower represented by the note payable (the "**Note**") to Lender secured by one or more mortgages, deeds of trust, deeds to secure debt or like instrument (individually and collectively, the "**Security Instrument**") encumbering the Property and by other related loan documents, in each case in favor of Lender (collectively with the Security Instrument, the "**Loan Documents**"). shall be discharged and the lien of the Security Instrument and the other Loan Documents shall be released from the Property, the terms and provisions of this Paragraph B shall apply. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Documents.

1. The Corporation shall not do any of the following for itself or cause the Borrower to do any of the following, without the affirmative vote of 100% of the members of its Board of Directors, which Board of Directors is required to consider the interests of creditors of the Corporation and of the Borrower when conducting such vote:

(a) 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;

(b) seek or consent to the appointment of a receiver, liquidator or any similar official;

(c) take any action that might cause itself or Borrower to become insolvent;

(d) make an assignment for the benefit of creditors;

(e) take any action in furtherance of the foregoing subparagraphs (a) through (d);

2. The Corporation shall:

(a) have as its sole purpose acting as the sole manager and authorized member of Borrower;

(b) not engage in any business unrelated to acting as the sole manager and authorized member of Borrower;

(c) not have any assets other than the membership interest in Borrower;

(d) not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale (except as expressly permitted by the Loan Documents), transfer of membership interests, or amendment of its articles of incorporation;

(e) intentionally omitted;

(f) intends to remain solvent and intends to maintain adequate capital in light of its contemplated business operations;

(g) not fail to correct any known misunderstanding regarding the separate identity of the Corporation;

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

(i) maintain its books, records, resolutions and agreements as official records;

(j) not commingle its funds or assets with those of any other Person;

(k) hold its assets in its own name;

(l) conduct its business in its name;

(m) maintain its financial statements, accounting records and other entity documents separate from any other Person;

(n) pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(o) observe all corporate formalities;

(p) maintain an arm's-length relationship with its Affiliates;

(q) not have any indebtedness other than unsecured trade payables in the ordinary course of business relating to acting as the manager and authorized member of Borrower which (1) do not exceed, at any time, \$10,000.00 and (2) are paid within thirty (30) days of the date incurred;

(r) 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;

(s) not acquire obligations or securities of its partners, members or shareholders;

(t) allocate fairly and reasonably shared expenses, including shared office space, and uses separate stationery, invoices and checks;

(u) not pledge its assets for the benefit of any other Person;

(v) 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;

(w) 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;

(x) not make loans to any Person;

(y) not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it;

(z) 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;

(aa) have no obligation to indemnify its partners, officers, directors, members, as the case may be, except to the extent that any such obligation is fully subordinated to the Debt and does not constitute a claim against the Corporation if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;

(bb) consider the interests of its creditors in connection with all corporate actions;

(cc) not withdraw as the manager and authorized member of the Borrower, or hold less than a 0.5% interest in the Borrower; and

(dd) cause Borrower to comply in all respects with the terms and provisions of the Loan Documents.

C. Intentionally Omitted.

D. Notwithstanding provision of law to the contrary, no obligation of the Corporation to indemnify its directors and/or officers shall constitute a claim against the Corporation until such time as all obligations of the Borrower under the Note are discharged and any lien of the Security Instrument and the other Loan Documents are released from the Property.

E. No transfers, assignments or sales of any stock or other equity interests in the Corporation may be made other than in accordance with the terms and conditions set forth in the Loan Documents.

F. Lender is an intended third party beneficiary of the provisions contained in these Amended and Restated Articles. The Corporation shall not amend the provisions of Article III hereof nor shall the Corporation permit the Borrower to amend the corresponding provisions specified in the Borrower's organizational documents without the consent of the Lender, its successors or assigns, or, after the securitization of the loan, only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender, its successor or assigns. Lender shall have full standing to challenge any violation of this restriction, and no amendment, modification, supplement, alteration or replacement shall be deemed effective unless undertaken in accordance with the terms of this Paragraph or otherwise approved by Lender in writing.

#### Article IV

The number of shares the Corporation is authorized to issue is 100.

#### Article V

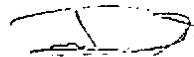
The initial officer of the Corporation is:

**PRESIDENT**

Alberto Dayan  
361 NE 167<sup>th</sup> Street  
North Miami Beach, FL 33162

The foregoing Amended and Restated Articles of Incorporation have been duly adopted by the sole incorporator in accordance with the applicable provisions of Chapter 607, Florida Statutes.


Executed this 4<sup>th</sup> day of August, 2017.



ALBERTO DAYAN, President

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered office address, I hereby confirm that the corporation has been notified in writing of this change.*

SERBER & ASSOCIATES, P.A.

  
Daniel J. Serber, Esq., President