

Division of Corporations (850) 617-6381 10/15/2018 10:55 AM Page 1 of 1
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Florida Department of State
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**FLORIDA PROFIT/NON PROFIT CORPORATION
CAUSEWAY SQUARE LEASING, INC.**

Certificate of Status	0
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COVER LETTER

Department of State
New Filing Section
Division of Corporations
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Tallahassee, FL 32314

SUBJECT: Causeway Square Leasing, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee
& Certificate of Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM: _____
Name (Printed or typed)

Address

City, State & Zip

Daytime Telephone number

itauber@taubco.com

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

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAMEThe name of the corporation shall be: Causeway Square Leasing, Inc.**ARTICLE II PRINCIPAL OFFICE**Principal street address

Mailing address, if different is:

1801 Northeast 123rd Street, Suite 300Miami, Florida 33181**ARTICLE III PURPOSE**The purpose for which the corporation is organized is: (i) Solely to be the tenant under a master lease betweenCauseway Square, LLC a Delaware limited liability company, as landlord and the corporation, as tenant.**ARTICLE IV SHARES**The number of shares of stock is: 1**ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS**Name and Title: Irwin E. Tauber, President

Name and Title: _____

Address 1801 Northeast 123rd Street, Suite 300

Address: _____

Miami, Florida 33181

Name and Title: _____

Name and Title: _____

Address _____

Address: _____

Name and Title: _____

Name and Title: _____

Address _____

Address: _____

Name and Title: _____ Name and Title: _____
Address: _____ Address: _____

ARTICLE VI REGISTERED AGENTThe name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Name: Irwin E. Tauber
Address: 1801 Northeast 123rd Street, Suite 300
Miami, Florida 33181

ARTICLE VII INCORPORATORThe name and address of the Incorporator is:

Name: Irwin E. Tauber
Address: 1801 Northeast 123rd Street, Suite 300
Miami, Florida 33181

ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five days prior or 90 days after the filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

Required Signature/Registered Agent

10/15/2018

Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Required Signature/Incorporator

10/15/2018

Date

**ADDENDUM TO
ARTICLES OF INCORPORATION OF
CAUSEWAY SQUARE LEASING, INC.**

These Articles of Incorporation are being filed in accordance with Chapters 607 and 621 of the Florida State Statutes (the "Statutes"). All capitalized terms referred to and not otherwise defined herein, shall have the meaning ascribed to them in Schedule A attached hereto and made a part hereof, and if not defined in Schedule A then they shall have the meanings set forth in the Loan Agreement (as hereafter defined).

Section 1. Purpose. (a) Notwithstanding anything to the contrary in this AOI or in any other document governing the formation, management or operation of the Corporation, the sole purpose of the Corporation has been since the date of its formation and shall continue to be to engage in the following activities:

(i) acting as the master tenant under that certain master lease agreement (the "Lease") between the Corporation and Causeway Square, LLC, a Delaware limited liability company (the "Company"), whose sole purpose is acquiring, financing, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the property located at 1801 NE 123 Street, North Miami, Florida (the "Property"); and

(ii) engaging in any lawful act or activity and exercising any powers permitted to corporations under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above-mentioned purposes.

(b) The Corporation is hereby authorized to execute, deliver and perform, and any Director (as hereafter defined) on behalf of the Corporation is hereby authorized to execute and deliver, the Lease and all documents and agreements contemplated thereby or related thereto, all without any further act, vote or approval of any other Person notwithstanding any other provision of this AOI, the Statute or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of any Director to enter into other agreements on behalf of the Corporation.

Section 2. (a) Limitations on the Corporation's Activities.

(i) This Section 2 is being adopted in order to comply with certain provisions required in order to qualify the Corporation as a "special purpose" entity.

(ii) Notwithstanding anything to the contrary in this AOI or in any other document governing the formation, management or operation of the Corporation, and any provision of law that empowers the Corporation, any Officer (as hereafter defined) or any other Person, for so long as any Obligation is outstanding, neither any Officer nor the Corporation shall

amend, alter, change or repeal the remainder of this Addendum (collectively, the "Special Purpose Provisions"), or any other provision of this or any other document governing the formation, management or operation of the Corporation in a manner that is inconsistent with any of the Special Purpose Provisions, unless the Lender consents in writing and the Rating Agency Confirmation is obtained. Subject to this Section 2(a)(ii), any Director reserves the right to amend, alter, change or repeal any provisions contained in this AOI in accordance with this AOI. In the event of any conflict between any of the Special Purpose Provisions and any other provision of this AOI or any other document governing the formation, management or operation of the Corporation, the Special Purpose Provisions shall control.

(iii) Notwithstanding any other provision of this AOI or in any other document governing the formation, management or operation of the Corporation, and any provision of law that otherwise so empowers the Corporation or any Officer or any other Person, so long as any Obligation is outstanding, neither any Officer nor any other Person shall be authorized or empowered, nor shall they permit the Corporation, without the prior unanimous written consent of the board of directors of the Corporation (the "Board") to take any Material Action.

(iv) The Board shall cause the Corporation to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. Notwithstanding anything to the contrary in this AOI or in any other document governing the formation, management or operation of the Corporation, the Board has caused the Corporation to, since the date of its formation, and, for so long as any Obligation is outstanding, the Board shall cause the Corporation to, and the Corporation shall, comply with each of the following covenants, and it has not and shall not:

(A) engage in any business or activity other than as provided in Section 1, and activities incidental thereto;

(B) acquire or own any assets other than (A) its leasehold interest the Property pursuant to the lease, and (B) such incidental personal property as may be necessary for such purpose;

(C) merge into or consolidate with any Person, or dissolve, divide, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(D) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the law of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of this AOI and its other organizational documents;

(E) own any subsidiary, or make any investment in, any Person;

(F) commingle its assets with the assets of any other Person;

(G) incur any indebtedness, secured or unsecured, direct or contingent other than trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred and paid on or prior to such date; provided however, the aggregate amount of the indebtedness described immediately above shall not exceed at any time \$10,000;

(H) fail to maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party. The Corporation's assets have not and will not be listed 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 affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Corporation and such affiliates and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such affiliates or any other Person and (ii) such assets shall be listed on Corporation's own separate balance sheet. The Corporation has maintained and will maintain its books, records, resolutions and agreements as official records;

(I) enter into any contract or agreement with any director on the Board (a "Director" and collectively, the "Directors"), Officer, principal or affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties. The initial Directors on the Board are listed on Schedule B attached hereto. The Board may revise Schedule B in its sole discretion at any time;

(J) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(K) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts 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;

(L) make any loans or advances to any Person;

(M) fail to file its own tax returns unless prohibited by applicable law from doing so (except that the Corporation may file or may include its filing as part of a consolidated federal tax return, to the extent required and/or permitted by applicable law, provided that there shall be an appropriate notation indicating the separate existence of the Corporation and its assets and liabilities);

(N) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person and not as a division or part of any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(O) 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;

(P) fail to allocate shared expenses (including, without limitation, shared office space) or fail to use separate stationery, invoices and checks;

(Q) fail to remain solvent, to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds or fail to maintain a sufficient number of employees in light of its contemplated business operations;

(R) acquire obligations or securities of its directors, Officers or other affiliates, as applicable or identify its Directors, Officers or other affiliates, as applicable, as a division or part of it; or

(S) violate or cause to be violated the assumptions made with respect to the Corporation and its principals in the Non-Consolidation Opinion or in any New Non-Consolidation Opinion.

Failure of the Corporation, or any Director or Officer on behalf of the Corporation, to comply with any of the foregoing covenants or any other covenants contained in this AOI shall not affect the status of the Corporation as a separate legal entity.

Section 3. Officers.

The Board may, from time to time as it deems advisable, appoint officers of the Corporation (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary and Treasurer) to any such person. Unless the Board decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Statute, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 3 may be revoked at any time by the Board. The initial Officers are listed on Schedule B attached hereto. The Board may revise Schedule B in its sole discretion at any time.

Section 4. Limited Liability.

Except as otherwise expressly provided by the Statute, the debts, obligations and liabilities of the Corporation, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Corporation, and neither the Directors nor the Officers, shall be obligated personally for any such debt, obligation or liability of the Corporation solely by reason of being an Director or Officer of the Corporation.

Section 5. Books and Records.

The Board shall keep or cause to be kept complete and accurate books of account and records with respect to the Corporation's business. The Directors and Officers and their duly

authorized representatives shall have the right to examine the Corporation's books, records and documents during normal business hours. The Corporation's books of account shall be kept using the method of accounting determined by the Board. The Corporation's independent auditor, if any, shall be an independent public accounting firm selected by the Board.

Section 6. Intentionally Omitted.

Section 7. Other Business.

Notwithstanding any duty otherwise existing at law or in equity, the Directors, Officers and any Affiliate of the Directors or Officers may engage in or possess an interest in other business ventures (unconnected with the Corporation) of every kind and description, independently or with others. The Corporation shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this AOI.

Section 8. Exculpation and Indemnification.

(a) To the fullest extent permitted by applicable law, neither the Directors nor the Officers nor any officer, director, employee, agent or Affiliate of the foregoing (collectively, the "Covered Persons") shall be liable to the Corporation or any other Person who is a party to or is otherwise bound by this AOI for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Corporation and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this AOI, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Corporation for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Corporation and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this AOI, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 8 by the Corporation shall be provided out of and to the extent of Corporation assets only, and the Directors and Officers shall not have personal liability on account thereof; and provided further, that so long as any Obligation is outstanding, no indemnity payment from funds of the Corporation (as distinct from funds from other sources, such as insurance) of any indemnity under this Section 8 shall be payable from amounts allocable to any other Person pursuant to the Basic Documents.

(c) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Corporation prior to the final disposition of such

claim, demand, action, suit or proceeding upon receipt by the Corporation of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 8.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other pertinent facts.

(e) The provisions of this AOI, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to the Corporation otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

(f) The foregoing provisions of this Section 8 shall survive any termination of this AOI.

Section 9. Waiver.

Except as otherwise expressly provided in this AOI, to the fullest extent permitted by law, each of the Directors and Officers hereby irrevocably waives any right or power that such Person might have to cause the Corporation or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Corporation, to compel any sale of all or any portion of the assets of the Corporation pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, division, liquidation, winding up or termination of the Corporation.

Section 10. Benefits of this AOI: No Third-Party Rights.

Subject to this Section 10, (a) none of the provisions of this AOI shall be for the benefit of or enforceable by any creditor of the Corporation or by any creditor of the Directors or Officers and (b) nothing in this AOI shall be deemed to create any right in any Person (other than a Covered Person) not party hereto, and this AOI shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person (other than Covered Persons). The Lender and its successors and assigns are intended third-party beneficiaries of this AOI and may enforce the Special Purpose Provisions.

Section 11. Severability of Provisions.

Each provision of this AOI shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any

existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this AOI which are valid, enforceable and legal.

Section 12. Entire Agreement.

This AOI constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 13. Binding Agreement.

Notwithstanding any other provision of this AOI, the Directors and Officers agree that this AOI, including, without limitation, the Special Purpose Provisions, constitutes a legal, valid and binding agreement of the Directors and Officers, and is enforceable against the Directors and Officers, in accordance with its terms.

Section 14. Governing Law.

This AOI shall be governed by and construed under the laws of the State of Florida (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 15. Amendments.

Subject to Section 2(a)(ii), this AOI may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by the Board. Notwithstanding anything to the contrary in this AOI, so long as any Obligation is outstanding, this AOI may not be modified, altered, supplemented or amended unless the Lender consents in writing and the Rating Agency Confirmation is obtained except: (i) to cure any ambiguity or (ii) to correct or supplement any provision in a manner consistent with the intent of this AOI and the Basic Documents, provided that any such modification, alteration, supplement or amendment is not adverse to the Lender.

Section 16. Counterparts.

This AOI may be executed in any number of counterparts, each of which shall be deemed an original of this AOI and all of which together shall constitute one and the same instrument.

Section 17. Notices.

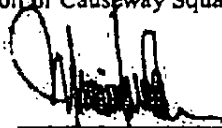
Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Corporation, to the Corporation at its designated address, and (b) at such other address as may be designated by written notice to the other party.

Section 18. Effectiveness.

This AOI shall be effective as of the date hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Addendum to Articles of Incorporation of Causeway Square Leasing, Inc. as of the 15 day of October, 2018.



Irwin E. Tauber, President

SCHEDULE A

A. Definitions.

When used in this AOI, the following terms not otherwise defined herein have the following meanings. If a capitalized term used in this AOI is not defined in this Schedule A, or elsewhere in this AOI, then it shall have the meaning for such term set forth in the Loan Agreement:

"Addendum" means this Addendum to the Corporation's Articles of Incorporation.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person or any Person who has a familial relationship, by blood, marriage or otherwise with the Corporation or any Affiliate of the Corporation.

"AOI" means these Articles of Incorporation of the Corporation, together with the schedules and exhibit attached hereto, as amended, restated, supplemented or otherwise modified from time to time.

"Basic Documents" means this AOI, the Lease and all documents and certificates contemplated thereby or delivered in connection therewith.

"Board" has the meaning set forth in Section 2(a)(iii).

"Company" has the meaning set forth in Section 1(a)(i).

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, ten percent (10%) or more of the ownership interests.

"Corporation" means Causeway Square Leasing, Inc., a Florida corporation.

"Covered Persons" has the meaning set forth in Section 9(a).

"Directors" has the meaning set forth in Section 2(a)(iv)(I).

"Lease" has the meaning set forth in Section 1(a)(i).

"Lender" means GRASS RIVER REAL ESTATE CREDIT PARTNERS LOAN FUNDING, LLC, a Delaware limited liability Corporation, together with their successors and/or assigns as the lender under the Loan.

"Loan" means the loan in the original principal amount of approximately \$45,000,000.00 made by the Lender to the Company pursuant to the terms, conditions and provisions of the Loan Documents.

"Loan Agreement" means that certain Loan Agreement by and between the Company and the Lender, as may be amended, restated and/or modified from time to time.

"Loan Documents" has the meaning set forth in the Loan Agreement.

"Material Action" means to institute proceedings to have the Corporation be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation or to file a petition seeking, or consent to, reorganization or relief with respect to the Corporation under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property, or make an assignment for the benefit of creditors of the Corporation, or admit in writing the Corporation's inability to pay its debts generally as they become due, or to declare or effectuate a moratorium on the payment of any obligation, or to take action in furtherance of any such action.

"New Non-Consolidation Opinion" has the meaning set forth in the Loan Agreement.

"Non-Consolidation Opinion" has the meaning set forth in the Loan Agreement.

"Obligations" means the indebtedness, liabilities and obligations of the Company under or in connection with this AOI, the Loan Documents or any related document in effect as of any date of determination.

"Officers" has the meaning set forth in Section 4.

"Person" means any individual, corporation, partnership, joint venture, limited liability Corporation, limited liability partnership, association, joint stock Corporation, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

"Property" has the meaning set forth in Section 1(a)(i).

"Rating Agency" has the meaning assigned to that term in the Loan Agreement.

"Rating Agency Confirmation" means (i) with respect to any action taken at any time before the Loan has been sold or assigned to a securitization trust, that the Lender has consented in writing to such action, and (ii) with respect to any action taken at any time after such Loan has been sold or assigned to a securitization trust, that each Rating Agency shall have been given ten days prior notice thereof and that each of the Rating Agencies shall have notified the Corporation in writing that such action will not result in a reduction, withdrawal, downgrade or qualification

of the then current rating by such Rating Agency of the Loan or any pool of loans of which the Loan forms a part or any of securities issued by such securitization trust.

"Special Purpose Provisions" has the meaning set forth in Section 2(a)(ii).

"Statute" has the meaning set forth in the preamble to this AOI.

B. Rules of Construction

Definitions in this AOI apply equally to both the singular and plural forms of the defined terms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this AOI as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this AOI. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this AOI.

SCHEDULE B

Directors and Officers

Director and Officer:

Irwin E. Tauber, President
1801 Northeast 123 Street, Suite 300
Miami, Florida 33181