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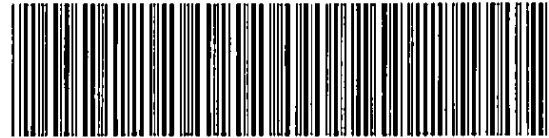
(Business Entity Name)

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AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
M & P REALCAN RAINTREE INC.
(A FLORIDA CORPORATION)

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
M & P REALCAN RAIN TREE INC.
(A FLORIDA CORPORATION)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of amending and restating the Articles of Incorporation of M & P RealCan Raintree Inc., the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is M & P Realcan Raintree Inc. a Florida corporation. (Corporation").

2. Principal Office. The principal office of the Corporation is 338 HATCHER LOOP DR. BRANDON, FLORIDA 33511.

3. Registered Office. Registered Agent. The street address of the Registered Office of Corporation is 607 West Bay Street Tampa Florida 33606 The name of the Registered Agent of Corporation is:

DeWitt Law Firm, P.A.
c/o Andrew K. Hoek, Esq.
607 W. Bay Street
Tampa, Florida 33606

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4. Intentionally Omitted.

5. Purpose. 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 corporation, is to engage solely in the following activities:

5.1 To own its managing membership interest in M & P RealCan Tampa LLC.

5.3 To exercise all powers enumerated in the M & P RealCan Tampa LLC operating agreement necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

6: Single Purpose Entity/Separateness

6.1 Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") with 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 M & P Realcan Raintree, Inc. ("Company"), pursuant to that certain loan agreement (the "Loan Agreement") by and between Company and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Section and the other provisions of this Agreement, the provisions of this Section shall control and govern. All capitalized terms within this Section shall have the meaning ascribed to them in that certain Loan Agreement.

6.2 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 (i) has been organized solely for the purpose of owning its managing membership interest in the Borrower, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing, and (ii) has not owned, does not own, and will not own any asset or property other than its managing membership interest in the Borrower.

(b) Company has not engaged and 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, and Company will conduct and operate its business as presently conducted and operated.

(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 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.

(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 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 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 (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 (to the extent Company was or is required to file any tax returns) and has not filed and shall not file a consolidated federal income tax return with any other Person. 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 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.

(k) Neither Company nor any constituent party of Company has sought or will seek or effect the 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 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 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.

(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.

(s) Company has not (i) filed a bankruptcy, insolvency or reorganization petition or otherwise instituted insolvency proceedings or otherwise sought any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) sought or consented to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for Company or for all or any portion of Company's assets or properties, (iii) made any assignment for the benefit of Company's creditors, or (iv) taken any action that might have caused Company to become insolvent. Without the unanimous consent of all of its directors or managers (including each Independent Director), as applicable, will not (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 Company or for all or any portion of Company's assets or properties, (C) make any assignment for the benefit of Company's creditors, or (D) take any action that might cause Company to become insolvent.

(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 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 2.07, without the prior consent of Lender in its sole discretion.

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(y) Company and Independent Directors 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

7. Voting Rights. Owners shall have the voting rights set forth in the Bylaws.
8. Board of Directors. The affairs of the Corporation shall be managed by a Board of Director. Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

| NAME | ADDRESS |
|---------------------|-----------------------------------------|
| Mathew Mundiyanikal | 8801 CRESTVIEW DRIVE TAMPA, FL 33604 |

9. Dissolution. Corporation may not be dissolved without the consent of Lender while the loan is outstanding.
10. Duration. Existence of the Corporation shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Corporation shall exist in perpetuity.
11. Intentionally Omitted.
12. Limitations.

12.1 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

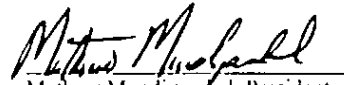
13. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows: follows:

| | |
|-----------------|----------------------------------------------------------------|
| President: | Mathew Mundiyanikal 8801 CRESTVIEW DRIVE TAMPA, FL 33604 |
| Vice President: | Mathew Mundiyanikal 8801 CRESTVIEW DRIVE TAMPA, FL 33604 |
| Secretary: | Mathew Mundiyanikal 8801 CRESTVIEW DRIVE TAMPA, FL 33604 |
| Treasurer: | Mathew Mundiyanikal 8801 CRESTVIEW DRIVE TAMPA, FL 33604 |

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14. Indemnification of Officers and Directors. Corporation shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Corporation, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the incorporator of this Corporation, has executed these Articles of Incorporation as of this 5th day of November, 2019.


Mathew Mundiyankal, President,

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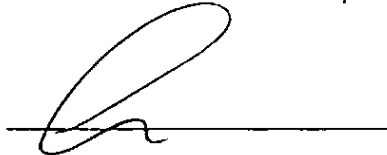
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AT TALLAHASSEE, FLORIDA

ACCEPTANCE BY
REGISTERED
AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 5th day of Nov., 2019.

Andrew K. Hoek, Esq.

A handwritten signature in black ink, appearing to be 'A. Hoek', is written over a horizontal line.

Registered Agent Office:
Andrew K. Hoek
607 W. Bay Street
Tampa, Florida 33606

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