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TALLAHASSEE, FLORIDA

DEC 06 2019  
S. YOUNG

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Hingyouvito, Inc.

DOCUMENT NUMBER: P19000081640

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Carl G. Santangelo

Name of Contact Person

Carl G. Santangelo, PLLC

Firm/ Company

3300 N. Federal Highway, Suite 200

Address

Fort Lauderdale, FL 33306

City/ State and Zip Code

csantangelolaw@aol.com

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

For further information concerning this matter, please call:

Carl G. Santangelo

Name of Contact Person

at ( 954 )

561-3040

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

\$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☒ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

Hingyouvito, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P19000081640

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

N/A

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

N/A

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

N/A

(Florida street address)

New Registered Office Address:

N/A

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

N/A

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	<u>N/A</u>	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

(Attach additional sheets, if necessary). (Be specific)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(if not applicable, indicate N/A)

[illegible]

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

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.

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by \_\_\_\_\_."  
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated November 5, 2019

Signature

Jessica Hingson  
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

JESSICA HINGSON

(Typed or printed name of person signing)

President

(Title of person signing)

**AMENDMENT TO ARTICLES OF INCORPORATION  
OF  
HINGYOUVITO, INC.**

The undersigned, under the Florida General Corporation Act, does hereby adopt the following Amendment to the Articles of Incorporation for HINGYOUVITO, INC.

1. The following is hereby added to the Articles of Incorporation of HINGYOUVITO, INC. as ARTICLE VIII:

**"ARTICLE VIII. Special Purpose Entity Provisions**

Notwithstanding any other provision of these Articles, any other organizational documents or any provisions of law that empowers HINGYOUVITO, INC. (the "**Company**"), the following provisions shall be operative and controlling so long as that certain loan in the original principal amount of \$14,700,000 (the "**Loan**") by Starwood Mortgage Capital LLC, a Delaware limited liability company or its successors and/or assigns (collectively, the "**Lender**") to the Hawks Landing Luxury Apartments, LLC, a Florida limited liability company (the "**Borrower**") is outstanding:

- A. The sole purpose of the Company is to act as a Manager for and operate Hawks Landing Luxury Apartments, LLC, a Florida limited liability company (the "**Property**"), together with such other activities as may be necessary or advisable in connection with the management of the Property. The Company shall not engage in any business, and it shall have no purpose, unrelated to the Property and shall not acquire any real property or own assets other than those related to the Property and/or otherwise in furtherance of the limited purposes of the Company.
- B. HINGYOUVITO, INC. is designated as the SPE Manager of the Borrower (the "**SPE Manager**"). The SPE Manager, and any additional or substitute Manager of the Company (other than HVY Holdings, LLC), may not be an individual and shall at all times have as its sole purpose to act as the SPE Manager of the Borrower, and shall be engaged in no other business or have any other purpose. Additionally, any additional or substitute SPE Manager of the Borrower shall have organizational documents that (a) conform in all material respects to the organizational documents of the SPE Manager, inclusive of all single purpose/bankruptcy remote provisions and (b) are acceptable to the Lender.
- C. The Manager(s) shall have no authority to perform any act in respect of the Borrower in violation of any (a) applicable laws or regulations or (b) any agreement between the Borrower and the Lender.

D. Until such time as the Loan is indefeasibly paid in full, the Company, as SPE Manager, insure that the Borrower:

(a) will be organized solely for the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Property, entering into the various loan documents with the Lender, refinancing the Property in connection with a permitted repayment of the Loan, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing, and (ii) will not own any asset or property other than (A) the Property, and (B) incidental personal property necessary for the ownership or operation of the Property.

(b) will not engage in any business other than the ownership, management and operation of the Property and the Borrower will conduct and operate its business as presently conducted and operated.

(c) will not enter into any contract or agreement with any Affiliate of the Borrower, any constituent party of the Borrower 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 would be available on an arms-length basis with third parties other than any such party.

(d) will not incur any Indebtedness other than (i) the Debt, and (ii) unsecured trade payables and operational debt not evidenced by a note and in an aggregate amount not exceeding one percent (1%) of the original principal amount of the Loan at any one time; provided that any Indebtedness incurred pursuant to subclause (ii) shall be (A) outstanding not more than sixty (60) days, and (B) incurred in the ordinary course of business. No Indebtedness other than the Debt may be secured (senior, subordinate or *pari passu*) by the Property.

(e) will not make any loans or advances to any third party (including any Affiliate or constituent party), and shall not acquire obligations or securities of its Affiliates, provided, however, for the avoidance of doubt, the foregoing shall not prohibit distributions by the Borrower to its members.

(f) will remain solvent 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) will do, all things necessary to observe organizational formalities and preserve its existence, and Borrower will not permit any SPC Party to, (i) terminate or fail to comply with the provisions of its organizational documents, or (ii) unless (A) Lender has consented and (B) following a Securitization of the Loan, the applicable Rating Agencies have issued a Rating Agency Confirmation in connection therewith, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents.



(h) will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. The Borrower's assets will not be listed as assets on the financial statement of any other Person. The Borrower will file its own tax returns (to the extent the Borrower is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. The Borrower shall maintain its books, records, resolutions and agreements as official records.

(i) will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of the Borrower or any constituent party of the Borrower), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or department or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(j) will endeavor 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.

(k) shall not liquidate, dissolve, wind up, consolidate, sell all or substantially all of its assets, divide or merge, in whole or in part.

(l) will not commingle its funds and other assets with those of any Affiliate or constituent party or any other Person, and will hold all of its assets in its own name.

(m) will maintain its assets in such a manner that it will not be unreasonably costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person.

(n) will not assume or guarantee or become obligated for the debts of any other Person 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) The Company (the "**SPC Party**") shall be a corporation whose sole asset is its interest in the Borrower and each such SPC Party (i) will cause the Borrower to comply with each of the representations, warranties and covenants contained in this Article XI; (ii) will at all times comply with each of the representations, warranties and covenants contained in this Article XI (other than subsections (a), (b), (d) and (aa)) as if such representation, warranty or covenant was made directly by such SPC Party; (iii) will not engage in any business or activity other than owning an interest in the Borrower; (iv) will not acquire or own any assets other than its partnership or membership interest in the Borrower; and (v) will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than unsecured trade payables incurred in the ordinary course of business related to the ownership of an interest in the Borrower that (A) do not exceed at any one time \$10,000.00, and (B) are paid within thirty (30) days after

the date incurred. Upon the withdrawal or the disassociation of an SPC Party from the Borrower, the Borrower shall immediately appoint a new SPC Party whose articles of formation or incorporation are substantially similar to those of such SPC Party.

(p) will not permit any Affiliate or constituent party independent access to its bank accounts.

(q) 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) shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred.

(s) will not (i) 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, (ii) 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 Borrower's properties, (iii) make any assignment for the benefit of Borrower's creditors, or (iv) take any action that might cause Borrower to become insolvent.

(t) will maintain an arm's-length relationship with its Affiliates.

(u) 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, will not pledge its assets for the benefit of any other Person.

(w) (A) dissolve, merge, liquidate, consolidate; (B) sell, transfer, dispose, or encumber (except with respect to the Loan Documents) all or substantially all of its assets or acquire all or substantially all of the assets of any Person; or (C) engage in any other business activity, or amend its organizational documents with respect to the matters set forth in this Article VIII without the consent of the Lender.

(x) Will, to the fullest extent permitted by applicable law, consider the interests of Borrower's creditors in connection with any limited liability action or vote taken in connection with all limited partnership actions.

(y) will not have any of its obligations guaranteed by any Affiliate other than by Guarantor pursuant to the Loan Documents.

E. The SPC Party or other person or entity on behalf of the Borrower shall not, without the unanimous consent of all of its members, (i) 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, (ii) 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 the Borrower's properties, (iii) make any assignment for the benefit of the Borrower's creditors, or (iv) take any action that might cause the Borrower's to become insolvent ((i) through (iv) above, with respect to any person or entity, collectively, a "**Bankruptcy Action**").

F. A Bankruptcy Action by or against any SPC Party or member shall not cause such SPC Party or member to cease to be a member of the Borrower and upon the occurrence of such an event, the Borrower shall continue without dissolution. Additionally, to the fullest extent permitted by law, if any SPC Party or member ceases to be a member of the Borrower such event shall not terminate the Borrower and the Borrower shall continue without dissolution.

G. Lender is an intended third-party beneficiary of the "special purpose" provisions of such organizational documents, including, without limitation, those set forth in this Article.

For purposes of this Article:

"**Affiliate**" shall mean, as to any Person, any other Person that (i) owns directly or indirectly ten percent (10%) or more of all equity interests in such Person, and/or (ii) is in control of, is controlled by or is under common ownership or control with such Person, and/or (iii) is a director or officer of such Person or of an Affiliate of such Person, and/or (iv) is the spouse, issue or parent of such Person or of an Affiliate of such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise.

The terms "**control**", "**controlled**", or "**controlling**" shall mean, with respect to a specified Person the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise, and the terms Controlled, Controlling and Common Control shall have correlative meanings.

"**Debt**" shall mean the Outstanding Principal Balance (as defined in the Loan Agreement) together with all interest accrued and unpaid thereon and all other sums (including the Prepayment Fee (as defined in the Loan Agreement), if applicable) due to Lender in respect of the Loan under the Note, the Loan Agreement, the Mortgage, or any other Loan Document.

"**Governmental Authority**" shall mean any court, board, agency, commission, office or authority of any nature whatsoever or any governmental unit (federal, state, commonwealth, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"**Indebtedness**" shall mean, for any Person, without duplication: (i) all indebtedness of such Person for borrowed money, for amounts drawn under a letter of credit, or for the deferred purchase price of property for which such Person or its assets is liable, (ii) all unfunded amounts

under a loan agreement, letter of credit, or other credit facility for which such Person would be liable if such amounts were advanced thereunder, (iii) all amounts required to be paid by such Person as a guaranteed payment to partners or a preferred or special dividend, including any mandatory redemption of shares or interests, (iv) all indebtedness guaranteed by such Person, directly or indirectly, (v) all obligations under leases that constitute capital leases for which such Person is liable, (vi) all obligations of such Person under interest rate swaps, caps, floors, collars and other interest hedge agreements, in each case for which such Person is liable or its assets are liable, whether such Person (or its assets) is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss and (vii) any property-assessed clean energy loans or similar indebtedness including, without limitation, if such loans or indebtedness are made or otherwise provided by any Governmental Authority and/or secured or repaid (directly or indirectly) by any taxes or similar assessments (also known as PACE loans).

**“Loan Documents”** shall mean, collectively, that certain the Loan Agreement between the Borrower and Lender relating to the Loan (the **“Loan Agreement”**), that certain Promissory Note from the Borrower to Lender in the original principal amount of the Loan (the **“Note”**), that certain Mortgage, Assignment of Leases and Rents and Security Agreement given from the Borrower to, or for the benefit of, Lender in connection with the Loan (the **“Mortgage”**), the Assignment of Leases and Rents given from the Borrower to Lender in connection with the Loan, and any other documents, agreements, guaranties, indemnities, certificates and instruments now or hereafter evidencing, securing or delivered to Lender in connection with the Loan.

**“Person”** shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other entity, any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

**“Rating Agencies”** shall mean, prior to the final Securitization of the Loan, each of S&P, Moody's, Fitch, Morningstar Credit Rating, LLC and DBRS, Inc. or any other nationally-recognized statistical rating agency which has been designated by Lender and, after the final Securitization of the Loan, shall mean any of the foregoing that have rated any of the Securities.

**“Rating Agency Confirmation”** shall mean a written affirmation from each of the Rating Agencies that the credit rating of the Securities by such Rating Agency immediately prior to the occurrence of the event with respect to which such Rating Agency Confirmation is sought will not be qualified, downgraded or withdrawn as a result of the occurrence of such event, which affirmation may be granted or withheld in such Rating Agency's sole and absolute discretion. For the purposes of this [Agreement], if any Rating Agency shall waive, decline or refuse to review or otherwise engage any request for a Rating Agency Confirmation hereunder or under the other Loan Documents (hereinafter a **“RA Consent”**), such RA Consent shall be deemed to eliminate, for such request only, the condition that a Rating Agency Confirmation by such Rating Agency (only) be obtained for purposes of this [Agreement]; provided, however, if Lender does not have a separate and independent approval right with respect to such event set forth herein or in the Loan Documents, as applicable, then the term **“Rating Agency Confirmation”** shall be deemed instead to

require the approval of Lender based on its good faith determination of whether the applicable Rating Agency would issue a Rating Agency Confirmation for the applicable event. For purposes of clarity, any such waiver, declination or refusal to review or otherwise engage in any request for a Rating Agency Confirmation hereunder or under the Loan Documents shall not be deemed a waiver, declination or refusal to review or otherwise engage in any subsequent request for a Rating Agency Confirmation hereunder or under the Loan Documents, and the condition for Rating Agency Confirmation pursuant to this [Agreement] and the Loan Documents for any subsequent request shall apply regardless of any previous waiver, declination or refusal to review or otherwise engage in such prior request.

**"Securities"** shall mean any certificates, notes or other securities issued in connection with a Securitization.

**"Securitization"** shall have the meaning set forth in the Loan Agreement."

2. In all other respects, the Articles of Incorporation of HINGYOUVITO, INC., filed on October 28th, 2019, attached hereto as Exhibit "A", are unamended and in full force and effect.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 4th day of November, 2019.

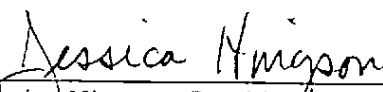
  
\_\_\_\_\_  
Jessica Hingson, President

EXHIBIT "A"

**Electronic Articles of Incorporation  
For**

P19000081640  
FILED  
October 28, 2019  
Sec. Of State  
tburch

HINGYOUVITO INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

HINGYOUVITO INC.

**Article II**

The principal place of business address:

10194 NW 47TH STREET  
SUNRISE, FL. US 33351

The mailing address of the corporation is:

10194 NW 47TH STREET  
SUNRISE, FL. US 33351

**Article III**

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The number of shares the corporation is authorized to issue is:

100

**Article V**

The name and Florida street address of the registered agent is:

CARL G. SANTANGELO, PLLC  
3300 N FEDERAL HIGHWAY  
SUITE 200  
FORT LAUDERDALE, FL. 33306

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: CARL G. SANTANGELO

P19000081640  
FILED  
October 28, 2019  
Sec. Of State  
tburch

### **Article VI**

The name and address of the incorporator is:

JESSICA HINGSON  
10194 NW 47TH STREET

SUNRISE, FL 33351

Electronic Signature of Incorporator: JESSICA HINGSON

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that 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. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

### **Article VII**

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PD  
JESSICA HINGSON  
10194 NW 47TH STREET  
SUNRISE, FL. 33351 US