

P210000006391

(Requestor's Name)

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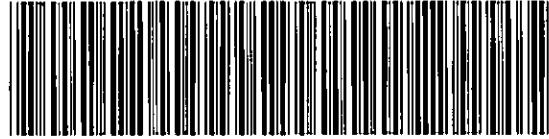
(Business Entity Name)

(Document Number)

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**FILING**

**ARTICLES**

1. HARP GP 2021 INC.

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

**SPECIAL  
INSTRUCTIONS:**

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## **ARTICLES OF INCORPORATION**

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

2011 JAN 29 PM 12:45

### **ARTICLE I - NAME**

The name of the corporation shall be: HARP GP 2021 Inc.

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### **ARTICLE II - PRINCIPAL OFFICE**

The principal place of business/mailling address is: 9720 Stirling Road, Suite 213, Cooper City, Florida 33024.

### **ARTICLE III - PURPOSE**

The purpose for which the corporation is organized is for any and all lawful business.

### **ARTICLE IV - SHARES**

The number of shares of stock is: 100.

### **ARTICLE V - INITIAL OFFICERS AND/OR DIRECTORS**

List name(s), address(es) and specific title(s):

Yanjie Zhou	9720 Stirling Road, Suite 213 Cooper City, Florida 33024	President/Secretary/Treasurer Director
Guohui Liang	9720 Stirling Road, Suite 213 Cooper City, Florida 33024	Vice President/Director
CT Corporation Staffing, Inc.	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801 Attn: Staffing Services	Director

### **ARTICLE VI - REGISTERED AGENT**

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Tony Pornprinya  
1555 NE 123 Street  
North Miami, Florida 33161

### **ARTICLE VII - INCORPORATOR**

The name and address of the Incorporator is:

Yanjie Zhou  
9720 Stirling Road, Suite 213  
Cooper City, Florida 33024

**ARTICLE VIII – SPECIAL PURPOSE ENTITY (SPE) PROVISIONS**

- A. The Corporation's sole asset is its interest in HARP Real Estate LP, a Florida limited partnership, (the "Borrower"). The Corporation (i) will cause Borrower to comply with each of the representations, warranties and covenants contained in Section 3.1.24 of that certain Loan Agreement dated as of November 3, 2015 executed by Action 49 Junction I, LLC, a Delaware limited liability company ("Original Borrower") and UBS Real Estate Securities Inc., a Delaware corporation ("Original Lender") now held by Wells Fargo Bank, National Association, as Trustee for Morgan Stanley Capital I Trust 2015-UBS8, Commercial Mortgage Pass-Through Certificates, Series 2015-UBS8 ("Lender"), which Loan Agreement is modified by and assumed by the Borrower pursuant to that certain Assumption Agreement entered into between Lender and Borrower; (ii) will at all times comply with each of the representations, warranties and covenants contained in Section 3.1.24 of the Loan Agreement (other than subsections (a), (b), (d) and (aa)) as if such representation, warranty or covenant was made directly by the Corporation; (iii) will not engage in any business or activity other than owning an interest in Borrower; (iv) will not acquire or own any assets or properties other than its partnership interest in Borrower; and (v) will not incur any debt, obligation or liability, secured or unsecured, direct, indirect or contingent (including pursuant to any guaranty or indemnity of any obligation or liability), other than 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.
- B. At all times there shall be at least one (1) duly appointed individual on the board of directors or managers (an "Independent Director"), each of whom (i) has at least three (3) years prior employment experience and continues to be employed as an independent director, independent manager or independent member by CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, VCorp Services, LLC, Stewart Management Company, Lord Securities Corporation or, if none of those companies is then providing professional independent directors, independent managers and independent members, another nationally-recognized company that provides such services and which is reasonably approved by Lender; (ii) is not on the board of directors or managers of more than two (2) Affiliates of such SPC Party; and (iii) is not, and has never been, and will not, while serving as an Independent Director be, any of the following: (A) a stockholder, director, manager, officer, employee, partner, member, attorney or counsel of Borrower, any SPC Party, any Affiliate of Borrower or any SPC Party or any direct or indirect equity holder of any of them (other than serving as an independent manager, independent director or special member thereof), (B) a creditor, customer, supplier, service provider (including provider of professional services) or other Person who derives any of its purchases or revenues from its activities with Borrower, any SPC Party or any Affiliate of Borrower or any SPC Party (other than a nationally-recognized company that routinely provides professional independent directors, independent managers or independent members and other corporate services to Borrower, any SPC Party or any Affiliate of Borrower or any SPC Party in the ordinary course of its business), (C) a member of the immediate family of any such stockholder, director, manager, officer, employee, partner, member, creditor, customer, supplier, service provider or other Person, or (D) a Person controlling or under common control with any of (A), (B) or (C) above. A natural person who satisfies the foregoing definition other than clause (iii) shall not be disqualified as a result of clause (iii)(A) by reason of being, having been or becoming an Independent Director or independent manager of an Affiliate of Borrower or any SPC Party that is not in the direct chain of ownership of Borrower or such SPC Party and that is required by a creditor to be a "single purpose

entity": provided that such Independent Director (I) is, was or will be employed by a company that routinely provides professional independent directors, independent managers or independent members or (II) being, having been or becoming a Special member of any SPC Party in accordance with Section 3.1.24(r) of the Loan Agreement and pursuant to the Organizational Documents of any SPC Party. A natural person who satisfies the foregoing definition other than clause (iii) shall not be disqualified as a result of clause (iii)(A) or (iii)(B) by reason of being, having been or becoming an Independent Director or independent manager of a "single purpose entity" affiliated with Borrower or any SPC Party; provided that the fees or other compensation that such individual earns by serving as an Independent Director or independent manager of one or more Affiliates of Borrower or any SPC Party in any given year constitute, in the aggregate, less than five percent (5%) of such individual's income for such year. The Organizational Documents of each SPC Party shall provide that no Independent Director of such SPC Party may be removed or replaced without Cause, and unless the applicable SPC Party provides Lender with not less than three (3) Business Days' prior notice of (1) any proposed removal of any Independent Director, together with a statement as to the reasons for such removal, and (2) the identity of the proposed replacement Independent Director, together with a certification that such replacement satisfies the requirements set forth in the Organizational Documents of such SPC Party relating to an Independent Director. In addition, the Organizational Documents of Borrower and each SPC Party shall provide an express acknowledgment that Lender is an intended third-party beneficiary of the "special purpose" and "separateness" provisions of such Organizational Documents. As used in this paragraph, 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 and the terms "controlled" and "controlling" shall have correlative meanings. As used in this paragraph, the term "single purpose entity" shall mean a Person whose Organizational Documents contain, and who covenants that such Person shall comply or cause compliance with, provisions substantially similar to those set forth in Section 3.1.24 of the Loan Agreement.

- C. The board of directors of the Corporation shall not take any Material Action unless, at the time of such action, there shall be at least one (1) Independent Director (and such Independent Director has participated in such vote). The Corporation will not, without the unanimous consent of its board of directors, including the consent of the Independent Director, on behalf of itself or Borrower (i) 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, (ii) seek or consent to the appointment of a receiver, liquidator or any similar official for such entity or a substantial portion of such entity's assets or properties, (iii) make an assignment for the benefit of creditors, (iv) declare or effectuate a moratorium on the payment of any obligations, (v) approve any "winding down" of the affairs of such entity or any dissolution of such entity or (vi) take any action in furtherance of any of the foregoing (collectively, a "Material Action"). When voting on a Material Action, the Independent Director shall consider only the interests of Borrower and any SPC Party, including their respective creditors. All right, power and authority of the Independent Director shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in the Loan Agreement.
- D. To the extent required by the documents evidencing and/or securing the Loan ("Loan Documents"), no transfer of any direct or indirect ownership interest in the Corporation may be made unless such transfer is consented to by Lender. Lender may condition its consent upon satisfaction of any requirements in the Loan Documents and/or Lender's then current servicing standards.

- E. The Corporation shall continue serving in the capacity of the special purpose general partner of the Partnership so long as the Loan is outstanding.
- F. Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which Corporation may owe to any of its officers, directors, shareholders or affiliates (collectively, "Interested Parties"), whether characterized as a salary, fee or indemnification, shall not constitute a claim against Corporation until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan, provided however, so long as no Default or Event of Default exists under the Loan Documents to the extent Corporation has cash flow or other available liquid assets (exclusive of any reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents. Corporation may pay when due (without any acceleration caused by Corporation) the scheduled obligations due to the Interested Parties of Corporation.
- G. None of the SPE provisions shall be amended without approval of Lender, which approval may be conditioned upon requirements set forth in the Loan Documents and/or by Lender's then current servicing standards.

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*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*

\_\_\_\_\_  
Signature/Registered Agent - Tony Pomprinya

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature/Incorporator - Yanjie Zhou

\_\_\_\_\_  
Date

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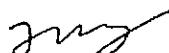
\*\*\*\*\*  
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Signature/Registered Agent - Tony Pornprinya



Date Jan 28, 2021

Signature/Incorporator - Yanjie Zhou



Date

28/01/2021

2021 Jan 25 11:12:40