

P93000 074 158

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend/cc

DEC 13 2019
ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: DO-VAN, INC.

DOCUMENT NUMBER: P93000074158

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

Please return all correspondence concerning this matter to the following:

John Hazlehurst
Name of Contact Person
Hazlehurst and Blake PLLC
Firm/ Company
5925 Carnegie Blvd Ste 200
Address
Charlotte, NC 28209
City/ State and Zip Code

johnhazlehurstatty@gmail.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

John Hazlehurst at (704) 556-1101
Name of Contact Person Area Code & Daytime Telephone Number

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

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input checked="" type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$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

DO-VAN, INC.

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

P93000074158

(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:

(not applicable)

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)

(not applicable)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

(not applicable)

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 (not applicable)

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) (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.

Signature of New Registered Agent, if changing

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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:

☒ Change PT John Doe

☐ Remove V Mike Jones

☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input checked="" type="checkbox"/> Change	<u>PTD</u>	<u>Vasile Moldovan</u>	<u>1832 Thomas St</u>
<input type="checkbox"/> Add			<u>Hollywood Fl 33020</u>
<input type="checkbox"/> Remove			
2) <input checked="" type="checkbox"/> Change	<u>TD</u>	<u>Daniel Moldovan</u>	<u>1832 Thomas St</u>
<input type="checkbox"/> Add			<u>Hollywood Fl 33020</u>
<input type="checkbox"/> Remove			
3) <input checked="" type="checkbox"/> Change	<u>SD</u>	<u>Ioan Moldovan</u>	<u>1832 Thomas St</u>
<input type="checkbox"/> Add			<u>Hollywood Fl 33020</u>
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change	<u>S (asst)</u>	<u>Ronela Moldovan</u>	<u>1832 Thomas St</u>
<input checked="" type="checkbox"/> Add			<u>Hollywood Fl 33020</u>
<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			

E. If amending or adding additional Articles, enter change(s) here:

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

1. Article II, entitled "Purpose" is hereby deleted and a replacement Article II, entitled "Special Purpose", as set forth in the attached Additional Sheet pages 1 thru 5, is hereby substituted as the new Article II.

2. Article VI, entitled "Directors" is hereby amended to delete the first sentence of this Article in its entirety. As a result, Article VI now states (as supplemented by the additional directors and officers shown on the preceding page):

ARTICLE VI

DIRECTORS

The name and address of the initial director of the corporation is: VASILE MOLDOVAN, 1832 Thomas Street, Hollywood, Florida 33020.

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

(if not applicable, indicate N/A)

(not applicable)

ADDITIONAL SHEET PAGES TO

DO-VAN, INC. (P93000074158)

ARTICLE II SPECIAL PURPOSE PROVISIONS

A. Limited 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:

(i) To own certain parcels of real property, together with all improvements located thereon, in the City of Charlotte, State of North Carolina, located at 4430 The Plaza, Charlotte, NC 28215, commonly known as Shoppes at Citiside (the "Property").

(ii) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.

(iii) To exercise all powers enumerated in the Florida Business Corporation Act as set forth in Chapter 607, Florida Statutes, necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

B. Certain Prohibited Activities - Notwithstanding any provision hereof to the contrary and for so long as a mortgage lien exists on any portion of the Property, the following shall govern:

(i) The Corporation shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property and shall not incur, assume, or guaranty any other indebtedness.

(ii) The Corporation will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the Board of Directors.

(iii) For so long as a mortgage lien exists on any portion of the Property, no material amendment to the corporation's certificate of incorporation or to these By-Laws may be made without first obtaining approval of the mortgagees holding first mortgages on any portion of the Property.

C. Separateness Covenants - Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary and for so long as a mortgage lien exists on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these Articles of Incorporation, the Corporation shall conduct its affairs in accordance with the

provisions set forth herein below. The Corporation shall, and the directors of the Corporation shall cause the Corporation to:

- (i) not own any asset or property other than (A) the Property, and (B) incidental personal property necessary for the ownership, management or operation of the Property;
- (ii) not engage in any business or activity other than the acquisition, ownership, management and operation of the Property and the Corporation will conduct and operate its business as presently conducted and operated;
- (iii) not enter into any contract or agreement with any affiliate of the Corporation, any constituent party of the Corporation 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;
- (iv) not incur any indebtedness other than (i) the debt evidenced by the first mortgage lien on the Property (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 note evidencing the debt secured by the Property at any one time; provided that any indebtedness incurred pursuant to clause (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;
- (v) not make any loans or advances to any other person (including any affiliate of the Corporation, any constituent party of the Corporation or any affiliate of any constituent party), and not acquire obligations or securities of its affiliates;
- (vi) will do and cause to be done, all things necessary to observe its organizational formalities and preserve its existence;
- (vii) will not terminate or fail to comply with the provisions of its organizational documents;
- (viii) not amend, modify or otherwise change, its organizational documents;
- (ix) maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any other person and not permit its assets to be listed as assets on the financial statement of any other person;
- (x) file its own tax returns (to the extent the Corporation was or is required to file any tax returns) and not file a consolidated federal income tax return with any other person;

- (xi) maintain its books, records, resolutions and agreements as official records;
- (xii) hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the Corporation or any constituent party of the Corporation) and correct any known misunderstanding regarding its status as a separate entity;
- (xiii) conduct business in its own name and not identify itself or any of its affiliates as a division or department or part of the other;
- (xiv) maintain and utilize separate stationery, invoices and checks bearing its own name;
- (xv) 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;
- (xvi) not, nor shall any constituent party of the Corporation, seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of the Corporation, 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;
- (xvii) not commingle funds or other assets of the Corporation 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;
- (xviii) 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;
- (xix) not assume, guarantee or become obligated for the debts 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;
- (xx) not permit any affiliate or constituent party independent access to its bank accounts;
- (xxi) remain solvent and pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and maintain a sufficient number of employees (if any) in light of its contemplated business operations;
- (xxii) compensate each of its consultants and agents from its funds for services provided to it and pay from its assets all obligations of any kind incurred;
- (xxiii) not, without the unanimous consent of all of its directors or managers, as applicable, (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 the Corporation or for all or any portion of the Corporation's assets or properties, (C) take any action that might cause such entity to become insolvent, (D) make any assignment for the benefit of the Corporation's creditors, (E) admit in writing such entity's inability to pay its debts generally as they become due, (F) declare or effectuate a moratorium on the payment of any obligations, or (G) take any action that might cause the Corporation to become insolvent;

(xxiv) maintain an arm's-length relationship with its affiliates;

(xxv) allocate fairly and reasonably for any overhead expenses that are shared with any affiliate, including shared personnel and shared office space;

(xxvi) not, except in connection with the loan evidenced by the first lien mortgage on the Property, pledge its assets or properties for the benefit of any other Person;

(xxvii) consider the interests of the Corporation's creditors in connection with all actions;

(xxviii) not, except in connection with the Loan, have any of its obligations guaranteed by any affiliate;

For the purposes of this Article VII, the following terms shall have the following meanings:

"affiliate" means, as to any person, any other person that (i) directly or indirectly, owns ten percent (10%) or more of legal, beneficial or economic interests in such person, (ii) is in control of, is controlled by or is under common ownership or control with such person, (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 a Person, whether through ownership of voting securities, by contract or otherwise and the terms "controlled" and "controlling" shall have correlative meanings.

"person" means 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

"cause" means, with respect to an Independent Director, (i) any acts or omissions by such Independent Director that constitute systematic, persistent or willful disregard of such Independent Director's duties, or (ii) such Independent Director

has been indicted or convicted for any crime or crimes of moral turpitude or dishonesty or for any violation of any legal requirements.

D. Indemnification - Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property, including, without limitation the first mortgage on the Property, and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

November 12, 2019

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.

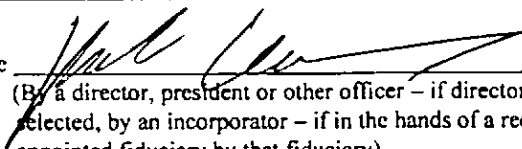
Adoption of Amendment(s) (CHECK ONE)

- ☒ 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 12, 2019 _____

Signature  _____
(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)

Vasile Moldovan

(Typed or printed name of person signing)

President

(Title of person signing)