

P94000092321

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

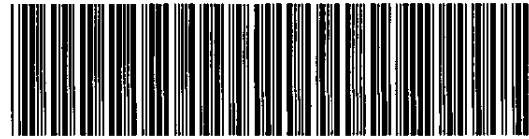
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Amend

09/06/12--01012--010 **35.00

FILED
2012 SEP - 6 PM 3: 32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
9/11/12

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: **MAXZAK, INC.**

DOCUMENT NUMBER: **P94000092321**

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

Please return all correspondence concerning this matter to the following:

FRED CHIKOVSKY

(Name of Contact Person)

(Firm/ Company)

1720 HARRISON STREET, SUITE 7-A

(Address)

HOLLYWOOD, FLORIDA 33020

(City/ State and Zip Code)

f2419688@gmail.com

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

For further information concerning this matter, please call:

FRED CHIKOVSKY

(Name of Contact Person)

at (**561**) **241-9688**

(Area Code & Daytime Telephone Number)

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

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input 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
MAXZAK, INC.

FILED
2012 SEP -6 PM 3:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

P94000092321

(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**, 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

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 checked="" 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	_____	N/A	_____
<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	_____	_____	_____

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

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

Please see attached.

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)

N/A

E. **Section [I]: 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:

1. To own that certain parcel of real property, together with all improvements located thereon, in the City of Miami, State of Florida, commonly known as Walgreen's Store #02790, 3103 Biscayne Boulevard, Miami, Miami-Dade County, Florida (collectively, the "Property").

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

3. To exercise all powers enumerated in the **Corporation Law** of the **STATE OF FLORIDA** necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

Section [II]: Single Purpose Entity/Separateness

Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") with UBS Real Estate Securities Inc. (together with its successors and/or assigns "Lender") to MAXZAK, INC. ("Company"), pursuant to that certain Mortgage and Security Agreement (the "Security Instrument") by and between Company and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Section B and the other provisions of this Agreement, the provisions of this Section B shall control and govern. All capitalized terms within this Section B shall have the meaning ascribed to them in the Security Instrument. Company acknowledges that Lender is an intended third-party beneficiary of this Section II.

1. Until the Debt has been paid in full, Company shall continue to be a Single Purpose Entity. A "Single Purpose Entity" means a corporation, limited liability company or limited partnership, which at all times on and after the date hereof:

- a. is organized solely for the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Property, obtaining the Loan from Lender and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;
- b. has not engaged and will not engage in any business or activity unrelated to the acquisition, development, ownership, management or operation of the Property;

- c. has not owned and will not own any material assets other than (i) the Property, (ii) such incidental Personal Property as may be necessary for the operation of the Property;
- d. has not engaged in, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets;
- e. has preserved and will preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation and will not without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of its operating agreement, articles of formation, limited partnership agreement or certificate of limited partnership, certificate of incorporation, by-laws or similar organizational documents, as the case may be (collectively, the “**Organizational Documents**”), or consent to or suffer the amendment, modification, termination or breach of any of the Organizational Documents, or amend, modify, terminate or fail to comply with, or consent or suffer the amendment, modification, termination or breach of any Organizational Documents of any entity in which it owns an interest;
- f. has not owned and will not own any subsidiary or make any investment in, any person or entity;
- g. has not commingled and will not commingle its assets with the assets of any of its general partners, managing members, shareholders, Affiliates, principals or of any other person or entity;
- h. has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the following: the Debt and trade payables incurred in the ordinary course of its business of owning and operating the Property, provided that such trade payables (i) shall not be evidenced by a note, (ii) shall be paid within sixty (60) days of the date incurred, and, provided further, that the outstanding trade payables in the aggregate shall not exceed three percent (3%) of the outstanding principal balance of the Loan, and (iii) are payable to trade creditors and in amounts as are normal and reasonable under the circumstances;
- i. has maintained and will maintain its financial statements, accounting records, bank accounts and other entity documents separate and apart from those of the partners, members, shareholders, principals and Affiliates of such entity, and has not permitted and will not permit its assets to be listed as assets on the financial statement of any other entity except that such entity’s financial position, assets, results of operations and cash flows may be included in the consolidated financial statements of an Affiliate of such entity in accordance with GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

- j. has not entered into or been a party to and will not enter into or be a party to any contract or agreement with any general partner, managing member, shareholder, principal or Affiliate of Borrower, any Guarantor, or any general partner, managing member, shareholder, principal or Affiliate thereof, 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 third parties;
- k. 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 other Person;
- l. has not made and will not make any loans to any third party;
- m. has held itself out and identified itself and will hold itself out and identify itself to the public as a legal entity separate and distinct from any other Person;
- n. has conducted and will conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that such entity is responsible for the debts of any third party (including any general partner, managing member, shareholder, principal or Affiliate of such entity);
- o. is and will remain solvent and pay its debt and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;
- p. 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;
- q. has filed and will file its own tax returns, if any, as may be required under applicable law, to the extent such entity is (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division solely for tax purposes of another taxpayer, and has paid and will pay any taxes so required to be paid under applicable law;
- r. has allocated and will allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;
- s. has maintained and will maintain a sufficient number of employees, if any, in light of its contemplated business operations and pay the salaries of its own employees from its own funds;
- t. has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

- u.** has held and will hold its assets in its own name and has conducted and will conduct its business in its own name;
- v.** has paid and will pay its own liabilities and expenses;
- w.** has observed and will observe all corporate, limited liability company or limited partnership formalities, as applicable;
- x.** has not and will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;
- y.** has not and will not acquire obligations or securities of its partners, members or shareholders or any other Affiliate;
- z.** maintains and uses and will maintain and use separate stationery, invoices and checks bearing its name;
- aa.** has not pledged and will not pledge its assets for the benefit of any other Person;
- bb.** has not and will not have any obligation to, and will not, indemnify its partners, officers, directors or members, as the case may be, unless such an obligation is fully subordinated to the Debt and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;
- cc.** shall consider the interests of its creditors in connection with all corporate actions;
- dd.** does not and will not have any of its obligations guaranteed by any Affiliate; of such entity;
- ee.** has complied and will comply with all of the terms and provisions contained in its Organizational Documents;
- ff.** has acted and will continue to act in a manner to make the statement of facts contained in its Organizational Documents true and correct;
- gg.** has considered and will continue to consider the interests of its creditors in connection with all actions;
- hh.** INTENTIONALLY OMITTED;
- ii.** INTENTIONALLY OMITTED;
- jj.** INTENTIONALLY OMITTED;
- kk.** INTENTIONALLY OMITTED;
- ll.** INTENTIONALLY OMITTED;

mm. such entity will not without (i) the unanimous consent of its board of directors or managers, or each of its general partner (as applicable), (A) 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, (B) seek or consent to the appointment of a receiver, liquidator or any similar official for such entity or a substantial portion of its assets or properties, (C) take any action that might cause such entity to become insolvent, (D) make an assignment for the benefit of 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 in furtherance of any of the foregoing.

The date of each amendment(s) adoption: 8-30-12

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

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):*

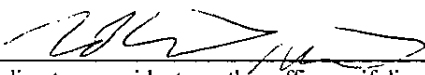
"The number of votes cast for the amendment(s) was/were sufficient for approval

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 8/30/12

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)

FRED CHIKOVSKY

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)