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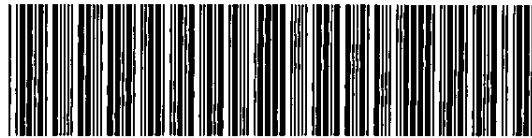
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*Amend  
New  
12/14/07*

## ARTICLES OF AMENDMENT OF HOOVER AIRCRAFT PRODUCTS, INC.

The Articles of Incorporation of **HOOVER AIRCRAFT PRODUCTS, INC.**, a Florida corporation, which Articles of Incorporation are dated March 6, 1996, was amended by vote of its sole director and shareholder as set forth hereinafter. In conformance with §607.1006, Fla. Stat., **HOOVER AIRCRAFT PRODUCTS, INC.** submits the following information to the Department of State, State of Florida:

1. The following amendments were adopted:

### **Article XII Purpose**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation 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 acquire those certain parcels of real property, together with all improvements located thereon, located at 7260 NW 68<sup>th</sup> Street, Miami, Florida 33166 (the "Property") and legally described as:

**The South ½ of Tract 27, Section 14, Township 53 South, Range 40 East amended plat of FLORIDA RANCH AND DAIRY CORPORATION SUBDIVISION, as recorded in Plat Book 8, Page 16, less the South 35 feet and the North 35 feet thereof, of the Public Records of Miami-Dade County, Florida**

- ii. To own, hold, operate, lease and manage the Property;
- iii. To pledge the Property through a mortgage or deed of trust to secure a certain loan from Western Capital Partners LLC, a Colorado limited liability company (the "Mortgage Loan"), under the terms of applicable loan documents (the "Mortgage Loan Documents"); and
- iv. To exercise all powers enumerated in the General Corporation Law of Florida incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

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### **Article XIII Management**

The responsibility for the management and operation of the Corporation and its business shall be vested in the officers and directors, and an independent director, Michelle A. Dreyer, as identified in that certain Independent Director's Contract dated November 29, 2007, who is not a shareholder of the Corporation or an affiliate of the Corporation (the "Independent Director") and whose powers are limited to those powers expressly provided herein. The Independent Director cannot be terminated or substituted without the prior written consent of the mortgagee holding the Mortgage Loan, whose consent may be conditioned or withheld in such mortgagee's sole discretion while the Mortgage Loan remains unpaid.

### **Article XIV Certain Prohibited Activities**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: the Corporation shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as the Mortgage Loan exists on the Property, the Corporation shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. the Corporation shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale, sale or encumbrance of the Property, or transfers of any stock interest. For so long as the Mortgage Loan exists on the Property, the Corporation will not, without the unanimous consent of the Board of Directors and the prior written direction of the Independent Director, as evidenced by the signature of the Independent Director on the operative document: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law 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 itself or any other entity, (iii) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors, (iv) transfer, encumber, pledge, sell or otherwise dispose of all or any portion of the Property, or (v) take any action in furtherance of the foregoing. Any of the foregoing actions taken by the Corporation, or any of its officers, directors or shareholders in violation of this paragraph shall be considered *ultra vires* acts and be null and void *ab initio*.

## **Article XV Indemnification**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

## **Article XVI Separateness Covenants**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: For so long as the Mortgage Loan exists on the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in the certificate of incorporation and the bylaws, the Corporation shall conduct its affairs in accordance with the following provisions:

- (1) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.
- (2) It shall maintain separate corporate records, books and accounts from those of its parent and any affiliate or any other person.
- (3) It shall not commingle funds or assets with those of its parent, any affiliate or any other person.
- (4) It shall conduct its business and hold its assets in its own name.
- (5) It shall maintain financial statements, accounting statements and prepare tax returns separate from its parent, any affiliate or any other person.
- (6) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent or any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations
- (7) It shall maintain adequate capital in light of its contemplated business operations
- (8) It shall maintain an arm's length relationship with any parent or any affiliate.

(9) It shall not assume or guarantee or become obligated for the debts of any other entity, including its parent or any affiliate or hold out its credit as being available to satisfy the obligations of others.

(10) It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except any guarantor of the Mortgage Loan.

(11) It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate.

(12) It shall not acquire obligations or securities of its partners, members or shareholders or any affiliate.

(13) It shall use stationery, invoices and checks separate from any affiliate or any other person.

(14) It shall hold itself out as an entity separate and distinct from any affiliate and not as a division, department or part of any other person or entity

(15) It shall not identify its members, shareholders, any parent or any affiliates as a division or part of it.

(16) It shall correct any known misunderstanding regarding its separate identity.

(17) It shall 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 entity.

(18) It shall not share a common logo with any affiliate or any other person.

(19) It shall not acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property.

(20) It shall maintain its books, records, resolutions and agreements as official records.

(21) Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities and record keeping.

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

“affiliate” means any person controlling or controlled by or under common control with the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this corporation, its parent or any affiliate. For purposes of this definition, “control,” when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“parent” means any other person owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the Corporation.

“person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

## **Article XVII**

### **Dissolution**

the Corporation shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following events (“Dissolution Event”):

- (a) By the Unanimous Consent of the Shareholders; and
- (b) Entry of a judicial dissolution pursuant to court order.

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: The vote of a majority-in-interest of the remaining shareholders or the approval of the Independent Director is sufficient to continue the life of the Corporation. If such vote is not obtained, for so long as the Mortgage Loan exists on the Property the Corporation shall not liquidate the Property without first obtaining approval of the mortgagee holding the Mortgage Loan on the Property. Such holders may continue to exercise all of their rights under the existing security agreements, deeds of trust, or mortgages until the Mortgage Loan has been paid in full.

**Article XVIII**  
**Voting**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: When acting on matters subject to the vote of the shareholders, notwithstanding that the Corporation is not then insolvent, all of the shareholders shall take into account the interest of the Corporation's creditors, as well as those of the shareholders.

**Article XIX**  
**Amendments to Organizational Documents**

For so long as the Mortgage Loan exists on the Property, no amendment to the articles of incorporation or the bylaws of the Corporation may be made without first obtaining written approval of the mortgagee holding the Mortgage Loan on the Property and of the Independent Director, which approval may be conditioned or withheld in such party's sole discretion.

2. The amendments were adopted on November 29, 2007.

3. The sole shareholder (who owns 100% of the stock issued by the Corporation) voted all of her shares to approve the amendment. The number of votes cast for the amendment by the shareholder was sufficient for approval.

Dated at Miami, Florida this 30 day of November, 2007.

**HOOVER AIRCRAFT PRODUCTS, INC.**

By: 

Marisa Brown, President and  
Chairman of the Board of Directors