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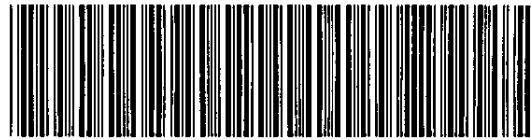
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Date: 05/04/2016

Account #: I20000000088

Name: Michelle Walker

Reference #: B075904

ENTITY NAME: PLANTATION MERCHANDISE MART, INC.

☐ Articles of Incorporation/Authorization to Transact Business

☒ Amendment

☐ Annual Report

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☐ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

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SECRETARY OF STATE
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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
PLANTATION MERCHANDISE MART, INC.**

16 MAY -5 AM 9:14

P97000087683

Pursuant to the provisions of Section 607.1007 of the Florida Business Corporation Act, the undersigned hereby adopts the following Amended and Restated Articles of Incorporation:

1. The name of the corporation is **PLANTATION MERCHANDISE MART, INC.** (the "Corporation"). The date of filing the original Articles of Incorporation with the Secretary of State was October 10, 1997 and the Articles of Incorporation were amended on August 5, 2009.

2. The Amended and Restated Articles of Incorporation were adopted and approved by the Board of Directors and the Shareholders of the Corporation on May 4, 2016, in accordance with Sections 607.1006, and 607.1007 of the Florida Business Corporation Act. The number of votes cast by Shareholders in favor of the Amended and Restated Articles of Incorporation was sufficient to approve the Amended and Restated Articles of Incorporation.

The Articles of Incorporation are hereby amended and restated in their entirety as follows:

ARTICLE I - NAME

The name of this Corporation is **PLANTATION MERCHANDISE MART, INC.** (the "Corporation").

ARTICLE II - PRINCIPAL OFFICE ADDRESS

The mailing and street address of the principal office of this Corporation, unless and until relocated, is Concept 2 Towers, 2328 10th Avenue North, Suite 401, Lake Worth, Florida 33461.

ARTICLE III - PURPOSE

The sole purpose to be conducted or promoted by the Corporation is to engage in the following activities:

(i) to acquire, own, hold, lease, operate, manage, maintain, develop and improve the real property municipally known as 4301 West Sunrise Boulevard, Plantation, Florida (the "Property");

(ii) to enter into and perform its obligations under the Loan Documents;

(iii) to sell, transfer, service, convey, dispose of, pledge, assign, borrow money against, finance, refinance or otherwise deal with the Property to the extent permitted under the Loan Documents; and

(iv) to engage in any lawful act or activity and to exercise any powers permitted to corporations organized under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above-mentioned purposes.

ARTICLE IV - DIRECTORS

1. Subject to Article VII, the property, business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation, which may exercise all of the powers of the Corporation, except such as are by these Articles, by the Bylaws of the Corporation (the "Bylaws") or by law conferred upon or reserved to the stockholders.

2. Subject to Article VII, the number of directors who will constitute the whole Board of Directors shall not be less than one (1) nor more than ten (10). The first Board of Directors shall consist of four (4) directors, two of which shall be Independent Directors pursuant to Article VII. Thereafter, within the limits specified above, and subject to Article VII, the total number of directors may be increased or decreased from time to time. For so long as a mortgage lien exists on any portion of the Property owned by the Corporation, the Board of Directors shall include at least two individuals who are Independent Directors.

3. The directors, other than the Independent Directors, shall be elected by the stockholders of the Corporation, and at each election the persons receiving the greatest number of votes, up to the number of directors then to be elected, shall be the persons then elected. The election of directors is subject to any provisions contained in Article VII relating thereto, including any provisions for a classified board.

4. Any director of the Corporation may resign at any time by giving written notice to the Board or to the Secretary of the Corporation; provided, however, that the resignation of an Independent Director will not be accepted until a successor Independent Director is elected. Any such resignation shall take effect at the time specified therein, or, if the time is not specified, it shall take effect immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5. Except as otherwise provided in these Articles and subject to Article VII, any vacancy in the Board, whether because of death, resignation, disqualification, an increase in the number of directors, or any other cause, may be filled only by a vote of the stockholders or a vote of the majority of directors then in office (or selection if such vacancy was created by the death or disqualification of an Independent Director). Each director so chosen to fill a vacancy shall hold office until his successor shall have been elected and shall qualify or until he shall resign or shall have been removed. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

6. The Board may hold any of its meetings at such place or places within or without the State of Florida as the Board may from time to time by resolution designate or as shall be designated by the person or persons calling the meeting or in the notice or waiver of notice of any such meeting. Directors may participate in any regular or special meeting of the Board by means of conference telephone or similar communications equipment pursuant to which all persons participating in the meeting of the Board can hear each other, and such participation shall constitute presence in person at such meeting.

7. The Board shall meet as soon as practicable after each annual election of directors and notice of such first meeting shall not be required.

8. Regular meetings of the Board may be held at such times as the Board shall from time to time by resolution determine. If any day fixed for a meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting shall be held at the same hour and place on the next succeeding

business day which is not a legal holiday. Except as provided by law, notice of regular meetings need not be given.

9. Special meetings of the Board may be called at any time by the Chairman of the Board, the President, an Independent Director or by any two (2) directors, to be held at the principal office of the Corporation, or at such other place or places, within or without the State of Florida, as the person or persons calling the meeting may designate. Notice of the time and place of special meetings shall be given to each director either (i) by mailing or otherwise sending to him a written notice of such meeting, charges prepaid, addressed to him at his address as it is shown upon the records of the Corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held, at least seventy-two (72) hours prior to the time of the holding of such meeting; or (ii) by orally communicating the time and place of the special meeting to him at least forty-eight (48) hours prior to the time of the holding of such meeting. Either of the notices as above provided shall be due, legal and personal notice to such director.

10. Except as otherwise provided in these Articles or by law, the presence of a majority of the authorized number of directors other than Independent Directors (except in cases where a Material Action is to be discussed) shall be required to constitute a quorum for the transaction of business at any meeting of the Board, and all matters shall be decided at any such meeting, a quorum being present, by the affirmative votes of a majority of the directors present. In the absence of a quorum, a majority of directors present at any meeting may adjourn the same from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given. The directors shall act only as a Board, and the individual directors shall have no power as such.

11. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board or of such committee, as the case may be, other than the Independent Directors (except in cases where a Material Action is to be discussed) and such written consent is filed with the minutes of proceedings of the Board or such committee. Such action by written consent shall have the same force and effect as the unanimous vote of such directors.

12. No stated salary need be paid to directors, as such, for their services but, as fixed from time to time by resolution of the Board, the directors may receive directors' fees, compensation and reimbursement for expenses for attendance at directors' meetings, for serving on committees and for discharging their duties; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

13. The Board may, by resolution passed by a majority of the whole Board, exclusive of Independent Directors (except in cases where a Material Action is to be discussed) designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Any such committee, to the extent provided in the resolution of the Board, and subject to, in all cases, Article VII, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have any power or authority in reference to amending these Articles, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the Bylaws of the Corporation, or taking any action prohibited by Article VII; and unless the resolution of the Board expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Any such committee shall keep written minutes of its meetings and report the same to the Board when required.

14. The Board shall have a Chairman of the Board and may, at the discretion of the Board, have one or more Vice Chairmen. The Chairman of the Board and the Vice Chairmen shall be appointed from time to time by the Board and shall have such powers and duties as shall be designated by the Board.

ARTICLE V - REGISTERED AGENT AND REGISTERED OFFICE

The mailing and street address of the initial registered office of this Corporation is Concept 2 Towers, 2328 10th Avenue North, Suite 401, Lake Worth, Florida 33461; and the name of the initial registered agent of this Corporation at that address is Charles Stein.

ARTICLE VI - SHARES

The number of shares of stock that this corporation is authorized to have outstanding at any one time is one thousand (1,00) shares.

ARTICLE VII - LIMITATIONS ON THE CORPORATION'S ACTIVITIES

1. This Article VII is being adopted to comply with certain provisions necessary to qualify the Corporation as a "special purpose" entity.

2. Notwithstanding anything to the contrary in these Articles or in any other document governing the formation, management or operation of the Corporation, for so long as any Obligation is outstanding, neither the stockholders nor the directors or the Corporation shall amend, alter, or change any of Articles III, IV, or VII of these Articles (the "Special Purpose Provisions"), or any other provision of this or any other document governing the formation, management or operation of the Corporation in a manner that is inconsistent with any of the Special Purpose Provisions, unless the Lender consents in writing and the Rating Agency Condition is satisfied. Subject to this Article VII, the stockholders and directors reserve the right to amend, alter, change or repeal any provisions contained in these Articles in accordance with the Bylaws. In the event of any conflict between any of the Special Purpose Provisions and any other provision of this or any other document governing the formation, management or operation of the Corporation, the Special Purpose Provisions shall control.

3. Notwithstanding any other provision of these Articles or any other document governing the formation, management or operation of the Corporation, and notwithstanding any provision of law that otherwise so empowers the Corporation, the stockholders, the Board, any officer or any other Person, in addition to any other limitations set forth in these Articles, neither the stockholders nor the Board nor any officer nor any other Person shall be authorized or empowered, nor shall they permit the Corporation to, and the Corporation shall not, without the prior unanimous written consent of the Board (including all Independent Directors), (a) take any Material Action, (b) amend the Special Purpose Provisions, (c) dissolve, merge, liquidate or consolidate except as otherwise provided in these Articles or the Loan Documents, or (d) except in connection with a sale or other transfer permitted under the Loan Documents, sell all or substantially all of its assets, provided, however, that the Board may not vote on, or authorize the taking of, any Material Action, or any other action requiring the unanimous consent of the Board unless there are at least two Independent Directors then serving in such capacity and all such Independent Directors have participated in such vote.

4. The Board shall cause the Corporation to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises.

5. Notwithstanding anything to the contrary in these Articles or in any other document governing the formation, management or operation of the Corporation, the Board shall cause the Corporation to, and the Corporation shall, at all times comply with the following:

(A) The Corporation will not own any asset or property other than (i) the Property and (ii) incidental personal property necessary for the ownership, management or operation of the Property.

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

(C) The Corporation will not enter into or be a party to any contract or agreement with any Affiliate of the Corporation, any constituent party of the Corporation or any Affiliate of any constituent party, except on terms and conditions that are intrinsically fair, commercially reasonable, and substantially similar to those that would be available on an arm's-length basis from an unrelated third party.

(D) Except for the Investor Notes (as defined in the Loan Agreement) to be paid in full pursuant to the terms and conditions of the Loan Agreement, the Corporation 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 three percent (3%) of the original principal amount of the Loan allocated to the Corporation pursuant to the Loan Documents at any one time; provided that any Indebtedness incurred pursuant to subclause (ii) shall be (x) outstanding not more than sixty (60) days (which time period shall be tolled during any period in which the Corporation is contesting payment of the same in accordance with the terms of the Loan Documents) and (y) 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) The Corporation will not make any loans or advances to any Person (including any Affiliate or constituent party or any Affiliate of a constituent party), and shall not acquire obligations or securities of its Affiliates.

(F) The Corporation will endeavor to remain solvent (to the extent of net cash flow available from the Property) and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due; provided, however, that the foregoing shall not create an obligation on the part of any direct or indirect member, partner, shareholder, beneficiary, or other beneficial interest holder in the Corporation, or any officer director, employee, trustee, beneficiary, or Affiliate of any of the foregoing, to make any additional capital contributions, equity infusions, or loans to the Corporation.

(G) The Corporation will do all things necessary to observe organizational formalities and preserve its existence, and will not (i) terminate or fail to comply with the provisions of its organizational documents or (ii) amend, modify or otherwise change its organizational documents in any material respect except as expressly provided for in these Articles and the Loan Documents.

(H) Except with respect to a single master operating account to be maintained by Manager, as defined in the Loan Documents, for the Corporation and the other borrowers under the Loan Documents, the Corporation will maintain all of its accounts, books, records, and bank accounts separate from those of its Affiliates and any other Person. The Corporation's assets have not been and will not be listed as assets on the financial statement of any other Person; provided, however, that the Corporation's

assets may be included in a consolidated financial statement of its Affiliates if (i) appropriate notation is made on such consolidated financial statements to indicate the separateness of the Corporation and such Affiliates and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets are listed on the Corporation's own separate balance sheet.

(I) The Corporation will file its own tax returns (to the extent the Corporation is required to file any tax returns) and not file a consolidated federal income tax return with any other Person.

(J) The Corporation will maintain its books, records, resolutions and agreements as official records.

(K) The Corporation will be, and at all times will 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 shall correct any known misunderstanding regarding its status as a separate entity, and shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other, and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(L) The Corporation 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 to the extent of net cash flow available from the Property; provided, however, that the foregoing shall not create an obligation on the part of any direct or indirect member, partner, shareholder, beneficiary, or other beneficial interest holder in the Corporation, or any officer director, employee, trustee, beneficiary, or Affiliate of any of the foregoing, to make any additional capital contributions, equity infusions, or loans to the Corporation.

(M) Except as permitted by the Loan Documents, neither the Corporation nor any constituent party will seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of the Corporation or any sale or other transfer of all or substantially all of its assets.

(N) Except with respect to a single master operating account to be maintained by Manager, as defined in the Loan Documents, for the Corporation and the other borrowers under the Loan Documents, the Corporation will not commingle the funds and other assets of the Corporation with those of any Affiliate or constituent party or any other Person, and will hold all of its assets in its own name;

(O) The Corporation 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 Affiliate or constituent party or any other Person.

(P) Except in connection with the Loan Documents, the Corporation 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.

(Q) So long as any Obligation remains outstanding, the Corporation shall at all times shall include (and the Corporation shall at all times cause to be included) at least two (2) duly appointed individuals (each, an "Independent Director") of the Corporation, 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, Stewart Management Company, Lord Securities Corporation,

or National Corporate Research, Ltd., 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 the Corporation; 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 the Corporation, any affiliate of the Corporation or any direct or indirect equity holder of any of them, (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 the Corporation or any Affiliate of the Corporation (other than a nationally-recognized company that routinely provides professional independent directors, independent managers or independent members and other corporate services to the Corporation or any Affiliate of the Corporation 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 of an Affiliate of the Corporation that is not in the direct chain of ownership of the Corporation and that is required by a creditor to be a "single purpose entity"; provided that such Independent Director is, was or will be employed by a company that routinely provides professional independent directors, independent managers or independent members. 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 of a "single purpose entity" affiliated with the Corporation; provided that the fees or other compensation that such individual earns by serving as an Independent Director of one or more Affiliates of the Corporation in any given year constitute, in the aggregate, less than five percent (5%) of such individual's income for such year. No Independent Director may be removed or replaced without cause, and unless the Corporation provides any first lien mortgagee with not less than three (3) business days' prior notice. As used in this subsection, 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.

(R) The Corporation shall conduct its business so that the assumptions made with respect to the Corporation in the bankruptcy insolvency opinion provided in connection with the funding of the Loan shall be true and correct in all material respects.

(S) Except with respect to a single master operating account to be maintained by Manager, as defined in the Loan Documents, for the Corporation and the other borrowers under the Loan Documents, the Corporation will not permit any Affiliate or constituent party independent access to its bank accounts (other than Manager (as defined in the Loan Documents) in the performance of its obligations under the Management Agreement (as defined in the Loan Documents)).

(T) The Corporation shall endeavor to remain solvent (to the extent of net cash flow available from the Property) and shall pay its own liabilities and expenses, including the salaries of its own employees (if any), from its own funds to the extent of net cash flow available from the Property and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations; provided, however, that the foregoing shall not create an obligation on the part of any direct or indirect member, partner, shareholder, beneficiary, or other beneficial interest holder in the Corporation, or any officer director, employee, trustee, beneficiary, or Affiliate of any of the foregoing, to make any additional capital contributions, equity infusions, or loans to the Corporation.

(U) The Corporation 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 to the extent of net cash flow available from the Property; provided, however, that the foregoing shall not create an obligation on the part of any direct or indirect member, partner, shareholder, beneficiary, or other beneficial interest holder in the Corporation, or any officer director, employee, trustee, beneficiary, or Affiliate of any of the foregoing, to make any additional capital contributions, equity infusions, or loans to the Corporation.

(V) Without the unanimous consent of all of its directors (including each Independent Director), the Corporation will not (A) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under the laws relating to the relief from debts or the protection of debtors generally, (B) seek 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 (other than as may be required by a subpoena or other court document, or in connection with a deposition, interrogatory or other required writing related to a legal proceeding), (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.

(W) The Corporation shall maintain an arm's-length relationship with its Affiliates.

(X) The Corporation will allocate fairly and reasonably for any overhead expenses that are shared with any Affiliate, including any shared personnel and any shared office space.

(Y) Except in connection with the Loan, the Corporation will not pledge its assets for the benefit of any other Person.

(Z) Except as provided in the Loan Documents, the Corporation will not have any of its obligations guaranteed by any Affiliate.

6. Any indemnification set forth herein or in the Bylaws shall be fully subordinate to the Loan and, to the fullest extent permitted by law, shall not constitute a claim against the Corporation in the event that the Corporation's cash flow is insufficient to pay its Obligations.

7. Failure of the Corporation, or the Board on behalf of the Corporation, to comply with any of the foregoing covenants or any other covenants contained in these Articles shall not affect the status of the Corporation as a separate legal entity or the limited liability of the stockholders or the directors.

8. For the purposes of this Article VII, "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.

9. For purposes of these Articles, the following terms have the following meanings:

"Affiliate" means, as to any person, any other person that (i) directly or indirectly is in control of, is controlled by or is under common ownership or control with such person, (ii) is a director or officer of such person or of an affiliate of such Person and/or (iii) 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.

"Debt" shall mean the outstanding principal amount set forth in, and evidenced by, the Loan Agreement and the Note (as defined in the Loan Agreement) together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note, the Loan Agreement or the other Loan Documents, including, without limitation, the payment of all sums advanced and costs and expenses incurred (including unpaid or unreimbursed servicing and special servicing fees) by Lender in connection with the enforcement and/or collection of the Debt or any part thereof.

"Governmental Authority" shall mean any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (foreign, federal, state, 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, and (vi) all obligations of such Person under interest rate swaps, caps, floors, collars and other interest hedge agreements, in each case whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

"Lender" means UBS Real Estate Securities Inc., a Delaware corporation, together with its successors and assigns.

"Loan" means that certain loan in the amount of \$92,500,000.00 to be made by Lender to the Corporation and certain other borrowers in accordance with the terms, conditions and provisions of the Loan Documents.

"Loan Agreement" means that certain Loan Agreement dated on or about the date hereof by and between the Corporation, Lender, and certain other borrowers named therein.

"Loan Documents" has the meaning set forth in the Loan Agreement.

"Material Action" means, with respect to any Person, to institute proceedings to have such Person be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against such Person or file a petition seeking, or consent to, reorganization or relief with respect to such Person under any applicable federal, state, local or foreign law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or a substantial part of its property, or make any assignment for the benefit of creditors of such Person, or declare or effectuate a moratorium on the payment of any obligation, or take action in furtherance of any such action.

"Obligations" shall mean the indebtedness, liabilities and obligations of the Corporation under or in connection with the Loan Documents.

"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.

"Rating Agency" shall have the meaning set forth in the Loan Agreement.

"Rating Agency Condition" means with respect to any action taken, that each Rating Agency shall have issued a written affirmation that the credit rating of the securities issued in connection with the securitization of the Loan by such Rating Agency immediately prior to the occurrence of the event with respect to which such affirmation 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; provided, however, if (i) a securitization has not occurred or (ii) a securitization has occurred but any Rating Agency, within the period of time provided in the securitization's pooling and servicing agreement (or similar agreement), has not responded to the request for such affirmation or has responded in a manner that indicates that such Rating Agency is neither reviewing such request nor waiving the requirement for such affirmation, then, Lender's written approval shall be required in lieu of such affirmation from such Rating Agency, which such approval shall be based on Lender's good faith determination of whether such Rating Agency would issue such affirmation (unless Lender has an independent approval right in respect of the matter at issue pursuant to the terms of these Bylaws, in which case the discretion afforded to Lender in connection with such independent approval right shall apply instead).

[Signature page follows.]

Signature Page to Amended and Restated Articles of Incorporation of Plantation Merchandise Mart, Inc.

IN WITNESS WHEREOF, the undersigned Secretary of the Corporation, has executed these Amended and Restated Articles of Incorporation on May 4, 2016 to be effective as of their time of filing with the Department of State.


Charles Stein, Secretary

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 MAY -5 AM 9:14

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

16 MAY -5 AM 9:14

**CERTIFICATE OF ACCEPTANCE BY
REGISTERED AGENT**

Pursuant to the provisions of Section 607.0501 of the Florida Business Corporation Act, the undersigned submits the following statement in accepting the designation as registered agent and registered office of PLANTATION MERCHANDISE MART, INC., a Florida corporation (the "Corporation"), in the Corporation's Amended and Restated Articles of Incorporation:

Having been named as registered agent and to accept service of process for the Corporation at the registered office designated in the Corporation's Amended and Restated Articles of Incorporation, the undersigned accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the undersigned is familiar with and accepts the obligations of its position as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on May 4, 2016 to be effective as of its time of filing with the Department of State.


Charles Stein, Registered Agent

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