

P99000015245

Division of Corporations

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**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
FORT LAUDERDALE CROWN CENTER, INC.  
DOCUMENT NUMBER P99000015245**

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida profit corporation adopts the following amendments to its Articles of Incorporation:

A. Article IX is hereby amended to read as follows:

**ARTICLE IX - SINGLE PURPOSE**

Notwithstanding any other provision of these Articles of Incorporation, any contrary or inconsistent provision in the bylaws of Fort Lauderdale Crown Center, Inc. (the "Corporation") or any other document or instrument governing the affairs of the Corporation, or any provision of law that otherwise so empowers the Corporation, so long as the loan in the initial principal amount of \$37,900,000.00 (the "Loan") and any other obligations set forth in that certain Loan Agreement (the "Loan Agreement"), by and between the corporation and NXT Capital, LLC, a Delaware limited company (the "Lender"), or any other Loan Document remain outstanding and not discharged in full, without the prior written consent of the Lender, the Corporation shall comply with the following provisions:

1. The business and purpose of the Corporation shall consist solely of: (i) the ownership, operation and management of the real estate project known as Fort Lauderdale Crown Center located in Broward County, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the Corporation's Bylaws; and (ii) engaging in such other lawful activities permitted to corporations by the laws of the State of Florida as are incidental, necessary or appropriate to the foregoing. Capitalized terms used and not otherwise defined in this Article IX shall have the means ascribed to such terms in the Loan Agreement.

2. The Corporation shall have no authority to:

- (a) conduct its affairs in any manner contravening or inconsistent with the provisions of this Article IX;
- (b) dissolve or liquidate the Corporation or consent to any such dissolution or liquidation;
- (c) sell or lease, or otherwise dispose of all or substantially all of the assets of the Corporation; or
- (d) amend, modify or alter this Article IX.

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3. The Corporation shall have no authority, unless such action has been approved by a unanimous vote of all of the Corporation's shareholders to (i) file or consent to the filing of any voluntary or involuntary bankruptcy or insolvency petition with respect to the Corporation or otherwise initiate or consent to proceedings to have the Corporation adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against the Corporation, or file a petition seeking or consenting to reorganization or relief of the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Corporation; (iii) seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all or any substantial part of the properties and assets of the Corporation, (iv) make any general assignment for the benefit of creditors of the Corporation, (v) admit in writing the inability of the Corporation to pay its debts generally as they become due or declare or effect a moratorium on the Corporation's debt, or (vi) take any corporate action in furtherance of any such action.

4. The Corporation has heretofore conducted and shall at all times hereafter conduct its business and operations in strict accordance and compliance with the following provisions:

(a) Corporation has not and will not:

(i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Indebtedness, and (B) unsecured trade payables incurred in the ordinary course of business of operating the Project and indebtedness relating to financing of equipment and personal property in the ordinary course of business of operating the Project; provided however, the aggregate amount of such other indebtedness shall not exceed 1% of the outstanding principal balance of the Note;

(ii) engage in any business or activity other than the ownership, operation and maintenance of the Project, and activities incidental thereto;

(iii) acquire or own any assets other than (A) the Project, and (B) such incidental Personal Property as may be necessary for the operation of the Project;

(iv) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(v) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) only from its own funds, provided that there are sufficient funds from the operation of the Project to do so;

(vi) fail 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, provided that there are sufficient funds from the operation of the Project to do so;

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(vii) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable Laws of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

(viii) own any subsidiary, or make any investment in, any Person;

(ix) commingle its assets with the assets of any other Person, or permit any Affiliate or constituent party independent access to its bank accounts;

(x) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person; except that the Corporation's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that such consolidated financial statements contain a footnote indicating that the Corporation is a separate legal entity and that it maintains separate books and records;

(xi) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of the Corporation, or any Affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with unaffiliated third parties;

(xii) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xiii) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(xiv) make any loans or advances to any Person;

(xv) fail to file either its own tax returns or files a consolidated federal income tax return with any Person (unless prohibited or required, as the case may be, by applicable Laws), except that any audited financials may be on a consolidated basis;

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(xvii) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable;

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(xviii) [Intentionally Omitted]

(xix) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an Affiliate) among the Persons sharing such expenses and to use separate stationery, invoices and checks.

(b) At all times, there shall be at least one (1) duly appointed individual on the board of directors (an "Independent Director") of the Corporation who is reasonably satisfactory to Lender, and who shall not have been at the time of such individual's appointment or at any time while serving as an Independent Director, and may not have been at any time during the preceding five (5) years (i) a stockholder, director (other than as an Independent Director), officer, employee, partner, attorney or counsel of the Corporation, any Affiliate or any direct or indirect parent of the Corporation, (ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with the Corporation or any Affiliate, (iii) a Person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other Person; or (iv) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person. As used herein, 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.

(c) The board of directors of the Corporation shall not take any action which, under the terms of any articles of incorporation, bylaws or any voting trust agreement with respect to any common stock, requires a unanimous vote of the board of directors of the Corporation unless at the time of such action there shall be at least one (1) member of the board of directors who is an Independent Director (and such Independent Director has participated in such vote). The Corporation will not, without the unanimous written consent of its board of directors, including the Independent Director, (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, (iii) take any action that might cause such entity to become insolvent, or (iv) make an assignment for the benefit of creditors.

(d) The Corporation shall not, without the unanimous consent of all of its directors (including the Independent Director), (i) 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, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or for all or any portion of the Corporation's properties, (iii) make any assignment for the benefit of the Corporation's creditors, or (iv) take any action that might cause the Corporation to become insolvent.

As used in this Article, the following words shall have the following meanings:

"Affiliate" shall mean, as to any Person, any other Person that (i) owns directly or indirectly ten percent (10%) or more of all equity interests in such Person, and/or (ii) is in control

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of, is controlled by or is under common control with such Person, and/or (iii) is a director or executive officer of such Person, and/or (iv) is the spouse, issue or parent 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 such Person, whether through ownership of voting securities, by contract or otherwise.

"Loan Documents" shall mean the Loan Agreement and any other documents, agreements and instruments now or hereafter evidencing, securing or delivered to Lender in connection with the Loan.

The foregoing provisions of this Article IX shall govern over any contrary or inconsistent provision of these Articles, the bylaws of the Corporation or any other document or instrument governing the affairs of the Corporation.

- B. Article X and Article XI are hereby deleted in their entirety.
- C. The amendments were adopted by the shareholders. The number of votes cast by the shareholders in favor of the amendments was sufficient for approval.

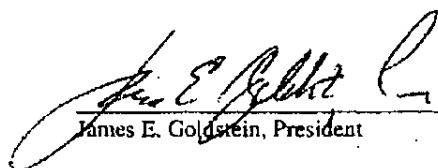
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DATED: February 3, 2015.

  
James E. Goldstein, President

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