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GOLDING UNITED FISHHAWK INC.**

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March 29, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

GOLDING UNITED FISHHAWK INC.
2535 LANDMARK DR
SUITE 106
CLEARWATER, FL 33761

SUBJECT: GOLDING UNITED FISHHAWK INC.
REF: P99000107750

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please remove the comma after the word "Fishhawk" in the first paragraph and throughout the document so the name will be the same as on our records.

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Annette Ramsey
Regulatory Specialist II

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ARTICLES OF AMENDMENT
TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
GOLDING UNITED FISHHAWK INC.

Golding United FishHawk Inc., a Florida corporation (the "Corporation"), in order to amend its Articles of Incorporation in accordance with Section 607.1003 of the Florida Business Corporation Act (the "Act"), does hereby deliver the following Articles of Amendment in accordance with Section 607.1006 of the Act:

FIRST: The name of the Corporation is Golding United FishHawk Inc.

SECOND: These Articles of Amendment contain amendments to the Corporation's Articles of Incorporation, as originally filed on December 13, 1999, and as amended and restated on March 13, 2002 (the "Amended and Restated Articles of Incorporation"), requiring shareholder approval.

THIRD: The Amended and Restated Articles of Incorporation are hereby amended by deleting Article IV, Article V and Article VI thereof in their entirety and replacing them with the following:

ARTICLE IV. 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 its general partnership interest in Golding United Fishhawk Ltd., a Florida limited partnership (the "Partnership").
2. To exercise all powers enumerated in the Florida Business Corporation Act and the Florida Revised Uniform Limited Partnership Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE V. SINGLE PURPOSE ENTITY/SEPARATENESS

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

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Until the Debt has been paid in full, the Corporation 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 acting as a general partner of the limited partnership that owns the Property;

b. has not engaged and will not engage in any business or activity unrelated to acting as a general partner of the limited partnership that owns the Property;

c. has not owned and will not own any material assets other than the general partnership interest in the limited partnership that owns 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, or transfer of its partnership or membership interests (if such entity is a general partner in a limited partnership or a member in a limited liability company);

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, if Borrower is a limited partnership and the Corporation is its general partner, 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,

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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, but not including any Single Purpose Entity limited partnership of which such entity is expressly permitted to be a general partner in accordance with the terms hereof);

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;

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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 except by virtue of its status as a Single Purpose Entity general partner of a Single Purpose Entity limited partnership that has been approved by Lender;

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;

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- ii. intentionally omitted;
- jj. intentionally omitted;
- kk. intentionally omitted;
- ll. intentionally omitted;
- mm. intentionally omitted;

nn. such entity will not without the unanimous consent of its board of directors or managers, (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;

- oo. intentionally omitted;
- pp. intentionally omitted.

ARTICLE VI. RESERVED

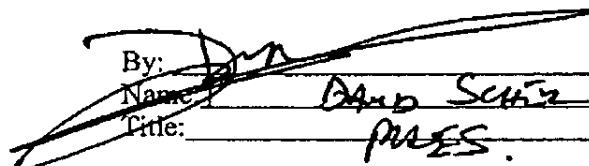
[Reserved.]

FOURTH: Each of the amendments herein was adopted and approved on March __, 2012 (the "Adoption Date"). These Articles of Amendment were duly adopted and approved by the directors and the shareholders of the Corporation pursuant to Sections 607.0704 and 607.0821 of the Act pursuant to actions by written consent of the directors and the shareholders of the corporation, each dated as of the Adoption Date.

FIFTH: The number of votes cast for these Articles of Amendment by the shareholders of the corporation was sufficient for approval.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Corporation has executed these Articles of Amendment as of March 28, 2012.

Golding United FishHawk Inc.

By: 
Name: David Scher
Title: PRES.

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