

588869

SAMUEL J. CANTOR
SAMUEL J. CANTOR, P.A.
2499 GLADES RD STE 210

BOCA RATON, FL 33431

(Address)

(City/State/Zip/Phone #)

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 20, 2011

SAMUEL J CANTOR
2499 GLADES RD STE 210
BOCA RATON, FL 33431

SUBJECT: RIVIERA TRADING AND MARKETING, INC.
Ref. Number: S88869

We have received your document for RIVIERA TRADING AND MARKETING, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The amendment must be adopted in one of the following manners:

(1) If an amendment was approved by the shareholders, one of the following statements must be contained in the document.

(a) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval, -or-

(b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.

(2) If an amendment was adopted by the incorporators or board of directors without shareholder action.

(a) A statement that the amendment was adopted by either the incorporators or board of directors and that shareholder action was not required.

The date of adoption of each amendment must be included in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6957.

Tracy L Lemieux
Regulatory Specialist II

Letter Number: 211A00001658

**AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
RIVIERA TRADING AND MARKETING, INC.**

Pursuant to the provisions of Section 607.1006 to the Florida General Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

1. The name of the corporation is RIVIERA TRADING AND MARKETING, INC.
2. The following amendment to the Articles of Incorporation was unanimously adopted by shareholders owning one hundred percent (100%) of the issued and outstanding stock of the corporation at a Special Meeting of the Shareholders, held on January 11 2011, in a manner prescribed by the Florida General Corporation Act, Section 607.0120:

ARTICLE II

The following provisions are hereby inserted at the end of Article II:

- a. **Limited Purpose.** The sole purpose to be conducted or promoted by Borrower since its organization is to engage in the following activities:
 - (i) to acquire, own, hold, lease, operate, manage, maintain, develop and improve the Property known as Jupiter West Plaza;
 - (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

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related or incidental to and necessary, convenient or advisable for the accomplishment of the above mentioned purposes.

b. Limitations on Debt Actions. Notwithstanding anything to the contrary in the Loan Documents or in any other document governing the formation, management or operation of borrower, Borrower shall not:

(i) guarantee any obligation of any Person, including any Affiliate, or become obligated for the debts of any other Person or hold out its credit as being available to pay the obligations of any other Person;

(ii) engage, directly or indirectly, in any business other than as required or permitted to be performed under this Article II.

(iii) incur, create or assume any indebtedness or liabilities other than the Loan and unsecured trade payables incurred in the ordinary course of its business that are related to the ownership and operation of the Property not to exceed two percent (2%) of the outstanding balance of the Loan, and which is not evidenced by a note and which must be paid within sixty (60) days and which are otherwise expressly permitted under the Loan Documents;

(iv) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, except that Borrower may invest in those investments permitted under the Loan Documents;

(v) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, sale or other transfer of any of its assets outside the ordinary course of Borrower's business;

(vi) buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities);

(vii) form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other) or own any equity interest in any other entity;

(viii) own any asset or property other than the Property and incidental personal property necessary for the ownership or operation of the Property; or

(ix) take any Material Action without unanimous written approval of all Directors of Borrower.

(c) **Separateness Covenants.** In order to maintain its status as a separate entity and to avoid any confusion or potential consolidation with any Affiliate, Borrower represents and warrants that in the conduct of its operations, since its organization it has and will continue to observe the following covenants (collectively, the "Separateness Provisions"):

(i) maintain books and records and bank accounts separate from those of any other Person;

(ii) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(iii) comply with all organizational formalities necessary to maintain its separate existence;

(iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(v) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person and not have its assets listed on any financial statement of any other Person; except that Borrower's assets may be included in a consolidated financial statement of its Affiliate so long as appropriate notation is made on such consolidated financial statements to indicate the separateness of

Borrower from such Affiliate and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person;

(vi) prepare and file its own tax returns separate from those of any Person to the extent required by applicable law, and pay any taxes required to be paid by applicable law;

(vii) allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates;

(viii) not enter into any transaction with any Affiliate, except on an arm's-length basis on terms which are intrinsically fair and substantially similar to those that would be available for unaffiliated third parties, and pursuant to written, enforceable agreements;

(ix) conduct business in its own name, and use separate stationery, invoices and checks bearing its own name;

(x) not commingle its assets or funds with those of any other Person;

(xi) not assume, guarantee or pay the debts or obligations of any other Person;

(xii) correct any known misunderstanding as to its separate identity;

(xiii) not permit any Affiliate to guarantee or pay its obligations (other than limited guarantees and indemnities set forth in the Loan Documents);

(xiv) not make loans or advances to any other Person;

(xv) pay its liabilities and expenses out of and to the extent of its own funds;

(xvi) maintain a sufficient number of employees in light of its contemplated business purpose and pay the salaries of its own employees, if any, only from its own funds;

(xvii) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities; provided, however, that the foregoing shall only apply to the extent that there is positive net cash flow at the Property after the payment of all operating expenses and debt service, and shall not require any equity owner to make additional capital contributions to Borrower; and

(xviii) cause the managers, officers, employees, agents and other representatives of Borrower to act at all times with respect to Borrower consistently and in furtherance of the foregoing and in the best interests of Borrower.

3. Except as modified herein the Articles of Incorporation of the above-named corporation remain in full force and effect.

RIVIERA TRADING AND MARKETING, INC.

By: 

Robert Blatt, President

ATTEST: 

Mark Gans, Secretary

STATE OF Florida)
COUNTY OF Franklin)

BEFORE ME, the undersigned authority, personally appeared ROBERT BLATT, the President and ~~MARK GANS, the Secretary~~ of RIVIERA TRADING AND MARKETING, INC., who are to me well known to be the persons described in and who subscribed the above Articles of Amendment to the Articles of Incorporation, and who did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purpose therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at Marked, in the above County and State this 11th day of January, 2011.



Samuel J. Cantor
Notary Public
My Commission Expires: FOR LIFE

01/27/2011

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SAMUEL J CANTOR

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STATE OF Quebec)

COUNTY OF Canada)

BEFORE ME, the undersigned authority, personally appeared ~~ROBERT BLATT~~, the ~~President~~ and MARK GANS, the Secretary of RIVIERA TRADING AND MARKETING, INC., who are to me well known to be the persons described in and who subscribed the above Articles of Amendment to the Articles of Incorporation, and who did freely and voluntarily acknowledge before me according to law that they made and subscribed the same for the use and purpose therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at Montreal in the above County and State this 17th day of January, 2011.



Notary Public

My Commission Expires: Indefinite