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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

BUSINESS CORPORATION

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION**

2014 AUG -4 PM 2:43
SECRETARY OF STATE
CORPORATIONS DIV

Pursuant to the provisions of Section 7-1.2-905 of the General Laws of Rhode Island, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is GANCI NORTHBOROUGH ASSOCIATES, INC.
2. The shareholders of the corporation (or, where no shares have been issued, the board of directors of the corporation) on August 1, 2014, in the manner prescribed by Chapter 7-1.2 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]

(If additional space is required, please list on separate attachment)

Article 1. of the Articles of Incorporation is hereby amended to read as follows:

"GANCI MIDDLETOWN PA, INC."

Article 6. of the Articles of Incorporation is hereby amended to read as set forth in the sheets attached hereto and incorporated herein by reference.

3. As required by Section 7-1.2-105 of the General Laws, the corporation has paid all fees and taxes.
4. These Articles of Amendment shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing Upon filing.

Under penalty of perjury, I declare and affirm that I have examined these Articles of Amendment, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: August 1, 2014

Nancy Z. Waddell
Signature of Authorized Officer of the Corporation

Nancy Z. Waddell

Type or Print Name of Authorized Officer

FILED

AUG 04 2014

Form No. 101
Revised: 12/05

By 229117
A.A. 2:43 p.m.

**ARTICLES OF AMENDMENT
TO ARTICLE 6. OF
ARTICLES OF INCORPORATION
OF
GANCI NORTHBOROUGH ASSOCIATES, INC.**

"6. Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

A. "Defined Terms"

- (i) "Affiliate" shall have the same meaning ascribed to it in that certain agreement bearing the caption LOAN AGREEMENT dated as of August __, 2014 between GANCI MIDDLETOWN PA, INC. as Borrower and STARWOOD MORTGAGE CAPITAL LLC as Lender (hereinafter referred to as the "LOAN AGREEMENT")..
- (ii) "Debt", "Indebtedness", "Rating Agency Confirmation" and "Securitization" shall have the same meaning ascribed to each of them respectively as set forth in the LOAN AGREEMENT.
- (iii) "Lender" shall mean Starwood Mortgage Capital LLC, a Delaware limited liability company, together with its successors and assigns.
- (iv) "Loan" shall mean the loan in the original principal amount of \$33,466,000.00 made by Lender to the Corporation pursuant to the Loan Agreement.
- (v) "Loan Agreement" shall mean that certain Loan Agreement between the Corporation and Lender referred to in (i) above.
- (vi) "Property" shall mean the parcel of real estate having an address of 111 Fulling Mill Road, Lower Swatara Township, Dauphin County, PA.

B. Miscellaneous

(i) Corporation (a) is organized solely for the purpose of acquiring, developing, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Property, entering into the Loan Agreement with the Lender, refinancing the Property in connection with a permitted

repayment of the Loan, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing, and (b) has not owned, does not own and will not own any asset or property other than (A) the Property, (B) incidental personal property necessary for the ownership or operation of the Property and (C) prior rights, if any, that are deemed to have expired pursuant to the provisions of a contract to purchase one separate property which contract has expired without dispute and without the Corporation incurring any liability pursuant to said contract.

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

(iii) Corporation will not enter into any contract or agreement with any Affiliate of Corporation, any constituent party of Corporation or any Affiliate of any constituent party, except upon terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than would be available on an arms-length basis with third parties other than any such party.

(iv) Corporation has not and 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 one percent (1%) of the original principal amount of the Loan at any one time; provided that any Indebtedness incurred pursuant to subclause (ii) shall be (A) outstanding not more than sixty (60) days, and (B) incurred in the ordinary course of business. No Indebtedness other than the Debt may be secured (senior, subordinate or *pari passu*) by the Property.

(v) Corporation has not and will not make any loans or advances to any third party (including any Affiliate or constituent party), and shall not acquire obligations or securities of its Affiliates.

(vi) Corporation has been, is and will remain solvent and Corporation will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

(vii) Corporation has done or caused to be done and to the extent there is sufficient cash flow available from the Property, will do all things necessary to observe organizational formalities and preserve its existence, and Corporation has not, will not, (i) terminate or fail to comply with the provisions of its organizational documents, or (ii) unless (A) Lender has consented and (B) following a Securitization of the Loan, the applicable Rating Agencies have issued a Rating Agency Confirmation

in connection therewith, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents.

(viii) Corporation has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. Corporation's assets will not be listed as assets on the financial statement of any other Person, provided, however, that Corporation's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Corporation and such Affiliates and to indicate that 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 shall be listed on Corporation's own separate balance sheet. Corporation will file its own tax returns (to the extent Corporation is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. Corporation shall maintain its books, records, resolutions and agreements as official records.

(ix) Corporation has been, will be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Corporation or any constituent party of Corporation), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or department or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(x) Corporation has maintained and intends 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 there is sufficient cash flow available from the Property.

(xi) Neither Corporation nor any constituent party of Corporation has sought or will seek or effect the liquidation, dissolution, winding up, consolidation, asset sale or merger, in whole or in part, of Corporation.

(xii) Corporation has not commingled and will not commingle the funds and other assets of Corporation with those of any Affiliate or constituent party or any other Person, and will hold all of its assets in its own name.

(xiii) Corporation 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 Affiliate or constituent party or any other Person.

(xiv) Corporation has not assumed and will not assume or guarantee or become obligated for the debts of any other Person and does not 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.

(xv) At all times there shall be at least two (2) duly appointed individuals on the board of directors (each, an "Independent Director") of Corporation, who each have at least three (3) years prior employment experience as an independent director, independent manager or independent member with a Corporation that provides such services and which is reasonably satisfactory to Lender, who are not on the board of directors or managers of more than two (2) Affiliates of Corporation, 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 Corporation, any Affiliate of Corporation or any direct or indirect parent of Corporation, (ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with Corporation or any Affiliate of Corporation, (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. No Independent Director of Corporation may be removed or replaced except for Cause and unless Corporation provides Lender with not less than three (3) Business Days' prior written notice of (a) any proposed removal of an Independent Director, together with a statement as to the reasons for such removal, and (b) the identity of the proposed replacement Independent Director, together with a certification that such replacement satisfies the requirements set forth in the organizational documents for an Independent Director. An individual who satisfies the foregoing definition other than clause (ii) shall not be disqualified from serving as an Independent Director of Corporation if such individual is an independent director or special manager provided by a nationally recognized Corporation that provides professional independent directors and special managers and also provides other corporate services in the ordinary course of its business. As used in this paragraph, 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.

(xvi) The board of directors of Corporation shall not take any action which, under the terms of any certificate of incorporation, by-laws or

any voting trust agreement with respect to any common stock, requires a unanimous vote of the board of directors of Corporation unless at the time of such action there shall be at least two (2) members of the board of directors who are Independent Directors (and such Independent Directors have participated in such vote). Corporation will not without the unanimous written consent of its board of directors, including the Independent Directors, (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 of Corporation or a substantial part of its business, (iii) take any action that might cause Corporation to become insolvent, (iv) make an assignment for the benefit of creditors, (v) admit in writing its inability to pay debts generally as they become due, (vi) declare or effectuate a moratorium on the payment of any obligations, or (vii) take any action in furtherance of the foregoing. When voting with respect to any matters set forth in the immediately preceding sentence the Independent Directors shall consider only the interests of Corporation, including its creditors. Except for duties to Corporation as set forth in the immediately preceding sentence (including duties to the shareholders of members and Corporation's creditors solely to the extent of their respective economic interests in Corporation, but excluding (i) intentionally omitted, (ii) the interests of other Affiliates of Corporation, and (iii) the interests of any group of Affiliates of which Corporation is a part), the Independent Directors shall not have any fiduciary duties to the members or any other Person bound by the organizational documents of Corporation, as applicable; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing.

(xvii) Corporation shall conduct its business so that the assumptions made with respect to Corporation in the Insolvency Opinion shall be true and correct in all respects. In connection with the foregoing, Corporation will comply with or cause the compliance with, (i) all of the facts and assumptions (whether regarding Corporation or any other Person) set forth in the Insolvency Opinion, (ii) all of the representations, warranties and covenants in Section 3.1.24 of the Loan Agreement, and (iii) all of the organizational documents of Corporation.

(xviii) Corporation has not permitted and will not permit any Affiliate or constituent party independent access to its bank accounts.

(xvix) Corporation has paid and shall pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations, provided there is sufficient cash flow available from the Property.

(xx) Corporation has compensated and 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, provided there is sufficient cash flow available from the Property.

(xxi) Without the unanimous consent of all of its directors or members (including all Independent Directors), as applicable, Corporation has not and will not (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 Corporation's properties, (iii) make any assignment for the benefit of Corporation's creditors, or (iv) take any action that might cause Corporation to become insolvent.

(xxii) Corporation will maintain an arm's-length relationship with its Affiliates.

(xxiii) Corporation will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space, provided there is sufficient cash flow available from the Property.

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

(xxv) Corporation has and will have no obligation to indemnify its officers, directors, members or partners, as the case may be, or has such an obligation that is fully subordinated to the Debt and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation.

(xxvi) Corporation shall not (A) dissolve, merge, liquidate, consolidate; (B) sell, transfer, dispose, or encumber (except with respect to the Loan Documents) all or substantially all of its assets or acquire all or substantially all of the assets of any Person; or (C) engage in any other business activity, or amend its organizational documents with respect to the matters set forth in Section 3.1.24 of the Loan Agreement without the consent of the Lender.

(xxvii) Corporation and the Independent Directors will consider the interests of Corporation's creditors in connection with all corporate actions.

(xxviii) Corporation has not had, does not have and will not have any of its obligations guaranteed by any Affiliate.

(xxix) Lender is an intended third-party beneficiary of the foregoing provisions contained in this Article 6., the "special purpose" provisions."



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:

A. RALPH MOLLIS

Secretary of State

