

A 30931

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

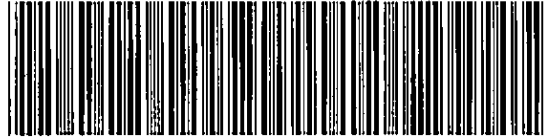
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300342758563

APR 27 2020 14:19:00

2020 APR 14 PM 2:19

FILED

Amend/cc

APR 27 2020
I ALBRITTON

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Deco Beach Inns, Ltd., a Florida Limited
Name of Florida Limited Partnership or Limited Liability Limited Partnership Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Raul Frontal

Contact Person

Deco Beach Inns

Firm/Company

1850 Collins Ave

Address

Miami Beach, FL 33139

City, State and Zip Code

Raul@gomiami-beach.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Raul Frontal

Name of Contact Person

at (305) 503-1435

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee
and Certificate of
Status

☒ \$105.00 Filing Fee
and Certified Copy

☐ \$113.75 Filing Fee,
Certified Copy, and
Certificate of Status

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

Deco Beach Inns, Ltd., a Florida Limited Partnership

Insert name currently on file with Florida Department of State

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on 12/18/1990, assigned Florida document number A 30931, adopts the following certificate of amendment to its certificate of limited partnership.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited partnership or limited liability limited partnership here:

N/A

New name must be distinguishable and contain an acceptable suffix.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.

Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

B. If amending mailing address and/or principal office address, enter new mailing address and/or principal office address here:

New Principal Office Address:

(Must be STREET address)

N/A

New Mailing Address:

(May be post office box)

C. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

N/A

New Registered Office Address:

Enter Florida street address

_____, Florida

City

_____, Zip Code

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New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records:

N/A

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove
_____	_____	_____ _____ _____	<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here:

N/A

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- ☐ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)

F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

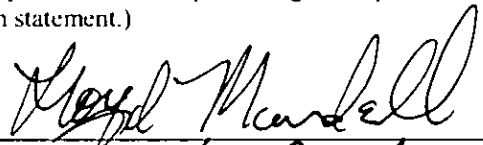
See attached

Effective date, if other than the date of filing: _____
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)


By *Lloyd Mandell*, President of GP
CLera Management & Sales Inc.

Signature(s) of all new or dissociating general partner(s), if any:

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75

FIRST AMENDMENT TO DECO BEACH INNS, LTD. PARTNERSHIP AGREEMENT

THIS FIRST AMENDMENT TO DECO BEACH INNS, LTD. LIMITED PARTNERSHIP AGREEMENT is made by and between Clara Management & Sales, Inc., Lloyd Mandell, Enrique Chediak Bueno, Lloyd Mandell Dynasty Trust I, Sheila Feely, Trustee, Lloyd Mandell Dynasty Trust II, Sheila Feely, Trustee, and Arundell Properties Limited, a British Virgin Islands business company.

WHEREAS, the undersigned are all of the current general and limited partners of Deco Beach Inns, Ltd., a Florida limited partnership (the "Partnership"), which Partnership exists pursuant to the Agreement of Limited Partnership dated as of December 13, 1990 (the "Partnership Agreement"); and

WHEREAS, the Partnership Agreement is in full force and effect on this date and constitutes the complete agreement between the partners with respect to the Partnership, and

WHEREAS, The Partnership desires to refinance its existing loan with Iberiabank (successor by merger to Sabadell United Bank, N.A). ("Lender") and the Lender has requested clarification of existing limited partnership ownership and an extension of the term of the Partnership;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. The above recitals are true and correct.
2. The Limited Partnership Agreement dated December 13, 1990 is hereby amended to reflect the current ownership of the Partnership is as follows:

A: General Partner:

Clara Management & Sales, Inc. a Florida Corporation, Sheila Feeley,^{as Trustee} sole shareholder, Lloyd Mandell, President and Director. Clara Management and Sales Inc. owns 5% of the total partnership interests in Deco Beach Inns, Ltd. ("DBI").

B: Limited Partners:

Lloyd Mandell Dynasty Trust I, Sheila Feely, Trustee, owns 17.50% of the total partnership interests in DBI.

Lloyd Mandell Dynasty Trust II, Sheila Feely, Trustee, owns 17.50% of the total partnership interests in DBI.

Lloyd Mandell, owns 10 % of the total partnership interests in DBI.

Enrique Chediak Bueno, owns 7.41% of the total partnership interests in DBI and

Arundell Properties Limited, a British Virgin Islands business company, own 42.59% of the total partnership interests in DBI.

3. The partners consent and approve of all prior transfers of the shares of the General

Handwritten signatures and initials: "ML", "EC", "FC", "EC".

FIRST AMENDMENT TO DECO BEACH INNS, LTD.
PARTNERSHIP AGREEMENT

Partner and transfer of interests of the limited partners.

4. The term of the Partnership is extended to December 31, 2040. The General Partner is directed to file with the Secretary of State of the State of Florida an amendment to the Certificate of Limited Partnership reflecting such extension of the term of the Partnership.

5. That Lloyd Mandell, as the President of Clara Management & Sales, Inc., a Florida corporation, the sole general partner of the Partnership (the "General Partner"), acting alone and without the joinder of any other partner of the Partnership, is hereby authorized and empowered in such capacity for and on behalf of and in the name of the Partnership, to execute and deliver documents required to refinance or modify the Partnerships' existing mortgage with such changes in the terms and provisions thereof as he shall, in his sole discretion, deem necessary or desirable and in the best interests of the Partnership; and Lloyd Mandell, in such capacity, acting alone on behalf of the General Partner and without the joinder of any other partner of the Partnership, is further authorized and empowered for and on behalf and in the name of the Partnership, to perform all acts and do all things which he may deem necessary or desirable to consummate a refinance or new loan or further agreements, assignments, deeds, bills of sale, promissory notes, deeds of trust, mortgages, security agreements, certificates and other instruments or documents as he, in his discretion, may deem necessary or desirable and in the best interests of the Partnership, his taking of any such action for and on behalf and in the name of the Partnership, and/or his execution and delivery for and on behalf and in the name of the Partnership of any such agreement, instrument or document to be conclusive evidence that he did so deem the same to be necessary or desirable and in the best interests of the Partnership.

6. All other terms and conditions of the Partnership Agreement shall remain unmodified and in full force and effect as of the date hereof.

7. This Addendum can be executed in counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Partnership Agreement as of March 31, 2020.

Clara Management and Sales, Inc.:

By: Lloyd Mandell
Date: 3-31-20

Lloyd Mandell Dynasty Trust I, Sheila Feely, Trustee

✓ By: Sheila Feely
Date: 3-31-20

FIRST AMENDMENT TO DECO BEACH INNS, LTD.
PARTNERSHIP AGREEMENT

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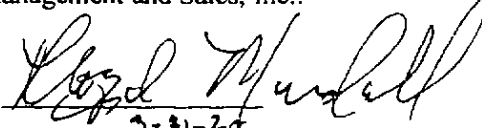
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6. All other terms and conditions of the Partnership Agreement shall remain unmodified and in full force and effect as of the date hereof.

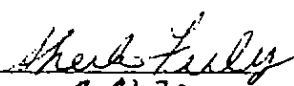
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Clara Management and Sales, Inc.:

By: 
Date: 3-31-20

Lloyd Mandell Dynasty Trust I, Sheila Feely, Trustee

✓
By: 
Date: 3-31-20

FIRST AMENDMENT TO DECO BEACH INNS, LTD.
PARTNERSHIP AGREEMENT

Lloyd Mandell Dynasty Trust II, Sheila Feely, Trustee

By: Sheila Feely
Date: 4-5-2020

Lloyd Mandell
Lloyd Mandell

Date: 4/5/2020

Enrique Chediak Bueno
Enrique Chediak Bueno

Date: 03/15/2020

Arundell Properties Limited, a British Virgin Islands business company

By: F. Chediak
Name: FRANCISCO CHEDIK
Title: DIRECTOR ARUNDELL PROPERTIES
Date: 03/15/2020