

F62870

Florida Department of State  
Division of Corporations  
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BAMBOO MOBILE VILLAGE, INC.

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1/24/2007

*Amendment*  
*01/25/07*

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Articles of Amendment  
to  
Articles of Incorporation  
of

Bamboo Mobile Village, Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

F62870

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**NEW CORPORATE NAME (if change):**

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")  
(A professional corporation must contain the word "chartered," "professional association," or the abbreviation "P.A.")

**AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE)** Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

See attached amendment to Article III - Purpose.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(continued)

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The date of each amendment(s) adoption: December 18, 2006

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by \_\_\_\_\_"  
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature Gloria Helman  
(By a director, president or other officer - If directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Gloria Helman  
(Typed or printed name of person signing)

President  
(Title of person signing)

**FILING FEE: \$35**

## **BAMBOO MOBILE VILLAGE, INC.**

Article III of the Articles of Incorporation is hereby amended to read in its entirety as follows:

### **ARTICLE III - PURPOSE**

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:

(i) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with an undivided interest in those certain parcels of real property, together with all improvements located at 9400 North Sam Houston Parkway East, Humble, TX 77396 (the "Premises"), including, but not limited to, borrow up to \$1,000,000 (the "Loan Amount") from Principal Commercial Funding, LLC ("Lender"), to be evidenced by a secured promissory note, whereby the Corporation promises to pay to Lender the Loan Amount together with all accrued and unpaid interest thereon and all other obligations and liabilities due or to become due to Lender pursuant to the documents, instruments and agreements executed and delivered in connection with such loan (collectively, the "Loan Documents") and all other amounts, sums and expenses paid by or payable to Lender pursuant to all such documents (collectively, the "Indebtedness").

(ii) To exercise all corporate powers enumerated in the Business Corporation Act of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

(iii) Notwithstanding anything to the contrary set forth in subparagraphs (i) and (ii) above, until the Indebtedness is paid in full, the Corporation will continue to (a) be organized solely for the purpose of owning an undivided interest in the Premises, (b) not engage in any business unrelated to the ownership of an undivided interest in the Premises, (c) not have any assets other than the Premises and those assets related to the Premises and will hold the Premises and such assets in its own name.

#### **B. Certain Prohibited Activities**

Notwithstanding anything contained herein to the contrary, until the Indebtedness is paid in full, the Corporation: (i) will not amend these Articles of Incorporation or the Corporation's bylaws without first obtaining approval of Lender; (ii) will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, will not engage in, seek or consent to any asset sale or transfer of shareholder interests; (iii) without the unanimous consent of all of the directors, will not with respect to itself or, if applicable, to any other corporation, limited partnership, general partnership, limited liability company, or trust (each, an "Entity") in which it has a direct or indirect legal or beneficial ownership interest (a) 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; (b) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, custodian or any similar official for such Entity or all or any portion of such Entity's properties; (c) make any assignment for the benefit of such Entity's creditors; or (d) take any action that might cause such Entity to become insolvent, (iv) will have no indebtedness other than the indebtedness and commercially reasonable unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Premises which are paid within sixty (60) days of the date incurred, (v) will not assume or guarantee or become obligated for the debts of any other person or Entity or hold out its credit as being available to satisfy the obligations of any other person or Entity, except for the indebtedness, (vi) will not pledge its assets for the benefit of any other person or Entity, and (vii) will not make loans to any person or Entity.

#### C. Indemnification

Notwithstanding anything contained herein to the contrary, any indemnification of the Corporation's directors and officers shall be fully subordinated to any obligations respecting the Premises (including, without limitation, the mortgage, it being agreed that the term "mortgage" shall be construed to mean "mortgage" or "deed of trust" or "deed to secure debt" or "trust deed" as the context so requires, securing the indebtedness) and such indemnification shall not constitute a claim against the Corporation in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

#### D. Separateness Covenants

Notwithstanding anything contained herein to the contrary, in order to preserve and ensure its separate and distinct corporate identity, the Corporation, until the indebtedness is paid in full (i) will maintain its accounts, books and records, as well as Entity organizational documents, separate from any other person or Entity, other than in connection with the ownership, management and operation of the Premises, (ii) will not commingle its funds or assets with those of any other person or Entity, other than in connection with the ownership, management and operation of the Premises, (iii) will conduct its business in its name, (iv) will pay its own liabilities out of its own funds and assets, (v) will not acquire obligations or securities of its beneficial owners or shareholders, (vi) will hold itself out and identify itself as a separate and distinct Entity under its own name and not as a division or part of any other person or Entity, and (vii) will not identify its shareholders or any Affiliates as a division or part of it and will maintain an arms length relationship with its Affiliates.

3. The terms and conditions of this Amendment shall amend, supercede, replace, govern and control over any conflicting or inconsistent terms and conditions in the Articles of Incorporation, but except as modified in this Amendment, all other terms and conditions of the Certificate of Incorporation shall remain unmodified and in full force and effect and are hereby ratified and reaffirmed by each of the undersigned directors. Unless otherwise defined in this Amendment, all capitalized terms shall have the same meanings as provided in the Articles of Incorporation.