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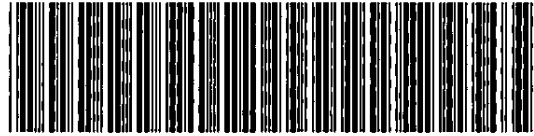
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 187688 7127284
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 35.00

FILED
2006 JUN 19 PM 3:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : June 19, 2006
ORDER TIME : 10:50 AM
ORDER NO. : 187688-005
CUSTOMER NO: 7127284

DOMESTIC AMENDMENT FILING

NAME: MAYPORT PROPERTIES, LLC

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Troy Todd -- EXT# 2940

EXAMINER'S INITIALS: _____

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
MAYPORT PROPERTIES, LLC**

FILED
2006 JUN 19 PM 3:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the Florida Limited Liability Company Act, Section 608.411, the undersigned company adopts the following articles of amendment to its articles of organization:

1. The name of the company is Mayport Properties, LLC (document number L00000000175).
2. The Articles of Organization of the company shall be amended to include Article V to read as follows:

“ARTICLE V – SPECIAL PURPOSE ENTITY

1. The sole purpose of this company (“Special Purpose Entity”) shall be the ownership, operation, management and maintenance of hotel facilities located at 2398 Mayport Road, Atlantic Beach, Florida 32233 (the “Property”), and this Special Purpose Entity shall be restricted and/or required, and hereby covenants and agrees, as follows:

(a) not to engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities ancillary thereto;

(b) not to acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary or appropriate for the operation of the Property;

(c) not to incur any debt other than (i) the indebtedness held by the “Holders” (as defined below) secured by the Property (“Mortgage Indebtedness”), and (ii) liabilities incurred by this Special Purpose Entity in the ordinary course of business relating to the ownership and operation of the Property;

(d) not to merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, while the Mortgage Indebtedness is outstanding without in each case the consent of any and all holders of the Mortgage Indebtedness (“Holders”);

(e) to preserve its existence as an entity duly organized and validly existing under the laws of Florida and, without the prior written consent of the Holders, not to amend, modify, terminate or fail to comply with the provisions of the “Organizational Documents” (as defined below) of this Special Purpose Entity, as the same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would materially adversely affect the ability of this Special Purpose Entity to perform its obligations hereunder, under the note or under the other loan documents (collectively “Loan Documents”)

which relate to and/or evidence the Mortgage Indebtedness. For purposes of this provision, the "Organizational Documents" of this Special Purpose Entity shall mean all documents evidencing and/or relating to the formation of this corporation and the continued existence and good standing of this corporation;

(f) not own any subsidiary or make any investment in, any person or entity without the consent of the Holders.

2. This Special Purpose Entity shall be further restricted and/or required, and further covenants and agrees, as follows: (a) to maintain books and records separate from any other person or entity; (b) to maintain its accounts separate from any other person or entity; (c) not to commingle assets with those of any other entity; (d) to conduct its own business in its own name; (e) to maintain financial statements separate from any other person or entity; (f) to pay its own liabilities out of its own funds; (g) to observe all corporate formalities; (h) to maintain an arm's-length relationship with its managers and members and any affiliates; (i) to pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations; (j) not to guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others; (k) not to acquire obligations or securities of its members; (l) to allocate fairly and reasonably any overhead for shared office space; (m) to use separate stationery, invoices, and checks; (n) not to pledge its assets for the benefit of any other entity or make any loans or advances to any entity; (o) to hold itself out as a separate entity; (p) to correct any known misunderstanding regarding its separate identity; and (q) to maintain adequate capital in light of its contemplated business operations.

3. The unanimous consent of all of the members of the Special Purpose Entity shall be required to: (a) file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (b) dissolve, liquidate, consolidate, merger, or sell all or substantially all of the assets of this corporation; (c) engage in any other business activity; or (d) amend the Organizational Documents of this Special Purpose Entity.

4. To the maximum extent permitted by law, upon the occurrence of any event which will terminate this Special Purpose Entity (as may be provided in the Organizational Documents of this Special Purpose Entity), a vote of the majority of the remaining members shall be sufficient to continue the life of this Special Purpose Entity. In the event a majority vote to continue the life of this Special Purpose Entity is not obtained, no asset of this Special Purpose Entity that is collateral or that secures the Mortgage Indebtedness may be sold, transferred, conveyed, liquidated or otherwise disposed of (except as permitted under the Loan Documents) without the consent of the Holders. The Holders may continue to exercise all of their rights under the Loan Documents and shall be entitled to retain the collateral until the Mortgage Indebtedness has been paid in full or otherwise discharged."

5. The following Articles of Amendment to the Articles of Organization for this company were adopted by unanimous written consent by the sole Manager and sole Member of the company effective June 14 2006, in the manner prescribed by the Florida Limited Liability Company Act.

IN WITNESS WHEREOF, these Articles of Amendment to Articles of Organization have been executed on behalf of the company this 14 day of June, 2006.

MAYPORT PROPERTIES, LLC

By: Kirit Patidar
Kirit Patidar, Manager