

L01000016682

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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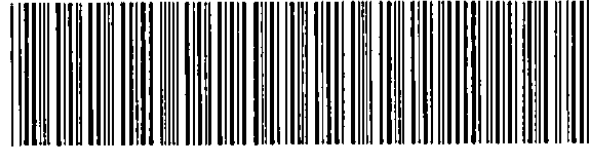
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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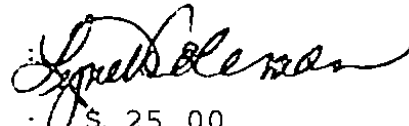
MAY 15 2020

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 288979 7596124

AUTHORIZATION



COST LIMIT : \$25.00

ORDER DATE : May 13, 2020

ORDER TIME : 11:58 AM

ORDER NO. : 288979-010

CUSTOMER NO: 7596124

DOMESTIC AMENDMENT FILING

NAME: BEACH HOUSE, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Kadesha Roberson -- EXT# 62980

EXAMINER'S INITIALS: _____

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
BEACH HOUSE, LLC**

This Amended and Restated Articles of Organization ("Articles") of BEACH HOUSE, LLC, a Florida limited liability company doing business as JB's On The Beach (the "Company"), is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes (the "Act"). These Articles amend and restate the Articles of Organization of the Company dated September 27, 2001, and filed with the Secretary of State of the State of Florida under Document Number L01000016682, in its entirety as follows.

1. The name of the limited liability company is:

BEACH HOUSE, LLC

2. The address of the registered office and the name and address of the registered agent of the limited liability company in Florida are:

Corporation Service Company
1201 Hays Street
Tallahassee FL 32301

3. The purpose of the Company shall be solely to engage in owning, operating, and managing that certain real property and all improvements thereon, with an address of 300 Northeast 21st Avenue, Deerfield Beach, Florida 33441 ("Property"); and further, the Company (i) shall hold no material assets other than the Property, (ii) shall have no material debt (except for trade payables or accrued expenses in the ordinary course of business) other than a loan (the "Loan") with Seacoast National Bank (the "Lender"), evidenced by a promissory note in the principal amount of \$6,250,000.00, secured by a Mortgage and Security Agreement on the Property and a subordinate loan (the "Subordinate Loan"), secured by a Second Mortgage and Security on the Property, and (iii) shall engage in no other business other than owning, operating, and managing the Property so long as all obligations relating to the Loan and the Subordinate Loan remain unsatisfied.
4. The sole member of the Company is Katie Boyle and the managers of the Company are Katie Boyle and the Independent Manager (as defined in the Amended and Restated Operating Agreement of the Company dated as of May 15, 2019, the "Operating Agreement").

5. So long as the Loan is outstanding, there shall be no transfers or any other activities in violation of the loan documents governing the Loan (the "Loan Documents"), including, without limitation:
- (a) engaging in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;
 - (b) selling, conveying, mortgaging, granting, bargaining, encumbering, pledging, assigning, granting options with respect to, or otherwise transferring or disposing of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) the Property or any part thereof or any legal or beneficial interest therein;
 - (c) engaging in, seeking, consenting to or permitting (1) any dissolution, winding up, liquidation, consolidation or merger, or (2) any sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of options with respect to, or any transfer or disposal of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) the Company or any part thereof or any legal or beneficial interest therein;
 - (d) (1) filing or consenting to the filing of any bankruptcy, insolvency or reorganization case or proceeding, instituting any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally, filing a bankruptcy or insolvency petition or otherwise institute insolvency proceedings, in each case without the prior consent of the Independent Manager (as defined in the Operating Agreement); (2) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the entity or a substantial portion of its property; (3) make an assignment for the benefit of the creditors of the entity; or (4) take any action in furtherance of any of the foregoing;
 - (e) incurring or creating any indebtedness, except as permitted under the Loan Documents;
 - (f) acquiring or owning any assets other than the Property, except as otherwise permitted under the Loan Documents;

- (g) admitting any new member other than the Special Member pursuant to the Operating Agreement or issuing any additional membership interest in the Company or permitting any member to transfer any existing membership interest; or
 - (h) making a distribution to Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law or any Loan Documents.
6. For so long as the Loan remains outstanding, no amendment or modification of these Articles or the Operating Agreement shall be permitted without the prior written consent of Lender, which consent may be withheld by Lender in its sole discretion.
7. Lender is and shall be an intended third-party beneficiary of the provisions set forth in these Articles.
8. For so long as the Loan remains outstanding, in the event of any conflict between the Loan Documents and these Articles or the Operating Agreement, the terms and conditions contained in the Loan Documents shall be controlling.

IN WITNESS WHEREOF, the undersigned has signed these Amended and Restated Articles of Organization on this 18 day of May, 2019.

BEACH HOUSE, LLC, a Florida limited liability company doing business as JB's On The Beach

By: 
Print Name: Katie J. Boyle
Title: Manager

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 as provided for in Chapter 605, F.S., or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.



Kadesha Roberson
Asst. Vice President

If Changing Registered Agent, Signature of New Registered Agent