

L01000019110

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

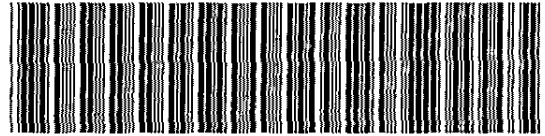
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500040564905

09/02/04--01001--008 **180.00

RECEIVED
04 SEP - 1 PM 4: 10
DIVISION OF CORPORATION

FILED
2004 SEP - 1 PM 4: 28
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

J. BRYAN SEP - 2 2004.

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

J Bar J, LLC

FILED
2004 SEP - 1 PM 4:28
JULIUS C. CORPORATIONS
TALLAHASSEE, FLORIDA

___ Art of Inc. File _____

___ LTD Partnership File _____

___ Foreign Corp. File _____

[Signature] E.C. File _____

___ Fictitious Name File _____

___ Trade/Service Mark _____

___ Merger File _____

Art. of Amend. File LLC _____

___ RA Resignation _____

___ Dissolution / Withdrawal _____

___ Annual Report / Reinstatement _____

Cert. Copy _____

___ Photo Copy _____

Certificate of Good Standing _____

___ Certificate of Status _____

___ Certificate of Fictitious Name _____

___ Corp Record Search _____

___ Officer Search _____

___ Fictitious Search _____

___ Fictitious Owner Search _____

___ Vehicle Search _____

___ Driving Record _____

___ UCC 1 or 3 File _____

___ UCC 11 Search _____

___ UCC 11 Retrieval _____

___ Courier _____

Signature _____

Requested by: WL

Name

Date

Time

9/1 2:30

Walk-In _____

Will Pick Up _____

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

FILED
2004 SEP -1 PM 4:28
JUDICIAL CORPORATION'S
TALLAHASSEE, FLORIDA

J BAR J, LLC

(Present Name)
(A Florida Limited Liability Company)

FIRST: The date of filing of the articles of organization was 11/6/01

SECOND: The following amendment(s) to the articles of organization was/were adopted by the limited liability company:

ADD Article IX

Single purpose Entity Bankruptcy

Remote Covenants

Attached A-5

Dated 8/31/04



Signature of a member or authorized representative of a member

(4)

ERIC PEATERO

Typed or printed name of signee

Filing Fee: \$25.00

2004 SEP -1 PM 4:20
FILED
JUDICIAL CORPORACTIONS
TALLAHASSEE FLORIDA

Covenants with Respect to Indebtedness; Operations and Fundamental Changes of the [Corporation]. The [Corporation] has entered into and received certain financing (the "Financing") from Column Financial, Inc. (together with its successors and assigns, the "Lender"), which Financing is secured by a first mortgage lien on certain real and other property located at 5710 US1, Melbourne, FL 32909 (the "Property"). With respect to the Financing and the Property the [Corporation]:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the [Corporation] or any affiliate of any such general partner, principal, or member of the [Corporation], except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;
- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the [Corporation], or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the [Corporation]'s, or any such partner's, member's or shareholder's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);

}

FILED
2004 SEP -1 PM 4:20
SECTION OF CORPORATIONS
TALLAHASSEE, FLORIDA

- (k) will file its own tax returns;
- (l) will 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;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the [Corporation];
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (o) will not commingle the funds and other assets of the [Corporation] with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (q) has, and any general partner or operating member of the [Corporation] has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person, and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the [Corporation], the [Corporation] shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.