

SEP-03-2002 TUE 04:28 PM ZSKS

FAX NO. 407 425 2747

P. 01

Division of Corporations

<https://ccfss1.dos.state.fl.us/scripts/efilcovr.exe>

L020000/9662

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H02000190408 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 205-0383

From: Account Name : ZIMMERMAN, SHUFFIELD, KISER & SUTCLIFFE, P.A.
Account Number : 119990000006
Phone : (407) 425-7010
Fax Number : (407) 425-2747

LIMITED LIABILITY AMENDMENT

FCLC VERNON HILLS, LLC

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$25.00

RECEIVED

02 SEP -4 AM 8:09

DIVISION OF CORPORATION

FILED
2002 SEP -3 AM 8:20
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

((H02000190408 3)))

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
FCLC VERNON HILLS, LLC
A Florida Limited Liability Company
(Florida Document Number L02000019662)**

**FILED
2002 SEP -3 AM 8:20
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA**

- FIRST:** The date of filing of the articles of organization was August 1, 2002.
- SECOND:** The following amendment to the articles of organization was adopted by the limited liability company:

Article IV shall be amended by deleting said Article IV as it presently exists and by substituting the following in its place:

**ARTICLE IV
MEMBER MANAGED**

The Company shall be member managed.

- THIRD:** The following amendment to the articles of organization was adopted by the limited liability company:

Article VIII shall be amended by deleting said Article VIII as it presently exists and by substituting the following in its place:

**ARTICLE VIII
POWERS AND DUTIES**

Notwithstanding any other provisions of these Articles and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of all of the Members, a Member shall have no authority on behalf of the Company to:

- (i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not outstanding for more than thirty (30) days and is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt

((H02000190408 3)))

(((H02000190408 3)))


shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;

- (ii) seek the dissolution or winding up, in whole or in part, of the Company;
- (iii) merge into or consolidate with any Person (as defined below) 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;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action; or
- (v) amend, modify or alter Articles VII, VIII, IX, X, XI or XII of these Articles.

The term "Person" shall mean any individual, general partnership, limited liability partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, association as foreign trust or business entity.

Dated this 3rd day of September, 2002.

FLORIDA CAPITAL HOTEL PARTNERS
(CHICAGO/SHELTON), LTD., a Florida limited
partnership, its sole Member

By: 
Katherine A. Christy, as Vice President of its
General Partner, FCLC Hotel (Chicago/Shelton),
LLC, a Florida limited liability company, General
Partner

(((H02000190408 3)))