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(Requestor's Name)

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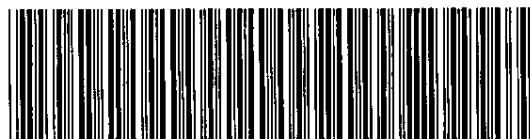
(Business Entity Name)

(Document Number)

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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I200000000195

REFERENCE : 227180 3487A

AUTHORIZATION
[Signature]
COST LIMIT \$ 25.00

ORDER DATE : July 23, 2014

ORDER TIME : 3:02 PM

ORDER NO. : 227180-005

CUSTOMER NO: 3487A

DOMESTIC AMENDMENT FILING

NAME: WHISPERING PALMS MHC, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62925

EXAMINER'S INITIALS:

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**SECOND AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
WHISPERING PALMS MHC, LLC**

The undersigned authorized representative of a member, for the purpose of forming a limited liability company under the Florida Limited Liability Act, Florida Statutes Chapter 605 (the "Act"), hereby makes, acknowledges and files the following Second Amended and Restated Articles of Organization:

L03-32389

ARTICLE I - NAME

The name of the limited liability company shall be WHISPERING PALMS MHC, LLC (the "Company").

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Company is c/o Evergreen Communities, 1518 N. Avon Street, Burbank, CA 91505.

ARTICLE III - INITIAL REGISTERED AGENT/OFFICE

The Company's registered office and its initial registered agent shall be:

Richard S. Webb, IV, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, #600
Sarasota, Florida 34237

ARTICLE IV - DEFINITIONS

See Schedule A attached hereto and made a part hereof.

ARTICLE V - PURPOSE

Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company. The Company has complied and shall comply with the following single purpose entity requirements ("Single Purpose Entity Requirements") in order to maintain its status as a corporate entity and to avoid any confusion or potential consolidation with any Affiliate.

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A. Limited Purpose. The sole purpose conducted or promoted by the Company during the term of the Loan is to engage only in the following activities:

- (i) To acquire, own, hold, lease, operate, manage, maintain, develop and improve, the real property known as Whispering Palms Mobile Home Park located in Sebastian, Florida, and more fully described in the Loan Documents (the "Property");
- (ii) To enter into and perform its obligations under the Loan Documents;
- (iii) To sell, transfer, service, convey, dispose of, pledge, assign, borrow money against, finance, refinance or otherwise deal with the Property to the extent permitted under the Loan Documents; and
- (iv) To engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above mentioned purposes.

B. Limitations on Indebtedness, Actions. Notwithstanding anything to the contrary in these Articles or in any other document governing the formation, management or operation of the Company, the Company since its organization has not and during the term of the Loan shall not:

- (i) guarantee any obligation of any Person, including any Affiliate, or become obligated for the debts of any other Person or hold out its credit as being available to pay the obligations of any other Person;
- (ii) engage, directly or indirectly, in any business other than as required or permitted to be performed under this Section;
- (iii) incur, create or assume any indebtedness or liabilities other than (A) the Loan, (B) unsecured trade payables incurred in the ordinary course of its business that are related to the ownership and operation of the Property, do not exceed two percent (2%) of the outstanding balance of the Loan, are not evidenced by a note and which must be paid within sixty (60) days from the date incurred, and (C) such as are otherwise expressly permitted under the Loan Documents; no indebtedness, other than the Loan, may be secured by the Property;
- (iv) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, except that the Company may invest in those investments permitted under the Loan Documents;

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- (v) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, sale or other transfer of any of its assets outside the ordinary course of the Company's business;
- (vi) buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities);
- (vii) form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other) or own any equity interest in any other entity;
- (viii) own any asset or property other than the Property and incidental personal property necessary for the ownership or operation of the Property;
- (ix) take any Material Action without the unanimous written approval of all members of the Company; or
- (x) amend, modify or otherwise change these Articles of Organization with respect to the Single Purpose Entity Requirements in this Article V, or Article VIII, IX, X, XI.

ARTICLE VI - DURATION AND DISSOLUTION

The Company shall continue in existence perpetually, unless the Company is earlier dissolved and its affairs wound-up in accordance with the provisions of these Articles of Organization, Chapter 605 of the Florida Statutes, or under the Operating Agreement and/or Regulations of the Company. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions as may be set forth in the Company's Operating Agreement to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

ARTICLE VII - MANAGEMENT AND POWERS

The business and affairs of the Company shall be managed by one or more Managers elected by more than fifty percent (50%) in interest of the Members. All such powers of the Company shall be exercised only by or under the authority of such Manager(s), except as otherwise provided by

law, Chapter 605 of the Florida Statutes, these Articles of Organization, the Operating Agreement and/or the Regulations of the Company. The following is the name and address of the duly elected Manager, to serve until its successor shall have been duly elected and qualified:

Evergreen Communities, LLC,
a California limited liability company

1518 N. Avon Street
Burbank, CA 91505

The Company, and the Member, or any Manager on behalf of the Company, may enter into and perform their obligations under the Loan Documents and all documents, agreements, certificates, or financing statements contemplated thereby or related thereto, all without any further act, vote or approval of any Member, Manager or other Person notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of the Member or any Manager to enter into other agreements on behalf of the Company.

ARTICLE VIII - INDEMNIFICATION

The Company shall indemnify the Manager and Member(s) to the fullest extent permitted or required by the Act, as amended from time to time. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under the Chapter 605 of the Florida Statutes or other applicable law; provided however, so long as any obligation with respect to the Loan is outstanding, no indemnity payment from funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity under this Section shall be payable from amounts allocable to any other Person pursuant to the Loan Documents. Notwithstanding the foregoing provisions, any indemnification set forth herein shall be fully subordinate to the Loan and, to the fullest extent permitted by law, shall not constitute a claim against Company in the event that the Company's cash flow is insufficient to pay its Obligations.

ARTICLE IX - COMPANY PROPERTY; PARTITION; NATURE OF INTEREST

- A. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's limited liability company interest shall be personal property for all purposes.
- B. To the fullest extent permitted by law, each Member and any additional member admitted to the Company hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution,

liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company, and the Member shall not have the status of a creditor with respect to any distribution pursuant to this Agreement. The interest of the Member in the Company is personal property.

ARTICLE X - SEPARATENESS/OPERATIONS MATTERS

The Member and the Manager shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. In the conduct of the Company's operations since its organization and so long as any obligation under the Loan is outstanding it has observed and will continue to observe the following covenants:

- (i) maintain books and records and bank accounts separate from those of any other Person;
- (ii) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (iii) comply with all organizational formalities necessary to maintain its separate existence/
- (iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity
- (v) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person and not have its assets listed on any financial statement of any other Person; except that the Company's assets may be included in a consolidated financial statement of its Affiliate so long as appropriate notation is made on such consolidated financial statements to indicate the separateness of the Company from such Affiliate and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person;
- (vi) prepare and file its own tax returns separate from those of any Person to the extent required by applicable law, and pay any taxes required to be paid by applicable law;
- (vii) allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including for shared office space and for services performed by an employee of an Affiliate;
- (viii) not enter into any transaction with Affiliates except on an arm's-length basis on terms which are intrinsically fair and no less favorable than would

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be available for unaffiliated third parties, and pursuant to written, enforceable agreements;

- (ix) conduct business in its own name, and use separate stationery, invoices and checks;
- (x) not commingle its assets or funds with those of any other Person;
- (xi) not assume, guarantee or pay the debts or obligations of any other Person;
- (xii) correct any known misunderstanding as to its separate identity and not identify itself as a department or division of any other Person;
- (xiii) not permit any Affiliate to guarantee or pay its obligations (other than limited guarantees and indemnities set forth in the Loan Documents);
- (xiv) not pledge its assets to secure the obligations of any other Person;
- (xv) pay its liabilities and expenses out of and to the extent of its own funds;
- (xvi) maintain a sufficient number of employees in light of its contemplated business purpose and pay the salaries of its own employees, if any, only from its own funds;
- (xvii) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities; provided, however, that the foregoing shall not require any equity owner to make additional capital contributions to the Company or prohibit capital contributions and distributions permitted under the terms and conditions of the Company's organizational documents and applicable law and properly reflected in the books and records of the Company;
- (xviii) not acquire any obligation or securities of its equity owners or of any Affiliate of the Company; and
- (xix) cause the managers, officers, employees, agents and other representatives of the Company to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

Failure of the Company, or the Member or the Manager on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Member or the Managers.

ARTICLE XI - EFFECT OF BANKRUPTCY,
DEATH OR INCOMPETENCY OF A MEMBER

- A. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, personal representative, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any interest in the Company shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.
- B. Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company or that causes the Member to cease to be a Member of the Company, to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such Member in the Company, agree in writing (i) to continue the Company, and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member of the Company or the Member in the Company.
- C. Notwithstanding any other provision of this Agreement, each Member, and any additional Member waive any right it might have to agree in writing to dissolve the Company upon the bankruptcy, death, dissolution, liquidation or termination of the Member or additional Member, or the occurrence of an event that causes the Member or additional Member to cease to be a Member of the Company.

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[signature page to Second Amended and Restated Articles
of Organization Whispering Palms MHC, L L C]

IN WITNESS WHEREOF, the undersigned has made, subscribed and affirmed these
Second Amended and Restated Articles of Organization under the penalties of perjury as the
duly authorized member or representative of a member of the Company that the facts stated
herein are true, on this 23 day of July, 2014.

Whispering Palms MHC, LLC,
a Florida limited liability company
By: Evergreen Communities, LLC,
a California limited liability company,
its Manager

By: 
Julio Jaramillo, its Manager

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SCHEDULE A

Definitions

A. Definitions

When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person or any Person who has a direct familial relationship, by blood, marriage or otherwise with the Company or any Affiliate of the Company.

“Agreement” means this Limited Liability Company Agreement of the Company, together with the schedules attached hereto, as amended, restated or supplemented or otherwise modified from time to time.

“Company” means Whispering Palms MHC, LLC, a Florida limited liability company.

“Control” (including the terms “Controlling” and “Controlled”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise.

“Lender” means General Electric Capital Corporation together with its successors and assigns.

“Loan” means that certain first lien mortgage loan in the original principal amount of \$14,000,000 made by General Electric Capital Corporation (“Lender”) to Company.

“Loan Documents” shall mean: Loan Agreement; Promissory Note; Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing; Assignment of Leases and Rents; Financing Statement (State) - Schedule of Collateral; Financing Statement (County) - Schedule of Collateral; Hazardous Materials Indemnity Agreement; Acknowledgment of Property Manager; and Anti-Coercion Statement.

“Material Action” means to file any insolvency or reorganization case or proceeding, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, to institute proceedings under any applicable insolvency law, to seek any relief under any law relating to relief from debts or the protection of debtors, to consent to the filing or institution of bankruptcy or insolvency proceedings against the Company, to file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy or insolvency, to seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official of or for the Company

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or a substantial part of its property, to make any assignment for the benefit of creditors of the Company, to admit in writing the Company's inability to pay its debts generally as they become due, or to take action in furtherance of any of the foregoing.

"Member" means Evergreen Communities, LLC, a California limited liability company, as the initial member of the Company, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company.

"Obligations" shall mean the indebtedness, liabilities and obligations of the Company under or in connection with the Loan Documents.

"Person" means any individual, corporation, partnership, joint venture, joint stock association, business or other trust, unincorporated organization, governmental authority or any other form of entity.

"Property" means that certain parcel of real estate including improvements thereon and known as Whispering Palms Manufactured Housing and RV Community, located at 10305 U.S. Hwy 1, in the City of Sebastian, State of Florida.

"Rating Agency" or "Rating Agencies" shall mean each of Standard & Poor's Ratings Services, Moody's Investor Service, Inc., Fitch, Inc. and DBRS, Inc., or any successor thereto or any other nationally-recognized statistical rating agency which has been approved by Lender.

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