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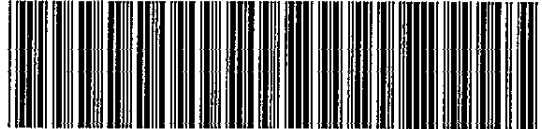
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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032  
REFERENCE : 489776 81081A  
AUTHORIZATION : *Patricia Pigato*  
COST LIMIT : \$ 25.00

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ORDER DATE : March 11, 2004

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ORDER NO. : 489776-005

CUSTOMER NO: 81081A

CUSTOMER: Karen Alexander, Esq  
Alexander Dambra & Duhl, P.a.  
Suite 201  
5737 Okeechobee Boulevard  
West Palm Beach, FL 33417

DOMESTIC AMENDMENT FILING

NAME: PLAYA ROCA HOLDINGS, LLC

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY.

CONTACT PERSON: Heather Chapman -- EXT# 2908

EXAMINER'S INITIALS: \_\_\_\_\_

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF  
PLAYA ROCA HOLDINGS, LLC

FILED  
MAR 11 AM 8:26  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

The undersigned Managing Member of PLAYA ROCA HOLDINGS, LLC, a Florida Limited Liability Company (the "Company") states as follows:

FIRST: the Articles of Organization were filed on March 2, 2004, Document Number L040000016538.

SECOND: The following amendment to the Articles of Organization was adopted by the Company, to wit, the addition of Article 5 as follows:

5. Covenants with Respect to Indebtedness, Operations and Fundamental Changes of the Company.

— **Covenants with Respect to Indebtedness; Operations and Fundamental Changes of the Company.** The Company 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 1771 S. Congress Avenue, West Palm Beach, FL 33406 (the "**Property**"). With respect to the Financing and the Property the Company:

- (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 Company or any affiliate of any such general partner, principal, or member of the Company, 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 Company, 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 the Company or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the Company's, or any such partner's, member's or shareholders'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);
- (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 [Company];
- (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 Company 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 Company 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 Company, the Company 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.

Said Article 5 will remain in full force and effect, and will take precedence over any conflicting Article contained in the Articles of Organization of the Company, so long as the Company is indebted, in any amount, to Column Financial, Inc. its successors and/or assigns, provided, however, that this Article 5 will terminate and lapse automatically upon payment in full of all indebtedness owed to Column Financial, Inc., its successors and/or assigns.

The undersigned has executed these Articles of Amendment to Articles of Organization on the 10 day of March 2004.

PLAYA ROCA HOLDINGS, LLC

BY: 

STEFFAN KIRK WRIGHT, Managing Member