

L040000019630

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(City/State/Zip/Phone #)



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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 AUG 16 PM 1:30

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: BAYWAY PARTNERS II, LLC  
(Name of Limited Liability Company)

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

MARK E. MILLER

(Name of Person)

MARK E. MILLER, P.A.

(Firm/Company)

1001 S. MacDill Avenue, Suite B

(Address)

Tampa, FL 33629

(City/State and Zip Code)

For further information concerning this matter, please call:

Mark E. Miller

(Name of Person)

at ( 813 ) 251-2900

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☐ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☒ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 4, 2006

MARK E. MILLER  
1001 S. MACDILL AVENUE, STE. B  
TAMPA, FL 33629

SUBJECT: BAYWAY PARTNERS II, LLC  
Ref. Number: L04000019630

We have received your document for BAYWAY PARTNERS II, LLC and your check(s) totaling \$60.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Because operating agreements are not recorded or filed in this office, amendments to operating agreements cannot be processed by this office. If your articles of organization need to be amended, please title the document "articles of amendment to articles of organization" or complete the attached form prescribed by this office.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6853.

Leslie Sellers  
Document Specialist

Letter Number: 806A00048878

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF

BAYWAY PARTNERS II, LLC

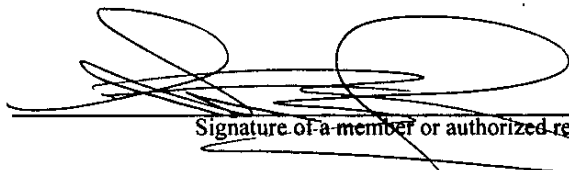
(Present Name)  
(A Florida Limited Liability Company)

**FIRST:** The Articles of Organization were filed on March 15, 2004 and assigned  
document number L04000019630.

**SECOND:** This amendment is submitted to amend the following:

To add the attached Article VI to the Articles of Organization  
and to revise the principal office address, mailing address,  
registered agent address and Manager addresses to read:  
1001 S. MacDill Avenue, Suite B, Tampa, FL 33629

Dated August, 2006.



Signature of a member or authorized representative of a member

STEVEN R. ZARITSKY, Manager

Typed or printed name of signee

Filing Fee: \$25.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 AUG 16 PM 1:31

**ATTACHMENT TO ARTICLES OF AMENDMENT  
TO ARTICLES OF ORGANIZATION**

**OF  
BAYWAY PARTNERS II, LLC**  
(Document Number L04000019630)

**ARTICLE VI**

**BAYWAY PARTNERS II, LLC**, a Florida limited liability 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 on certain real property and other property located on Cortez Boulevard, West in Bradenton, Florida, more specifically described in the Operating Agreement for the Company dated effective as of March 15, 2004 (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 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' 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.