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TALLAHASSEE, FLORIDA

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: DHY, 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:

Kevin L. Hagen

(Name of Person)

Hagen and Hagen, P.A.

(Firm/Company)

3531 Griffin Road

(Address)

Ft. Lauderdale, Florida 33312

(City/State and Zip Code)

For further information concerning this matter, please call:

Kevin L. Hagen

(Name of Person)

at (954) 987-0515

(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 &
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(additional copy is enclosed)

☐ \$60.00 Filing Fee,
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(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

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ARTICLES OF AMENDMENT TO 06 JAN 31 PM 3:26
ARTICLES OF ORGANIZATION FOR
DHY, LLC
A FLORIDA LIMITED LIABILITY COMPANY
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The Articles of Organization for the Limited Liability Company were filed on November 16, 2005, and assigned document number L05000110756.

Second: This amendment is submitted to amend the following:

Article V – Column Financial

For so long as the Mortgage, Security Agreement and Assignment of Leases and Rents executed for the benefit of Column Financial, Inc., its successors and assigns (“Lender”) shall be outstanding against the real property and improvements thereon owned by DHY, LLC and located at 481 North Washington Avenue, Titusville, Florida (the “Property”), the LLC shall:

(a) not own and will not own any encumbered asset other than (i) the Property or the LLC’s interest therein (as the case may be), and (ii) incidental personal property necessary for the operation of the Property;

(b) not engage and will not engage in any business other than the ownership, management and operation of the Property;

(c) not enter into any contract or agreement with any general partner, principal, member or affiliate of the LLC or any affiliate of any such general partner, principal, or member of the LLC, 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) not incur [or permit LLC to incur] any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness to Lender, 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) not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the LLC, or any guarantor);

(f) be solvent and pay its debts from its assets as the same shall become due;

(g) do all things necessary to preserve its existence and corporate, limited liability LLC 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 LLC’s, or any such partner’s, member’s or shareholders’s existence as a single-purpose, single-asset “bankruptcy remote” entity;

- (h) conduct and operate its business as presently conducted and operated;
- (i) maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) 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) file its own tax returns;
- (l) 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) not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the LLC;
- (n) 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) not commingle the funds and other assets of LLC with those of any general partner, principal, member or affiliate, or any other person;
- (p) 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) and any general partner or operating member of the LLC shall observe all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) not and will not hold itself out to be responsible for the debts or obligations of any other person;
- (s) not, upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the LLC, seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the 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 the 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.

APPROVED
AND
FILED

Dated on this 13 day of December, 2005.

06 JAN 31 PM 3:26



SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Signature of a member or an authorized representative of a member.

(in accordance with section 608.408(3), Florida Statutes, the execution of this document Constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Dong Hyun Yu

Typed or printed name of signee

This instrument prepared by:
Kevin L. Hagen, Esquire
Florida Bar No.: 0008672

Hagen & Hagen, P.A.
3531 Griffin Road
Ft. Lauderdale, Florida 33312