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COSHAP, LLC

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 J. HARRIS

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ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

CoShap, LLC

(Present Name)

(A Florida Limited Liability Company)


FIRST: The Articles of incorporation were filed on January 13, 2006 and assigned Document number L08000004738.

SECOND: This amendment is submitted to amend the following:

PLEASE SEE ATTACHED DOCUMENT. THIS REPLACES
ARTICLE 7 OF THE ARTICLES OF ORGANIZATION.

July 11

2017



Signature of a member or authorized representative of a member

JAYS. S. SHAPIRO

Typed or printed name of filer

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SPE PROVISIONS
CoShap, LLC

Define term "loan" including reference to Ready Cap Commercial, LLC, , a Delaware limited liability company (together with its successors and/or assigns, "Lender") & term "mortgage".

Notwithstanding anything contained herein to the contrary and for so long as the Loan is Outstanding:

(a) CoShap, LLC does not own and shall not own any asset or property other than the Property & incidental personal property necessary for the ownership or operation of the Property.

(b) CoShap, LLC shall not engage in any business other than the ownership, management and operation of the Property and will conduct and operate its business as presently conducted and operated.

(c) CoShap, LLC shall not enter into any contract or agreement with any affiliate, any constituent party, any guarantor (Guarantor) of the Loan or any part thereof or any affiliate of any constituent party or Guarantor, 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 any such party.

(d) CoShap, LLC has not incurred nor incur any indebtedness secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation) other than (i) the Loan, (ii) unsecured trade and operational debt in the ordinary course of business and (iii) debt incurred in the financing of equipment and other personal property used on the Premises.

(e) CoShap, LLC has not made and will not make any loans or advances to any third party (including any affiliate or constituent party, any Guarantor or any affiliate of any constituent party or Guarantor), and shall not acquire obligations or securities of its affiliates.

(f) CoShap, LLC is solvent and reasonably expects to be able to pay its debts from its Assets as the same shall become due.

(g) CoShap, LLC has done or caused to be done and shall do all things necessary observe organizational finalities and preserve its existence, and will not nor will any partner, member, shareholder, trustee, beneficiary or principal amend, modify or otherwise change any Provision of such party's organizational documents which pertains to the subject matter of this business in the state of Georgia.

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DIVISION OF CORPORATIONS

(i) CoShap, LLC will conduct and operate its business as presently conducted and Operated.

(j) CoShap, LLC shall maintain all of its books, records, financial statements and Bank accounts separate from those of its affiliates and shall file its own tax returns unless required otherwise by applicable law. CoShap, LLC shall maintain its books, records, resolutions and agreements as official records.

(k) CoShap, LLC shall be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of CoShap, LLC, any constituent of CoShap, LLC, any Guarantor or any affiliate of any constituent or Guarantor), shall correct all known misunderstanding regarding its status as a separate entity. Shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.

(l) Neither CoShap, LLC nor any constituent party shall seek the dissolution, winding Up, liquidation. Consolidation or merger in whole or in part, of CoShap, LLC.

(m) CoShap, LLC has and reasonably expects to maintain adequate for the obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

(n) CoShap, LLC shall not commingle the funds and other assets with those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent of Guarantor or any other person.

(o) CoShap, LLC has and shall maintain its assets in such a manner that it will not be costly or difficult to segregate; ascertain or identify its individual assets from those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party or Guarantor, or any other person.

(p) CoShap, LLC does not and shall not guarantee, become obligated for, or hold itself out to be responsible for the debts or obligations of any other person or entity or the decisions or actions respecting the daily business or affairs of any other person or entity.

(q) CoShap, LLC shall not permit any affiliate or constituent party independent access to its bank accounts.

(r) CoShap, LLC shall pay the salaries of its own employees and maintain sufficient number of employees in light of its contemplated business operations.

(s) CoShap, LLC shall not, nor shall any partner, member, shareholder, trustee, Beneficiary or principal violate any Section of the Mortgage.

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