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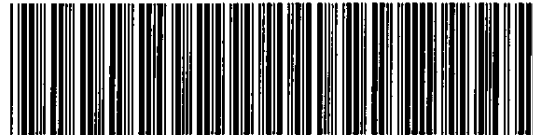
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DIVISION OF CORPORATIONS
06 OCT 16 PM 1:01

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: M Tara 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:

Lisa Monk
(Name of Person)

M Tara LLC
(Firm/Company)

8132 Brinegar Circle
(Address)

Tampa FL 33647
(City/State and Zip Code)

For further information concerning this matter, please call:

Lisa Monk at (813) 857-2992
(Name of Person) (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)

CH # 10056

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

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

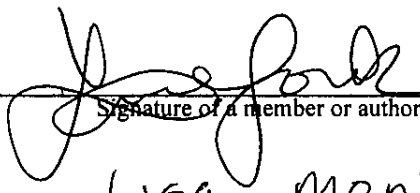
M Tara LLC
(Present Name)
(A Florida Limited Liability Company)

FIRST: The Articles of Organization were filed on Sept. 21, 2006 and assigned document number LO6000092562.

SECOND: This amendment is submitted to amend the following:

Attached

Dated October 12, 2006


Signature of a member or authorized representative of a member

Lisa Monk
Typed or printed name of signee

Filing Fee: \$25.00

**FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 OCT 16 PM 1:01**

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
of
M. TARA, LLC**

The undersigned, acting as the organizers of a limited liability company formed under the Florida Limited Liability Company Act, codified in Chapter 608, Florida Statutes, as amended, have formed a Florida limited liability company ("**Company**") pursuant to the Act and set forth in the original Articles of Organization filed **September 21, 2006**, and they hereby amend and restate the original Articles of Organization herein (the "**Amended and Restated Articles**").

**ARTICLE I
Name**

The original and current name of this Company is **M. TARA, LLC**.

**ARTICLE II
Address of Business**

The mailing address of the principal office of this Company shall be **8132 Brinegar Circle, Tampa, FL 33647** and such other place or places as may be designated by the managers from time to time. The street address of the principal office of this Company shall be **3751 East Fowler Avenue Tampa, FL 33612** and such other place or places as may be designated by the managers from time to time.

**ARTICLE III
Management of Business**

The management of this Company shall be vested entirely in its manager. The name and address of its sole manager, who shall serve until the first annual meeting of members or until his successor is duly elected and qualified, is **Veerendra Kumar Srivastava** whose address is **8132 Brinegar Circle, Tampa, FL 33647**. The manager shall be elected by the members of this Company at the Company's annual meeting each year by the vote of a majority-in-interest of members of this Company, unless stated otherwise in the Operating Agreement.

ARTICLE IV
Commencement Date and Duration

This Company commenced on the date and time when the original Articles of Organization were filed in the Department of State, namely **September 21, 2006**, in accordance with the provisions of Section 608.409(1), Florida Statutes, and shall continue perpetually or until dissolved in accordance with Section 608.441(1), Florida Statutes, to wit:

- (a) by written consent of all of its members;
- (b) upon the occurrence of one or more events specified in the operating agreement;
- (c) upon entry of an order of dissolution by a court of competent jurisdiction; or
- (d) at any time there are no members, unless, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining member, the personal representative or other legal representative of the last remaining member agrees in writing to continue the Company, as provided in §608.441(1)(d) of the Florida Statutes.

ARTICLE V
Purpose

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: So long as the loan from Nomura Credit & Capital, Inc. ("**Lender**") to the Company (the "**Loan**") remains outstanding, the company's business and purpose shall consist solely of the following:

- (a) To acquire that certain parcel of real property, together with all improvements located thereon, located at **3751 East Fowler Avenue Tampa, FL 33612** and commonly known as Wingate Inn (the "**Property**");
- (b) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property; and
- (c) To exercise all powers enumerated in the Florida Limited Liability Company Act incidental, necessary, or appropriate to the conduct, promotion, or attainment of the business or purposes otherwise set forth herein.

ARTICLE VI

Prohibited Activities

(a) Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern. The Company shall only incur indebtedness in an amount necessary to acquire, operate, and maintain the Property. For so long as the loan exists on the Property, the Company shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Company shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of membership interest.

(b) For so long as the loan exists on the Property, the Company will not, without the unanimous consent of all of the members of the Company: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity, (iii) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors, or (iv) take any action in furtherance of the foregoing.

(c) For so long as a the loan exists on the Property, no material amendment to these articles of organization may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

ARTICLE VII

Indemnification

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern. Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

ARTICLE VIII

Separateness Covenants

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern. For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these

articles of organization, the Company shall conduct its affairs in accordance with the following provisions.

(a) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.

(b) It shall maintain separate records, books and accounts from those of any affiliate or any other person.

(c) It shall not commingle funds or assets with those of any affiliate or any other person.

(d) It shall conduct its business and hold its assets in its own name.

(e) It shall maintain financial statements, accounting statements and prepare tax returns separate from any affiliate or any other person.

(f) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations.

(g) It shall maintain adequate capital in light of its contemplated business operations.

(h) It shall maintain an arm's length relationship with any affiliate.

(i) It shall not assume or guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.

(j) It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except the guarantor of the mortgage loan.

(k) It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate.

(l) It shall not acquire obligations or securities of its partners, members or shareholders or any affiliate.

(m) It shall use stationery, invoices and checks separate from any affiliate or any other person.

(n) It shall hold itself out as an entity separate and distinct from any affiliate and not as a division, department or part of any other person or entity.

- (o) It shall not identify its members or any affiliates as a division or part of it.
- (p) It shall correct any known misunderstanding regarding its separate identity.
- (q) It 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 other entity.
- (r) It shall not share a common logo with any affiliate or any other person.
- (s) It shall not acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property.
- (t) It shall maintain its books, records, resolutions and agreements as official records.
- (u) It shall hold regular meetings, as appropriate, to conduct its business and observe all Company level formalities and record keeping.

For purpose of this Article VIII, the following terms shall have the following meanings.

"Affiliate" means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Person" means any individual, corporation, partnership, Company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE IX

Admission of Members

The initial Members of this Company shall be set forth in the Operating Agreement adopted by the members as set forth therein. The admission of additional members shall be accomplished only by the unanimous vote of the Members, unless otherwise stated in the Operating Agreement.

ARTICLE X

Voting By Members

In each matter for which a vote of the members is required by the Act, consent of a majority-in-interest of members shall decide the issue, unless otherwise stated in these Articles of Organization or the Operating Agreement or the Act. For purposes of these Articles, "majority-in-interest" means Members owning more than fifty percent (50%) of the then current percentage or other interest in the profits of the Company. However, the members' right to vote on a *dissolution* of the Company shall be governed by §608.441 of the Act, unless otherwise stated in these Articles of Organization or the Operating Agreement (i.e., unanimous written consent of Members), and the Members' right to vote on a *merger* of the Company shall be governed by §608.4381 of the Act, unless otherwise stated in these Articles of Organization or the Operating Agreement.

Notwithstanding any provision hereof or of any other document governing the formation, management, or operation of the Company to the contrary, the following shall govern. When acting on matters subject to the vote of the Members, notwithstanding that the Company is not then insolvent, all of the Members shall take into account the interest of the Company's creditors, as well as those of the Members.

ARTICLE XI

Dissolution

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern. The vote of a majority-in-interest of the remaining Members is sufficient to continue the life of the Company. If such vote is not obtained, for so long as a mortgage lien exists on the Property the Company shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

ARTICLE XII

Right of Assignee to Become a Member

An assignee of an interest in the Company may be admitted as a Member upon the consent of all other members.


ARTICLE XIII

Property

(a) **Ownership.** All property originally paid or brought into, or transferred to, this Company as contributions to capital by the members, or subsequently acquired by purchase or otherwise on account of this Company shall be the property of this Company.

(b) **Title.** The title to all property of the Company shall be held in the name of this Company.

(c) **Conveyances.** Unless otherwise provided in the operating agreement, the manager is hereby authorized to convey and obtain title to all real and personal property of whatever nature by the execution on behalf of this Company of any and all agreements, deeds, mortgages, trust agreements, indentures, leases, conveyance documents and all other certificates, instruments and documents as are necessary, reasonable or desirable to obtain title or convey title to any real or personal property whatsoever. Such execution shall be made by a majority of the managers if there is more than one. The signature and execution of such documents shall clearly set forth that the execution is on behalf of this Company and that the manager is signing on its behalf as manager. The following form of signature shall be used for obtaining or conveying title to any real or personal property:

M. TARA, LLC

Veerendra Kumar Srivastava, Manager

ARTICLE XIV

Amendments

These Articles, except with respect to vested rights of the members, may be amended at any time by vote by a majority-in-interest of its Members. Such amendments shall be filed with the Florida Department of State in accordance with the provisions of Section 608.411, Florida Statutes.

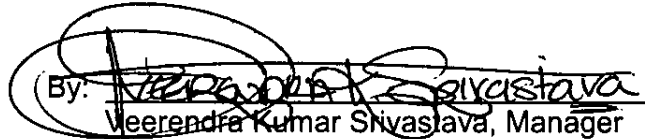
ARTICLE XV

Operating Agreement

The members are hereby authorized and directed to prepare and adopt initial Operating Agreement for the governing of the internal affairs of the Company, containing such provisions as they consider necessary, reasonable or desirable, except that no provisions of such Operating Agreement may conflict with the provisions of these Articles, unless otherwise permitted herein. The power to alter, amend, or repeal the initial Operating Agreement shall be set forth in the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Organization this _____, 2006. The execution of this document constitutes an affirmation, under the penalties of perjury, that the facts stated herein are true.

M. TARA, LLC

By:  Srivastava
Veerendra Kumar Srivastava, Manager

CERTIFICATE OF DESIGNATION AND ACCEPTANCE REGISTERED AGENT


Pursuant to Sections 608.407 and 608.415 of the Florida Statutes, this Limited Liability Company submits the following statement in designating the Registered Office and Registered Agent in the State of Florida:

1. The name of the Limited Liability Company is M. TARA, LLC.
2. The name and address of the registered agent and office are:

Jerrold A. Greiff
17924 Timberview Street
Tampa, FL 33647

Having been named Registered Agent and designated to accept service of process for the above-stated Company, at the place designated in this certificate, I hereby agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties. I am familiar with accept the obligations of my position as registered agent.

Dated: 10/06/, 2006.


Jerrold Greiff

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