

L08000011457

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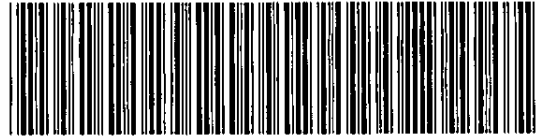
(Business Entity Name)

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JAN 04 2015  
J. HARRIS

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 938764 8077130

AUTHORIZATION :

COST LIMIT : \$ 25.00

*Lyndee Dean*

ORDER DATE : December 31, 2015

ORDER TIME : 2:33 PM

ORDER NO. : 938764-005

CUSTOMER NO: 8077130

DOMESTIC AMENDMENT FILING

NAME: WEKIVA FALLS RESORT AND RV  
PARK, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Melissa Zender -- EXT# 62956

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

## WEKIVA FALLS RESORT AND RV PARK, LLC

The Articles of Organization for this Limited Liability Company were filed on January 31, 2008 and assigned  
Florida document number L08000011457

**A. If amending name, enter the new name of the limited liability company here:**

**Enter new principal offices address, if applicable:**

**(Principal office address MUST BE A STREET ADDRESS)**

**Enter new mailing address, if applicable:**

**(Mailing address MAY BE A POST OFFICE BOX)**

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

**New Registered Office Address:**

Enter Florida street address

City

**, Florida**

Zip Code \_\_\_\_\_

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and 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, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

**If Changing Registered Agent, Signature of New Registered Agent**

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager  
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGR	Gary P. Ott	3110 Horseshoe Trail	<input type="checkbox"/> Add
		Glenmoore, PA 19343	<input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Change
MGR	Wekiva Falls Resort and RV Park, GP, Inc.	3110 Horseshoe Trail	<input checked="" type="checkbox"/> Add
		Glenmoore, PA 19343	<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
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			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

**D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)**

**Amendment to Article III in its entirety, see attachment.**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**E. Effective date, if other than the date of filing:** \_\_\_\_\_ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated December 30, 2015

Robert A. Cole, Esq.

Signature of a member or authorized representative of a member

Robert A. Cohen, Authorized Representative

Typed or printed name of signee

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**Amendment to Article III of the Articles of Organization  
for Wekiva Falls Resort And RV Park, LLC**

**Article III. SPE PROVISIONS FOR  
ARTICLES OF ORGANIZATION**

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TALLAHASSEE

**SECTION 1. PURPOSE.**

The Limited Liability Company business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project known as Wekiva Falls Resort and RV Park located on 30700 Wekiva River Rd., Sorrento, FL 32776 (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

**SECTION 2. POWERS AND DUTIES.**

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Limited Liability Company, the Limited Liability Company shall not, without the consent of all its Members, no Manager or any Member shall do any of the following:

(a) engage in any business or activity other than those set forth in this Article III;

(b) incur any indebtedness or assume or guaranty any indebtedness of any Person, other than the obligations (the "Loan") evidenced by a Promissory Note entered by the Limited Liability Company and made payable to Union Capital Investments, LLC (together with its successors and assigns, "Lender") and secured by the lien on the Property evidenced by an Amended and Restated Mortgage and Security Agreement filed in the official public records of Lake County, Florida for the benefit of Lender (the "Security Instrument") and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business (subject to the limitations contained in the Security Instrument);

(c) incur any indebtedness or to assume or guaranty any indebtedness of any Person, other than the Loan and indebtedness permitted by and subject to the terms and limitations contained in the Security Instrument;

(d) dissolve, wind-up or liquidate the Limited Liability Company;

(e) sell or lease, or otherwise dispose of, all or substantially all of the assets of the Limited Liability Company;

(f) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Limited Liability Company, or file a petition seeking or consenting to reorganization or relief under any

applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Limited Liability Company or a substantial part of the property of the Limited Liability Company, or make any assignment for the benefit of creditors, or admit in writing the Limited Liability Company inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;

(g) amend Article III Sections 1, 2, 3, 4, 5, 6 or 7 of these Articles or approve an amendment to Section 19 of the Operating Agreement governing the Limited Liability Company; or

(h) cause the Limited Liability Company to merge, combine or consolidate with any other entity.

So long as any obligations secured by the Loan remain outstanding and not paid in full, the Limited Liability Company shall have no authority to take, and shall not take, any action in items (a) through (d), (f) or (h) above without (1) the prior written consent of the holder of the Security Instrument and, (2) after any Securitization (as defined in the Security Instrument) and if requested by holder of the Security Instrument, confirmation from each of the Rating Agencies (as defined in the Security Instrument) that such action will not result in the qualification, withdrawal or downgrade of any securities rating assigned in connection with the Loan.

### SECTION 3. SEPARATENESS/OPERATIONS MATTERS.

The Limited Liability Company shall:

(a) maintain books and records and bank accounts separate from those of any other Person;

(b) maintain its assets in its own name and in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(c) hold regular meetings, as appropriate, to conduct the business of the Limited Liability Company, and observe all customary organizational and operational formalities;

(d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(e) prepare separate tax returns and financial statements and not permit its assets to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then it will be shown as a separate member of such group;

(f) allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates;

(g) transact all business with Affiliates on an arm's-length basis and pursuant to enforceable agreements;

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- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other Person;
- (j) not assume, guarantee or pay the debts or obligations of any other Person;
- (k) pay its own liabilities only out of its own funds and cause the Borrower to pay its own liabilities only out of its own funds;
- (l) pay the salaries of its own employees and maintain a sufficient number of employees in light of the contemplated business operations;
- (m) correct any known misunderstanding regarding its separate identity;
- (n) not hold out its credit as being available to satisfy the obligations of others;
- (o) not acquire obligations or securities of its members;
- (p) not pledge its assets for the benefit of any other entity or make loans or advance to any entity; and
- (q) maintain adequate capital in light of its contemplated business operations.

#### **SECTION 4. SUBORDINATION OF INDEMNITIES.**

All indemnification obligations of the Limited Liability Company are fully subordinated to any obligations respecting the Property and such indemnification obligations shall in no event constitute a claim against the Limited Liability Company if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations.

#### **SECTION 5. EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A MEMBER.**

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Limited Liability Company and the business of the Limited Liability Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member (an "assignee") shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any membership interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

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**SECTION 6. TITLE TO LIMITED LIABILITY COMPANY PROPERTY.**

All property owned by the Limited Liability Company shall be owned by the Limited Liability Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Limited Liability Company property in its individual name or right, and each Member's membership interest shall be personal property for all purposes.

**SECTION 7. THIRD PARTY BENEFICIARY.**

Lender shall be regarded as a third party beneficiary for Articles III Sections 1 through 7 herein.

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