

L 2000033 254

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H12000186753 3)))



H12000186753ABC0

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6383

#980058.0273

From:

Account Name : TRIPP SCOTT, P.A.
Account Number : 075350000065
Phone : (954) 525-7500
Fax Number : (954) 761-8475

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
RED APPLE AT MANATEE, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	02
Estimated Charge	\$55.00

RECEIVED
12 JUL 20 AM 10:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
12 JUL 20 PM 5:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

B. BOSTICK

JUL 23 2012

EXAMINER

FILED
12 JUL 20 PM 5:44
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA
200002/0003

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF ORGANIZATION
OF
RED APPLE AT MANATEE, LLC**

The following provisions of the Articles of Organization of RED APPLE AT MANATEE, LLC, a Florida limited liability company (the "Company"), filed with the Department of State on March 8, 2012, document number L12000033254, be and they are hereby, amended as shown below:

1. The following is added as Article VI to the Articles of Organization of this Company:

Article VI

So long as any Series 2012 Bonds are outstanding, the Company will not:

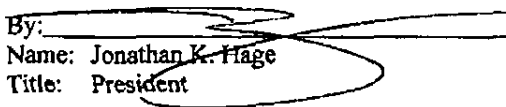
- (1) guarantee any obligation of any Person, including any Affiliate;
- (2) incur, create or assume any indebtedness other than the Series 2012 Bonds, except for trade payables incurred in the ordinary course of performing the activities permitted under the Operating Agreement, provided that such trade payable debt is not evidenced by a note, is paid when due and does not exceed at any time, in the aggregate, \$50,000;
- (3) make any loan or advance to any member, general partner, shareholder, principal or affiliate of any other Borrower, or any member, general partner, shareholder, principal or affiliate of any of the foregoing, make any loans or advances to any third party, or own or acquire any stock or securities of, any Person without the Trustee's consent;
- (4) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, asset sale or transfer of ownership interests;
- (5) without obtaining the unanimous written consent of its managers or managing members, make a general assignment for the benefit of creditors, file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute or make an assignment for the benefit of creditors;
- (6) take any material action that would adversely affect its governance as a limited liability company; or
- (7) own any subsidiary without Trustee's prior consent.

For purposes of this Article VI, capitalized terms used herein and not defined herein shall have the meanings assigned in that certain First Supplemental Indenture of Trust dated as of August 1, 2012, between the Lee County Industrial Development Authority and Regions Bank, as Trustee.

2. These Articles of Amendment shall be effective at the time of their filing with the Department of State.

Dated: July 18, 2012

RED APPLE DEVELOPMENT, LLC
its sole Managing Member

By: 
Name: Jonathan K. Hage
Title: President

FILED
12 JUL 20 PM 5:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA