

L12000112190

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

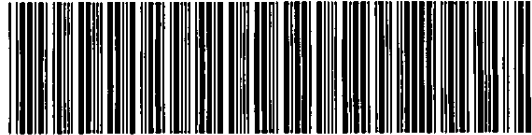
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE FLORIDA

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TALLAHASSEE FLORIDA

J. HARRIS

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Florida Dundee Lien Investments, 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:

Adam J. Knight

Name of Person

Hicks | Knight, P.A.

Firm/Company

100 South Ashley Drive, Suite 450

Address

Tampa, Florida 33602

City/State and Zip Code

aknight@hicksknight.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Adam J. Knight

813

876-3113

at ()

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)

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**

Florida Dundee Lien Investments, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on August 30, 2012 and assigned
Florida document number L12000112190.

This amendment is submitted to amend the following:

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

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

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)

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ALLAHBACH, FLORIDA

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

_____, Florida _____
City 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>
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See attachment.

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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 7-12, 2016

Signature of a member or authorized representative of a member

TREY GULLEGE
Typed or printed name of signer

SECRET
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-14-2011 BY 60322
UCBAW

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

See attachment.

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E. Effective date, if other than the date of filing: _____ (optional)

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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 7-12, 2016

Signature of a member or authorized representative of a member

RICHARD GORDON

Typed or printed name of signee

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SECONDARY OF STATE
TALLAHASSEE, FLORIDA

**ATTACHMENT TO ARTICLES OF AMENDMENT TO
ARTICLES OF ORGANIZATION
OF
FLORIDA DUNDEE LIEN INVESTMENTS, LLC**
a Florida limited liability company

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV

The Company's business and purpose shall consist solely of the acquisition and ownership of tax certificates representing liens on Florida real estate issued by Florida tax collectors ("Tax Certificates") and activities incidental thereto (including, without limitation, the execution and delivery of documents (including guaranties and security agreements) related to indebtedness incurred by the Company or its affiliates or subsidiaries and the performance of obligations under such documents) and the holding of real estate related thereto.

ARTICLE VII

Notwithstanding any other provisions of these Articles, and so long as there is any effective UCC-1 financing statement filed in Florida naming the Company as a debtor and Capital One, National Association, a national banking association ("**CONA**") as secured party, without the consent of CONA, the managers of the Company shall have no authority on behalf of the Company to:

- (i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation); other than obligations owed to CONA and MIHI LLC ("**MIHI**"), except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations owed to CONA;
- (ii) seek the dissolution or winding up, in whole or in part, of the Company;
- (iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of

creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action; or

- (v) amend, modify or alter Articles VI, VII, VIII, IX, X or XI of these Articles.

ARTICLE IX

For so long as there is any effective UCC-1 financing statement filed in Florida naming the Company as a debtor and CONA as secured party, the Company shall not do any of the following without the prior written consent of CONA:

- (a) acquire or own any material asset other than Tax Certificates, and real estate or other assets related to such Tax Certificates;
- (b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under Florida law, or amend, modify, terminate or fail to comply with the provisions of these Articles or the Company's Operating Agreement;
- (c) own any subsidiary (other than for the purpose of holding real estate) or make any investment in or acquire the obligations or securities of any other person or entity;
- (d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity;
- (e) transfer any assets to any of its principal(s), affiliates, or any other person or entity other than (i) in the ordinary course of business, including but not limited to, distributions on account of equity interests in the Company, or (ii) upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties, in each case as permitted in documents executed by CONA and properly accounted for;
- (f) allow any person or entity to pay its debts and liabilities (except for a guarantor of all or any portion of the obligations owed to CONA and MIHI) or fail to pay its debts and liabilities solely from its own assets;
- (g) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Company, the affiliates of a partner or member of the Company and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Tax Certificates are actually owned by the Company;
- (h) enter into any contract or agreement with any partner, member, principal or affiliate of the Company or any guarantor of all or a portion of the obligations owed to

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TALLAHASSEE FLORIDA

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CONA or any partner, member, principal or affiliate thereof, except upon terms and conditions that are *intrinsically fair and substantially similar* to those that would be available on an arm's-length basis with third parties other than any partner, member, principal or affiliate of the Company, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

- (i) fail to correct any known misunderstandings regarding the separate identity of the Company;
- (j) hold itself out to be responsible or pledge its assets or creditworthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or creditworthiness for the debts of the Company (except for a guarantor of all or any portion of the obligations owed to CONA and MIHI);
- (k) other than in the ordinary course of business, make any loans or advances to any third party, including any partner, member, principal or affiliate of the Company, or any partner, member, principal or affiliate thereof;
- (l) fail to file its own tax returns to the extent such returns are required or to use separate contracts, purchase orders, stationery, invoices and checks;
- (m) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Company or any partner, member, principal or affiliate thereof);
- (n) fail to allocate fairly and reasonably among the Company and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
- (o) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;
- (p) fail to 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;
- (q) hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Company, (ii) any affiliate of a partner, principal, member or affiliate of the Company, or (iii) any other person or entity or allow any person or entity to identify the Company as a department or division of that person or entity, other than with respect to financial statements prepared on a consolidated basis or for tax purposes; or

- (r) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Company or the creditors of any other person or entity.

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