

L13000148303

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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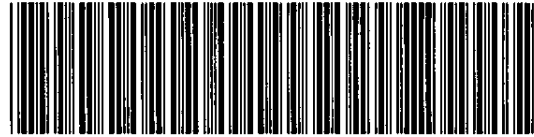
(Business Entity Name)

(Document Number)

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2013 DEC -6 PM 3:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

N. Culligan DEC 10 2013

**COVER LETTER**

**TO: Registration Section  
Division of Corporations**

**SUBJECT: 28 BS, 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:

**Harvey Schneider, Esq.**

Name of Person

**NP LAW**

Firm/Company

**1300 North Federal Hwy / Ste 106**

Address

**Boca Raton, FL 33432**

City/State and Zip Code

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

For further information concerning this matter, please call:

**Harvey Schneider**

Name of Person

**561 391-9199**  
at ( )

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

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

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**28 BS, 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 10/22/13 and assigned  
Florida document number L13000148303.

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 end with 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)

**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 608, 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**

**MGR = Manager**  
**MGRM = Managing Member**

**MGRM = Managing Member**

| <u>Title</u> | <u>Name</u> | <u>Address</u> | <u>Type of Action</u>           |
|--------------|-------------|----------------|---------------------------------|
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D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See Articles of Amendment to Articles of Organization attached hereto.

Dated December 5, 2013



Signature of a member or authorized representative of a member

Harvey Schneider, Esq.

Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00

FILED  
2013 DEC - 6 PM 3:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT**  
**TO**  
**ARTICLES OF ORGANIZATION**  
**OF**  
**28 BS, LLC, A FLORIDA LIMITED LIABILITY COMPANY**  
**[Converting the Company to a Single Purpose Entity]**

The Company's Articles of Organization are hereby amended to add Article VII thereto as follows:

**ARTICLE VII**

1. The sole purpose of this limited liability company ("Single Purpose Entity" or "SPE") shall be the ownership, operation, management and maintenance of residential real property, and improvements situated thereon, which real property is legally described as:

Lots 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Block 1, Bunchville, according to the plat thereof as recorded in Plat Book 49, Page(s) 98, Public Records of Miami-Dade County, Florida.

(collectively the "Property"). The term Property, when used herein, shall also include any improvements situated thereon.

2. This Single Purpose Entity shall be restricted, and the sole Managing Member of this SPE which is approving this amendment hereby covenant and agree, on behalf of the SPE, as follows: (a) not to engage in any business or activity whatsoever other than the ownership, operation, management and maintenance of the Property, and activities which would be necessary and ancillary thereto; (b) not to acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary, appropriate or beneficial for the use, operation, maintenance and management of the Property; (c) not to incur any debt other than (i) the indebtedness held by the "Holder(s)" (as defined below) which indebtedness has been secured by a first mortgage on the Property and which Mortgage Indebtedness was incurred by the SPE on or about November 8, 2013 from KCM Entertainment LLC, a Florida limited liability company ("Mortgage Indebtedness"), and (ii) commercially reasonable liabilities incurred by this Special Purpose Entity which relate to the ownership, operation, management and maintenance of the Property; (d) not to merge into or consolidate with any entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets, stock or change its legal structure, while the Mortgage Indebtedness is outstanding without in each case the prior written consent of any and all then holders of the Mortgage Indebtedness ("Holders"); (e) to preserve its existence as an entity duly organized and validly existing under the laws of the State of Florida and, without the prior written consent of the Holders, not to amend, modify, terminate or fail to comply with the provisions of the "Organizational Documents" (as defined below) of this Single Purpose Entity, as the same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would, in the Holder(s) commercially reasonable opinion, materially and adversely affect the ability of this Single Purpose Entity to perform its obligations hereunder, under the Mortgage Indebtedness Note or under any of the other documents executed or entered into by the SPE in connection with the Mortgage Indebtedness (collectively "Loan Documents") which relate to and/or evidence/secure the Mortgage Indebtedness. For purposes of this Amendment, the "Organizational Documents" of this Special Purpose Entity shall mean all documents evidencing and/or relating to the formation of this company and the continued existence and good standing of this company including, without limitation, its articles of organization and operating agreement; and (f) to not own any subsidiary or make any investment in, any person or entity without the consent of the Holder(s).

3. This Single Purpose Entity shall be further restricted from and/or required to, and further covenants and agrees, as follows, until the Mortgage Indebtedness is fully satisfied of record: (a) to maintain books and records separate from any other person or entity; (b) to maintain its accounts separate from any other person or entity; (c) not to commingle assets with those of any other person or entity; (d) to maintain financial statements separate from any other person or entity; (e) to pay its

own liabilities out of its own funds; (f) to observe all corporate formalities; (g) to maintain an arm's length relationship with its members, managers, managing members and any affiliates; (h) not to guarantee or become obligated for the debts of any other person or entity person or hold out its credit as being available to satisfy the obligations of others; (i) not to acquire obligations or securities of its members; (j) to use separate stationery, invoices, and checks; (k) not to pledge its assets for the benefit of any other person or entity or make any loans or advances to any person or entity; (l) to hold itself out solely as a separate Single Purpose Entity; (m) to correct any known misunderstanding regarding its separate identity; (n) not to make any changes to the structure of it current management or ownership, and (o) not to sell the Single Purpose Entity or any interest therein.

4. The unanimous consent of all of the members, managing members or managers, as the case may be, of the Single Purpose Entity as well as the prior written consent of the Holders shall be required to: (a) file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (b) dissolve, liquidate, consolidate, merge, or sell all or substantially all of the assets of this company; (c) engage in any other business activity; or (d) amend the Organizational Documents of this Single Purpose Entity.

5. To the maximum extent permitted by law, upon the occurrence of any event which will terminate this Single Purpose Entity (as may be provided in the Organizational Documents of this Single Purpose Entity), a vote of the majority of the remaining members shall be sufficient to continue the life of this Single Purpose Entity. In the event a majority vote to continue the life of this Single Purpose Entity is not obtained, no asset of this Single Purpose Entity that is collateral or that secures the Mortgage Indebtedness may be sold, transferred, conveyed, liquidated or otherwise disposed of (except as permitted under the Loan Documents) without the consent of the Holder(s). The Holder(s) may continue to exercise all of their rights under the Loan Documents and shall be entitled to retain it's lien on the Property until the Mortgage Indebtedness has been paid in full and discharged and satisfied of record.

6. To the extent this Article VII conflicts with any other provisions of the Organizational Documents of the SPE or any other documents pertaining to this SPE or any other organizational or formation document of this SPE, this Article shall control.