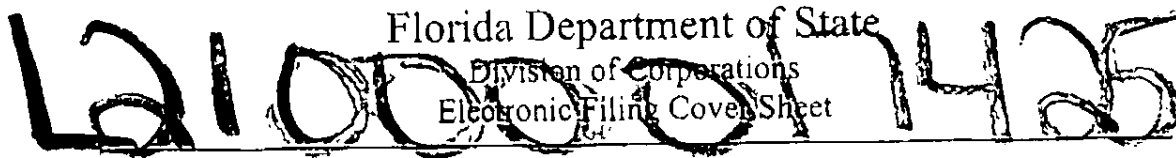


2/10/25, 2:21 PM

Division of Corporations



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.

(((H25000051235 3)))



H250000512353BCX

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

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: CGC@TRIPPSCOTT.COM

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
RED APPLE AT WINTHROP EXP, LLC

Certificate of Status	0
Certified Copy	0
Page Count	03
Estimated Charge	\$25.00

RECEIVED

2025 FEB 10 PM 4:16

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
2025 FEB 10 AM 8:15
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

(((H25000051235 3)))

**AMENDED ARTICLES OF AMENDMENT
TO THE ARTICLES OF ORGANIZATION
OF
RED APPLE AT WINTHROP EXP, LLC**

The following provisions of the Articles of Organization of RED APPLE AT WINTHROP EXP, LLC, a Florida limited liability company (the "Company"), filed with the Department of State on January 5, 2021, Document Number L21000017425, 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 2025 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 Bonds (as defined in the Indenture**) or Additional Bonds (as defined in the Indenture**), 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 required to be paid within sixty (60) days of the date first incurred, is paid when due and does not exceed at any time, in the aggregate, \$25,000;
- (3) make any loan or advance to any member, general partner, shareholder, principal or affiliate of any other LLC Landlord, 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 member, 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.

***"Indenture" means that certain Indenture of Trust, dated as of November 1, 2020, as supplemented by a First Supplemental Indenture of Trust, dated February 1, 2025 (collectively, the "Indenture"), each between the Florida Development Finance Corporation and Regions Bank, as trustee, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture.*

FILED
 2025 FEB 10 AM 8:15
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

(((H25000051235 3)))

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

Dated: February 6, 2025.

RED APPLE DEVELOPMENT, LLC,
its Authorized Member

By: 

Name: Jonathan K. Hago

Title: President