

Florida Department of State
Division of Corporations
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To: Division of Corporations
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From: Account Name : ROBERT LEE SHAPIRO, P.A.
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TALLAHASSEE, FLORIDA

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

Email Address: monicak@brockdevelopmentcorp.com

**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
DONALD ROSS/MILITARY, L.C.**

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$25.00

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

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Donald Ross/Military, L.C.

(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 March 11, 1999 and assigned
Florida document number L99000001384.

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)

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

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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

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<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
			<input type="checkbox"/> Add
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D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.) (((H17000100951 3)))

Section 4 of the Articles of Amendment to Articles of Organization of Donald Ross/Military, L.C.

is deleted in its entirety.

The attached Section D is added to the Second Articles of Amendment to Articles of Organization
of Donald Ross/Military, L.C.

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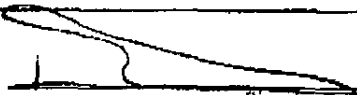
E. Effective date, if other than the date of filing: _____ (optional)

(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 April 11, 2017



Signature of a member or authorized representative of a member

Peter Brock, Manager

Typed or printed name of signee

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.) (((H17000100951 3)))

Section 4 of the Articles of Amendment to Articles of Organization of Donald Ross/Military, L.C.

is deleted in its entirety.

The attached Section D is added to the Second Articles of Amendment to Articles of Organization
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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 April 11, 2017

Signature of a member or authorized representative of a member

Peter Brock, Manager

John Preston, Manager

Typed or printed name of signee

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D. Special Purpose Entity; Separateness.

The Company is entering into a loan transaction to borrow the aggregate principal amount of \$15,700,000 to be funded by Lender to Borrower under the terms of, and subject to, that certain Loan Agreement dated April 11, 2017 ("Loan Agreement"). All definitions in the Loan Agreement are incorporated herein by reference.

(a) Borrower hereby covenants, until such time as the Indebtedness is fully and finally paid. Borrower shall not:

(i) change or permit to be changed its Governing Documents, if such change would materially and adversely impact the covenants set forth in this Agreement or otherwise violate any prohibited transfer or due on sale provisions set forth in the Loan Documents;

(ii) fail to qualify to do business and remain in good standing under the Laws of the state in which it was formed and the State, or fail to observe all material corporate formalities;

(iii) engage in any line of business or other activity other than (1) acquiring, owning, operating, leasing, managing and disposing of the Property (and activities incidental thereto), (2) entering into the Loan, and (3) any and all lawful activities incidental, necessary and appropriate thereto;

(iv) acquire or own any assets other than (1) the Property, and (2) such incidental personal property, as may be necessary for the operation of the Property or the conduct of its business as contemplated herein;

(v) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, or change its legal structure;

(vi) transfer or otherwise dispose of all or substantially all of its assets, or engage in any transfer of assets outside the ordinary course of its business;

(vii) form, acquire, hold or own any subsidiary, or make any investment in any Person (including the acquisition of obligations or securities of its Affiliates or acquisition of evidence of indebtedness issued by any other Person (other than cash and investment-grade securities));

(viii) commingle its assets with the assets of any other Person;

(ix) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (1) the Loan; (2) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (A) unsecured, (B) not evidenced by a note, (C) on commercially reasonable terms and conditions, and (D) due not more than ninety (90) days past the date incurred and paid on or prior to such date; and/or (3) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property on commercially reasonable terms and conditions, provided, further, that at no time shall the aggregate outstanding balance of the permitted debt specified in (2) and (3) above exceed \$250,000.00;

(x) fail to maintain its records, books of account, bank accounts, Financial Statements, accounting records and other entity documents separate and apart from those of any other Person or have its assets listed on the Financial Statement of any other entity; provided, however, that Borrower's financial position, assets, liabilities, net worth and operating results may be included in the consolidated Financial Statements of an Affiliate so long as Borrower's assets are listed on Borrower's own separate balance sheet

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and that any such consolidated Financial Statements contain a footnote indicating that Borrower is a separate legal entity, that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliate, and that Borrower maintains separate books and records;

(xi) enter into any contract or agreement with any Affiliate except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(xii) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xiii) assume or guaranty or otherwise become obligated for the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person (other than to Lender to secure the Loan) or hold out its credit as being available to satisfy the obligations of any other Person;

(xiv) make any loans or advances to any Person;

(xv) fail to file its own tax returns (unless Borrower is a tax-disregarded entity not required to file tax returns under applicable Law) or file a consolidated federal income tax return with any Person (unless prohibited or required, as the case may be, by applicable Laws);

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person (including identifying itself as a division or part of any other Person), or to conduct its business solely in its own name (including the failure to use separate stationery, invoices and checks bearing its own name) or fail to correct any known misunderstanding regarding its separate identity;

(xvii) 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 (including the failure to remain solvent or pay its own expenses and liabilities (including salaries of its own employees) only from its own funds); provided, however, in no event shall this subsection (xvii) be deemed to require that any principal of or investor in Borrower contribute additional capital to Borrower provided that (1) so long as Borrower has not distributed or used income in violation of this Section, the foregoing shall only apply to the extent that there is positive aggregate net cash flow at the Property, and (2) the foregoing shall not be deemed to require capital infusion or loans by any direct or indirect owner of Borrower in order to maintain such capitalizations;

(xviii) without the prior unanimous consent of all of Borrower's members or partners, as applicable, and the prior unanimous consent of all the direct owners of Borrower's general partner or managing member, as applicable, (1) elect to dissolve or liquidate, or permit its general partner or manager to elect to dissolve or liquidate, its business organization or wind up its business affairs; (2) consent, or allow its general partner or manager to consent, to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (3) be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due; (4) make a general assignment for the benefit of creditors; (5) file a petition under or take advantage of any insolvency Law; (6) file an answer admitting the material allegations of a petition filed against Borrower or Guarantor or any such respective general partner or managing member of Borrower or Guarantor in any bankruptcy, reorganization or insolvency proceeding or petition or request for the appointment of a receiver, or fail to cause the dismissal of such petition within thirty (30) days after the filing of said petition; or (7) take action for the purpose of effecting any of the foregoing; or

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(xix) fail to fairly and reasonably allocate expenses that are shared with an Affiliate (including for shared office space and for services performed by an employee of an Affiliate) among the Persons sharing such expenses.

(b) The Governing Documents of Borrower shall at all times materially comply with each of the representations, warranties, covenants, and provisions set forth in this Section.

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