

P/4000060701

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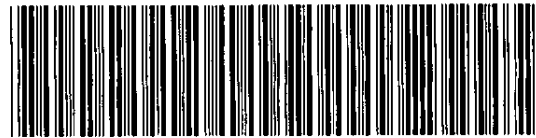
(Business Entity Name)

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14 SEP - 8 PM 4:32

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14 SEP - 8 PM 3:09

Amend

9/9/14

DC



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 288044 8739A

AUTHORIZATION : *[Signature]*

COST LIMIT : \$ 52.50

ORDER DATE : September 8, 2014

ORDER TIME : 3:41 PM

ORDER NO. : 288044-005

CUSTOMER NO: 8739A

DOMESTIC AMENDMENT FILING

NAME: GENEVA MEADOWS MANAGEMENT,
INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62935

EXAMINER'S INITIALS: _____

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
GENEVA MEADOWS MANAGEMENT, INC.
(Document No. P14000060701)

FILED
14 SEP -8 PM 3:09

Pursuant to the provisions of Section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following amendments to its Articles of Incorporation:

A. Article 4, Purposes and Powers, is hereby amended to read in its entirety as follows:

"ARTICLE 4
PURPOSES AND POWERS

Single Purpose Entity/Separateness. Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") made by Citigroup Global Markets Realty Corp. (together with its successors and/or assigns "Lender") to Chastain Meadows 2014, LLC, a Georgia limited liability company ("Chastain"), pursuant to that certain Loan Agreement (the "Loan Agreement") by and between Chastain and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Section and the other provisions of this Agreement, the provisions of this Section shall control and govern. All capitalized terms within this Section shall have the meaning ascribed to them in that certain Loan Agreement.

(a) The Company has not and will not:

(i) engage in any business or activity other than owning its managing membership interest in Chastain, which owns, operates and maintains Chastain Meadows Parkway, Marietta, Georgia 30066 (the "Property"), and activities incidental thereto;

(ii) acquire or own any assets other than its managing membership interest in Chastain;

(iii) merge into or consolidate with any person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(iv) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable legal requirements of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents ;

(v) own any subsidiary, or make any investment in, any person other than Chastain;

(vi) commingle its funds or assets with the funds or assets of any other person;

(vii) incur any indebtedness, secured or unsecured, direct or contingent (including guaranteeing any obligation);

(viii) fail to maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party. Company's assets have not and will not be listed as assets on the financial statement of any other Person; provided, however, that Company's assets may be included in a consolidated financial statement of its affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Company and such affiliates and to indicate that Company's assets and credit are not available to satisfy the debts and other obligations of such affiliates or any other Person and (ii) such assets shall be listed on Company's own separate balance sheet. Company has maintained and will maintain its books, records, resolutions and agreements as official records;

(ix) enter into any contract or agreement with any partner, member, shareholder, principal or affiliate, except, in each case, upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(x) 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;

(xi) assume or guaranty 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 or hold out its credit as being available to satisfy the obligations of any other person;

(xii) make any loans or advances to any person;

(xiii) fail to file its own tax returns (unless prohibited by applicable legal requirements from doing so);

(xiv) fail to (A) hold itself out to the public and identify itself, in each case, as a legal entity separate and distinct from any other person and not as a division or part of any other person, (B) conduct its business solely in its own name, (C) hold its assets in its own name or (D) correct any known misunderstanding regarding its separate identity;

(xv) 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 (to the extent there exists sufficient cash flow from the Property to do so);

(xvi) without the prior unanimous written consent of all of its shareholders and the prior unanimous written consent of its board of directors, (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any creditors rights laws, (b) seek or consent to the appointment of a receiver, liquidator or any similar official, (c) take any action that might cause such entity to become insolvent, (d) make an assignment for the benefit of creditors, or (e) take any material adverse action with respect to Chastain;

(xvii) fail to allocate shared expenses (including, without limitation, shared office space) or fail to use separate stationery, invoices and checks;

(xviii) fail to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds or fail to maintain a sufficient number of employees in light of its contemplated business operations (in each case to the extent there exists sufficient cash flow from the Property to do so);

(xix) change the Company's name or the location of Company's principal place of business;

(xx) acquire obligations or securities of its shareholders or other affiliates, as applicable;

(xxi) identify its shareholders or other affiliates as a division or part of it; or

(xxii) engage in any business or activity other than managing and owning an interest in Chastain; or

(xxiii) acquire or own any assets other than its membership or other equity interest in Chastain.

(b) The Company's sole asset shall be its membership interest in Chastain. The Company (i) will at all times continue to own no less than a 0.5% direct equity ownership interest in Chastain; (ii) will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation); and (iii) will cause Chastain to comply with the special purpose entity provisions of Chastain's operating agreement.

(c) For so long as the Loan shall remain outstanding, Company, shall not allow direct and/or indirect transfers of ownership interests in Company that would violate the provisions of Article 5 and/or Article 6 of the Loan Agreement executed by Chastain in connection with the Loan.

(d) For so long as the Loan shall remain outstanding, Company's obligation hereunder, if any, to indemnify its directors and officers, partners, or members or managers, as applicable, is hereby fully subordinate to the Loan and the loan documents executed in connection therewith (the "**Loan Documents**") and no indemnity payment from funds of Company (as distinct from funds from other sources, such as insurance) of any indemnity hereunder, if any, shall be payable from amounts allocable to any other person pursuant to the Loan Documents.

(e) For so long as the Loan shall remain outstanding, Company shall not amend, terminate or otherwise alter the provisions of this Section without Lender's prior written consent.

■ Change	D	Gabriela Carias-Green 6810 N. State Road 7 Coconut Creek, FL 33073
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D. The amendments were adopted by the shareholders. The number of votes cast for the amendments by the shareholders was/were sufficient for approval.

shareholders. The number of votes cast for

 Jarred E. Elmar, President