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U.S. DISTRICT COURT
NORTH DAKOTA
GRAND FORK

JUN 15 2015
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VantageHospitality.com

June 2, 2015

SENT VIA OVERNIGHT

Florida Department of State
Amendment Department
Division of Corporations
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: LexDevCoJax, Inc. – Amendment to the Amended and Restated Articles of Incorporation
Document number: P15000036293

Dear Sir/Madam:

Enclosed please find for filing the Amendment to the Amended and Restated Articles of Incorporation for LexDevCoJax, Inc., and a check in the amount of \$35.00 for the filing fee. Please return all correspondences concerning this matter to the following: Judi Jarvis, V.P. of Legal Affairs, Vantage Hospitality Group, Inc., 3300 N. University Drive, Suite 500, Coral Springs, Florida 33065.

If you should have any questions, please do not hesitate to contact Ms. Jarvis by email at jjarvis@vantagehospitality.com or by phone at (954) 575-2668, ext. 147.

Sincerely,

VANTAGE HOSPITALITY GROUP, INC.

Karen Budreau

Karen Budreau
Legal Assistant

/kb
Enclosures

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**AMENDMENT TO
THE AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF LEXDEVCOJAX, INC.**

This Amendment (the "Amendment") to the Amended and Restated Articles of Incorporation (the "Articles") of LexDevCoJax, Inc. (the "Corporation") was duly adopted by the sole director of the Corporation on June 1, 2015, and by the holders of a majority of the stock of the Corporation on June 1, 2015, the number of votes cast by the stockholders being sufficient for approval, in accordance with the applicable provisions of the Florida Business Corporation Act.

The Articles are amended by the addition of the following ARTICLE EIGHTEEN:

EIGHTEEN:

(1) Defined Terms. As used herein, the following terms shall have the following meaning:

(a) **"Lender"** means Pacific Coach, Inc., an Arizona corporation.

(b) **"Loan"** means the loan in the original principal amount of \$7,500,000.00 from Lender to the Corporation, which is secured by a mortgage recorded against the real property (**"Property"**) owned by the Corporation, the legal description of which is set forth on the attached **Appendix One**.

(c) **"Loan Documents"** means all of the documents and instruments that evidence or secure the Loan.

(d) **"Material Action"** means: (i) any consolidation or merger of the Corporation with or into any person, or (ii) any sale of all or substantially all of the assets of the Corporation (except in the case where the Loan is being concurrently repaid in full or the applicable release price is being paid in full, as the case may be), or (iii) the institution of proceedings to have the Corporation reorganized or adjudicated bankrupt or insolvent, or (iv) any consent to the institution of bankruptcy or insolvency proceedings by or against the Corporation or the filing of any petition seeking, or consent to, reorganization or relief with respect to the Corporation under any applicable federal or state law relating to bankruptcy, or (v) any consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property, or (vi) any assignment for the benefit of creditors of the Corporation, or (vii) admission in writing of the Corporation's inability to pay its debts generally as they become due, or (viii) any action in furtherance of any such action, or (ix) to the fullest extent permitted by law, any dissolution or liquidation of the Corporation.

(2) SPE Covenants. For as long as any portion of the Loan remains outstanding, the Corporation shall not:

(a) engage in any business or activity other than the acquisition and ownership of all of the Property and activities in the normal course of business incidental thereto;

(b) 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, without in each case Lender's consent;

(c) fail to preserve its existence as a corporation duly organized, validly existing and in good standing under the laws of Florida, or without the prior written consent of Lender, amend, modify, terminate, or fail to comply with the provisions of the Corporation's Amended and Restated Articles of Incorporation;

(d) own any subsidiary or make any investment in or acquire the obligations or securities of any person or entity, without the consent of Lender;

(e) commingle its assets with the assets of any other person or entity;

(f) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than trade payables incurred in the ordinary course of business;

(g) fail to pay its debts and liabilities as and when due from its own assets;

(h) fail to maintain its records, books of account, and bank accounts separate and apart from those of the members, managers, and affiliates of the Corporation, and any other person;

(i) enter into any contract or agreement with any officer, director, or affiliate of the Corporation except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties;

(j) seek dissolution or winding up, in whole or in part;

(k) fail to correct any known misunderstandings regarding the separate identity of the Corporation;

(l) hold itself out to be responsible (or pledge its assets as security) for the debts of another person;

(m) make any loans or advances to person or entity;

(n) fail to file its own tax returns or to use separate invoices and checks;

(o) agree to, enter into, or consummate any transaction that would have the effect of substantially consolidating the Corporation into any other entity;

(p) 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 entity with which such other party is transacting business, or (ii) to suggest that the Corporation is responsible for the debts of any third party;

(q) fail to pay the salaries of its own employees and maintain a sufficient number of employees for its contemplated business operations;

(r) 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; or

(s) 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;

2. Special Manager. During the continuation of an Event of Default under the Loan, Lender shall have the right to require the Corporation to immediately appoint (and the Corporation shall make such appointment immediately upon such request) a "**Special Director**" (i.e., an entity or individual named in Lender's sole discretion). While the Special Director is in place, the Corporation shall not take any Material Action without the prior written approval of the Special Member.

IN WITNESS WHEREOF LEXDEVCOJAX, INC. has caused these Amended and Restated Articles of Incorporation to be executed by the officer designated below as of the 15th day of June 2015.

LEXDEVCOJAX, INC.

By: 

Bernard T. Moyle, President

APPENDIX A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

The land referred to herein below is situated in the County of Duval, State of Florida, and is described as follows:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING WITHIN THE LEGAL DESCRIPTION IN BOOK 9960 PAGE 1727:

A PART OF THE ISAAC HENDRICKS GRANT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 26 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND A PART OF REED'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 4 OF THE FORMER PUBLIC RECORDS OF SAID COUNTY AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE POINT OF THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF PRUDENTIAL DRIVE (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF HENDRICKS AVENUE (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED) SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BLOCK 1 OF SAID REED'S SUBDIVISION; THENCE NORTH 03°11'03" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF HENDRICKS AVENUE, A DISTANCE OF 279.98 FEET TO THE INTERSECTION WITH THE NORTHEASTERLY LINE OF THE AERIAL PARCEL 21-AE AS RECORDED IN OFFICIAL RECORDS VOLUME 9668, PAGE 52 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°11'03" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 82.33 FEET; THENCE SOUTH 89°42'47" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 210.97 FEET; THENCE NORTH 45°26'23" EAST, A DISTANCE OF 148.74 FEET; THENCE SOUTH 89°50'07" EAST, A DISTANCE OF 175.61 FEET; THENCE SOUTH 44°53'38" EAST, DISTANCE OF 71.28 FEET; THENCE SOUTH 89°29'53" EAST, A DISTANCE OF 152.41 FEET; THENCE SOUTH 44°43'52" EAST A DISTANCE OF 171.95 FEET; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 58.21 FEET; THENCE SOUTH 45°15'03" WEST, A DISTANCE OF 238.97 FEET; THENCE SOUTH 00°15'03" WEST, A DISTANCE OF 85.00 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF PRUDENTIAL DRIVE; THENCE NORTH 89°44'57" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF PRUDENTIAL DRIVE, A DISTANCE OF 251.72 FEET, TO ITS INTERSECTION WITH THE AFORESAID NORTHEASTERLY LINE OF THE AERIAL PARCEL 21-AE; THENCE NORTH 53°07'30" WEST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 498.83 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE EASEMENT RIGHTS ARISING UNDER THAT CERTAIN DECLARATION OF PARKING EASEMENT BY RIVERWALK JACKSONVILLE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED DECEMBER 28, 2006, RECORDED JANUARY 19, 2007 IN BOOK 13764, PAGE 2475; WITH LENDER'S CONSENT TO DECLARATION OF PARKING EASEMENT BY U.S. CENTURY BANK, A FLORIDA BANKING CORPORATION, DATED DECEMBER 28, 2006, RECORDED JANUARY 19, 2007 IN BOOK 13764, PAGE 2479.