

L020000031360

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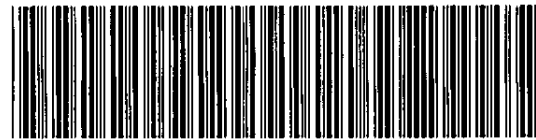
(Business Entity Name)

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CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 724432 7383590
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 25.00

ORDER DATE : July 27, 2015
ORDER TIME : 9:17 AM
ORDER NO. : 724432-005
CUSTOMER NO: 7383590

DOMESTIC AMENDMENT FILING

NAME: 245 C&C, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams -- EXT# 62935

EXAMINER'S INITIALS: _____

**ARTICLES OF AMENDMENT TO
ARTICLES OF ORGANIZATION OF
245 C&C, LLC
(a Florida Limited Liability Company)**

FIRST: The Articles of Organization of the above the limited liability company (the "**Company**") were filed November 22, 2002, and were amended by (a) a Certificate of Amendment filed August 9, 2004, (b) Articles of Amendment filed on August 31, 2011, and (c) Articles of Amendment filed on September 26, 2011.

SECOND: The following amendment to the Articles of Organization was adopted by the Company:

Article VIII of the Articles of Organization of the Company, as amended, entitled "Compliance with HUD Requirements", is hereby deleted in its entirety and the following Article VIII is substituted in its place and stead:

Article VIII - Compliance with HUD Requirements.

For so long as U.S. Department of Housing and Urban Development ("**HUD**") is the insurer or holder of a mortgage given by the Company:

(a) If any of provision of the Articles of Organization (as amended) of the Company, the Operating Agreement of the Company, any other organizational document (if any) of the Company, any other document or agreement among the Members of the Company, or any other document to which the Company is a party (collectively, the "**Organizational Documents**") conflict with the terms of the HUD-insured Note, Security Instrument, or HUD Regulatory Agreement (collectively, the "**HUD Loan Documents**"), the provisions of the HUD Loan Documents shall control;

(b) No provision required by HUD to be inserted into the Organizational Documents may be amended without HUD's prior written approval;

(c) None of the following will have any force or effect without the prior written consent of HUD:

1. Any amendment that modifies the term of Company's existence;

2. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD 2530, Previous Participation Certification, or 24 C.F.R. § 200.210, et seq.);

3. Any amendment that in any way affects the HUD Loan Documents;

4. Any amendment that would authorize any Member, Manager, owner or officer, other than the one previously authorized by HUD, to bind the Company for all matters concerning the Project which require HUD's consent or approval;

5. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1, or that requires a vote of those who control the Company; or

6. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).

(d) The Company is authorized to execute a Note and Security Instrument in order to secure a loan (the "Loan") insured or to be insured by HUD and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

(e) Any incoming Member or Manager of the Company must as a condition of receiving an interest in the Company agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other Members.

(f) Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person or entity that is not bound by the Regulatory Agreement in a manner satisfactory to HUD.

(g) The key principals of the Company identified in the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.

(h) The Company shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

(i) The Company has designated Tomas Cabrerizo as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Company in all such matters. The Company may from time to time appoint a new representative to perform this function, but within three business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its

new representative. When a person other than the person identified above has full or partial authority with respect to management of the Project, the Company will promptly provide HUD with the name of that person and the nature of that person's management authority.

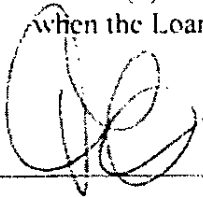
(j) Unless otherwise approved in writing by HUD, the Company's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of FHA Project No. 066-11178 (the "Project") located in Hialeah, Miami-Dade County, Florida, and activities incidental thereto. The Company shall not engage in any other business or activity. The Project shall be the sole asset of the Company, which shall not own any other real estate other than the aforesaid Project.

(k) Notwithstanding any provision in the Organizational Documents to the contrary, for so long as the Project is subject to a loan insured by HUD, any obligation of the Company to provide indemnification under the terms of the Organizational Documents shall be limited to (i) coverage afforded under any liability insurance carried by the Company, and (ii) available "surplus cash" of the Company as defined in the Regulatory Agreement between the Company and HUD.

(l) Until funds from a permitted source for payment of indemnification costs are available for payment, the Company shall not (a) pay funds to any Members, Managers or officers, or (b) pay the deductible on any indemnification policy for any Members, Managers, or officers.

(m) Neither the Company, nor its Members, Managers, or officers, shall, without HUD's prior written approval, grant a security interest in any of Company's or the Project's assets.

(n) The requirements of this Article VIII shall automatically terminate when the Loan is no longer insured or held by HUD.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Signature of a member or an authorized representative of a member