

L03000010178

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

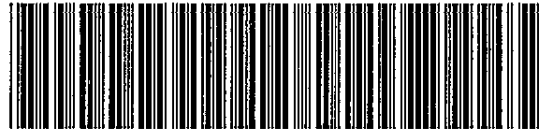
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900019163049

RECEIVED

03 MAY 29 PM 1:11

hsk

FILED

03 MAY 29 PM 3:40

STATE OF FLORIDA
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY™

FILED
03 MAY 29 PM 3:40
SEEDS UNIT STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032
REFERENCE : 110823 7322169
AUTHORIZATION : *Patricia Pignata*
COST LIMIT : \$ ~~1500.00~~

ORDER DATE : May 29, 2003
ORDER TIME : 11:43 AM
ORDER NO. : 110823-025
CUSTOMER NO: 7322169

~~22.00~~
60.00

CUSTOMER: Thais Hernandez
Seidman Prewitt & Dibello,
Suite 101
5900 Broken Sound Parkway N.w.
Boca Raton, FL 33487

DOMESTIC AMENDMENT FILING

NAME: AEM ABMARSCH, LLC

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: Darlene Ward -- EXT# 1135

EXAMINER'S INITIALS: _____

03 MAY 29 PM 3:40
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AEM ABMARSCH, LLC
ARTICLES OF AMENDMENT**

THIS IS TO CERTIFY THAT:

FIRST: The Articles of Organization of AEM ABMARSCH, LLC, a Florida limited liability company (the "Company"), is hereby amended by adding a new Article IV, as follows:

"ARTICLE IV – POWERS OF THE LIMITED LIABILITY COMPANY"

The Limited Liability Company:

- (a) will not own any encumbered asset other than (i) the property located at 550 West Burleigh Blvd., Tavares, Lake County, Florida (the "Property"), and (ii) incidental personal property necessary for the operation of the Property;
- (b) will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member, manager or affiliate of the Limited Liability Company or any affiliate of any such general partner, principal, manager or member of the Limited Liability Company, 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 other than an affiliate;
- (d) will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured by the Mortgage (as defined below) (ii) unsecured trade and operational debt incurred in the ordinary course of business not outstanding for more than sixty (60) days with trade creditors and in amounts as are normal and reasonable under the circumstances, but, in no event to exceed \$300,000 in the aggregate and (iii) Qualified Insider Loans (as defined below) made to either the Limited Liability Company, AEM Anderung, LLC or AEM Anfang, LLC; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property. As used herein, a "Qualified Insider Loan" is a loan that satisfies all of the following requirements: (1) the loan is made by an "insider" as such term is defined in the US Bankruptcy Code (the "Act"), (2) the loan has no maturity date, (3) the loan is payable only out of excess cash flow generated by the parcels owned by the applicable entity after the payment of all operating expenses and all payments due under the Loan Documents (as such term is defined in the Mortgage), (4) the loan is completely unsecured, (5) the loan is subordinate to the

03 MAY 29 PM 3:40
FILED
SECURITIES
TALAMON & ASSOCIATES
P.A.

secured indebtedness and the lien of the mortgage encumbering the Property currently held by Mortgagee and to be assumed by the Limited Liability Company (the "Mortgage") and (6) the lender under the Qualified Insider Loan executes and delivers to Wells Fargo Bank Minnesota, N.A., as trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass Through Certificates, Series 2001-CK6 ("Mortgagee") a subordination and standstill agreement acceptable to Mortgagee in both form and substance.

- (e) will not make any loans or advances to any third party (including any general partner, principal, member, manager or affiliate of the Limited Liability Company or any guarantor);
- (f) will be solvent and pay its debts from its assets as the same shall become due;
- (g) will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable) and will not, nor will any partner, limited or general or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization or bylaws or operating agreement or regulation, in a manner which adversely affects the Limited Liability Company's or any such partner's, member's or shareholder's existence as a single purpose, single asset "bankruptcy remote" entity;
- (h) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (i) will be and at all times will hold itself out to the public as a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);
- (j) will file its own tax returns;
- (k) will 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;
- (l) will not nor will any shareholder, principal, partner, member, manager or affiliate seek the dissolution or winding up, in whole or in part of the Limited Liability Company;
- (m) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of or any stock or beneficial ownership of any entity;

FILED
03 MAY 29 PM 3:40
TALLAHASSEE, FLORIDA

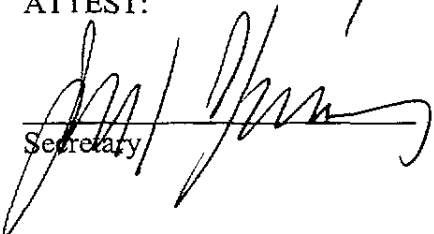
- (n) will not commingle the funds and other assets of the Limited Liability Company with those of any general partner, principal, member, manager or affiliate, or any other person;
- (o) will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (p) will observe all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (q) will not hold itself out to be responsible for the debts or obligations of any other person; and
- (r) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Limited Liability Company, the Limited Liability Company shall not seek a supplemental stay or otherwise pursuant to 11 USC 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Mortgagee to enforce any rights of Mortgagee against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise"

SECOND: The amendment to the Articles of Organization of the Company as set forth herein has been duly authorized by the Members of the Company on May 21, 2003 by unanimous consent;

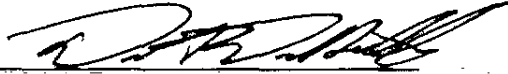
THIRD: The undersigned authorized representative acknowledges these Articles of Amendment to be the act of the Company and as to all matters or facts required to be verified under oath, the undersigned acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

IN WITNESS WHEREOF, the Company has caused these Articles of Amendment to be signed in its name and on its behalf by its authorized representative and attested to by its secretary on this 21st day of May, 2003.

ATTEST:


Secretary

AEM ABMARSCH, LLC


Vice President