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LIMITED LIABILITY AMENDMENT

ROYAL PALM CENTER, L.L.C.

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ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

ROYAL PALM CENTER, L.L.C.,
a Florida limited liability company

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FIRST: The Articles of Organization were filed on February 28, 2005 and assigned document number L05000019776.

SECOND: This amendment is submitted to amend the following:

To add a new ARTICLE V to the Articles of Organization as follows:

ARTICLE V
SINGLE PURPOSE ENTITY PROVISIONS

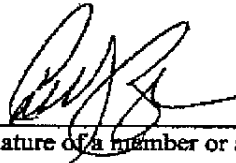
The business and purpose of the Company shall consist solely of the acquisition, ownership, operation and management of the real estate project known as Village Royale Plaza (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith and to enter into a loan assumption transaction ("Loan") with Wells Fargo Bank, N.A. f/k/a Wells Fargo Bank Minnesota, N.A., as Trustee for the Certificateholders of PNC Mortgage Acceptance Corp., Commercial Mortgage Pass-Through Certificates Series 2001-C1 (the "Lender"), in which the Company shall assume a loan held by the Lender in the original principal amount of Seven Million Two Hundred Twenty-five Thousand Dollars (\$7,225,000.00). Further, the Company shall: (a) not engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto; (b) not acquire or own any assets or property other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property; (c) not enter into any contract or agreement with any Guarantor, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Company or Guarantor (an "Affiliate"), 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 any Guarantor or Affiliate; (d) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances and no indebtedness other than the Loan may be secured (subordinate or pari passu) by the Property; (e) not make any loans or advances to any third party, nor to Guarantor, any Affiliate or any constituent

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party of Company; (f) pay its debts from its assets as the same shall become due; (g) do all things necessary, to preserve its existence, and the Company shall not, nor will the company permit Guarantor to amend, modify or otherwise change the Articles of Organization, Operating Agreement or other organizational documents of Company or Guarantor in a manner which would adversely affect the Company's existence as a single-purpose entity; (h) maintain books and records and bank accounts separate from those of its Affiliates and any constituent party of Company, and Company will file its own tax returns; (i) at all times hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate, any constituent party of Company or any Guarantor); (j) preserve and keep in full force and effect its existence, good standing and qualification to do business in the state in which the Property is located; (k) 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) not dissolve or wind up, in whole or in part, and the Company shall not merge with or be consolidated into any other entity; (m) not commingle the funds and other assets of the Company with those of any Affiliate, any Guarantor, any constituent party of Company or any other person; (n) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of Company, Affiliate, Guarantor or any other person; (o) not hold itself out to be responsible for the debts or obligations of any other person (provided, that the foregoing shall not prevent company from being and holding itself responsible for expenses incurred or obligations undertaken by the property manager of the Property in respect of its duties regarding the Property); and (p) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Dated: September 23, 2005.



Signature of a member or authorized representative of a member

CONRAD J. BOYLE

Typed or printed name of signee

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