

L05000075278

2005 SEP 24 A 10:05

(Requestor's Name) TALLAHASSEE FLORIDA

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

(Business Entity Name)

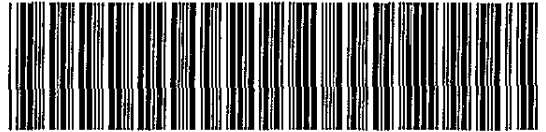
(Document Number)

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**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**FILED**

**SUBJECT:** ALBA CAPITAL ONE, LLC  
(Name of Limited Liability Company)

2015 SEP 24 A 12:05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Michael N. Gomes, Esq.  
(Name of Person)

Michael N. Gomes, P.A.  
(Firm/Company)

2401 E. Atlantic Blvd., Suite 210  
(Address)

Pompano Beach, FL 33062  
(City/State and Zip Code)

For further information concerning this matter, please call:

Michael N. Gomes at ( 954 ) 942-0910  
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

\$25.00 Filing Fee

\$30.00 Filing Fee &  
Certificate of Status

\$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

\$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**Check #17357**

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF**

FILED

2005 SEP 24 A 12:05

**ALBA CAPITAL ONE, LLC**

(Present Name)  
(A Florida Limited Liability Company)

TALAMON COUNTY CLERK  
TALLAHASSEE, FLORIDA

**FIRST:** The Articles of Organization were filed on July 28, 2005 and assigned document number L05000075278

**SECOND:** This amendment is submitted to amend the following:

**ARTICLE V - Purpose:**

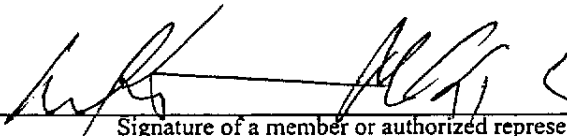
The purpose of the Company shall be solely to acquire, operate and dispose of that real property located at 2560 W. Golf Road, Hoffman Estates, Illinois, and commonly known as Walgreens-Hoffman Estates (IL) (the "Property"). So long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association and its successors and/or assigns (collectively, "Lender"), except upon the express prior written consent of Lender: (i) the foregoing statement of purpose shall not be amended; and (ii) the Company shall not hold or acquire, directly or indirectly, any ownership interest, legal or equitable, in any real or personal property other than the Property, or become a shareholder of or member or partner in any entity which acquires or holds any property other than the Property.

**ARTICLE VI - Anti-Dissolution Provision:**

Notwithstanding anything to the contrary contained in this Operating Agreement and/or Regulations of the Company, the Company and its Members hereby waive their right to dissolve or terminate and waive their right to consent to the dissolution or termination of the Company or this Operating Agreement, and shall not take any action towards that end, so long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association and its successors and/or assigns, collectively, "Lender," except upon the express prior written consent of Lender. Further, the death, retirement, incapacity, insanity, expulsion or resignation, bankruptcy, insolvency, dissolution or other similar proceeding of, or pertaining to, any Member, or any other event or act causing dissolution of the Company pursuant to Florida Statute §608.441 or this Operating Agreement, shall not constitute an event of liquidation, dissolution or termination of the Company or this Operating Agreement, except upon the express prior written consent of Lender. Any amendments

to this provision of Articles I and VI - Purpose, of the Operating Agreement, and Article IX - Amendments, of the Regulations of the Company, shall require the prior written consent of Lender, provided that such consent shall not be required once the Company no longer has any indebtedness or other obligation of any kind whatsoever owing or due Lender. This Article shall cease to be of further force or effect once the Company no longer has any outstanding indebtedness or other obligation of any kind whatsoever owing or due Lender.

Dated September 22, 2005



\_\_\_\_\_  
Signature of a member or authorized representative of a member

Marko Pekic

\_\_\_\_\_  
Typed or printed name of signee

Filing Fee: \$25.00