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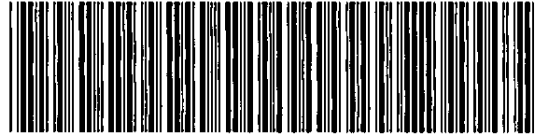
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CAPITAL CONNECTION, INC.

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58 Property Holdings LLC

- ___ Art of Inc. File
- ___ LTD Partnership File
- ___ Foreign Corp. File
- ☒ L.C. File Amend
- ___ Fictitious Name File
- ___ Trade/Service Mark
- ___ Merger File
- ___ Art. of Amend. File
- ___ RA Resignation
- ___ Dissolution / Withdrawal
- ___ Annual Report / Reinstatement
- ☒ Cert. Copy
- ___ Photo Copy
- ___ Certificate of Good Standing
- ___ Certificate of Status
- ___ Certificate of Fictitious Name
- ___ Corp Record Search
- ___ Officer Search
- ___ Fictitious Search
- ___ Fictitious Owner Search
- ___ Vehicle Search
- ___ Driving Record
- ___ UCC 1 or 3 File
- ___ UCC 11 Search
- ___ UCC 11 Retrieval
- ___ Courier

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**ARTICLES OF AMENDMENT TO
ARTICLES OF ORGANIZATION OF
58 PROPERTY HOLDINGS, LLC
(A Florida Limited Liability Company)**

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FIRST: The Articles of Organization of 58 PROPERTY HOLDINGS, LLC, a Florida limited liability company (the "Company") were filed on November 9, 2005 and assigned document number L05000108616.

SECOND: The Managing Member of the Company is 58 PROPERTY HOLDINGS MANAGEMENT, INC., a Florida corporation.

THIRD: This amendment is submitted to include the following article:

1. Article VI – Special Requirements for and Limitations on the Company's Actions.

This Article is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity and to preserve the Company's continued and separate existence. So long as any obligation is outstanding under that certain mortgage executed by HOME TOWER, LLC, a Florida limited liability company and the Company (together "Borrower"), in favor of FIFTH THIRD BANK, an Ohio state bank association (the "Lender"), the following provisions shall apply and govern the Company (and, as applicable, its members and managers), notwithstanding any other provision of these Articles to the contrary:

(a) The purpose of the Company is and shall be solely to acquire, own, manage, lease, finance and operate the property located at 1280 S. Powerline Road, Fort Lauderdale, Florida 33069 (the "Mortgaged Property") and incidental personal property necessary for the ownership, management, leasing, financing and operation of the Mortgaged Property, and to exercise other powers enumerated in the limited liability company act/statutes of the State of Florida (the "Act") necessary or convenient to the conduct, promotion or attainment of the business purpose set forth herein.

(b) Without the unanimous affirmative consent of all of the members and managers (including, without limitation, the managing member), the Company has not and will not (i) file a bankruptcy, insolvency or reorganization petition on behalf of the Company or otherwise institute insolvency proceedings on behalf of the Company or otherwise seek any relief on behalf of the Company under any laws relating to the relief from debts or the protection of debtors generally; (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or all or any portion of the Company's properties; (iii) make any assignment for the benefit of the Company's creditors; or (iv) take any action that might cause the Company to become insolvent.

(c) The Company has not taken and will not take any action requiring the unanimous affirmative consent of one hundred percent (100%) of the members and all managers (including, without limitation, the managing member).

(d) To the fullest extent permitted by law, the Company and its members and managers (including, without limitation, the managing member) shall consider the interests of the Company's creditors in connection with all limited liability company actions.

(e) Without the prior written consent of Lender, the Company will not, amend, modify or otherwise change this Article (except as required by law).

(f) The Company (i) does not and will not engage in any business unrelated to the ownership, management, leasing, financing and operation of the Mortgaged Property, (ii) does not and will not own any asset or property other than the Mortgaged Property and incidental personal property necessary for the ownership, management, leasing, financing and operation of the Mortgaged Property, (iii) to the fullest extent permitted by law, does not and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, in whole or in part, and (iv) except as otherwise expressly permitted by these Articles, does not and will not engage in, seek or consent to any asset sale, transfer of membership interests, or amendment of its operating agreement.

(g) In order to preserve, maintain and protect its separate identity, the Company:

(i) does not and will not fail to correct any known misunderstanding regarding its separate identity;

(ii) does and will identify itself under its own name and does and will hold itself out to the public as a legal entity separate and distinct from any other Person or entity;

(iii) maintains and will maintain its books, records, financial statements, accounting records, bank accounts and other entity documents in its own name and separate from those of any other Person or entity;

(iv) maintains and will maintain its books, records, resolutions and agreements as official records;

(v) conducts and will conduct its business in its own name;

(vi) does not and will not commingle its funds or other assets with those of any other Person or entity;

(vii) holds and will hold its assets in its own name, and maintains and will 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 other Person or entity;

(viii) is and intends to remain solvent and pays and will pay its own debts and liabilities out of its own funds and assets (to the extent of such funds and assets) as the same shall become due;

(ix) files and will file its own tax returns (to the extent required to file any tax returns) and does not and will not file a consolidated federal income tax return with any other Person or entity;

(x) does not and will not assume, guarantee, become obligated for or hold out its credit as being available to satisfy the debts or obligations of any other Person or entity, and does not and will not assume or become obligated for the decisions or actions respecting the daily business or affairs of any other Person or entity;

(xi) does or causes to be done, and will do or will cause to be done, all things necessary to observe all limited liability company formalities and preserve its existence and good standing;

(xii) maintains and will maintain an arms-length relationship with its affiliates;

(xiii) except as permitted under the documents evidencing the loan from Lender to Borrower (the "Loan Documents"), does not and will not enter into any contract or agreement with its members or affiliates except (i) in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arms-length transaction with an unrelated third party and (ii) after first providing advance written disclosure thereof to Lender;

(xiv) does not and will not acquire obligations or securities of its members or any other person or entity;

(xv) allocates and will allocate fairly and reasonably any shared expenses, including, without limitation, shared office space, and maintains and utilizes and will maintain and utilize separate stationery, invoices and checks bearing its own name;

(xvi) except as permitted under the Loan Documents, does not and will not pledge its assets for the benefit of, or otherwise become liable on or in connection with, any obligation of any other person or entity;

(xvii) does not make and will not make loans or advances to any person or entity;

(xviii) does not and will not identify itself or any of its affiliates as a division or part of the other, except for services rendered under a business management services agreement with an affiliate that complies with the terms set forth in clause (xiii) above, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Company;

(xix) has and will have no indebtedness other than Permitted Trade Payables as defined in the Loan Documents;

(xx) pays and will pay the salaries of its own employees from its own funds (to the extent of such funds), and maintains and intends to maintain a sufficient number of employees in light of its contemplated business operations;

(xxi) maintains and intends 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;

(xxii) does not and will not permit any affiliate to have independent access to its bank accounts except for Property Manager in its capacity as an agent of the Company pursuant to and in accordance with the terms of the Property Management Agreement;

(xxiii) causes and will cause its agents and other representatives to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company; and

(xxiv) is and at all times shall be managed by a member of the Company that is a Single Purpose Entity (as defined in the Loan documents) and is a corporation organized under the laws of the state of Florida.

All members and managers of the Company shall cause the Company to do all things necessary to preserve and keep in full force and effect the Company's existence and separateness, including but not limited to compliance with each of the provisions of this Article.

(h) Any indemnification by the Company is and shall be fully subordinated to the Debt (as defined in the Loan Documents) under the Loan Documents and, to the fullest extent permitted by law, will not constitute a claim against the Company in the event that cash flow in excess of the amount required to pay the Debt under the Loan Documents is insufficient to pay such indemnity obligation.

(i) The Company shall continue (and not dissolve) for so long as a solvent managing member exists, and the Company shall dissolve only upon the bankruptcy of the Company's managing member.

(j) The Company shall not and shall have no right, power or authorization to (and none of the Company's members or managers shall have any right, power or authorization to, nor shall any of the Company's members or managers permit the Company to):

(i) consolidate or merge the Company with or into any person or entity, or convey, transfer or lease the properties and assets of the Company substantially as an entirety to any person or entity, or permit any person or entity to consolidate or merge into the Company or convey, transfer or lease its properties and assets substantially as an entirety to the Company;

(ii) to the fullest extent permitted by the Act, dissolve, liquidate or wind-up the Company;

(iii) distribute any asset of the Company other than in the course of the liquidation of the Company;

(iv) incur, create or assume any indebtedness other than as expressly permitted under the Loan Documents; and

(v) engage, directly or indirectly, in any business other than as provided in these Articles.

Effective upon filing.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 2nd day of July, 2007.


Eyal Mehaber, Managing Member

The foregoing instrument was acknowledged before me this 2nd day of July, 2007 by Eyal Mehaber, who is personally known to me.


Notary Public, State of Florida

Printed Name: Myriam K. Louis
My Commission Expires: 3/4/08

