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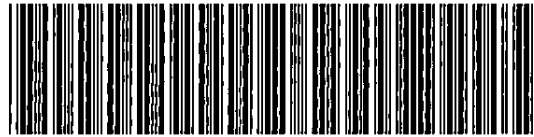
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 851880 4321040

AUTHORIZATION :

COST LIMIT : \$ 25.00

ORDER DATE : April 15, 2007

ORDER TIME : 9:43 AM

ORDER NO. : 851880-005

CUSTOMER NO: 4321040

FILED
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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

DOMESTIC AMENDMENT FILING

NAME: JH-8701 ELK LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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CONTACT PERSON: Kathy Drake -- EXT# 2959

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
FOR JH-8701 ELK LLC
(A Florida Limited Liability Company)**

FIRST: The Articles of Organization were filed on February 28, 2007 and assigned document number LO7000022433.

SECOND: This Amendment is submitted to amend the following:

**ARTICLE VI
Miscellaneous**

1. **Purpose.** The business and purpose of JH-8701 ELK LLC (the "Company") shall consist solely of the acquiring, owning, holding, selling, leasing, transferring, exchanging, operating and managing of the real estate project known as ELKHART CVS, 104 W. Hively Avenue, Elkhart, Indiana, (the "Property"), entering into the \$2,050,000.00 loan (the "Loan") with John Hancock Life Insurance Company (the "Lender"), which Loan is secured by a mortgage recorded against the Property (the "Mortgage") and refinancing the Property in connection with a permitted repayment of the Loan, and such activities as are necessary, incidental or appropriate in connection therewith.

2. **Powers and Duties.**

- (a) Notwithstanding any other provisions of these Articles and so long as any obligations secured by the Mortgage (as defined below) remain outstanding and not discharged in full, without the consent of all members, the Company shall have no authority to take any Bankruptcy Action (as defined in Section 8 below).
- (b) Notwithstanding any other provisions of the Articles and so long as any obligations secured by the Mortgage (as defined below) remain outstanding and not discharged in full, the Company shall not do any of the following:
 - (i) borrow money or incur indebtedness on behalf of the Company other than normal trade accounts payable and lease obligations in the ordinary course of business, or grant consensual liens on the Company's property;
 - (ii) dissolve or liquidate the Company;
 - (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company;

- (iv) enter into any transaction with an affiliate unless such transaction is concluded on an arms length basis and upon commercially reasonable terms;
- (v) amend, modify or alter the Articles; or
- (vi) merge or consolidate with any other entity.

3. **Title to Company Property.** All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's interest in the Company shall be personal property for all purposes.

4. **Separateness/Operations.** The Company shall in the conduct its business and operations:

- (a) maintain books and records and bank accounts separate from those of any other person or entity;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets and maintain its bank accounts separate from any other person or entity;
- (c) hold regular meetings, as appropriate, to conduct the business of the Company, and observe all customary organizational and operational formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any expenses associated with services provided by common employees, office space expenses, and other overhead expenses shared with affiliates and maintain a sufficient number of employees in light of its contemplated business operations;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to commercially reasonable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks bearing its own name;
- (i) not commingle its assets or funds with those of any other person or entity;
- (j) not assume, guarantee, become obligated for, or pay the debts or obligations of any other person or entity;

- (k) pay its own liabilities and expenses out of its own funds drawn on its own bank account;
- (l) not acquire obligations or securities of its members or affiliates;
- (m) not hold out its credit as available to satisfy the obligations of any other person or entity;
- (n) not pledge its assets for the benefit of any other entity or make any loans or advances to any person or entity;
- (o) not buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);
- (p) correct any known misunderstanding regarding its separate identity;
- (q) not identify itself as a division of any other person or entity;
- (r) maintain adequate capital in light of its contemplated business operations; and
- (s) maintain all required qualifications to do business in the state in which the Property is located.

5. Effect of Bankruptcy, Death or Incompetence of a Member. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetence of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any ownership interest in the Company shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member. Upon the transfer of the interest of any Member, the new Member shall deliver a nonconsolidation opinion acceptable to the holder of the Mortgage and any applicable rating agency concerning, as applicable, the Company, the new Member and any other persons or entities deemed necessary by such holder and rating agencies.

6. Transfer of Ownership Interests Aggregating more than 49%. Notwithstanding any other provision of this Articles and any provision of law that otherwise so empowers the Company, and as long as any obligations secured by the Mortgage remain outstanding and not paid in full, the Company shall not transfer or permit to be transferred any direct or indirect ownership interest in the Company such that the transferee, including without limitation its Affiliates and Family Members (as applicable) own, in the aggregate, more than a 49% interest in the Company (or such other interest as specified in the Application or by a rating agency)

unless such transfer is conditioned upon the delivery of a non-consolidation opinion acceptable to the holder of the Mortgage and to any applicable rating agency concerning the Company, the new transferee(s) and/or their respective owners (as applicable).

7. **Amendment of Articles of Organization.** As long as the Mortgage is outstanding, the Company shall not amend these Articles without the consent of the holder of the Mortgage. Without limiting the foregoing, the Company shall not amend these Articles after the securitization of the Mortgage, unless it receives confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating.

8. **Definitions.** For purpose of the Articles:

- (a) **"Affiliate"** shall mean any person or entity (i) which owns beneficially, directly or indirectly, any outstanding shares of a Member's stock or any membership interest in the Company, or (ii) which controls or is under common control with a Member or the Company. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.
- (b) **"Bankruptcy Action"** means:
 - A. Taking any action that might cause the Company to become insolvent;
 - B. (i) Commencing any case, proceeding or other action on behalf of the Company under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors;
 - (ii) Instituting proceedings to have the Company adjudicated as bankrupt or insolvent;
 - (iii) Consenting to the institution of bankruptcy or insolvency proceedings against the Company;
 - (iv) Filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Company of its debts under any federal or state law relating to bankruptcy;
 - (v) Seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or a substantial portion of its properties;

(vi) Making any assignment for the benefit of creditors of the Company; or

(vii) Taking any action or causing the Company to take any action in furtherance of any of the foregoing.

- (c) "Family Member" shall mean an individual's immediate family members (spouse, brothers and sisters (whether by the whole or half blood), and ancestors or lineal descendants by birth or adoption) and/or any (i) trusts for the benefit of any immediate family member, (ii) partnership in which an immediate family member is a general partner, (iii) limited liability partnership in which an immediate family member is a general partner, (iv) limited liability company in which an immediate family member is a managing member, or (v) corporation in which an immediate family member is an officer, director, or controlling (as defined below) shareholder.

Dated this 13th day of APRIL, 2007.

8701 South Cicero LLC, an Illinois Limited Liability Company

By: Marilynn J. Tansey
Marilynn J. Tansey, its Manager