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Please reply to **WESTON** office

February 6, 2007

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
CLIFTON BUILDING
2661 EXECUTIVE CENTER CIRCLE
TALLAHASSEE, FL 32301

RE: CALIFORNIA FINANCIAL, LLC, a Florida limited liability company

Dear Sir/Madam:

Enclosed please find Articles of Amendment of CALIFORNIA FINANCIAL, LLC, together with this law firm's check in the amount of \$25.00, covering filing thereof.

Upon filing of the enclosed, please forward the acknowledgment copy(ies) of same to the attention of the undersigned.

Should you have any questions with regard to the foregoing, or should you require anything further at this time, please do not hesitate to contact me.

Very Truly Yours,



Merlyn Kallicheran
Legal Assistant

Enclosures

VIA UPS NEXT DAY AIR

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**ARTICLES OF AMENDMENT OF
CALIFORNIA FINANCIAL, LLC**

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TALLAHASSEE, FLORIDA

The Articles of Organization of California Financial, LLC, are hereby amended on this 22 day of January, 2007, to include the following:

1. The THIRD paragraph is hereby modified as follows::

The purpose of the Limited Liability Company shall be solely to acquire, operate and dispose of the real property described in the attached Exhibit "A", commonly known as Silver Pines Shopping Center, in Orlando, Florida (the "Property"). So long as the Limited Liability Company is obligated on any indebtedness or obligations of any kind whatsoever to Lender, except upon the express prior written consent of LaSalle Bank, National Association, a national banking association (and its successors and/or assigns, collectively, "Lender"): (i) the foregoing statement or purpose shall not be amended; and (ii) the Limited Liability 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.

2. The following is hereby added as item number "NINE" to the Articles of Organization:

Notwithstanding anything to the contrary contained in the Articles of Organization, the Limited Liability 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 Limited Liability Company, the Articles of Organization, or the Operating Agreement, and shall not take any action towards that end, so long as the Limited Liability Company is obligated on any indebtedness or obligations of any kind whatsoever to 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 Limited Liability Company or pursuant to the Articles of Organization or the Operating Agreement, shall not constitute an event of liquidation, dissolution or termination of the Limited Liability Company, the Articles of Organization or the Operating Agreement, except upon the express prior written consent of Lender. Any amendment to this provision of the Articles of Organization, shall require prior written consent of Lender, provided that such consent shall not be required once the Limited Liability Company no longer has any indebtedness or other obligation of any kind whatsoever owing or due Lender. This paragraph/section/article shall cease to be of further force or effect once the Limited Liability Company no longer has any indebtedness or other obligation of any kind whatsoever owing or due Lender

IN WITNESS WHEREOF, the Member and Manager have executed this Agreement on the date first above written.

Member:



MICHAL GREENBOIM



ABRAHAM GREENBOIM

Manager:



ABRAHAM GREENBOIM

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