

L020000/9920

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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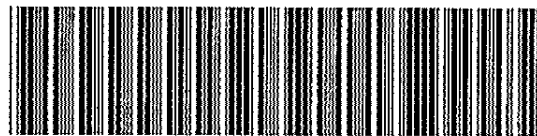
(Business Entity Name)

(Document Number)

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

J. BRYAN FEB - 1 2005

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: THE CREEK, LLC

(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to the following:

Daniel S. Mandel, Esq.

(Name of Person)

Mandel, Weisman, Heimberg & Brodie, P.A.

(Firm/Company)

2101 Corporate Blvd., Suite 300

(Address)

Boca Raton, FL 33431

(City/State and Zip Code)

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TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

Daniel S. Mandel, Esq.

(Name of Person)

at (561)

989-0300

(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)

STREET ADDRESS:

Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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

THE CREEK, LLC

(Present Name)
(A Florida Limited Liability Company)

FIRST: The Articles of Organization were filed on August 5, 2002 and assigned document number L02000019920.

SECOND: The following amendment(s) to the Articles of Organization was/were adopted by the limited liability company:

Banana Bungalow Miami Beach, Inc., a Florida corporation, has acquired all outstanding membership certificates of The Creek, LLC pursuant to an Order, a copy of which is attached hereto as Exhibit "A" and made a part hereof. Banana Bungalow Miami Beach, Inc. is now the manager and sole member of The Creek, LLC. Banana Bungalow Miami Beach, Inc.'s address is as follows:

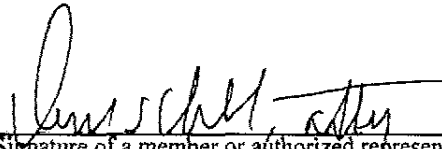
Banana Bungalow Miami Beach, Inc.
6711 Forest Lawn Drive
Suite 209
Los Angeles, CA 90068

DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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Dated January 20, 2005



Signature of a member or authorized representative of a member

Daniel S. Mandel, Esq.

Typed or printed name of signee

Filing Fee: \$25.00

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN
AND FOR MIAMI-DADE COUNTY,
FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 04-19883 CA 02

BANANA BUNGALOW MIAMI BEACH, INC., a Florida
corporation,

Plaintiff,

vs.

THE CREEK, LLC, an involuntarily dissolved Florida
Limited Liability Company and KENNETH JAY FIELDS,
Individually, and all unknown parties claiming by, through
under or against the named defendants, whether living or not,
and whether said unknown parties claim as heirs, devisees,
grantees, assignees, lienors, creditors, trustees, or in any
other capacity claiming by, through, under or against the
named defendants,

Defendants.

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TALLAHASSEE, FLORIDA

**ORDER ON PLAINTIFF'S EMERGENCY MOTION TO COMPEL COMPLIANCE
WITH PLEDGE AND SECURITY AGREEMENT AND/OR IN THE ALTERNATIVE
COMPEL THE PAYMENT OF RENTS**

THIS CAUSE, having come before the Court upon proper Notice upon Plaintiff's Emergency Motion to Compel Compliance with Pledge and Security Agreement and/or in the Alternative Compel the Payment of Rents, and the Court having reviewed the file and the Emergency Motion, having heard argument of counsel for the Plaintiff and being otherwise duly advised in the premises, the Court makes the following findings, that:

1. Pursuant to and in conjunction with a commercial loan transaction on September 5, 2002 where Defendants executed and delivered to Plaintiff Loan Documents, as more fully described



in Plaintiff's Complaint filed herein, to repay and to secure repayment of a purchase money loan obligation in the original principal amount of \$1,866,250.00.

2. In addition to the Loan Documents referenced in Plaintiff's Complaint, Defendant KENNETH JAY FIELDS, executed and delivered to Plaintiff a Pledge and Security Agreement dated September 5, 2002 ("Membership Pledge"), a copy of which is attached to Plaintiff's Emergency Motion to Compel Compliance with Pledge and Security Agreement and/or in the Alternative Compel Payment of Rents, as Exhibit "C" therein (the "Pledge Motion").

3. Defendants defaulted under the Loan Documents by, *inter alia*, failing to make payments due on the Note obligation on August 5, 2004 and all subsequent payments.

4. As of result of defaults under the Loan Documents, on or about September 17, 2004, Plaintiff commenced the subject action by the filing of a Complaint for Foreclosure and other relief ("Complaint").

5. Defendants, THE CREEK, LLC and KENNETH JAY FIELDS were duly served with process in this cause on September 27, 2004 and October 13, 2004, respectively. Having failed to file any paper or pleading in response to the Complaint, the Clerk of Court entered a Default against THE CREEK, LLC and KENNETH JAY FIELDS on October 29, 2004 and November 17, 2004, respectively.

6. On November 29, 2004, the Court entered a Partial Default Final Judgment of Foreclosure which scheduled a judicial sale of the leasehold estate of THE CREEK, LLC for January 20, 2005.

7. Plaintiff's Pledge Motion seeks remedies provided for by law and those additional remedies provided for in the Membership Pledge.

8. The default under the Loan Documents for which this Court entered the Partial Default Final Judgment of Foreclosure is also an Event of Default under the Membership Pledge.

Based upon the foregoing findings, it is

ORDERS AND ADJUDGED that the said Emergency Motion to Compel Compliance with Pledge and Security Agreement and/or in the Alternative Compel the Payment of Rents be and the same is hereby GRANTED as follows:

A. Pursuant to the Membership Pledge, Plaintiff shall be vested with all of the right, title and interest of KENNETH JAY FIELDS in THE CREEK, LLC and that the books and records of THE CREEK, LLC shall reflect or be deemed to reflect BANANA BUNGALOW MIAMI BEACH, INC. as the successor Member in the stead of Defendant KENNETH JAY FIELDS, and as a successor member shall have all rights and privileges as the sole member of THE CREEK, LLC as provided for by the Articles of Organization of THE CREEK, LLC, the Operating Agreement of THE CREEK, LLC and as provided under Chapter 608 of the Florida Statutes; and

B. The alternative relief seeking to compel payment of rents is denied without prejudice as same was voluntarily withdrawn by Plaintiff at hearing, and

C. The Court shall retain jurisdiction to issue subsequent orders respecting any matters associated with the transfer of Defendant KENNETH JAY FIELDS right, title and interest in THE CREEK, LLC or a resolution of disputes respecting same.

DONE AND ORDERED in Chambers, Miami, Miami-Dade County, Florida this 9th day of December 2004.

CONFIRMED COPY
DEC 09 2004
RONALD M. FRIEDMAN
Circuit Court Judge
CIRCUIT COURT JUDGE

Copies Furnished To:
Daniel S. Mandel, Esq.
Mr. Kenneth Jay Fields
The Creek, LLC