



L02000020065

ACCOUNT NO. : 072100000032

REFERENCE : 752975 118517A

AUTHORIZATION :

*Patricia Pujols*

COST LIMIT : \$ 55.00

FILED  
2002 SEP 20 PM 1:35  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

ORDER DATE : September 20, 2002

ORDER TIME : 1:24 PM

ORDER NO. : 752975-005

CUSTOMER NO: 118517A

CUSTOMER: Robert W. Bivins, Esq  
Fuller Holsonback Bivins &  
100 N. Tampa Street  
Suite 2650  
Tampa, FL 33602-5860

RECEIVED  
02 SEP 20 PM 2:35  
TALLAHASSEE, FLORIDA

DOMESTIC AMENDMENT FILING

NAME: STARLITE SHOPPING CENTER, LLC

EFFECTIVE DATE:

500007901185--9

XX\_\_ ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX\_\_ CERTIFIED COPY

CONTACT PERSON: Ginger Simmons -- EXT# 1139

EXAMINER'S INITIALS: \_\_\_\_\_

J. BRYAN SEP 25 2002

**FIRST ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF  
STARLITE SHOPPING CENTER, LLC**

FILED  
2002 SEP 20 PM 1:35  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

Pursuant to Section 608.411 of the Florida Limited Liability Company Act, **STARLITE SHOPPING CENTER, LLC**, hereby adopts these First Articles of Amendment to Articles of Organization as of the date this Amendment is accepted for filing with the Florida Department of State:

- FIRST:** The name of the company is Starlite Shopping Center, LLC (the "Company").
- SECOND:** The Company's Articles of Organization were originally filed on August 7, 2002 (the "Articles").
- THIRD:** The Company's Articles are amended to add the following as Article V:

1. During the term of the Loan (as defined in paragraph 2 below), the Company shall not own any asset other than the real property described in **EXHIBIT A** annexed hereto (the "Property") or personal property relating to the Property or its operation or maintenance.

2. For so long as the loan from MB VENTURE, LTD., a Florida limited partnership, its successors and/or assigns or any other lender designated by MB Venture in connection with a 1031 tax deferred exchange transaction involving the Property (the "Lender"), to the Company in the approximate amount of \$2,850,000.00 (such loan, as modified, amended, or extended, the "Loan") shall remain in existence and unpaid, the Company shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan and other than unsecured debt incurred in the ordinary course of business, without the Lender's prior consent.

3. During the term of the Loan, unless agreed to the contrary in writing by Lender and the Company, the office through which the business of the Company will be conducted shall be separate and apart from that of any members, subsidiaries or affiliates of the Company;

4. The Company shall not engage in any businesses other than those necessary for the ownership, management or operation of the Property and any business transactions with any member or affiliate of the Company or any affiliate of any member of the Company shall be entered into upon the terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate of the Company or any member or an affiliate of any member of the Company.

5. For so long as the Loan is outstanding, the Company shall not make any loans or advances to any third party (including any affiliate of the Company or any member or principal or an affiliate of any member or principal of the Company) without the Lender's prior written approval.

6. The Company shall be solvent and pay its liabilities from its assets as the same shall become due, and the managing member of the Company shall be solvent and pay its liabilities from its assets as the same shall become due.

FILED  
2002 SEP 20 PM 1:35  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

7. The Company shall conduct and operate its business as presently conducted and operated.
8. The Company shall maintain books and records and bank accounts separate from those of its affiliates, including its members.
9. The Company shall be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate thereof, including any member or any affiliate of any member of the Company).
10. The Company shall file its own tax returns.
11. The Company shall maintain adequate capital for normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.
12. For so long as the Loan remains outstanding, the Company shall not seek or consent to the dissolution or winding up, in whole or in part, of the Company nor shall the Company permit the managing member of the Company to consent to the dissolution or liquidation in whole or in part of the Company. In the event of a dissolution of the Company effected by the withdrawal or addition of a member, the Company shall continue its existence, unless the members, unanimously vote to dissolve the Company. In the event of any dissolution of the Company, the Company shall not liquidate its interest in the Property without the prior written consent of Lender.
13. For so long as the Loan remains outstanding, the Company shall not consolidate with or merge into any other entity or convey, transfer or lease its properties and assets substantially as an entirety to any entity, or permit any entity to merge into it or convey, transfer or lease its properties and assets substantially as an entirety to it.
14. The Company shall not commingle the funds and other assets of the Company with those of any member of the Company, any affiliate of a member of the Company or any other person.
15. As long as the Loan remains outstanding, the Company shall not amend the foregoing provisions of this Amendment.
16. To the extent of any inconsistency between the provisions of the Articles and this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date this Amendment is accepted for filing with the Florida Department of State.

SOLE MANAGING MEMBER

By

FREDERIC C. STRECK, Individually

**ADDITIONAL MEMBERS**

**FREDERIC C. STRECK IRREVOCABLE  
CHILDREN'S TRUST U/A Dated June 20, 2002**

By: 

Frederic C. Streck, Trustee

rwbstreck@amcadart.org

FILED  
2002 SEP 20 PM 1:35  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA