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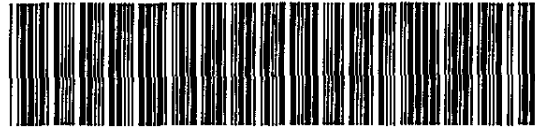
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AT

LOTT & LEVINE  
ATTORNEYS AT LAW

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GEORGE J. LOTT  
MICHAEL D. LEVINE (1953-1993)

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May 27, 2003

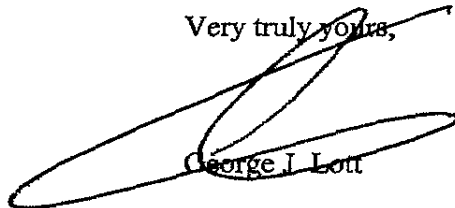
Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 33314

Re: 6950 Cypress, LLC

To whom it may concern:

Please file the enclosed Amended And Restated Articles Of Organization and provide my office with a certified copy. A check in the amount of \$55.00 is enclosed which represents the fees for filing the Amended Articles and for the certified copy.

Very truly yours,



George J. Lott

GJL:eb  
Enclosures

AMENDED AND RESTATED ARTICLES  
OF ORGANIZATION OF 6950 CYPRESS, LLC

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.411, Florida Statutes, the undersigned Limited Liability Company hereby amends and restates its Articles of Incorporation.

ARTICLE I

The name of the Limited Liability Company is 6950 CPRESSS, LLC.

ARTICLE II

The street address of the principal office of the Limited Liability Company is:

4140 Battersea Road  
Coconut Grove, FL 33133

The street address of the principal office of the Limited Liability Company is:

4140 Battersea Road  
Coconut Grove, FL 33133

ARTICLE III

The period of duration of the Limited Liability Company is perpetual unless otherwise terminated as provided in the Operating Agreement of the Limited Liability Company.

ARTICLE IV

A member (including the Member's Trustee, Guardian or Personal representative) may transfer his interest in the Company to another person without the consent of the other Members. The transferee shall be entitled to receive the share of profits, losses, and Cash Flow or other compensation by way of income and the return of contributions to which the transferor otherwise would be entitled, and shall have the right to participate in

the management of the business and affairs of the Company. "Transfer" shall include a testamentary disposition of the Members interest.

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#### ARTICLE V

If the Company is dissolved, the owners of a majority in interest of the remaining Members may elect to reconstitute and continue the Company as a successor Company upon the same conditions as are set forth in this Agreement. Any such election to continue the Company will not result in the creation of a new Company among the remaining Members, nor will such election require the amendment of this Agreement or the execution of an amended Agreement.

#### ARTICLE VI

The Limited Liability Company shall be managed by the operating managers whose names and addresses are as follows:

Murry Cohen  
4140 Battersea Road  
Coconut Grove, FL 33133

Michael w. Kirshon  
7700 W. Camino Real  
Boca Raton, FL 33433

Richard H. Harris  
6400 North Andrews Avenue  
Suite 320  
Ft. Lauderdale, FL 33309

Said persons shall serve as the operating managers of the Limited Company until the first annual meeting of members or until their successors are elected and qualified.

ARTICLE VII

The name and Florida street address of the registered agent is:

Murry Cohen  
4140 Battersea Road  
Coconut Grove, FL 33133

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Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

ARTICLE VIII

The Limited Liability Company has entered into and received certain financing (the "financing") from Column Financial, Inc. (together with its successors and assigns, the "Lender"), which financing will be secured by a first mortgage lien on certain real and other property located at Units 101, 102, 104, 201, 202, 203, 204, 205, and 301, TRANSFLORIDA BANK EXECUTIVE CENTER, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 16735, at Page 0198, of the Public Records of Miami-Dade County, Florida, also known as 6950 Cypress Road, Plantation, Fl (the "Property"). With respect to the Financing and the Property the Limited Liability Company:

(a) does not own and will not own any encumbered asset other than (i) the Property; and (ii) incidental personal property necessary for the operation of the

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Property;

(b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;

(c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the Limited Liability Company or any affiliate of any such general partner, principal or member of the Limited Liability Company, except upon 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;

(d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent ( including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;

(e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Limited Liability Company), or any guarantor;

(f) is and will be solvent and pay its debts from its assets as the same shall become due;

(g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws

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or operating agreement or regulations, in a manner which adversely affects the corporation's, or any such partner's, member's or shareholder's existence as a single purpose, single asset "bankruptcy remote" entity.

- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will be, and at all times will hold itself out to the public as a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);
- (k) will file its own tax returns;
- (l) will maintain adequate capital for the normal obligations reasonable in a business of its size and character in light of its contemplated business operations;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Limited Liability Company;
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (o) will not commingle the funds and other assets of the Limited Liability Company with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will maintain its assets in such a manner that is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;

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(q) has, and any general partner or operating member of the Limited Liability Company has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;

(r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and

(s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Limited Liability Company, the Limited Liability Company shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.



IN WITNESS WHEREOF, the undersigned Member of the Limited Liability  
Company has signed his name to these Amended and Restated Articles of Organization  
of 6950 Cypress, LLC, this 23 day of May, 2003.

  
MURRY COHEN

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