

W03000013131

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

W03-13131

(Document Number)

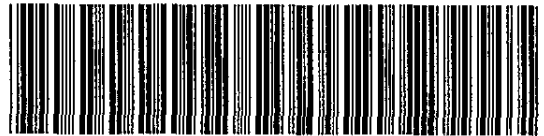
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

3/24

amend

Office Use Only



500068301245

03/24/06--01022--013 **25.00

M. HODGES

JAMES S. CARIS, P.A.

ATTORNEY AT LAW

4340 SHERIDAN STREET
SECOND FLOOR
HOLLYWOOD, FLORIDA 33021

(954) 920-9526
FAX (954) 925-0346

March 13, 2006

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

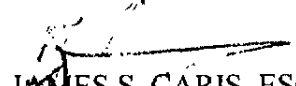
RE: ROSEWOOD SHOPPES, L.L.C..
Amendment to Articles of Organization

Dear Sir/Mamdam:

Please find enclosed an original Amendment to the Articles of Organization and one copy for the above-referenced Limited Liability Company, along with my check in the amount of twenty-five dollars (\$25.00), to cover the cost of filing fee.

Thank you for your time and attention to this matter. If you should have any questions please contact me.

Very truly yours,


JAMES S. CARIS, ESQ.

Encls.
cc:file

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
ROSEWOOD SHOPPES, L.L.C.

FIRST: The date of filing the articles of organization was April 8, 2003

SECOND: The following Amendment to the Articles of Organization is adopted by the limited liability company:

Covenants with Respect to Indebtedness; Operations; and Fundamental Changes of the Rosewood Shoppes, L.L.C. The Rosewood Shoppes, L.L.C. has entered into and received certain financing (the "Financing" from Column Financial, Inc, (together with its successors and assigns, the "Lender"), which Financing is secured by a first mortgage lien on certain real property and other property located at 1719-1773 West Fletcher Avenue, Tampa, FL 33612 (the "Property"). With respect to the Financing and the Property, Rosewood Shoppes, L.L.C.:

- (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 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, principle, member or affiliate of Rosewood Shoppes, L.L.C. or an affiliate of any such general partner, principle or member of Rosewood Shoppes, L.L.C. except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm-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 Rosewood Shoppes, L.L.C., or guarantor);
- (f) is and will be solvent and pay its debts from its asset 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 limited liability company formalities and will not, nor will any member amend, modify or otherwise change its Articles of Organization, or Operating Agreement or regulations, in a manner which adversely affects the Rosewood Shoppes, L.L.C., or any such member'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 reasonably foreseeable in a business of its size and character and 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 Rosewood Shoppes, L.L.C.
- (n) will not enter into any transaction or 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 Rosewood Shoppes, L.L.C. 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 it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;

- (q) has, and any operating member of Rosewood Shoppes, L.L.C. 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 Rosewood Shoppes, L.L.C, said Rosewood Shoppes, L.L.C. shall not seek a supplementary 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.

Dated: February 7, 2006



BY: ROBERT PRESTON, MANAGING MEMBER