

LO3000018045

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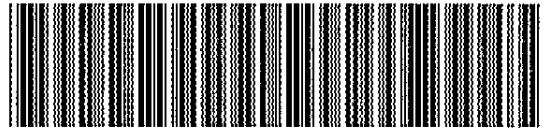
(Business Entity Name)

(Document Number)

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CORPORATIONS  
FLORIDA

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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 123255 11216A

AUTHORIZATION :

COST LIMIT : \$ PPD

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ORDER DATE : June 9, 2003

ORDER TIME : 11:37 AM

ORDER NO. : 123255-005

CUSTOMER NO: 11216A

CUSTOMER: Fred B. Share, Esq  
Fred B. Share, P.a.  
1092 Ridgewood Avenue

Holly Hill, FL 32117  
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DOMESTIC AMENDMENT FILING

NAME: HENDRY PROPERTIES LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Sara Lea -- EXT# 1114

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

FILED  
JUN 10 2003  
FBI - ALABAMA

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

HENDRY PROPERTIES LLC

(Present Name)

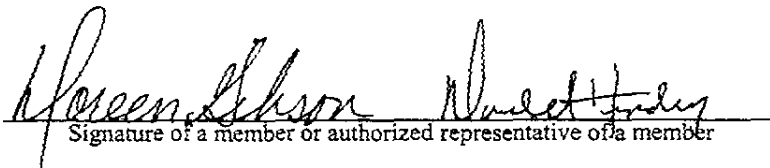
(A Florida Limited Liability Company)

**FIRST:** The date of filing of the articles of organization was May 19, 2003

**SECOND:** The following amendment(s) to the articles of organization was/were adopted by the limited liability company:

See Attached

Dated June 6, 2003

  
Signature of a member or authorized representative of a member

Doreen Gibson, a/k/a Doreen Hendry and Donald Hendry  
Typed or printed name of signee

Filing Fee: \$25.00

FILED  
JUN 10 2003  
CLERK OF CIRCUIT COURT  
JULY 10 2003

Article II is hereby amended to read as follows:

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

3303 Vista Palm Drive,  
Edgewater, FL 32141

The mailing address of the Limited Liability Company is:

3303 Vista Palm Drive  
Edgewater, FL 32141

**Article III Is hereby amended to read as follows:**

The purpose for which this Limited Liability Company is organized is:

*a single purpose entity to operate the business of owning, managing and operating the real property located at 121 West Marion Avenue, Edgewater, FL 32132 and to do any an all things necessary, convenient, or incidental to that purpose, including the eventual sale thereof.*

Article V Is hereby amended to read as follows

The name and address of the managing member is:

Title: MGRM  
Doreen Gibson, a/k/a Doreen Hendry  
3303 Vista Palm Drive  
Edgewater, FL 32141

Article VII

Covenants with Respect to Indebtedness; Operations and Fundamental Changes of the Limited Liability Company . 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 is secured by a first mortgage lien on certain real and other property located at 121 West Marion, Edgewater, FL 32132 (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 Property;

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

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DECEMBER 16 PM 3:21  
CLERK OF DISTRICT COURT  
JANUARY 16 PM 3:21  
CLERK OF DISTRICT COURT

©) 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 or operating agreement or regulations, in a manner which adversely affects the Limited Liability Company's, or any such partners, member's or shareholders 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 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;

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JUN 10 2009  
U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

(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 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 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.

Doreen Gibson, a/k/a Doreen Hendry

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