

W03000022514

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From: Account Name : FAS-T CORP. AGENTS, INC.
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LIMITED LIABILITY AMENDMENT

MIRAMAR PARKWAY PLAZA, LLC

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

July 18, 2003

MIRAMAR PARKWAY PLAZA, LLC
2899 WEST 2ND AVENUE
HTALEAH, FL 33010

SUBJECT: MIRAMAR PARKWAY PLAZA, LLC
REF: L03000022514

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

You failed to make the correction(s) requested in our previous letter.

A statement that the document was duly executed and filed in accordance with section 608.411, Florida Statutes, must be contained in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6025.

Trevor Brumbley
Document Specialist

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AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF

MIRAMAR PARKWAY PLAZA, LLC

The undersigned, for the purpose of amending and restating the Articles of Organization of the limited liability company entitled MIRAMAR PARKWAY PLAZA, LLC, organized under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby makes, acknowledges, and files the following Amended and Restated Articles of Organization for MIRAMAR PARKWAY PLAZA, LLC. These Amended and Restated Articles of Organization were duly executed and are being filed in accordance with section 608.411 of the Florida Statutes.

The below stated provisions are hereby filed to Amend the previously filed Articles of Organization of MIRAMAR PARKWAY PLAZA, LLC and the previously filed Articles are now hereby amended by the addition or replacement of the following articles:

1. Article 3 of the original Articles of Organization entitled Purposes is hereby amended to now read as follows:

Article 3 - Purpose

Notwithstanding any provision hereof to the contrary, the following shall govern:

- a.) The limited liability company's purpose shall be limited to owning and operating the real property located at 3100-3372 South University Drive Miramar, Florida.
- b.) The nature of the business and of the purposes to be conducted and promoted by the limited liability company, is to engage solely in the following activities:
 1. To acquire from DIM Parkway, Limited Partnership, certain parcels of real estate, together with all improvements located thereon, in County of Broward, City of Miramar, State of Florida (the "Property") located at 3100-3372 South University Drive Miramar, Florida (hereinafter the "Property").
 2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.
 3. To exercise all powers enumerated in the Limited Liability Company Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein."

2. The following paragraphs are hereby added to the originally filed Articles of

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Organization by the addition of the following new Articles, to wit:

Article 13 - Prohibited Activities:

Notwithstanding any provision hereof to the contrary, the following shall govern:

The limited liability company shall be prohibited, except in certain circumstances from engaging in certain activities, including various types of insolvency proceedings, dissolution, liquidation, consolidation, merger, sale of all or substantially all of the limited liability company's assets, transfer of limited liability company interests, incurrence of additional debt and amendment of the articles of organization as follows:

The limited liability company shall only incur indebtedness in an amount necessary to acquire, operate, and maintain the Property.

For so long as any mortgage lien in favor of Wachovia Bank National Association as Master Servicer on behalf of Wells Fargo Bank Minnesota NA as Trustee for the benefit of the Certificate Holders of Commercial Mortgage Pass Through Certificates Series JPMC 2002-C2, or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the limited liability company shall not incur, assume, or guaranty any other indebtedness. The limited liability company shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity. For so long as the First Mortgage exists on any portion of the Property, the limited liability company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the members of the limited liability company. Subsequent to the date of this amendment, for so long as the First Mortgage exists on any portion of the Property, no material amendment to these articles of organization may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

Article 14 - Indemnification of Members:

Notwithstanding any provision hereof to the contrary, the following shall govern:

Any indemnification of the limited liability company's members shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the limited liability company in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

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Article 15 - Separateness Covenants:

Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as the First Mortgage exists in favor of Wachovia Bank National Association as Master Servicer on behalf of Wells Fargo Bank Minnesota NA as Trustee for the benefit of the Certificate Holders of Commercial Mortgage Pass Through Certificates Series JPMC 2002-C2 on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of organization, the limited liability company shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its members or affiliates and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain records and books of account separate from those of any member or affiliate.
3. It shall observe all limited liability company formalities.
4. It shall not commingle assets with those of any member or affiliate.
5. It shall conduct its own business in its own name.
6. It shall maintain financial statements separate from any member or affiliate.
7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any member or affiliate.
8. It shall maintain an arm's length relationship with any member or affiliate.
9. It shall not guarantee or become obligated for the debts of any other entity, including any member or affiliate, or hold out its credit as being available to satisfy the obligations of others.
10. It shall use stationary, invoices and checks separate from any member or affiliate.
11. It shall not pledge its assets for the benefit of any other entity, including any member or affiliate.
12. It shall hold itself out as an entity separate from any member or affiliate.

For purpose of this Article 15, the following terms shall have the following meanings:

Affiliate means any person controlling or controlled by or under common control with the limited liability company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the

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limited liability company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this limited liability company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

Article 16 - Dissolution:

Notwithstanding any provision hereof to the contrary, the following shall govern:

To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the existence of the limited liability company. If such vote is not obtained, for so long as the First Mortgage in favor of Wachovia Bank National Association as Master Servicer on behalf of Wells Fargo Bank Minnesota NA as Trustee for the benefit of the Certificate Holders of Commercial Mortgage Pass Through Certificates Series JPMC 2002-C2, exists on any portion of the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the First Mortgage has been paid in full or otherwise completely discharged.

Article 17 - Voting:

Notwithstanding any provision hereof to the contrary, the following shall govern:

When acting on matters subject to the vote of the members, notwithstanding that the limited liability company is not then insolvent, the members and the outside member shall take into account the interest of the limited liability company's creditors, as well as those of the members.

In all other respects except as stated hereinabove the original Articles of Organization of Miramar Parkway Plaza, LLC remain as filed and in full force and effect.

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JAN 11 2011

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17th day of July, 2003 by Honorinda Ventura, as Sole Managing Member of Nora Investments, LLC (X) who is personally known to me or () who has produced _____ as identification and who did (did not) take an oath.

Ana G. Rodriguez
Notary Public, State of Florida
ANA G. Rodriguez

My commission expires:



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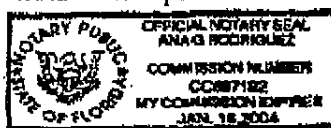
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17th day of July, 2003 by Nilo Ventura, Sr., as Sole Managing Member of N & H Investments, LLC (X) who is personally known to me or () who has produced _____ as identification and who did (did not) take an oath.

Ana G. Rodriguez
Notary Public, State of Florida
ANA G. Rodriguez

My commission expires:



IN WITNESS WHEREOF, the parties hereto have executed these Articles of Organization
this 17th day of July, 2003.

COURTYARD APARTMENTS, CORP.

By: [Signature]
Nilo Ventura, Jr. - President

NORA INVESTMENTS, LLC

By: [Signature]
Honorinda Ventura - Sole Managing Member

N & H INVESTMENTS, LLC

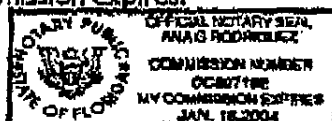
By: [Signature]
Nilo Ventura, Sr. - Sole Managing Member

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17th day of July, 2003 by
Nilo Ventura, Jr., as President of Courtyard Apartments Corp., (X) who is personally known to
me or () who has produced _____, as identification and who did (did not)
take an oath.

My commission expires:



[Signature]
Notary Public, State of Florida
ANA G. RODRIGUEZ