

L04000003306

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

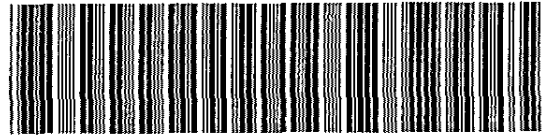
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300042256343

RECEIVED
CLERK OF STATE
TALLAHASSEE, FLORIDA

NOV 24 PM 2:30

FILED

L04-3306
R



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 993463 4306827

AUTHORIZATION :

COST LIMIT :

Patricia Piquero
60.60

ORDER DATE : November 24, 2004

ORDER TIME : 11:13 AM

ORDER NO. : 993463-025

CUSTOMER NO: 4306827

CUSTOMER: David Weisman, Esq.
Abrams Anton, P.a.
2021 Tyler Street

Hollywood, FL 33022

DOMESTIC AMENDMENT FILING

NAME: 6400 BUILDING, LLC

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Troy Todd -- EXT# 2940

EXAMINER'S INITIALS: _____

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

04 NOV 2004 PM 2:30

FILED

This instrument was prepared by:
DAVID WEISMAN
Abrams Anton P.A.
Post Office Box 229010
2021 Tyler Street
Hollywood, FL 33022-9010

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
6400 BUILDING, LLC**

THE UNDERSIGNED, pursuant to the provisions of Chapter 608.411 (3) of the Florida Statutes, hereby amend and restates the Articles of Organization of 6400 Building, LLC (the "Company") as follows:

1. **NAME** The name of the Company is:

6400 BUILDING, LLC

2. **PERIOD OF DURATION** In accordance with Section 608.409(1) of the Florida Limited Liability Company Act ("Act"), the term of existence shall begin the date these Articles are filed and its duration shall be perpetual, unless otherwise dissolved or terminated by the unanimous written agreement of all members or pursuant to an event described in paragraph 7 of these Articles of Organization.

3. **PURPOSE** The purpose for which the Company is organized is solely limited to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the property known as 6400 Building located at 6400 N. Andrews Avenue, Ft. Lauderdale, FL 33309 (referred to herein as the "Property"), (ii) entering into loan documents with Artesia Mortgage Capital Corporation (the "Lender")

including but not limited to the execution of a first priority mortgage in favor of Lender (the "Security Instrument"), (iii) refinancing the subject property in connection with a permitted repayment of Lender's loan, and (iv) transacting any and all lawful business permitted by the laws of the State of Florida, necessary and appropriate to accomplish the foregoing. The Company shall have all of the powers vested in a Limited Liability Company organized and existing by virtue of such laws.

4. **MAILING AND STREET ADDRESS OF COMPANY**

The mailing and street address of the place of business in Florida for the Company is: **6400 N. Andrews Avenue, Suite 500, Ft. Lauderdale, FL 33309**

5. **REGISTERED AGENT AND ADDRESS** The name and address of the initial registered agent in Florida for the Company is: **Jeffrey M. Rosenberg, 6400 N. Andrews Avenue, Suite 500, Ft. Lauderdale, FL 33309.**

6. **ADMISSION OF ADDITIONAL MEMBERS** Pursuant to Section 608.4232 of the Act, the Company may admit additional members upon the affirmative vote of a majority in interest of the members holding membership interests of the Company, either in attendance at a duly called meeting of the members at which a quorum exists or by written consent of the members of the Company. Any new member which is approved by the members of the Company as set forth herein shall become a member of the Company upon payment of the contribution to the capital of the Company as established from time to time by the members, and upon such member's agreement to comply with these Articles of Organization, its regulations or guidelines as the members may from time to time determine, in their sole discretion.

FILED

7. **CONTINUITY OF BUSINESS** ... The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.
8. **TITLE TO COMPANY PROPERTY** ... All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Managing Member shall have any ownership interest in any Company property in its individual name or right, and each Managing Member's interest in the Company shall be personal property for all purposes.
9. **MANAGEMENT** The Company is to be managed by a Managing Member. So long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Company shall have a corporate Managing Member having articles of incorporation containing the restrictions and items set forth in Managing Member's Articles of Incorporation as of the date hereof, and the Company shall have no other Managing Member.

FILED
CLERK OF DISTRICT COURT
SOUTH DISTRICT OF FLORIDA
CORPORATE SERVICES SECTION
04/11/2011 11:03 AM
1111

The name and address of such Managing Member who is to serve as Managing Member until the first annual meeting of members or until its successors are elected and qualified is:

6400 BUILDING MANAGEMENT COMPANY, INC.

6400 N. Andrews Avenue, Suite 500, Ft. Lauderdale, FL 33309

10. **CERTAIN ACTIONS REQUIRING UNANIMOUS VOTE:** The unanimous vote of the Company's Members shall be required in order to take any of the following actions:

- a. Filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Company of its debts under any federal or state law relating to bankruptcy.
- b. Seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or a substantial portion of its properties.
- c. Making any assignment for the benefit of the Company's creditors
- d. Taking any action in furtherance of any of the foregoing.

11. **SEPARATENESS ("SPE") PROVISIONS:** The Company shall not:

- a. merge into or consolidate with any other entity, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- b. fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good

FILED
04 NOV 24 11:20 AM
CLERK OF DISTRICT COURT
11th DISTRICT
CORAL GABLES, FLORIDA

- standing under the laws of Florida, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;
- c. own any subsidiary, or make any investment in, any other entity;
 - d. commingle its assets with the assets of any other entity;
 - e. incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the loan from Lender, (B) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred, and/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any time four percent (4%) of the outstanding obligations secured by the Security Instrument;
 - f. fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other entity;
 - g. enter into any contract or agreement with any Managing Member or member, or any affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and

FILED
CLERK OF DISTRICT COURT
TAMPA, FLORIDA
JAN 21 2010

- substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;
- h. maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity;
 - i. assume or guaranty the debts of any other entity, hold itself out to be responsible for the debts of any other entity, or otherwise pledge its assets for the benefit of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;
 - j. make any loans or advances to any entity;
 - k. fail to file its own tax returns;
 - l. fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;
 - m. fail to allocate shared expenses (including without limitation shared office space and services performed by an employee or an affiliate) among the entities sharing expenses and to use separate stationary, invoices and checks;
 - n. fail to 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;
 - o. fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds; or

FILED
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
JAN 11 2011

- p. acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.
- q. engage in any business or activity other than the acquisition, development, ownership, operation, leasing and managing and maintenance of the Property, and entering into the Loan (as defined in the Security Instrument) and activities incidental thereto;
- r. acquire or own any material assets other than (i) the Property, and (ii) such incidental Personal Property (as defined in the Security Instrument) as may be necessary for the operation of the Property;
- s. permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other entity or person,
- t. include the assets or liabilities of any other person or entity on its financial statements;
- u. share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of the Company, (ii) any affiliate of a general partner, principal or member of the Company, or (iii) any other person or entity;
- v. fail to consider the interests of its creditors in connection with all Company actions to the extent permitted by applicable law; or
- w. unless otherwise permitted in the Loan Documents (as defined in the Security Instrument), have any of its obligations guaranteed by an affiliate.

RECORDED
IN
FLORIDA
NOV 11 2011 2:30

FILED

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Company shall have no authority to take any action in item(s) (a) through (w) without the written consent of the holder of the Security Instrument.

12. **RIGHT OF ASSIGNEE TO BECOME A MEMBER** An assignee of a member's interest in the Company may become a member of the Company and acquire the rights and powers and be subject to the restrictions and liabilities of a member of the Company, upon the affirmative vote of a majority in interest of the members holding membership interests of the Company (excluding the member seeking to transfer his or her interest in the Company) either in attendance at a duly called meeting of the members at which a quorum exists or by written consent of the members of the Company. The rights of the assignee shall be subject to the regulations, if any, and/or such other documents or agreements governing the operation of the Company as may be entered into from time to time, provided such assignment and admission of such assignee as a member complies with the terms and conditions of the regulations of the Company, if any and/or such other documents or agreements governing the operation of the Company as may be entered into from time to time.

13. **RETURN OF CAPITAL** No member shall have the right to demand the return of his or its contribution to capital except as provided in the Company's regulations or operating agreement, if any, then in existence, or after the securitization of the Loan only if the Borrower receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the

RECORDED
IN THE PUBLIC
OFFICE OF
TALLAHASSEE, FLORIDA
MAY 24 2011 3:30 PM

FILED

qualification, withdrawal, or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its assigns.

14. **AMENDMENT TO ARTICLES OF ORGANIZATION** Except as restricted below, Members may adopt, alter, amend or repeal any provision of the Articles of the Organization upon the affirmative vote of a majority in interest of the members of the Company which vote is taken at a duly called meeting of the members at which a quorum is present, or by written consent of the members of the Company, or after the securitization of the Loan only if the Borrower receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its assigns. **Notwithstanding the foregoing, no amendment to these Articles of Organization may amend Articles 3, 9, 10 or 13 without the written consent of Lender.**
15. **CONSIDERATION OF INTERESTS OF CREDITORS.** The Company's members must be required to consider the interests of creditors in connection with any action subject to the vote of its members (including the SPE member), notwithstanding that the company may not then be insolvent.
16. **SUBORDINATION OF INDEMNIFICATION OBLIGATIONS.** The entity's obligation, if any, to indemnify its members or Managing Members, is hereby fully subordinated to the Loan and the loan documents and shall not constitute a claim against it in the event that cash flow in excess of amounts necessary to pay holders of the loan is insufficient to pay such obligations.

FILED
NOV 17 2011
11:23:30
CORPORATE
CLERK
TALLAHASSEE, FLORIDA

17. **SPE MEMBER.** The Managing Member of the Company must own one (1%) percent or greater membership interest and must be an SPE satisfying the general SPE requirements set forth above and the additional requirements set forth herein applicable to such member (i.e. corporate, limited partnership, or limited liability company requirements). In addition, such member's Organizational Documents must provide for the following:
- a. **Limited Purpose.** Such member's purpose must be limited to serving as a member in the Company.
 - b. **Withdrawal of SPE Member.** Upon the dissolution or withdrawal of the SPE Member from the Company, the Company must (i) appoint a new SPE Member, (ii) deliver an acceptable rating agency concerning, as applicable, the Company, the new SPE Member, and its owners, and (iii) obtain confirmation from the applicable rating agencies that the change in the SPE Member will not result in a qualification, withdrawal or downgrade of any securities rating.
18. **CONTINUANCE OF COMPANY.** If there is a death, dissolution or other "termination event" of one or more members and at least one member remains, the Company shall not dissolve, and if any member is not an SPE, that the Company shall continue its existence (and not dissolve) for so long as a solvent member exists.
19. **REGULATIONS** Pursuant to Section 608.423(1) of the Act, the members of the Company may adopt, alter, amend or repeal regulations or any provision thereof, upon the affirmative vote of a majority in interest of the members of the Company in attendance at a meeting of the members duly called at which a quorum exists, or


FILED
4:10:34 PM
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

by written consent of the members of the Company. Such regulations shall comply with the provisions set forth herein.

WHEREOF, the undersigned as sole member of 6400 Building, LLC has executed these Amended and Restated Articles of Organization this November 23rd, 2004.

**PEBB ENTERPRISES POINT, LTD., a Florida
limited partnership**

**BY: PEBB MANAGEMENT COMPANY, INC.,
it's general partner**

BY: 

JEFFREY M. ROSENBERG
Secretary
Treasurer

CL NOV 24 PM 2:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

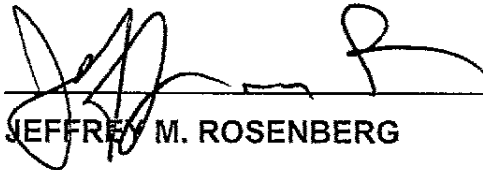
1. The name of the limited liability company is

6400 BUILDING, LLC

2. The name and address of the registered agent and office is:

**Jeffrey M. Rosenberg, 6400 N. Andrews Avenue, Suite 500,
Ft. Lauderdale, FL 33309**

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.



JEFFREY M. ROSENBERG

Registered Agent

November 23rd, 2004

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

04 NOV 24 PM 2:30

FILED