

L04000030386

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

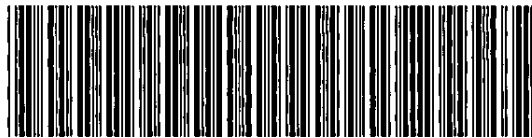
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400104668584

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 JUN 27 PM 1:28

RECEIVED
07 JUN 27 AM 10:52
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

JB



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 970337 150067A

AUTHORIZATION

COST LIMIT : \$ 60.00

ORDER DATE : June 27, 2007

ORDER TIME : 10:10 AM

ORDER NO. : 970337-005

CUSTOMER NO: 150067A

DOMESTIC AMENDMENT FILING

NAME: WEDGEBROOKE HEATHROCK, L.L.C.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Cindy Harris -- EXT# 2937

EXAMINER'S INITIALS: _____

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 JUN 27 PM 1:28

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF ORGANIZATION
OF
WEDGEBROOKE HEATHROCK, L.L.C.**

This Limited Liability Company, pursuant to the provisions of Florida Statutes Section 608.411, hereby adopts the following amendment to its Articles of Organization:

FILED
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
JUN 27 PM 1:28

RECITALS

1. The Company's Articles of Organization were filed on April 20, 2004, with the Florida Department of State, Division of Corporations.
2. The Company's Articles of Organization have not previously been amended or modified.
3. The Members have determined that it is in the best interest of the Company to amend its Articles of Organization as provided herein.

AMENDMENT

4. The Company's Articles of Organization are hereby amended to add and include the following provision:

ARTICLE V --- Purpose:

The business and purpose of **WEDGEBROOKE HEATHROCK, L.L.C.**, a Florida limited liability company (the "Company") shall consist solely of the acquisition, operation and disposition of the real estate project located on the following described property See Exhibit "A" (the "Property") and to enter into a loan transaction ("Loan") with LaSalle Bank National Association (the "Lender") in which the Company shall borrow certain monies in the approximate amount of Five Million Six Hundred Thousand and No/100 Dollars (\$5,600,000.00) from the Lender. The Company shall:

- (a) not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;
- (b) not engage in any business other than the ownership, operation and disposition of the Property;
- (c) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables (and not evidenced by a promissory note) related to the ownership and operation of the Property and incurred in the ordinary course of business and which shall not exceed 60 days in

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 JUN 27 PM 1:29

duration from the date such trade payables are first incurred by the Company;

(d) maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

(e) conduct its own business in its own name, pay its own liabilities out of its own funds (including paying salaries of its own employees), allocate fairly and reasonably any overhead for shared employees and office space, and maintain an arm's length relationship with its affiliates;

(f) hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;

(g) not guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders'

(h) not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

(i) not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Company or Principal (an "Affiliate"), 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 any Principal or Affiliate;

(j) maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and maintain a sufficient number of employees in light of its contemplated business operations;

(k) not dissolve or wind up, in whole or in part, and no member of the Company shall seek the dissolution or winding up, in whole or in part, of the Company, and the Company will not merge with or be consolidated into any other entity;

(l) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of the Company, Affiliate, Principal or any other person; and

(m) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

FILED
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
07 JUN 21 PM 1:29

Until such time as the Loan has been repaid in full, the Company shall not amend, modify or terminate any of these provisions of the Company's Articles of Organization without the prior written consent of the Lender.

5. The date of the adoption by the Members of the foregoing amendment adding Article V to the Company's Articles of Organization was June 14, 2007.

6. Except as specifically amended herein, the Company's Articles of Organization shall be and remain the same.

IN WITNESS WHEREOF, the undersigned, on behalf of the Company, have made and subscribed these Articles of Organization for the uses and purposes aforesaid on this the 14th day of June, 2007.

WEDGEBROOKE HEATHROCK, L.L.C.

M & A HOLDINGS, L.L.C., Member

By: [Signature]
Printed Name: Michael F. Lewis
Title: Manager

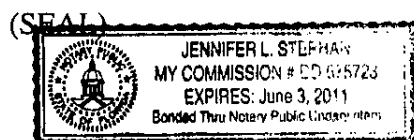
CONDALE GROUP, L.L.C., Member

By: [Signature]
Printed Name: Elot Subin
Title: Manager

STATE OF FLORIDA }
COUNTY OF SEMINOLE }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take oaths and acknowledgments, personally appeared, Michael Lewis, as Manager, of M & A HOLDINGS, L.L.C., who is personally known to me, and who, after being duly sworn, acknowledged to me that he/she executed the foregoing Articles of Amendment for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this the 14th day of June, 2007.



[Signature]
Notary Public, State of Florida

NEW York
STATE OF ~~FLORIDA~~ }
COUNTY OF ~~SEMINOLE~~ }
Westchester

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take oaths and acknowledgments, personally appeared, H. Eliot Subin, as Manager, of CONDALE GROUP, L.L.C., who is personally known to me, and who, after being duly sworn, acknowledged to me that he executed the foregoing Articles of Amendment for the purposes therein expressed.

12th WITNESS my hand and official seal in the County and State last aforesaid on this the 12th day of JUNE, 2007.

(SEAL)

[Signature]
Notary Public, State of ~~Florida~~
new York



FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 JUN 27 PM 1:29

SCHEDULE I
LEGAL DESCRIPTION

A tract of land lying in Section 6, Township 20 South, Range 30 East, Seminole County, Florida; being more particularly described as follows:

Commence at the Southwest corner of Section 6, Township 20 South, Range 30 East, Seminole County, Florida and run north 89°59'44" East along the South line of said Section 6 for a distance of 1997.14 feet; thence departing said South line and run North 00°00'16" West, 4606.50 feet to the Point of Beginning; said point lying on a curve concave Northeasterly having a tangent bearing of North 36°04'34" West and a radius of 1030.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 08°01'36" for a distance of 144.29 feet to the Point of Tangency; thence run North 28°02'58" West, 28.66 feet to the Point of Curvature of a curve concave Southerly having a radius of 25.00 feet; thence run Westerly along the arc of said curve through a central angle of 89°54'10" for a distance of 36.61 feet to a Point of Reverse Curvature of a curve concave Northerly and having a radius of 593.00 feet; thence run Westerly along the arc of said curve through a central angle of 21°25'31" for a distance of 221.75" feet to a Point of Reverse Curvature of a curve concave Southeasterly and having a radius of 25.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 89°21' 57" for a distance of 38.99 feet to the Point of Tangency, said point being on the Easterly right-of-way line of the Recreational Trail as described in the Development Agreement Regarding International Parkway and Recreational Trail in Official Records Book 3137, Page 0769, of the Public Records of Seminole County, Florida; thence run South 00°06'26" West along said Easterly right-of-way line for a distance of 208.87 feet; thence departing said Easterly right-of-way line and run North 72°00'00" East, 381.48 feet to the Point of Beginning.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 JUN 27 PM 1:29