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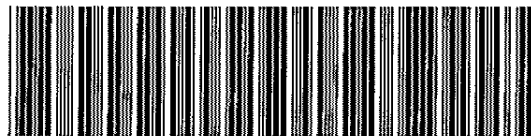
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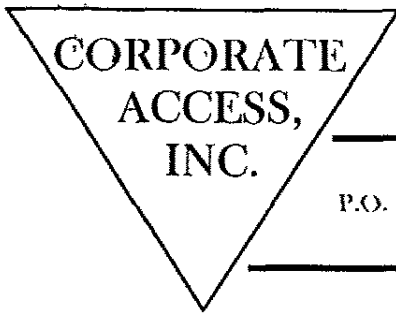


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LLC Amend

1. WKC Associates, LLC  
(CORPORATE NAME AND DOCUMENT #)

2. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

3. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

4. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

5. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

6. \_\_\_\_\_  
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

\_\_\_\_\_  
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**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF  
WKC ASSOCIATES, LLC,  
A FLORIDA LIMITED LIABILITY COMPANY**

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**FIRST:** The date of filing of the Articles of Organization was December 22, 2004 under Document No. L04000092604.

**SECOND:** The following amendments to the Articles of Organization ("Special Purpose Entity Provisions") were adopted by the limited liability company.

1. Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Company is to engage solely in the activity of whose purpose is to own the parcel of real property (the "Property") described in **Exhibit "A"** attached hereto, together with all improvements located or to be located thereon, and own, hold, manage, develop, sell, convey, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property in any lawful manner. The Company shall exercise all powers enumerated in the Florida Limited Liability Act necessary or convenient to the conduct, promotion or attainment of the business or purposes set forth herein.

2. Notwithstanding any provision hereof to the contrary, the following shall govern: The Company shall only incur indebtedness in an amount necessary to acquire, develop, operate and maintain the Property. For so long as any mortgage lien in favor of City National Bank of Florida, a national banking corporation, or its successors or assigns (the "Lender") exists on any portion of the Property ("First Mortgage"), the Company shall not and shall incur, assume, or guaranty any other indebtedness other than indebtedness in the ordinary course of business. For so long as the First Mortgage exists on any portion of the Property and the Company remains owner of the Property, the Company: (i) shall not dissolve or liquidate, (ii) shall not 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, (iii) shall 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 Company, and (iv) shall not materially amend the Articles of Organization of the Company or the Operating Agreement of the Company without first obtaining the written approval of the Lender.

3. Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification of the Company's Members shall be fully subordinated to any obligations respecting the Company or the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Company in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

4. Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as the First Mortgage exists 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 Company shall conduct its affairs in accordance with the following provisions:

- (a) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its Members and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.
- (b) It shall maintain records and books of account separate from those of its Members and any affiliate.
- (c) Its Members shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate actions.
- (d) It shall observe all formalities, which an LLC must observe.
- (e) It shall not commingle assets with those of its Members and any affiliate.
- (f) It shall conduct its own business in its own name.
- (g) It shall maintain financial statements separate from its Members and any affiliate.
- (h) It shall pay any liabilities of the Company out of its own funds, including salaries of any employees, not funds of its Member or any affiliate.
- (i) It shall maintain an arm's length relationship with its Member and any affiliate.
- (j) It shall not guarantee or become obligated for the debts of any other entity, including its Members or any affiliate, or hold out its credit as being available to satisfy the obligations of others.
- (k) It shall use stationery, invoices and checks separate from its Members and any affiliate.
- (l) It shall not pledge its assets for the benefit of any other entity, including its Member and any affiliate.
- (m) It shall hold itself out as an entity separate from its Members and any affiliate.

For purpose of this **Paragraph 4**, the following terms shall have the following meanings:

“Affiliate” means any person controlling or controlled by or under common control with the Members, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any employee of the Company, its Members, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Company, its Members 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.

5. Wherever the terms and provisions contained within the foregoing Special Purpose Entity Provisions conflict in any manner with the terms and provisions contained within the Articles of Organization, the terms and provisions contained within the Special Purpose Entity Provisions shall be deemed to be superseding and controlling.

Dated: August 12, 2005

  
\_\_\_\_\_  
Steven T. Siegel, Sole Member

## **EXHIBIT "A"**

### **Legal Description**

#### **PARCEL 1**

A portion of the East 1/4 of the Northwest 1/4, Section 5, Township 55 South, Range 39 East, Dade County, Florida, as shown on that certain "Map of Surveys" prepared by A.R. Toussaint and Associates, Inc., under Order Number 8849 dated June, 1989, referred to in the Partial Final Judgment under Case No. 86-24085 CA (14) recorded in Official Records Book 14239, Page 1211 and re-recorded in Official Records Book 14242, Page 597 and Official Records Book 14308, at Page 1393 and attached to that certain Affidavit as Exhibit "A" recorded in Official Records Book 14308, Page 1436 all of the Public Records of Dade County, Florida, said portion being more particularly described as follows:

Begin at a point of the intersection with the North line of Section 5, Township 55 South, Range 39 East, Dade County, Florida, and the North-South half section line of said Section 5, as determined in Dade County Circuit Court Case No. 86-24085 CA (14): thence South 00 degrees 20'32" West along the North-South half section line of said Section 5 for 669.36 feet; thence South 87 degrees 46'20" West along a line 1969.60 feet North of and parallel with, as measured at right angle to, the South line of the Northwest 1/4 of said Section 5 for 665.31 feet to a point on the West line of the East 1/4 of the Northwest 1/4 of said Section 5; thence North 00 degrees 25'02" East along the said West line for 668.74 to a point on the North line of said Section 5; thence North 87 degrees 42'56" East along the North line of said Section 5 for 664.46 feet to the Point of Beginning; less the East 40.00 feet and the North 55 feet thereof; and less the external area formed by a 25 foot radius arc concave to the Southwest and being tangent to a line that is 40.00 feet West of and parallel with the East line of the North-South half section line of said Section 5, as the same is located and measured by the aforementioned "Map of Surveyors" prepared by A. R. Toussaint and Associates, Inc. and tangent to a line that is 55.00 feet South of and parallel with the North line of said Section 5.

#### **PARCEL 2**

A Non-exclusive Ingress and Egress Easement for the benefit of Parcel 1 over and upon lands described in Cross Access Agreement, said agreement dated July 13, 2005 recorded in Official Records Book 23608, Page 1048, of the Public Records of Miami - Dade County, Florida.