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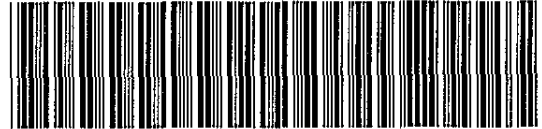
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**AMENDED AND RESTATED ARTICLES OF ORGANIZATION  
FOR INSTITUTIONAL LEASING 1, L.L.C.  
A FLORIDA LIMITED LIABILITY COMPANY  
ORIGINALLY FILED MARCH 24, 2005**

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The name of the Limited Liability Company is:

**INSTITUTIONAL LEASING 1, L.L.C**

The Articles of Organization were filed on March 24, 2005

The Articles of Organization are Amended and Restated as follows:

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**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I- Name:**

The name of the Limited Liability Company is:

**INSTITUTIONAL LEASING 1, L.L.C**

**ARTICLE II - Address:**

The mailing address and street address of the principal office of the Limited Liability Company is: 1428 Brickell Avenue, Miami, Florida 33131

**ARTICLE III- Registered Agent, Registered Office  
and Registered Agent's Signature**

The name and the Florida street address of the registered agent are:

Joshua D. Manaster, Esquire  
1428 Brickell Avenue, Eighth Floor  
Miami, Florida 33131

*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 as provided for in Chapter 608, F.S.*

\_\_\_\_\_  
Registered Agent's Signature

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#### **ARTICLE IV - Management**

The Limited Liability Company is to be managed by one manager or more managers and is therefore a manager managed company.

#### **ARTICLE V**

The company is formed solely for the purpose of acquiring, maintaining, improving, building upon, leasing and selling the company property and all and such other activities incident or appropriate to the foregoing. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the limited liability company to the contrary, the following shall govern: for so long as any mortgage lien in favor of Metropolitan National Bank, its successors and/or assigns as their interests may appear exists on the company property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in its operating agreement, the limited liability company shall conduct its affairs in accordance with the following provisions:

##### **Definition of a Special Purpose Entity**

A "*Special Purpose Entity*" means an entity that has not and shall not:

(I) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(ii) acquire or own any material assets other than (A) the Property, and (B) such incidental personal property as may be necessary for the operation of the Property;

(iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case lender's consent;

(iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the State of Florida, or without the prior written consent of lender, amend, modify, terminate or fail to comply with the provisions of Company's organizational documents;

(v) own any subsidiary or make any investment in, any person or entity without the consent of lender;

(vi) commingle its assets with the assets of any other person or entity;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, except with respect to trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt is paid when due;

(viii) fail to maintain its records, books of account and bank accounts separate and apart from those of any other person or entity;

(ix) enter into any contract or agreement with any other person or entity, 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;

- (x) seek the dissolution or winding up in whole, or in part, of the entity;
- (xi) 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 person or any other entity;
- (xii) hold itself out to be responsible for the debts of another person;
- (xiii) make any loans to any third party;
- (xiv) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that entity is responsible for the debts of any person or third party;
- (xv) 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; or
- (xvi) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

The provisions of this Article V shall only apply and be complied with by the Company for so long as the Company shall owe a debt obligation to and have a mortgage encumbering its property in favor of Metropolitan National Bank

**These Amended and Restated Articles of Organization were duly executed and are being filed in accordance with Section 608.411 Florida Statutes.**



Signature of member or authorized representative of member.

In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)



Typed or printed name of signer