

L05000035101

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

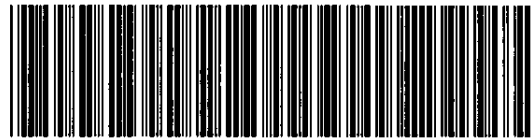
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900107038189

08/17/07--01026--002 **55.00

RECEIVED

07 AUG 17 AM 11:21

DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

07 AUG 17 PM 3:06

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CORPORATE
ACCESS,
INC.**

"When you need ACCESS to the world"

236 East 6th Avenue, Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066)

(850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

FILED
07 AUG 17 PM 3:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WALK IN

PICK UP:

8/17

☒ CERTIFIED COPY

☐ PHOTOCOPY

☐ CUS

☒ FILING

amend

MCCS - I, 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:

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
MCCS-I, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

FILED
07 AUG 17 PM 3:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: The date of filing of the Articles of Organization of MCCS-I, LLC (the "Company") was April 11, 2005 under Document No. L05000035101.

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

1. 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 as follows:

Lots 1 through 5, inclusive, Block 3, BOULEVARD
SHOPPES NO.1, according to the plat thereof, as
recorded in Plat Book 106, Page 45, of the Public
Records of Broward County, Florida,

together with all improvements located thereon, and own, hold, manage, develop, sell, assign, transfer, convey, improve, 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 otherwise set forth herein.

2. For so long as any mortgage lien ("Mortgage") 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, the Company shall not incur, assume, or guaranty any other indebtedness other than indebtedness in the ordinary course of business. For so long as the 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. Any indemnification of the Company's Members shall be fully subordinated to any obligations respecting the Company or the Property (including, without limitation, the 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. For so long as the 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 Acontrolling@ 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 1, 2007



Kenneth E. Israel, Sole Manager