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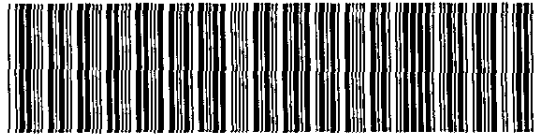
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CLERK OF THE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 869089 7465628

AUTHORIZATION

COST LIMIT \$ 60.00

ORDER DATE : February 14, 2006

ORDER TIME : 3:49 PM

ORDER NO. : 869089-005

CUSTOMER NO: 7465628

2006 FEB 14 AM 10:56
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOMESTIC AMENDMENT FILING

NAME: CRAWFORDVILLE SHOPPING CENTER,
LLC

EFFECTIVE DATE:

XX RESTATED ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Cindy Harris -- EXT# 2937

EXAMINER'S INITIALS: _____

AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF

CRAWFORDVILLE SHOPPING CENTER, LLC

A FLORIDA LIMITED LIABILITY COMPANY

(Filed in accordance with 608.411, F.S.)

FILED
2006 FEB 14 AM 10:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Amended and Restated Articles of Organization were adopted by the above-named limited liability company in substitution for the original Articles of Organization:

ARTICLE ONE: NAME

The name of the limited liability company is:

Crawfordville Shopping Center, LLC

ARTICLE TWO: ADDRESS

The street address of the principal office of the limited liability company is:

1901 West Cypress Creek Road—Suite 415
Fort Lauderdale, Florida 33309

The mailing address of the limited liability company is:

1901 West Cypress Creek Road—Suite 415
Fort Lauderdale, Florida 33309

ARTICLE THREE: PURPOSE

The Limited Liability Company's (the "Company's") business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project known as the Crawfordville Shopping Center, located at 2613 Crawfordville Highway, Crawfordville, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

ARTICLE FOUR: POWERS AND DUTIES

Notwithstanding any other provisions of these Articles, any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company or any provision of law that otherwise so empowers the Company, so long as the loan (the "Loan") and any other obligations secured by that certain Promissory Note and Mortgage on the Property in favor of COLUMN FINANCIAL, INC., a

Delaware corporation, as lender (the "Mortgage") remain outstanding and not discharged in full, without the prior written consent of the holder of the Mortgage (the "Lender"), the managing member of the Company (the "Managing Member") and the Company shall have no authority to:

- (i) conduct its affairs in any manner contravening or inconsistent with the provisions of Article Four of these Articles;
- (ii) dissolve or liquidate the Company or consent to any such dissolution or liquidation;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company; or
- (iv) amend, modify or alter Articles One, Two, Three, Four, Five or Six of these Articles.

ARTICLE FIVE: 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 Member shall have any ownership interest in any Company property in its individual name or right, and each Member's interest in the Company shall be personal property for all purposes. The foregoing provisions shall govern over any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company.

ARTICLE SIX: SEPARATENESS/OPERATIONS MATTERS.

With respect to its business and operations, for so long as the Loan remains outstanding, the Company:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any principal, member or affiliate of the Company or any affiliate of any such principal, or member of the Company, 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 an affiliate;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt

whatsoever may be secured (senior, subordinate or pari passu) by the Property;

- (e) has not made and will not make any loans or advances to any third party (including any principal, member or affiliate of the Company, or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or caused to be done and will do all things necessary to preserve its existence, limited liability company formalities, and will not, nor will any member thereof, amend, modify or otherwise change its partnership certificate, articles of organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the Company's, or any such partner's, member's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its, principals and members;
- (j) will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any principal, member or affiliate);
- (k) will file its own tax returns;
- (l) will 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;
- (m) will not, nor will any member or affiliate, seek the dissolution or winding up, in whole or in part, of the Company;
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (o) will not commingle the funds and other assets of the Company with those of any principal, member or affiliate, or any other person;
- (p) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;

- (q) has, and any operating member of the Company has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, the Company shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

The foregoing provisions of this Article shall govern over any contrary or inconsistent provision in the operating agreement of the Company or any other document or instrument governing the affairs of the Company.

ARTICLE SEVEN: MANAGING MEMBER

The Company shall be managed by a Managing Member. The Managing Member of the Company shall be Stephen A. Chetek, whose principal office address is 1901 West Cypress Creek Road, Suite 415, Fort Lauderdale, Florida 33309.

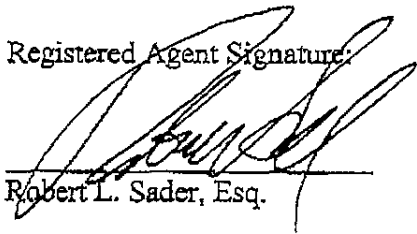
ARTICLE EIGHT: REGISTERED AGENT

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

Robert L. Sader, Esq.
1901 W. Cypress Creek Road
Suite 415
Ft. Lauderdale, Florida 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.

Registered Agent Signature:


Robert L. Sader, Esq.

IN WITNESS WHEREOF, the foregoing Amended and Restated Articles of Organization have been executed by the undersigned, being all of the Members of this limited liability company, at Fort Lauderdale, Broward County, Florida, on this 14 day of February, 2006.


STEPHEN A. CHETEK, Managing Member