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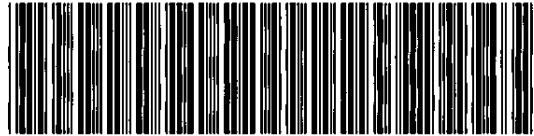
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 187287 8900A

AUTHORIZATION

COST LIMIT : \$ ~~125.00~~

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ORDER DATE : June 19, 2006

ORDER TIME : 9:24 AM

ORDER NO. : 187287-005

CUSTOMER NO: 8900A

DOMESTIC FILING

NAME: BEST FLORIDA FIVE, LLC

EFFECTIVE DATE:

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Joyce Markley - EXT. 2930

EXAMINER'S INITIALS: _____

AMENDMENT TO ARTICLES OF ORGANIZATION OF
BEST FLORIDA FIVE, LLC

The following Amendment to the Articles of Organization of Best Florida Five, LLC, a Florida limited liability company ("Company") were submitted and approved at a joint meeting of the Members of the Company held on the 15th day of June, 2006.

AMENDMENT: The Articles of Organization of Best Florida Five, LLC, a Florida limited liability company, are hereby amended in the following respect:

For so long as any indebtedness exists under and pursuant to the Loan Documents (as defined below), the provisions of this Amendment shall apply as follows with regard to Best Florida Five, LLC, a Florida limited liability company (the "Borrower"):

1. Limited Purpose. The purpose of the Company is solely limited to the following activities:

(A) Serving as a member of the Borrower;

(B) Causing the Borrower to enter into a loan transaction (the "Loan") with Bank of America, N.A., its successors and assigns (the "Lender") evidenced by a Promissory Note and a Loan Agreement and secured by a mortgage or deed of trust (the "Security Instrument") (collectively, and along with all other documentation required by the Lender in connection with the Loan, the "Loan Documents");

(C) Transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

2. Certain Actions Requiring Unanimous Vote. The unanimous vote of the Company's board of directors, partners or members, as applicable, shall be required in order to take any of the following actions:

(A) File a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Company or the Borrower of their debts under any federal or state law relating to bankruptcy;

(B) Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or the Borrower or a substantial portion of their properties;

(C) Make any assignment for the benefit of the Company's creditors or the Borrower's creditors;

(D) Take any action or cause the Borrower to take any action in furtherance of any of the foregoing.

3. Limitation on Indebtedness. The Company's ability to incur indebtedness other than the indebtedness (secured or unsecured, direct or contingent, including guaranteeing any obligation) other than the Loan shall be limited to:

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(A) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred, and/or

(B) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgaged property on commercially reasonable terms and conditions; provided, however, the aggregate amount of the indebtedness described in (A) and (B) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan.

4. Separateness Provisions. The Company shall not:

- (i) merge into or consolidate with any other entity, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (ii) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable laws of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;
- (iii) own any subsidiary, or make any investment in, any other entity;
- (iv) commingle its assets with the assets of any other entity;
- (v) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Loan, (B) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred, and/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgaged property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan;
- (vi) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other entity; except that Company's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an affiliate, provided that such consolidated financial statements contain a footnote indicating that Company is a separate legal entity and that it maintains separate books and records;
- (vii) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of Company, or any affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

- (viii) maintain its assets in such a manner that it will be costly or difficult to segregate or ascertain or identify its individual assets from those of any other entity;
- (ix) assume or guaranty the debts of any other entity, hold itself out to be responsible for the debts of any other entity, or otherwise pledge its assets for the benefit of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;
- (x) make any loans or advances to any entity;
- (xi) fail to file its own tax returns or files a consolidated federal income tax return with any entity (unless prohibited or required, as the case may be, by applicable law);
- (xii) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;
- (xiii) 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;
- (xiv) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an affiliate) among the entities sharing such expenses and to use separate stationery, invoices and checks;
- (xv) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds; or
- (xvi) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.

5. Subordination of Indemnification Obligation. The Company's obligation, if any, to indemnify its directors and officers, partners, managers or members, as applicable, shall be fully subordinate to the Loan and to the Loan Documents, and shall not constitute a claim against the Company if cash flow in excess of amounts necessary to pay holders of the Loan Documents is insufficient to pay such obligations.

6. Consideration of the Interests of Creditors. The Company's directors and officers, partners, or managers or members, as applicable, shall consider the interests of creditors in connection with any action subject to vote, notwithstanding that the Company may be rendered insolvent.

7. Withdrawal as SPE Member. Upon the Company's dissociation or withdrawal as a member of the Borrower or the bankruptcy, insolvency or liquidation of the Company, the Company shall cause the Borrower to (1) appoint a new Special Purpose Entity (a "SPE") satisfying the Lender's SPE requirements to serve as member, (2) if an opinion letter pertaining to such matters was required at closing of the Loan, deliver an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Borrower, the new SPE member, and its owners, and (3) obtain confirmation from the applicable rating agencies that the change in the SPE member will not result in a qualification, withdrawal or downgrade of any securities rating.

8. Prohibition on Amendment of Organizational Documents. The Company shall (a) observe all organizational formalities; (b) preserve its existence as an entity duly

organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation; (c) comply with and not terminate its organizational documents; and (d) not amend the provisions of this Amendment without the consent of the Lender.

9. All other provisions of the Articles of Organization not specifically amended hereby shall remain in full force and effect.

CERTIFICATE OF MEMBERS' APPROVAL

WE HEREBY CERTIFY that the Minutes of the joint meeting of the Members of Best Florida Five, LLC, a Florida limited liability company, was held on 15th day of June, 2006, reflect that the above Amendment to the Articles of Organization was approved by the Members by a majority vote in accordance with the By-Laws of the Company.

WITNESSES AS TO BOTH:

Evelle Arguinzon

Vicki Summers

Best Florida A.A., LLC, a Florida limited liability company, Managing Member

By: Arvid Albanese

Arvid Albanese, Sole Member and Manager

Arvid Albanese, Member

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on the 15th day of June, 2006, personally appeared before me, Arvid Albanese, Sole Member and Manager of Best Florida A.A., LLC, a Florida limited liability company, Managing Member of Best Florida Five, LLC, a Florida limited liability company, and as Member of Best Florida Five, LLC, a Florida limited liability company, to me well known and known to be the persons who signed the above Amendment to the Articles of Organization and who acknowledged to me that they executed the foregoing as Members of the company for the purpose of obtaining an Amendment to the Articles of organization as hereinabove set forth and who produced valid Florida Driver's License as identification and who did not take an oath.

Evelle Arguinzon

Notary Public

My Commission Expires:

