

LU 6000040115

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

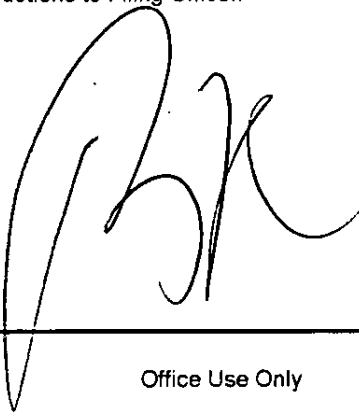
PICK-UP WAIT MAIL

(Business Entity Name)

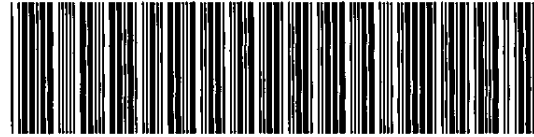
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:



Office Use Only



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RECEIVED
07 MAY 21 AM 11:13
DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
07 MAY 21 AM 8:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, Fl 32308

850-222-2785

City/St/Zip

Phone #

FILED
 07 MAY 2 2005 8:01
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
DEBIT
072100

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1- OCEANVIEW BEACH PROPERTY LLC 200740115
- 2- _____
- 3- _____
- 4- _____

- Walk-in
 Pick-up time ASAP
 Certified, *AFTER AMENDMENT IS FILED*
 Mail-out
 Will wait
 Photocopy
 Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

OF

OCEANVIEW BEACH PROPERTIES LLC

FILED
07 MAY 21 AM 8:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. ARTICLE III of the Articles of Organization of Oceanview Beach Properties LLC is amended to read as follows:

ARTICLE III

The purpose for which this Limited Liability Company is organized is to own, lease, manage and operate that certain real property located in Broward County Florida and described as Commercial Unit CU1 at the Las Olas Beach Club, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 43534 Page 1703, Public Records of Broward County, Florida, as amended from time to time which is located at 101 S. Fort Lauderdale Beach Blvd., Fort Lauderdale FL (the "Property").

This Company has not and will 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 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 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; (iv) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the State of Florida, or amend, modify, terminate or fail to comply with the provisions of its organizational documents; (v) own any subsidiary, or make any investment in, any person; (vi) commingle its assets with the assets of any other person; (vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the debt secured by the Mortgage on the Property in favor of Hometown Commercial Capital, LLC, unsecured trade payables and unsecured equipment leases (both of which must be incurred in the ordinary course of business relating to the ownership and operation of the Property,) provided the same (A) do not exceed at any time in the aggregate a maximum amount of five percent (5%) of the outstanding principal amount of the note in favor of Hometown Commercial Capital, LLC, and (B) are paid within

sixty (60) days after the date incurred; (viii) 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 person; (ix) enter into any contract or agreement with any general partner, member, shareholder, principal or affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties; (x) 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 other person; (xi) assume or guaranty the debts of any other person, hold itself out to be responsible for the debts of any other person, or otherwise pledge its assets for the benefit of any other person or hold out its credit as being available to satisfy the obligations of any other person; (xii) make any loans or advances to any person; (xiii) fail to file its own tax returns (unless prohibited by applicable laws from doing so); (xiv) fail either to hold itself out to the public as a legal entity separate and distinct from any other person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity; (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; (xvi) will not (A) 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, (B) seek or consent to the appointment of a receiver, liquidator or any similar official, (C) take any action that might cause such entity to become insolvent, or (D) make an assignment for the benefit of creditors; (xvii) fail to allocate shared expenses (including, without limitation, shared office space) and to use separate stationery, invoices and checks; (xviii) fail to pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds; and (xix) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.

2. ARTICLE V of the Articles of Organization of Oceanview Beach Properties LLC is amended to read as follows:

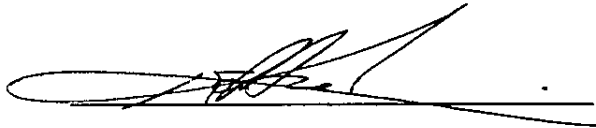
ARTICLE VI

The name and address of the Member and Manager of this Limited Liability Company are Yizhak Asulin 2401 NE 26 Ave. Fort Lauderdale FL 33305. The Member may not sell, transfer or assign his membership interest in the Company except as provided in the Mortgage on the Property in favor of Hometown Commercial Capital, LLC or after the

Mortgage on the Property in favor of Hometown Commercial Capital, LLC securing the said Loan is satisfied and released.

3. The foregoing amendment was adopted unanimously by the sole Member of this Limited Liability Company on 5/11/2007.

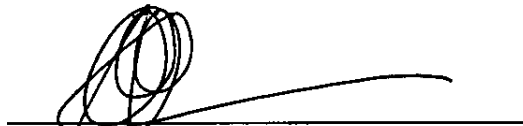
IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment on 5/11/2007.



Yizhak Asulin a/ka as Isaac Asulin,
Member/Manager

State of Florida County of Miami-Dade)ss:

The foregoing instrument was acknowledged before me this 11 day of May, 2007, by Yizhak Asulin, as Member/Manager of Oceanview Beach Properties LLC., who is personally known to me or has produced _____ as identification.



Notary Public

My Commission expires:

PREPARED BY:
ROBERT H. ASCHHEIM ESQ.
2999 NE 191 STREET, PH 6
AVENTURA, FL 33180
FLA. BAR # 167432