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**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN**

**KK REAL ESTATE VENTURES (GP), LLC**

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**AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
KK REAL ESTATE VENTURES (GP), LLC**

The undersigned hereby certifies that:

1. He is the duly elected and acting Secretary of KK Real Estate Ventures (GP), LLC, a Florida limited liability company (the "Company").
2. The Articles of Organization of this Company were originally filed with the Secretary of State of Florida on May 11, 2006.
3. The Articles of Organization of this Company shall be amended and restated to read in full as follows:

**ARTICLE I**

**NAME**

The name of the Company shall be KK REAL ESTATE VENTURES (GP), LLC.

**ARTICLE II**

**PRINCIPAL OFFICE**

The street address of the principal office of the Company and the mailing address of the Company shall be 2 E. Camino Real, Suite 100, Boca Raton, FL 33432.

**ARTICLE III**

**PURPOSE AND POWERS**

The purpose for which this Company is organized is limited solely to being the general partner of Shoeless Partners, Ltd. (the "Partnership") acting as, and exercising all of the authority of, the general partner of the Partnership, and transacting any and all lawful business for which a limited liability company may be organized under its constitutive law that is incident, necessary and appropriate to accomplish the foregoing.

**ARTICLE IV**

**MEMBERS**

The members of the Company and their addresses are set forth below:

Harold Katz	283 Second Street Pike, Suite 150 Southampton, PA 18966-3823
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Jamshid Keynejad	1515 North Federal Highway, Suite 405 Boca Raton, FL 33432
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**ARTICLE V****REGISTERED AGENT**

The name and Florida street address of the initial Registered Agent of this Company is Mark N. Delevie, Esq., 1515 North Federal Highway, Suite 405, Boca Raton, FL 33432.

**ARTICLE VI****CERTAIN RESTRICTIONS**

1. The Company is prohibited from incurring indebtedness, except as it is liable for the Partnership's indebtedness in its capacity as general partner of the Partnership.

2. The Company is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets and from causing the Partnership to do any of the foregoing, both for as long as that certain loan in the original principal sum of \$6,450,000 (the "Loan") currently held by Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates, Series 2002-CKS4 (the "Trust", together with its successors and/or assigns, "Lender") is outstanding.

3. To the extent required by the documents evidencing and/or securing the Loan ("Loan Documents"), no transfer of any direct or indirect ownership interest in the Company may be made unless such transfer is consented to by Lender. Lender may condition its consent upon satisfaction of any requirements in the Loan Documents and/or Lender's then current servicing standards.

**ARTICLE VII****CERTAIN COVENANTS**

1. The Company is required to continue serving in the capacity of the special purpose general partner of the Partnership so long as the Loan is outstanding.

2. The Company is required on its own behalf, and covenants to cause the Partnership, to:

- i. Maintain books and records separate from any other person or entity;
- ii. Maintain its bank accounts separate from any other person or entity;
- iii. Not commingle its assets with those of any other person or entity and hold all of its assets in its own name;
- iv. Conduct its own business in its own name;
- v. Maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- vi. Pay its own liabilities and expenses only out of its own funds;
- vii. Observe all limited liability company and other organizational formalities;
- viii. Maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
- ix. Pay the salaries of its own employees from its own funds;

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- x. Maintain a sufficient number of employees in light of its contemplated business operations;
- xi. Not guarantee, become obligated for or pledge its assets for the debts or benefit of any other person or entity (except to the extent it is liable for the Partnership's obligations due to its capacity as a general partner);
- xii. Not hold out its credit as being available to satisfy the obligations of any other person or entity;
- xiii. Not acquire the obligations or securities of its affiliates or owners, including shareholders;
- xiv. Not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities);
- xv. Allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- xvi. Use separate stationary, invoices, and checks bearing its own name;
- xvii. Hold itself out as a separate identity;
- xviii. Correct any known misunderstandings regarding its separate identity;
- xix. Not identify itself as a division of any other person or entity;
- xx. Maintain adequate capital in light of its contemplated business operations; and
- xxi. Comply with each of the SPE/separateness covenants set forth in the Loan Documents.

#### ARTICLE VIII

##### SUBORDINATION OF OBLIGATIONS TO INTERESTED PARTIES

Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which the Company may owe to any of its officers, directors, members or affiliates (collectively, "Interested Parties"), whether characterized as a salary, fee or indemnification, shall not constitute a claim against the Company until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan; provided however, that so long as no Default or Event of Default exists under the Loan Documents, to the extent the Company has cash flow or other available liquid assets (exclusive of any of reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents, the Company may pay when due (without any acceleration caused by the Company) the scheduled obligations due to the Interested Parties of the Company.

#### ARTICLE IX

##### ACTIONS REQUIRING UNANIMOUS CONSENT OF MEMBERS

The unanimous consent of all of the members is required for the Company to, and for the Company to cause the Partnership to,

1. File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;

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2. Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or the Partnership or a substantial portion of either of their properties;
3. Make any assignment for the benefit of the creditors of the Company or the Partnership; or
4. Take any action in furtherance of any of (1), (2) or (3), above.

**ARTICLE X****NO CONTRAVENTION**

1. The Company is prohibited from amending the provisions specified in Articles III through X, inclusive, of these Articles without the approval of such amendment by Lender. Lender may condition its approval upon satisfaction of any requirements set forth in the Loan Documents and/or Lender's then current servicing standards.

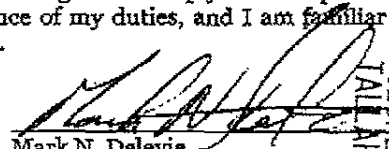
2. The Operating Agreement of the Company shall not contain any provisions in contravention of these Articles. The Operating Agreement shall include a provision that in the event of any conflict between the Operating Agreement and these Articles, these Articles shall control.

The foregoing Amended and Restated Articles of Organization have been duly adopted by the Members of the Company in accordance with the provisions of Sections 608.407 and 608.408, Florida Statutes.

Executed at Boca Raton, Florida, on September 18, 2006.

  
Mark N. Delevie  
Secretary

Having been appointed as registered agent to accept service of process for the above-stated Company at the place designated in this certificate, I am familiar with and 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.

  
Mark N. Delevie  
Registered Agent9/18/06  
Date

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