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A & H 901 PONCE, LLC

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CERTIFICATE OF AMENDMENT

Articles

TO

ARTICLES OF ORGANIZATION

OF

A&H 901 PONCE, LLC

A FLORIDA LIMITED LIABILITY COMPANY

- FIRST:** The date of filing of the articles of organization was May 26, 2006.
- SECOND:** The following amendments to the articles of organization was adopted to the limited liability company:

ARTICLE III
PURPOSE

Article III, is hereby deleted and replaced by the following:

1. The purpose for which this Company is organized is limited solely to (A) owning, holding, selling, leasing, transferring, exchanging, operating and managing the premises located at 901 Ponce de Leon Blvd., Coral Gables, Florida 33134 (Sometimes referred to herein as the "Project" or the "Real Property"), (B) entering into a Note and Mortgage Assumption Agreement (the "Assumption Agreement") with Wells Fargo, N.A., a national banking association, as Trustee for the Registered Holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2005-GG4 (the "Trust," together with its successors and/or assigns, "Lender"), (C) refinancing the Project in connection with a permitted repayment of that certain loan in the original principal sum of \$12,100,000.00 (the "Loan") currently held by the Trust, and (D) transacting any and all lawful business for which a limited liability company may be organized under the State of Florida) that is incident, necessary and appropriate to accomplish the foregoing.

2. The Company's ability to incur indebtedness other than the Loan is limited to incurring liabilities in the ordinary course of its business that are related to the ownership and operation of the Project.

3. The Company is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets for so long as the Loan is outstanding.

4. 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

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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.

5. For so long as the Loan remains outstanding, the Company shall:

1. Maintain books and records separate from any other person or entity;
2. Maintain its bank accounts separate from any other person or entity;
3. Not commingle its assets with those of any other person or entity and hold all of its assets in its own name;
4. Conduct its own business in its own name;
5. Maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
6. Pay its own liabilities and expenses only out of its own funds;
7. Observe all company and other organizational formalities;
8. Maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
9. Pay the salaries of its own employees from its own funds;
10. Maintain a sufficient number of employees in light of its contemplated business operations;
11. Not guarantee, become obligated for or pledge its assets for the debts or benefits of any other person or entity;
12. Not hold its credit out as being available to satisfy the obligations of any other person or entity;
13. Not acquire the obligations or securities of its affiliates or owners, including members;
14. Not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment grade securities);
15. Allocate fairly and reasonably any overhead expenses that are shared with affiliate, including paying for office space and services performed by any employee of an affiliate;

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16. Use separate stationery, invoices, and checks bearing its own name;
17. Hold itself out as a separate identity;
18. Correct any known misunderstanding regarding its separate identity;
19. Not identify itself as a division of any other person or entity;
20. Maintain adequate capital in light of its contemplated business operations; and
21. Comply with each of the SPE/separateness covenants set forth in the Loan Documents, including but not limited to those set forth in Section 29 of the Mortgage encumbering the Real Property.

6. 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, partners, members, shareholders 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, 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.

7. At least one member of the Company shall be a Special Purpose Entity ("Special Purpose Member"), owning at least a 1% equity interest in the Company and which shall be the manager. The initial Special Purpose Member shall be 901 SM Corporation, a Florida corporation.

8. Upon the disassociation or withdrawal of the Special Purpose Member from the Company or the bankruptcy, insolvency or liquidation of the Special Purpose Member, the Company shall appoint a new Special Purpose Member and, if required by the Loan Documents and/or Lender's then current servicing standard, deliver an acceptable non-consolidation opinion. The organizational documents of the Special Purpose Member must be approved by Lender and must be in substantially the same form as the organizational documents of 901 SM Corporation.

9. The Company shall continue (and not dissolve) for so long as a solvent member exists.

10. If there is a death, dissolution or other "termination event" for the Company or a member therein, the vote of a Majority in Interest of the remaining Members shall be sufficient to continue the life of the Company. So long as the Loan is outstanding, the Members agree to continue the life of the Company.

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11. The unanimous consent of all members (including that of the Special Purpose Member) shall be required for the Company 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 any relief under any laws relating to the relief from debts or the protection of debtors generally;

2. Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or a substantial portion of its properties;

3. Make any assignment for the benefit of the Company's creditors; or

4. Take any action in furtherance of any of i, ii or iii above.

12. The Company is prohibited from amending any of the provisions specified in this Article III or any defined term used herein, without 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.

ARTICLE VI MANAGEMENT

Article VI is hereby amended as follows:

The Manager of the Company is 901 SM Corporation, a Florida corporation, which shall be effective upon the filing of this Amendment to the Articles of Organization of the Company.

DATED: September 12, 2006.

A&H 901 PONCE, LLC, a Florida limited
liability company


William H. Albornoz, Manager

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How good are you?

The foregoing instrument was acknowledged before me this 12 day of September, 2006, by William H. Alborno, as Manager of A&H 901 Ponce, LLC, a Florida limited liability company, who is personally known to me or who has produced _____, as identification.

Marta M. Yzquierdo
NOTARY PUBLIC, STATE OF FLORIDA
MARTA M. YZQUIERDO



Martha M. Yzaguirre
My Commission D0782812
Expires March 12, 2007

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