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**Articles of Amendment
To
Articles of Organization
Of
Miami Gardens Office Center, LLC, a Florida limited liability company**

FIRST: The Articles of Organization were filed on June 30, 2006 and assigned document number L06000066061.

SECOND: This amendment is submitted to add the following:

The following Article VI is hereby added:

The limited liability company shall not directly or indirectly hold or acquire any legal or equitable ownership interest in any real or personal property other than that located at 99 NW 183rd Street, N. Miami Beach, Florida 33169 (the "Property"), or become a shareholder of or a member or partner in any entity which acquires any property other than the Property, until such time as the indebtedness under that certain loan in the original principal amount of \$3,100,000.00 (the "Loan") to be assumed by the company currently held by Wells Fargo Bank, as trustee for the registered holders of the J.P. Morgan Chase Commercial Mortgage Pass-Through Certificates Series 2005-LDP3 (the "Lender"), has been fully repaid and all obligations there under are satisfied. The company's purpose shall be, and hereby limited to the acquisition, ownership, operation and disposition of the Property, it is prohibited from other activities, mergers, consolidations and asset sales while the Loan is outstanding, the company shall maintain its separate identity pursuant to the covenants set forth below, and the purposes of the company shall not be amended without the prior written consent of the Lender. The company shall be bound by the following covenants:

- a) To maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any person or entity;
- b) To conduct its own business in its own name, pay its own liabilities out of its own funds (including paying salaries of its own employees), allocate fairly and reasonable any overhead for shared employees and office space, and to maintain an arm's length relationship with its affiliates;
- c) To hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;
- d) Not to guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners,

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members or shareholders;

- e) Not to pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;
- f) Not to enter into any contract or agreement with any guarantor or any party directly or indirectly controlling, controlled by or under common control with the company or any guarantor (an "Affiliate"), 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 any guarantor or Affiliate;
- g) To maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character, and maintain a sufficient number of employees in light of its contemplated business operations;
- h) Neither the company nor any constituent party of the company will seek to sell assets of the company or the dissolution or winding up, in whole or in part, of the company, nor will the company merge with or be consolidated into any other entity;
- i) The company has maintained and will continue to maintain its assets segregated from those of any constituent party of the company or any Affiliate, guarantor or any other person or entity;
- j) The company shall obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage.
- k) The company does not have and will not incur any other indebtedness other than (1) the Indebtedness, and (ii) unsecured trade payables (that are customary and not evidenced by a promissory note) related to the ownership and operation of the Property and incurred in the ordinary course of business and which shall not exceed 60 days in duration from the date those trade payables are first incurred by Borrower, and which shall not exceed \$62,000.00.

Miami Gardens Office Center, LLC, a
Florida limited liability company

Dated: 2/12/07

By: 

Dvir Derhy, Managing Member