

Florida Department of State

Division of Corporations

Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H07000046150 3)))



H070000461503ABCX

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 205-0383

From: Account Name : JOSEPH M. BALOCCO, P.A.
Account Number : I20000000147
Phone : (954) 764-0005
Fax Number : (954) 764-1478

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN

FIVE KIDS, LLC

Certificate of Status	1
Certified Copy	1
Page Count	01
Estimated Charge	\$60.00

Electronic Filing Menu

Corporate Filing Menu

Help

RECEIVED
07 FEB 20 PM 3:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
07 FEB 20 AM 8:42
SECRETARY OF STATE
DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 FEB 20 AM 8:42

AMENDMENT TO
ARTICLES OF ORGANIZATION
OF
FIVE KIDS, LLC

The following Amendment to the Articles of Organization of Five Kids, LLC, a Florida limited liability company, was submitted and approved at a joint special meeting of the Members of said company held on January 3rd, 2007, and thereat proposed by the Members and duly approved at said meeting:

AMENDMENT: The Articles of Organization of Five Kids, LLC are hereby amended in the following respect:

1. Article VII shall be deleted and replaced with the following:

ARTICLE VII – PURPOSE

The business and purpose of Five Kids, LLC, a Florida limited liability company (the "Company") shall consist solely of the acquisition, operation and disposition of the real property described on Exhibit "A" attached hereto (the "Property") and to enter into a loan transaction (the "Loan") with LaSalle Bank National Association (the "Lender") in which the Company shall borrow certain monies in the approximate amount of Seven Million & 00/100 Dollars (\$7,000,000.00) from the Lender. The Company shall:

(a) not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

(b) not engage in any business other than the ownership, operation and disposition of the Property;

(c) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables (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: (i) 60 days in duration from the date such trade payables are first incurred by the Company, and (ii) in the aggregate, 2.0% of the original principal balance of the Loan;

(d) maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

H 070000 461 503

(e) 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 reasonably any overhead for shared employees and office space, and maintain an arm's length relationship with its affiliates;

(f) hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;

(g) not 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, members or shareholders;

(h) not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

(i) not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Company or Principal (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 Principal or Affiliate;

(j) 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;

(k) not dissolve or wind up, in whole or in part, and no member of the Company shall seek the dissolution or winding up, in whole or in part, of the Company, and the Company will not merge with or be consolidated into any other entity;

(l) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of the Company, Affiliate, Principal or any other person; and

(m) 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 the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Company shall not amend, modify or terminate any of these provisions of the Company's **Certificate of Organization or Operating Agreement** without the prior written consent of the Lender.

H070000161503

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

I HEREBY CERTIFY that the Minutes of the joint special meeting of the Members of Five Kids, LLC, held on January 2nd, 2007, reflect that the above Amendment to the Articles of Organization was approved by the Members in accordance with the Regulations of the Company.

WITNESSES:

Five Kids, LLC, a Florida limited liability company by:

Five Kids Manager, LLC, a Florida limited liability company

By: Hugh Anderson, Managing Member

Hugh Anderson, Member

STATE OF FLORIDA)

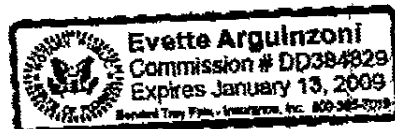
ss:

COUNTY OF BROWARD)

I HEREBY CERTIFY that on the 2nd day of January, 2007, personally appeared before me, the undersigned authority, Hugh Anderson, as the Managing Member of Five Kids Manager, LLC, a Florida limited liability company, Managing Member of Five Kids, LLC, and as a Member of Five Kids, LLC, to me well known and known to me to be the person who signed the above Amendment to the Articles of Organization and who acknowledged to me that he executed the foregoing on behalf of the company for the purpose of obtaining an Amendment to the Articles of Organization as hereinabove set forth and who produced a valid Florida Driver License as identification and who did not take an oath.

Evette Arguinzon
Notary Public

My Commission Expires:



H01000041503

PARCEL I

Legal Description (Interstate Warehouse Phase I)

Parcel "A"

Lots 17 and 18, Block 2, WEST BROWARD CENTER, according to the plat thereof, recorded in Plat Book 24, Page 18, of the public records of Broward County, Florida.

PARCEL "B"

Lots 15 and 16, Block 2, WEST BROWARD CENTER, according to the plat thereof, recorded in Plat Book 24, Page 18, of the public records of Broward County, Florida, with a portion of Southeast one-quarter (SE 1/4) of Section 5, Township 50 South, Range 42 East, lying East of and adjacent to said Lots 15 and 16, and lying West of Northwest 25th Avenue and lying South of Easterly extension of the North line of said Lot 16, and lying North of Easterly extension of South line of said Lot 15.

PARCEL "C"

A Parcel of land in the Southeast one-quarter (SE 1/4) of Section 5, Township 50 South, Range 42 East, Broward County, Florida, described as follows:

Commencing at the Southwest corner of the Southeast one-quarter (SE 1/4) of said Section 5; thence Easterly along the South line of the said Section 5, a distance of 990.00 feet; thence Northerly and parallel to the West line of the said Southeast one-quarter (SE 1/4) of Section 5, making an angle of 90°20'30" in the Northwest quadrant, a distance of 450.00 feet, to the Point of Beginning; thence continuing Northerly along the last mentioned course a distance of 150.00 feet, to a point of intersection with the Easterly extension of the North lot line of Lot 14, Block 2, WEST BROWARD CENTER, according to the plat thereof, recorded in Plat Book 24, Page 18, of the public records of Broward County, Florida; thence Westerly making an included angle of 89°39'30" along said Easterly extension the North lot line of said Lot 14, a distance of 130.00 feet to the Northeast corner of said Lot 14; thence Southerly making an included angle of 90°20'30" along the East boundary line of Lots 12, 13 and 14, of Block 2, said WEST BROWARD CENTER, a distance of 150.0 feet to the Southeast corner of Lot 12, Block 2, said WEST BROWARD CENTER; thence Easterly along the Easterly extension of the South line of said Lot 12, making an included angle of 89°39'30", a distance of 130.0 feet to the Point of Beginning.

Said land situated lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 58,360 square feet or 1.3398 acres, more or less.

H070000461503

PARCEL II

Legal Description Parcel 2

A Portion of Parcel "A", ALEX AND MASON SUBDIVISION, according to the plat thereof, recorded in Plat Book 83, Page 22, of the public records of Broward County, Florida, more fully described as follows:

Beginning at the Northwest corner of said Parcel "A"; thence due East, on the North line of said Parcel "A", a distance of 586.00 feet; thence due South, a distance of 526.50 feet; thence due West, on the South line of said Parcel "A", a distance of 176.53 feet; thence due North, a distance of 130.00 feet; thence due West a distance of 200.47 feet; thence due North, a distance of 370.50 feet; thence due West, a distance of 209.17 feet; thence North 00°21'49" East, on the West line of said Parcel "A", a distance of 26.00 feet to the Point of Beginning.

Said land situate, lying and being in the City of Fort Lauderdale, Broward County, Florida, and containing 177,865 square feet or 4.0832 acres, more or less.

PARCEL III

Legal Description (Vehicle Storage)

A portion of Parcel "A", ALEX AND MASON SUBDIVISION, according to the plat thereof as recorded in Plat Book 83, Page 22 of the Public Records of Broward County, Florida, more fully described as follows:

Commence at Northwest corner of said Parcel "A"; thence South 00°21'49" West along the the West line of said Parcel "A", a distance of 26.00 feet to the POINT OF BEGINNING; thence continue South 00°21'49" West, a distance of 228.21 feet to a point of curve; thence Southeasterly on a curve to the left, with a radius of 1909.86 feet, a central angle of 01°51'22", an arc distance of 61.87 feet; thence South 00°21'49" West, a distance of 40.43 feet; thence due East, a distance of 210.27 feet; thence due North, a distance of 330.50 feet; thence due West, a distance of 209.17 feet to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 68,396 square feet or 1.5931 acres, more or less.

South Easement

A portion of Parcel "A" - ALEC AND MASON SUBDIVISION, as recorded in Plat Book 83, Page 22, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Parcel "A"; thence South 00°21'49" West, along the West line of said Parcel "A", a distance of 254.21 feet to a point on a curve; thence Southerly along a curve to the right whose tangent bears South 01°29'26" East, with a radius of 1909.86 feet and a central angle of 01°51'15" an arc distance of 61.87 feet to a point of tangency; thence South 00°21'49" West, along a line 1.00 foot East of and parallel with the West line of said Parcel "A", a distance of 40.84 feet to the Point of Beginning; thence continuing South 00°21'49" West along said parallel line a distance of 28.00 feet; thence due East, a distance of 49.00 feet; thence North 00°21'49" East, a distance of 28.00 feet; thence due West a distance of 49.00 feet to the Point of Beginning.

North Easement

All that part of Parcel "A" - ALEC AND MASON SUBDIVISION, according to the plat thereof, recorded in Plat Book 83, Page 22 of the Public Records of Broward County, Florida, more particularly described as follows:

Beginning at the Northwest corner of said Parcel "A"; thence East along the North line of said Parcel "A", a distance of 209.00 feet; thence South, a distance of 26.00 feet; thence West, a distance of 209.17 feet; thence North 00°21'49" East along the West line of said Parcel "A", a distance of 26.00 feet to the Point of Beginning.

H070000461503