

Florida Department of State
Division of Corporations
Public Access System
Electronic Filing Cover Sheet

W07000034717

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.

(((H07000128860 3)))



H070001288603ABC%

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 : RUDEN, MCCLOSKY, SMITH, SCHUSTER & RUSSELL
Account Number : 076077000521
Phone : (954) 527-2428
Fax Number : (954) 333-4001

07 MAY 10 AM 11:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN

ASPEN SKEES ROAD, LLC

Certificate of Status	1
Certified Copy	1
Page Count	02
Estimated Charge	\$60.00

DB

RECEIVED

07 MAY 10 PM 2:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

**ARTICLES OF CORRECTION
TO
ARTICLES OF ORGANIZATION
OF
ASPEN SKEES ROAD, LLC**

1. The articles of organization of ASPEN SKEES ROAD, LLC (the "Company") were filed with the Florida Department of State on April 12, 2007, document number L07000039717.
2. The articles of organization were filed with incorrect information with regard to Article Four: Purpose and Article Five: Powers and Duties of the Company.
3. The articles of organization are to be corrected by inserting the following Article Four: Purpose and Article Five: Powers and Duties.

ARTICLE FOUR: PURPOSE.

The Company's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the real property at 1426 - 1486 Skees Road, West Palm Beach, Florida 33411, located in Palm Beach County, Florida (the "Property") and activities incidental thereto.

ARTICLE FIVE: POWERS AND DUTIES.

Notwithstanding any other provisions of these Articles and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of all members, the Company shall have no authority on behalf of the Company to:

- (i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time three percent (3%) of the outstanding obligations secured by the Security Instrument;
- (ii) seek the dissolution or winding up, in whole or in part, of the Company;

- (iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action; or
- (v) amend, modify or alter Articles Four, Five, Six, Seven, Eight or Nine of these Articles.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Company shall have no authority to take any action in items (i) through (iii) and (v) without the written consent of the holder of the Security Instrument.

4. These articles of correction have been prepared pursuant to Section 608.4115 of the Florida Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned has executed these articles of correction as of the 9th day of May, 2007.

By: Marvin Rosen
Marvin Rosen, Authorized Representative

FILED
07 MAY 10 AM 11:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

#07000128860 3