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TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: WILTON REALTY, LLC

(Name of Limited Liability Company)

Dear Sir or Madam:

The enclosed Articles of Correction and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

MITCHELL E. MONROE, ESQ.

(Name of Person)

MITCHELL E. MONROE, P.A.

(Firm/Company)

107 SE 5th Street

(Address)

Dania Beach, FL 33004

(City/State and Zip Code)

For further information concerning this matter, please call:

Mitchell Monroe

(Name of Person)

at (954) 559-9029

(Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Enclosed is a check for the following amount:

☐ \$25 Filing Fee

☐ \$30 Filing Fee &
Certificate of Status

☐ \$55 Filing Fee &
Certified Copy

☒ \$60 Filing Fee,
Certificate of Status &
Certified Copy

CR2E062 (08/05)

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07 MAY 23 PM 2:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF CORRECTION FOR
WILTON REALTY, LLC, a Florida limited liability company**

Pursuant to section 608.4115, Florida Statutes, this document is being submitted within the required 30 business days to correct the attached articles of organization in Florida.

FIRST: The name of the limited liability company is: WILTON REALTY, LLC.

SECOND: The articles of organization contains an incorrect statement. The incorrect statement is found in Article III which should be deleted in its entirety and replaced with the following corrected statement:

ARTICLE III

- 3.01 **Purposes of the Company.** The nature of the business and the purposes to be conducted and promoted by WILTON REALTY, LLC, a Florida limited liability company is to engage solely in the following activities:

3.01.1 To exercise all powers enumerated in the Florida Limited Liability Company Act, Florida Statutes Chapter 608, Section 608.401 et sec necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

3.01.2 To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the property located at 2416 Wilton Drive, Wilton Manors, Florida 33305, and legally described as follows:

Lots 3, 4 and 5, Block 28 UNIT 1 WILTON MANORS, according to the Plat thereof, recorded in Plat Book 9 at Page 2, and as amended by the AMENDED PLAT OF UNIT 1 WILTON MANORS, according to the Plat thereof, recorded in Plat Book 15, Page 1, both of the Public Records of Broward County, Florida (the "Property").

- 3.02 **Single Purpose Entity Bankruptcy Remote.** WILTON REALTY, LLC, a Florida limited liability company has entered into and received certain financing (the "Financing") from Column Financial, Inc. (together with its successors and assigns, the "Lender"), which Financing is secured by a first mortgage lien on the Property. With respect to the Financing and the Property (all the following apply):

3.02.1 The Company does not own and will not own any encumbered asset other than (a) the Property, and (b) incidental personal property necessary for the operation of the Property.

3.02.2 The Company is not engaged and will not engage in any business other than the ownership, management and operation of the Property.

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CLERK OF DISTRICT COURT
STATE OF FLORIDA

3.02.3 The Company will not enter into any contract or agreement with any general partner, principal, member or affiliate of the Company or any affiliate of any such general partner, principal, or member of the Company, 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 an affiliate.

3.02.4 The Company has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (a) the secured indebtedness, and (b) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property.

3.02.5 The Company has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Company, or any guarantor).

3.02.6 The Company is and will be solvent and pay its debts from its assets as the same shall become due.

3.02.7 The Company has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the Company's, or any such partner's, member's or shareholders's existence as a single-purpose, single-asset "bankruptcy remote" entity.

3.02.8 The Company will conduct and operate its business as presently conducted and operated.

3.02.9 The Company will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members.

3.02.10 The Company will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate).

3.02.11 The Company will file its own tax returns.

3.02.12 The Company will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

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CLERK OF SUPERIOR COURT
ALABAMA

3.02.13 The Company will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Company.

3.02.14 The Company will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity.

3.02.15 The Company will not commingle the funds and other assets of the Company with those of any general partner, principal, member or affiliate, or any other person.

3.02.16 The Company has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person.

3.02.17 The Company has, and any general partner or operating member of the Company has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities.

3.02.18 The Company does not and will not hold itself out to be responsible for the debts or obligations of any other person.

3.02.19 The Company upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, the Company shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

May 17, 2007

THE COMPANY:

WILTON REALTY, LLC, a Florida limited liability company

By: _____

Barry J. Minoff, Trustee, under the Barry J. Minoff Trust Agreement dated August 9, 1993, as modified (an Ohio Trust), Managing Member

THE MEMBER:

Barry J. Minoff, Trustee, under the Barry J. Minoff Trust Agreement dated August 9, 1993, as modified (an Ohio Trust)

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07 MAY 23 PM 2:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Electronic Articles of Organization
For
Florida Limited Liability Company**

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FILED 8:00 AM
April 25, 2007
Sec. Of State
ncausseaux

Article I

The name of the Limited Liability Company is:

WILTON REALTY, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

2416 WILTON DRIVE
WILTON MANORS, FL. US 33305

The mailing address of the Limited Liability Company is:

7711 EAST PLEASANT VALLEY ROAD
CLEVELAND, OH. US 44131

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

MITCHELL E MONROE ESQ.
107 SE 5TH STREET
DANIA BEACH, FL. 33004

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby 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.

Registered Agent Signature: MITCHELL E MONROE

Article V.

The name and address of managing members/managers are:

Title: MGRM
BARRY J MINOFF TRUSTEE
7711 EAST PLEASANT VALLEY ROAD
CLEVELAND, OH. 44131 US

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FILED 8:00 AM
April 25, 2007
Sec. Of State
ncausseaux

Article VI

The effective date for this Limited Liability Company shall be:

04/25/2007

Signature of member or an authorized representative of a member

Signature: BARRY J. MINOFF, TRUSTEE