

L180002772/86

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2018 DEC -7 AM 10:41
SECRETARY OF STATE
TALLAHASSEE, FL

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Carson CFA LLC

Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Jerald C. Cantor

Name of Person

Phillips, Cantor & Shalek, P.A.

Firm/Company

4000 Hollywood Blvd., Suite 500 N

Address

Hollywood, FL 33021

City/State and Zip Code

jcantor@phillipslawyers.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jerald C. Cantor

954 966-1820
at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Carson CFA LLC

(Name of the Limited Liability Company as it now appears on our records
(A Florida Limited Liability Company))

FILED
2018 DEC -7 AM 10:41
SECRETARY OF STATE
TALLAHASSEE, FL

The Articles of Organization for this Limited Liability Company were filed on December 3, 2018 and assigned
Florida document number L18000277486.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "LLC."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

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 relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
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			<input type="checkbox"/> Change

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See attached Rider

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:

(b) The 90th day after the record is filed.

Dated December 6, 2018

Signature of a member or authorized representative

Jerald C. Cantor

Typed or printed name of signee

**Rider to Articles of Organization
of
Carson CFA LLC**

Article VI. Special Purpose Entity.

- A. **Purpose.** The Company's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate located at 20707 South Avalon Blvd., Carson, CA (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.
- B. **Limitations.** The Company shall not merge, combine or consolidate with any other entity.
- C. **Company Property.** All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member of the Company shall have any ownership interest in any Company property in its individual name or right, and each member's ownership interest in the Company shall be personal property for all purposes.
- D. **Separateness/Operations Matters.** The Company shall:
- (a) maintain books and records and bank accounts separate from those of any other person;
 - (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
 - (c) hold regular meetings, as appropriate, to conduct the business of the Company, and observe all customary organizational and operational formalities;
 - (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
 - (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
 - (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
 - (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
 - (h) conduct business in its own name, and use separate stationery, invoices and checks;
 - (i) not commingle its assets or funds with those of any other person; and

(j) not assume, guarantee or pay the debts or obligations of any other person.

(k) pay its own liabilities out of its own funds;

(l) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;

(m) not hold out its credit as being available to satisfy the obligations of others;

(n) not acquire obligations or securities of its shareholders;

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

(p) correct any known misunderstanding regarding its separate identity; and

(q) intend to remain solvent and maintain adequate capital in light of its contemplated business operations.

E. Subordination of Indemnities. All indemnification obligations of the Company are fully subordinated to any obligations respecting the Property and such indemnification obligations shall in no event constitute a claim against the Company if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations.

F. Further Limitations Regarding Lending Institution. Notwithstanding any other provisions of these Articles and any provision of law that otherwise so empowers the Company, and so long as any obligations secured by a security instrument (eg. mortgage or deed of trust) to a lending institution remain outstanding and not discharged in full, without the consent of all members, the Company shall not and no officer or manager of the Company shall cause the Company to:

(a) engage in any business or activity other than those set forth in Article VI .A. above;

(b) borrow money or incur indebtedness other than normal trade accounts payable and lease obligations in the normal course of business (subject to the limitations contained in the security instrument), or grant consensual liens on its property; except that the Company is hereby authorized to obtain financing secured by the lien on the property evidenced by a Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Documents, Security Agreement and Fixture Filing filed in the official public records of Harris County, Texas for the benefit of a lender (the

"Mortgage"), and to obtain such other indebtedness expressly permitted therein or in the documents related to the Mortgage;

- (c) dissolve, wind-up or liquidate;**
- (d) sell or lease, or otherwise dispose of, all or substantially all of its assets;**
- (e) 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;**
- (f) merge, combine or consolidate with any other entity.**

Notwithstanding the foregoing and so long as any obligation secured by a security instrument remains outstanding and not discharged in full, neither the officers nor managers of the Company shall have any authority to take any action in items (a) through (d), (f) or (g) without (1) the prior written consent of the holder of the security instrument.



Phillips, Cantor & Shalek, P.A.

ATTORNEYS AT LAW

December 6, 2018

Via Federal Express Delivery

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

RE: Carson CFA LLC, a Florida limited liability company
Document L18000277486

Dear Sir/Madam:

Enclosed are Articles of Amendment to Articles of Organization of Carson CFA LLC, a Florida limited liability company together with a check in the amount of \$30.00 representing the filing fee and certificate of status.

If you have any questions, please contact us. Thank you for your cooperation in this matter.

Very truly yours,

JERALD C. CANTOR
For the Firm

JCC/ag
Enclosures

Presidential Circle Suite 500-North, 4000 Hollywood Boulevard, Hollywood, FL 33021

P: 954.966.1820 F: 954.414.9309 W: www.phillipslawyers.com E: jcantor@phillipslawyers.com