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**CANTON CENTER ASSOCIATES, L.L.C.**

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No. 1805 P. 2/6

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

CANTON CENTER ASSOCIATES, L.L.C.

(Present Name)  
(A Florida Limited Liability Company)

**FIRST:** The Articles of Organization were filed on August 27, 1999 and assigned document number L99000005411.

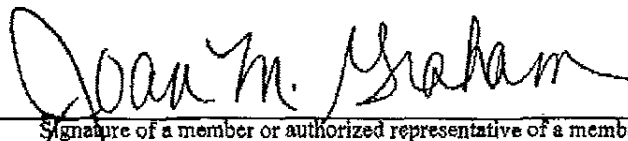
**SECOND:** This amendment is submitted to amend the following:

To change the single purpose language set forth in the original  
articles of organization. Article VII - Restrictive Provisions is  
hereby deleted in its entirety and replaced with the attached  
language. (See Attachment)

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Dated October 3, 2007.



Signature of a member or authorized representative of a member

Joan M. Graham

Typed or printed name of signee

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#### ARTICLE VII – Restrictive Provisions

1. The purpose of the Company is limited solely to (i) owning, holding, mortgaging, selling, leasing, transferring, exchanging, operating and managing the property commonly known as 455 – 12<sup>th</sup> Street, Brooklyn, New York (hereinafter referred to as the “Property”), and (ii) transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.
2. Notwithstanding any other provisions herein to the contrary, so long as the First Mortgage is outstanding, the Company may not, without the prior written consent of the Lender or its assignees, so any of the following:
  - (a) engage in any business or activity other than those set forth in Paragraph 1 of this Article; or
  - (b) incur any indebtedness or assume or guaranty any indebtedness other than the First Mortgage Loan and unsecured trade debt incurred in the ordinary course of business which is payable within thirty (30) days of when incurred, provided that the total outstanding amount of such trade debt does not exceed any maximum amount provided in the Deed of Trust or Mortgage with the Lender (the “Security Instrument”) at any one time.
3. Notwithstanding any other provisions herein to the contrary, so long as the First Mortgage is outstanding, the Company may not do any of the following:
  - (a) dissolve or liquidate, in whole or part;
  - (b) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;
  - (c) amend or cause to be amended these Articles with respect to changing the sole purpose of the Company or the separateness covenants contained in Paragraph 4 of this Article; or
  - (d) take any action that might cause the Company to become insolvent.
4. Notwithstanding any other provisions of these Articles to the contrary, the Company shall:
  - (a) maintain books and records separate from any other person or entity;
  - (b) maintain its bank accounts separate from any other person or entity;

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- (c) not commingle its assets with those of any other person or entity and hold its assets in its own name;
- (d) conduct its own business in its own name;
- (e) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- (f) pay its own liabilities and expenses only out of its own funds;
- (g) observe company and all other organizational formalities;
- (h) maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
- (i) pay all salaries of its own employees from its own funds;
- (j) maintain a sufficient number of employees in light of its contemplated business operations;
- (k) not guarantee or become obligated for the debts of any other entity or person;
- (l) not hold out its credit as being available to satisfy the obligations of any other person or entity;
- (m) not acquire the obligations or securities of its affiliated or owners, including members or shareholders, as appropriate;
- (n) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investments-grade securities);
- (o) allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- (p) use separate stationary, invoices, and checks bearing its own name;
- (q) not pledge its assets for the benefit of any other person or entity;
- (r) hold itself out as a separate identity;
- (s) correct any known misunderstanding regarding its separate identity;

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- (t) not identify itself as a division of any other person or entity; and
  - (u) maintain adequate capital in light of its contemplated business operations.
5. Notwithstanding any other provisions of these Articles to the contrary, the unanimous consent of all members is required for the Company to:
- (a) institute proceedings to the adjudicated bankrupt or insolvent;
  - (b) consent to the institution of bankruptcy or insolvency proceedings against it;
  - (c) file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy;
  - (d) seek or consent to the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any other similar official of the Company or a substantial part of its properties;
  - (e) make any assignment for the benefit of creditors;
  - (f) admit in writing its inability to pay its debts generally as they become due;
  - (g) otherwise seek relief under any laws relating to the relief from the debts or the protections of debtors generally;
  - (h) take any action in furtherance of any of the preceding actions;
  - (i) engage in transactions with affiliates; or
  - (j) except as otherwise provided in Paragraph 3(c) of this Article, amend the organizational documents of the Company.
6. If there are one or more managing members of the Company, notwithstanding any other provisions of this L.L.C. Agreement to the contrary, the Company shall continue (and not dissolve) for so long as a solvent managing member exists.
7. Notwithstanding any other provisions of this L.L.C. Agreement to the contrary, so long as the First Mortgage is outstanding, no member of the Company may transfer any direct or indirect ownership interest in the Company such that the transferee owns more than 49% interest in the Company (or such other interest as specified in the Security Instrument) unless such transfer is conditioned upon delivery of an acceptable Non-

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Consolidation Opinion (as defined below) to the Lender or and to any nationally recognized rating agency which has been requested by the Lender or any transferee of the Lender to rate any issue of securities issued in respect of a pool of mortgage loans which includes the First Mortgage Loan (the "Certificate") and which is then rating, or expected to rate, such Certificate (individually, a "Rating Agency"), concerning, as applicable, the Company, the new transferee and/or their respective owners.

8. For purposes of this Paragraph, "Non-Consolidated Opinion") shall mean an opinion of counsel to the Company (reasonably satisfactory to the Lender and each Rating Agency in form and substance, from counsel reasonably satisfactory to the Lender and each Rating Agency and containing assumptions, limitations and qualifications customary for the opinions of such type) to the effect that a court of competent jurisdiction in a proceeding under the United States Bankruptcy Code would not consolidate the assets and liabilities of the Company with those of any member or affiliate thereof which became a debtor under the United States Bankruptcy Code, and if applicable to the Company, that any such transfer would not be a fraudulent conveyance under the United States Bankruptcy Code.

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