

L01000017824

Florida Department of State  
Division of Corporations  
Public Access System  
Katherine Harris, Secretary of State

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

02 JAN 24

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.

((H02000022301 4))

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 : EMPIRE CORPORATE KIT COMPANY  
Account Number : 072450003255  
Phone : (305) 634-3694  
Fax Number : (305) 633-9696

AL

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

02 JAN 24 PM 3:48

RECEIVED

LIMITED LIABILITY AMENDMENT

INNEX II, L.L.C.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$55.00

H 02000022301

5

**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF ORGANIZATION  
FOR  
INNEX II, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Section 608.411, Florida Statutes, Innex II, L.L.C., A Florida Limited Liability Company hereby adopts into its articles of organization, filed on October 16, 2001 the following articles of amendment:

**FIRST:** Amendment(s) adopted:

The following language shall be incorporated into the existing articles of organization:

**ARTICLE VIII. DEFINITIONS**

For purposes of these Articles of Organization, the following terms are defined as follows:

**Section 1. Lender.** As used throughout these articles of organization, this term is defined as THE CHASE MANHATTAN BANK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF PRUDENTIAL SECURITIES SECURED FINANCING CORPORATION COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 1999-C2, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR.

**Section 2. Borrower.** As used throughout these articles of organization, this term is defined as INNEX II, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY.

**Section 3. Amount of Indebtedness.** As used throughout these articles of organization, this shall be defined as (\$3,100,000.00) three million one hundred thousand dollars.

**Section 4. Property.** As legally described in the Exhibit "A" attached to these articles of organization.

**ARTICLE IX. ASSUMPTION OF MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**

This limited liability company shall assume all remaining indebtedness and all covenants and restrictions imposed upon the Borrower as contained in the Mortgage dated August 13, 1998, and given by the Mortgagor, PEMBROKE-BISCAYNE, L.C., a Florida limited liability company, and ADI PROPERTIES, INC., a Florida Corporation, whose address is 1111 Kane Concourse, Suite 400, Bay Harbor Islands, Florida 33154, to the Mortgagee, GREENWICH CAPITAL FINANCIAL PRODUCTS, INC., a corporation organized and existing under the laws of Delaware, together with its successors, assigns and transferees, ( The "Mortgage").

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
02 JAN 24

H 02000022301

**ARTICLE X. COVENANTS WITH RESPECT TO SINGLE PURPOSE,  
INDEBTEDNESS, OPERATIONS, FUNDAMENTAL CHANGES OF BORROWER.**

Until such time as the indebtedness secured by the Mortgage is paid in full, Borrower:

(a) does not own and will not own any assets other than (f) the Property encumbered by the Mortgage, and (ii) incidental personal property necessary for the operation of the Property, and (iii) the cash proceeds thereof;

(b) are not engaged and will not engage in any business other than the ownership, management and operation of the Property;

(c) will not enter into any contract or agreement with any general partner, member, principal or affiliate of the Borrower, any of the parties comprising Borrower, or any affiliate of the general partner or any member of the Borrower or any of such parties 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;

(d) have not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured by the Mortgage, and (ii) affiliate advances or trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no other debt may be secured ( senior, subordinate or pari passu) by the Property;

(e) have not made and will not make any loans or advances to any third party (including any affiliate);

(f) are and will be solvent and pay their debt from their own assets as the same shall become due;

(g) have done or caused to be done and will do all things necessary to preserve their existence, and will not, nor will any partner, limited or general, member, or shareholder thereof, amend, modify, or otherwise change their partnership certificate, partnership agreement, articles of incorporation, by-laws, articles of organization, operating agreement, or other organizational documents in a manner which adversely affects the existence of any of them as a single purpose entity;

(h) shall continuously maintain Borrower's and each constituent entity's existence and right to do business in the state where the Property is located;

(f) will conduct and operate their businesses as presently conducted and operated;

(j) will maintain books and records and bank accounts separate from those of their affiliates, including general partners;

(k) will be, and at all times will hold themselves out to the public as, legal entities separate and distinct from any other entity (including any affiliate thereof);

(l) will file their own tax returns;

(m) will maintain adequate capital for the normal obligations reasonably foreseeable in a business of the applicable size and character and in light of the contemplated business operations;

(n) will not seek, acquiesce in, or suffer or permit the dissolution or winding up, in whole or in part, of the Borrower or the constituents of the Borrower;

(o) 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;

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
02 JAN 24

(p) will not commingle the funds and other assets of the Borrower with those of any constituent, general partner, any affiliate or any other person;  
 (q) has and will maintain their assets in such a manner that it is not costly or difficult to segregate, ascertain or identify the individual assets from those of any affiliate or any other person, and  
 (r) do not and will not hold themselves out to be responsible for the debts or obligations of any other person.


**SECOND:** The date of adoption for each amendment is **January 23, 2002.**

**THIRD:** The amendment(s) were approved by sole member.


Signed this 23<sup>rd</sup> day of **January, 2002.**

Sole Member:

By:

  
 JUAN B. QUINTANA AS PRESIDENT FOR  
 INNEX INVESTMENT CORP., AS SOLE  
 MEMBER AND MANAGER OF INNEX II, L.L.C.

By:

  
 DIGNA N. QUINTANA AS VICE PRESIDENT  
 FOR INNEX INVESTMENT CORP., AS SOLE  
 MEMBER AND MANAGER OF INNEX II, L.L.C.

FILED  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

02 JAN 24

JAN-24-2002 14:13

P.05/05

the South 300 feet of Parcel B of UNIVERSITY HEIGHTS according to the Plat thereof, as recorded in Plat Book 72 Page 19 of the Public Records of Broward County, Florida.

Less and Except the following:

A Parcel of land being portion of the Northeast 1/4 of Section 8, Township 51 South, Range 41 East being a portion of Parcel "B" of UNIVERSITY HEIGHTS" as recorded in Plat Book 72 at page 19 of the Public Records of Broward County, Florida; and lying in the City of Pembroke Pines, Broward County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 8; thence N. 02°06'50" W along the East line of said Northeast 1/4 of Section 8 for 240.24 feet; thence S87°53'10" W. for 50.00 feet to a point of intersection with the West Right of Way Line of Douglas Road (N.W. 89th Avenue) as described in Plat Book 72 at Page 19 of the Public Records of Broward County, Florida, said point of intersection also being the Point of Beginning of the hereinafter described Parcel of land; thence S 02°06'50" E along said West Right of Way Line of Douglas Road (N.W. 89th Avenue) for 165.39 feet to the point of curvature of a circular curve concave to the Northwest; thence Southwesterly along the arc of said curve having a radius of 25.00 feet and an central angle of 89°52'59" for 39.22 feet to the Point of Tangency, said point of tangency also being a point of intersection with the North Right of Way Line of Taft Street as described in Plat Book 72 at Page 19 of the Public Records of Broward County, Florida; thence S87°46'09" W along said North Right of Way Line of Taft Street for 17.98 feet; thence N 42°49'40 E for 49.45 feet; thence N 02°06'50" W for 122.09 feet; thence N 11°22'59" E for 34.26 feet to the Point of Beginning.

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

02 JAN 24

H 02000022301