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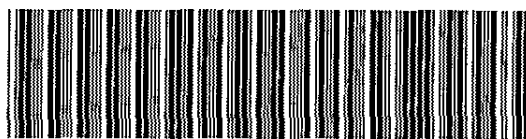
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TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

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RTG Investments, LLC

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☐ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☐ Merger File
- ☒ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☐ Cert. Copy
- ☒ Photo Copy
- ☒ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
- ☐ Vehicle Search
- ☐ Driving Record
- ☐ UCC 1 or 3 File
- ☐ UCC 11 Search
- ☐ UCC 11 Retrieval
- ☐ Courier

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
RTG INVESTMENTS, LLC**
(Filed in accordance with 608.411, F.S.)

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ARTICLE I

NAME

The name of the limited liability company is RTG Investments, LLC (the "Company").

ARTICLE II

ADDRESS

The mailing and street address of the Company's principal office is 3857 Hunters Drive, Orlando, Florida 32837.

ARTICLE III

DURATION

Except to the extent limited by or otherwise prohibited by the provisions of Article IV, herein, the Company shall have a perpetual existence, unless dissolved upon the written consent of its members or on the occurrence of the death, bankruptcy, resignation, or expulsion of the last one of its members. If, however, within the following 90 days, the person or other legal representative of the last remaining member agrees in writing to continue the Company and agree to the admission of it or nominee as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member.

ARTICLE IV

SINGLE PURPOSE ENTITY BANKRUPTCY REMOTE COVENANTS

Covenants with Respect to Indebtedness; Operations and Fundamental Changes of the Limited Liability Company; RTG Investments, LLC 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 certain real and other property located at 9350 US Highway 192, Clearmont, Florida 34714 (the "Property"). With respect to the Financing and the Property the Company:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (b) is 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, 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;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) 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;
- (e) 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);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) 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 incorporation or 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;
- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) 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);
- (k) will file its own tax returns;
- (l) 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;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Company;
- (n) 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;
- (o) 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;

- (p) 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;
- (q) 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;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) 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.

ARTICLE V

REGISTERED AGENT AND OFFICE

The name of the Company's initial registered agent in Florida is Rafael Rosado. The address of the Company's registered office in Florida is 3857 Hunters Drive, Orlando, Florida 32837.

ARTICLE VI

MANAGEMENT

The Company is to be managed by a manger. The initial manager will serve until the first annual meeting of the members. The initial manager is identified as follows:

Rafael Rosado
3857 Hunters Drive
Orlando, Florida 32837

ARTICLE VII

ADMISSION OF NEW MEMBERS

Except to the extent limited by or otherwise prohibited by the provisions of Article IV, herein, Members of the Company have the right to admit new members. Additional members may be admitted only on the unanimous written consent of the existing members, and the

existing members shall determine the amount and nature of contributions by new members at the time the new members are admitted.

ARTICLE VIII

CONTINUITY

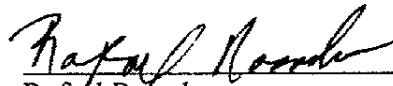
Except to the extent limited by or otherwise prohibited by the provisions of Article IV, herein, the remaining members of the Company have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Company. The business may be continued only on the unanimous written consent of the remaining members.

ARTICLE IX

ADDITIONAL PROVISIONS

Except to the extent limited by or otherwise prohibited by the provisions of Article IV, herein, the power to adopt, alter, amend or repeal the regulations of the Company is vested entirely in the registered agent, Rafael Rosado.

IN WITNES WHEREOF, I have executed these Amended and Restated Articles of Organization on this 8th day of September, 2006.



Rafael Rosado
Registered Agent

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 608.415 of the Florida Limited Liability Company, Act, the undersigned Limited Liability Company, organized under the laws of the State of Florida, submits the following statement in designating its registered office and registered agent, in the state of Florida.

1. The name of the Limited Liability Company is RTG Investments, LLC.
2. The name and address of the registered agent and office of the Limited Liability Company is:

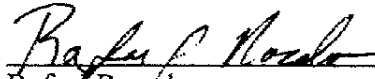
Office Address:

Rafael Rosado
3857 Hunters Drive
Orlando, Florida 32837

Mailing Address:

Rafael Rosado
3857 Hunters Drive
Orlando, Florida 32837

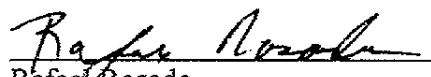
Signed:



Rafael Rosado
Sole Member and Registered Agent
September 8, 2006

ACCEPTANCE

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED LIMITED LIABILITY COMPANY A THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND 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.



Rafael Rosado
Sole Member and Registered Agent
September 8, 2006