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**CAPITAL CONNECTION, INC.**

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Casa Resort, LLC

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**ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION OF BELLA  
CASA RESORT, LLC**

**FIRST:** The Articles of Organization for Bella Casa Resort, LLC, ("Company") were filed on May 16, 2005, and assigned document number L05000048142.

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

**ARTICLE III  
Purpose**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Company, is to engage solely in the following activities:

- (1) To acquire those certain parcels of real property located in the Orangewood Center on International Drive across from Sea World , together with all improvements located thereon, (collectively, the "Property").
- (2) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property, together with all improvements located thereon.
- (3) To exercise all powers enumerated in the Florida Limited Liability Company Act incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

**ARTICLE VII  
Management**

The responsibility for the management and operation of the Company and its business shall be vested in the Members and in an independent manager that is not a member of the Company, or an Affiliate of the Company or the Members ("Independent Manager") and whose powers are limited to those powers expressly provided for herein. Any amendments to this Articles of Amendment or the original Articles of Organization shall require the prior approval of the Independent Manager and the mortgagee holding a first mortgage on the Property.

**ARTICLE VIII  
Certain Prohibited Activities**

The Company shall be prohibited, except in certain circumstances, from engaging in certain activities, including various types of insolvency proceedings, dissolution, liquidation, consolidation, merger, sale of all or substantially all of the Company's assets, transfer of limited liability company interests, incurrence of additional debt and amendment of the articles of organization.

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Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: The Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Company shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Company shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of membership interest. For so long as a mortgage lien exists on the Property the Company will not without the unanimous consent of all of the members of the Company and the Independent Manager: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity, (iii) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors, or (iv) take any action in furtherance of the foregoing. For so long as a mortgage lien exists on the Property, no material amendment to these Articles of Organization may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

#### **ARTICLE IX Indemnification**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

#### **ARTICLE X Separateness Covenants**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these Articles of organization, the Company shall conduct its affairs in accordance with the following provisions:

- (1) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.
- (2) It shall maintain separate records, books and accounts from those of any affiliate or any other person.

(3) It shall not commingle funds or assets with those of any affiliate or any other person.

(4) It shall conduct its business and hold its assets in its own name.

(5) It shall maintain financial statements, accounting statements and prepare tax returns separate from any affiliate or any other person.

(6) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations.

(7) It shall maintain adequate capital in light of its contemplated business operations.

(8) It shall maintain an arm's length relationship with any affiliate.

(9) It shall not assume or guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.

(10) It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except the guarantor of the mortgage loan.

(11) It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate.

(12) It shall not acquire obligations or securities of its partners, members or shareholders or any affiliate.

(13) It shall use stationery, invoices and checks separate from any affiliate or any other person.

(14) It shall hold itself out as an entity separate and distinct from any affiliate and not as a division, department or part of any other person or entity.

(15) It shall not identify its members or any affiliates as a division or part of it.

(16) It shall correct any known misunderstanding regarding its separate identity.

(17) It shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity.

(18) It shall not share a common logo with any affiliate or any other person.

(19) It shall not acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property.

(20) It shall maintain its books, records, resolutions and agreements as official records.

(21) It shall hold regular meetings, as appropriate, to conduct its business and observe all Company level formalities and record keeping.

For purpose of this Article IX the following terms shall have the following meanings:

**“affiliate”** means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Company, or any affiliate. For purposes of this definition, **“control”** when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms **“controlling”** and **“controlled”** have meanings correlative to the foregoing.

**“person”** means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof

## **ARTICLE XI**

### **Dissolution**

Notwithstanding any provision hereof or in any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: The Company shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following events (“Dissolution Events”):

- (a) By the unanimous consent of the Members; or
- (b) Entry of a judicial dissolution.

The vote of a majority-in-interest of the remaining members or the approval of the Independent Manager is sufficient to continue the life of the Company. If such vote is not obtained, for so long as a mortgage lien exists on the Property the Company shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

## **ARTICLE XII**

### **Voting**

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern: When acting on matters subject to the vote of the members, notwithstanding that the Company is not

then insolvent, all of the members shall take into account the interest of the Company's creditors, as well as those of the members.

Dated: September 12, 2005.

Universal Development of Florida, L.L.C.,  
as Managing Member of Bella Casa Resort, LLC

By:   
Martin Schaffer, Managing Member