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ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
HERON LAKES CENTER, LLC

1. The name of the limited liability company is Heron Lakes Center, LLC
2. The date of filing of the Articles of Organization is November 16, 2005 and assigned Florida document number L05000111209
3. The amendment to the Articles is set forth below:

The following language is added to the Articles:

4. **PURPOSE.** Notwithstanding any provision hereof 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:

A. To acquire certain parcels of real property, together with all improvements located thereon, in the City of Coral Springs, County of Broward, State of Florida located at 5771 - 5791 Coral Ridge Drive, Coral Springs, Florida 33076 (the "Property").

B. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.

C. To exercise all powers enumerated in the Limited Liability Company Act of Florida necessary or convenient to conduct, promotion or attainment of the business or purposes otherwise set forth herein.

5. **CERTAIN PROHIBITED ACTIVITIES.** Notwithstanding any provision hereof to the contrary, the following shall govern:

A. The Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property and shall not incur, assume or guaranty any other indebtedness.

B. The Company shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer of the properties and assets of the Company substantially as an entirety (1) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (2) shall include in its organizational documents the same

limitations set forth in this Article 5 and in Article 7, and (3) shall expressly assume the due and punctual performance of the Company's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Company and be continuing.

C. The Company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy code or any similar federal or state statute with the unanimous consent of the Members.

6. **INDEMNIFICATION.** Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property, including, without limitation the first mortgage on the Property, and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

7. **SEPARATENESS COVENANTS.**

A. **Definitions.** When used in this Article 7, the following terms not otherwise defined in this Agreement shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (i) in the case of any such Person which is a partnership or limited liability company, any general partner or managing member in such partnership or limited liability company, respectively, (ii) any other Person which is directly or indirectly Controlled by, Controls or is under common Control (as each is hereinafter defined) with such Person or one or more of the Persons referred to in the preceding clause (i), and (iii) any other Person who is a senior executive officer, director or trustee of such Person or any Person referred to in the preceding clauses (i) and (ii); provided, however, in no event shall the Lender or any of its Affiliates be an Affiliate of Company.

"Borrower" shall collectively refer to HERON LAKES CENTER, LLC, a Florida limited liability company, having its principal place of business at 1401 Sawgrass Corporate Pkwy, Sunrise, Florida 33323 and WYNDHAM HEIGHTS II, LLC, a Florida limited liability company, having its principal place of business at 1401 Sawgrass Corporate Pkwy, Sunrise, Florida 33323.

"Control" and the correlative terms "controlled by" and "controlling" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of the business and affairs of the entity in question by reason of the ownership of beneficial interests, by contract or otherwise.

"Lender" shall refer to Insurance Strategy Funding Corp, LLC, a Delaware limited liability company, and its successors and assigns.

"Loan" shall refer to that certain loan in the amount of \$22,000,000.00 from Lender to the Company, secured by those certain properties owned by the Borrower.

"Loan Documents" shall mean the Note, the Security Instrument, and any other

documents or instruments which now or shall hereafter wholly or partially evidence and/or secure payment of this Note or which have otherwise been executed by Borrower and/or any other Person in connection with the Loan.

"Person" shall mean any natural person, corporation, limited partnership, general partnership, joint stock company, limited liability company, limited liability partnership, joint venture, association, company, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, or any nongovernmental entity or Governmental Authority.

"Security Instrument" shall refer to the Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Spreader Agreement given by the Company, as mortgagor, for the benefit of Lender, as mortgagee, covering the fee estate of the Company in the Property, in connection with the Loan.

Capitalized terms used in this Article 7 without definition shall have the meanings ascribed to such terms in the Security Instrument.

B. Special Purpose Entity Covenants. Notwithstanding anything to the contrary in this Agreement and for so long as a mortgage lien remains on any portion of the Property, in order to preserve and ensure its separate and distinct company identity, in addition to the other provisions set forth herein, the Company hereby represents and warrants to and covenants that it shall conduct its affairs in accordance with the following provisions:

(i) It has not owned, does not own and will not own any asset or property other than (1) the Property and (2) incidental personal property necessary for the ownership, management or operation of the Property.

(ii) It has not engaged, does not engage, and will not engage in any business other than the ownership, management and operation of the Property and Company will conduct and operate its business as presently conducted and operated.

(iii) It has not entered and is not a party to and will not enter into or be a party to any contract or agreement with any Affiliate (as hereinafter defined) of Company, any constituent party of Company or any Affiliate of any constituent party, except in the ordinary course of business and on terms and conditions that are disclosed to Lender in advance and that are *intrinsically fair, commercially reasonable* and substantially similar to those that would be available on an arms-length basis with third parties other than any such party.

(iv) It has not made and will not make any loans or advances to any Person (including any Affiliate or constituent party), and has not acquired and shall not acquire obligations or securities of its Affiliates.

(v) It is and intends to remain solvent and Company has paid and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from net operating income and available reserve funds, as the same shall become due; provided, however, that the foregoing shall not require any direct or indirect member, partner or shareholder of Company to make any additional capital contributions to Company.

(vi) It has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and Company will not, nor will Company permit any SPC Party (as hereinafter defined) to, (i) terminate or fail to comply with the provisions of its organizational documents, or (ii) unless Lender has consented, amend, modify or otherwise change its partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents.

(vii) It has maintained and will maintain all of its accounts, books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. Company's assets have not been and will not be listed as assets on the financial statement of any other Person; provided, however, that Company's assets may be included in a consolidated financial statement of its Affiliates if (1) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Company and such Affiliates and to indicate that Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (2) such assets shall be listed on Company's own separate balance sheet. Company has and will file its own tax returns (to the extent Company is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. Company has maintained and shall maintain its books, records, resolutions and agreements as official records.

(viii) It has been and will be, and has held and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Company or any constituent party of Company), has corrected and shall correct any known misunderstanding regarding its status as a separate entity, has conducted and shall conduct business in its own name, has not identified and shall not identify itself or any of its Affiliates as a division or part of the other, and has maintained and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

(ix) It has maintained and intends to 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; provided, however, that the foregoing shall not require any direct or indirect member, partner or shareholder of Company to make any additional capital contributions to Company.

(x) It has not, nor has any constituent party sought or will seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of Company.

(xi) It has not commingled and will not commingle the funds and other assets of Company with those of any Affiliate or constituent party or any other Person, and has held and will hold all of its assets in its own name.

(xii) It has maintained and will 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 Affiliate or constituent party or any other Person.

(xiii) It has not assumed or guaranteed or become obligated for the debts of any

other Person and has not held itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person, and Company will not assume or guarantee or become obligated for the debts of any other Person and does not and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person.

(xiv) It has not permitted and will not permit any Affiliate or constituent party independent access to its bank accounts.

(xv) It has paid and shall pay the salaries of its own employees (if any) from its own funds and has and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations; provided, however, that the foregoing shall not require any direct or indirect member, partner or shareholder of Company to make any additional capital contributions to Company.

(xvi) It has compensated and shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred; provided, however, that the foregoing shall not require any direct or indirect member, partner or shareholder of Company to make any additional capital contributions to Company.

(xvii) It has not, and without the unanimous consent of all of its members, partners, directors or managers and without the consent of Lender, will not, take any action that might reasonably be expected to cause Company to become insolvent.

(xviii) It has allocated and will allocate fairly and reasonably any shared expenses, including shared office space.

(xix) It except in connection with the Loan, has not pledged and will not pledge its assets for the benefit of any other Person.

(xx) It either (1) has no, and will have no, obligation to indemnify its officers, directors, managers, members, shareholders or partners, as the case may be, or (2) if it has any such obligation, such obligation is fully subordinated to the Obligations and will not constitute a claim against Company if cash flow in excess of the amount required to pay the Obligations is insufficient to pay such obligation.

(xxi) It will consider the interests of Company's creditors in connection with all limited liability company or limited partnership actions.

(xxii) It except as provided in the Loan Documents, has not and will not have any of its obligations guaranteed by any Affiliate.

(xxiii) It shall have and the Company shall at all times cause there to be at least one managing member of Company (each, an "SPC Party") which shall be a Delaware corporation whose sole asset is its interest in Borrower, and each such SPC Party:

(1) will cause Company to comply with each of the representations, warranties and covenants contained in this Article 7;

(2) will at all times comply with each of the representations, warranties and covenants contained in this Article 7 (other than subsections (1), (2), (4) of this Section 7(B) and subsection (ii) of Section 15(C) as if such

representation, warranty or covenant was made directly by such SPC Party;

(3) has not owned, does not own and will not own any asset or property other than (a) its interest in Borrower and (b) incidental personal property necessary for the ownership of such interest;

(4) has not and will not engage in any business or activity other than owning an interest in Borrower and acting as the managing member of Borrower; and

(5) has not and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than unsecured trade payables incurred in the ordinary course of business related to the ownership of an interest in Company that (a) do not exceed at any one time \$10,000.00, and (b) are paid within thirty (30) days after the date incurred.

Upon the withdrawal or the disassociation of an SPC Party from Company, Company shall immediately appoint a new SPC Party whose certificate of formation and limited liability company agreement are substantially similar to those of such SPC Party.

C. Notwithstanding anything to the contrary in this Agreement and for so long as any portion of the Obligations remain outstanding,

(i) The Company will not:

(1) dissolve, merge, liquidate or consolidate, except as provided in clause 7(C)(ii)(1) below;

(2) except in connection with a sale or other transfer permitted under the Loan Documents, sell all or substantially all of its assets;

(3) amend its organizational documents with respect to the matters set forth in this Article XV, without (a) the prior written consent of Lender, (b) the affirmative vote of each SPC Party and (c) the affirmative vote of each Independent Director of each SPC Party; or

(4) without the affirmative vote of each of its members or partners, and without the affirmative vote of each Independent Director of each SPC Party, take any Material Action with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest. For the purposes of this clause (4) "Material Action" shall mean with respect to any Person, to institute proceedings to have such Person be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against such Person or file a petition seeking, or consent to, reorganization or relief with respect to such Person under any applicable federal, state, local or foreign law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or a substantial part of its property, or make any assignment for the benefit of creditors of such Person, or admit in writing such Person's inability to pay its debts generally as they become due, or declare or effectuate a moratorium on the payment of any obligation, or take action in furtherance of any such action.

(ii) The Company:

- (1) will dissolve only upon the bankruptcy of each SPC Party;
- (2) will vote of a majority-in-interest of the remaining members or partners of Company is sufficient to continue the life of the limited liability company or partnership in the event of such bankruptcy of the SPC Party; and
- (3) if the vote of a majority-in-interest of the remaining members or partners of Company to continue the life of the limited liability company or limited partnership following the bankruptcy of the SPC Party is not obtained, Company may not liquidate the Property without the prior written consent of Lender for as long as the Loan is outstanding."

5. The Authorized Persons authorized to manage the Company are amended as follows:

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MM	HERNANDEZ, MARIO	1401 SAWGRASS CORPORATE PKWY SUNRISE, FL 33323	REMOVE
MM	ORTIZ, DAVID	1401 SAWGRASS CORPORATE PKWY SUNRISE, FL 33323	REMOVE
MM	BERNAL, LUCIO	1401 SAWGRASS CORPORATE PKWY SUNRISE, FL 33323	REMOVE
MGR	WYNDHAM LAND, INC.	1401 SAWGRASS CORPORATE PKWY SUNRISE, FL 33323	ADD

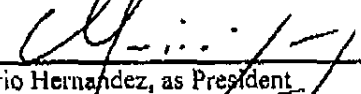
All other paragraphs and articles of the Articles of Organization shall remain unchanged.

The foregoing was unanimously adopted by the Members and Manager on December 10, 2015.

This Amendment shall be effective upon the date of filing.

IN WITNESS HEREOF, we the Members hereby sign this Article of Amendment to the Articles of Organization of Heron Lakes Center, LLC as of the date first above written.

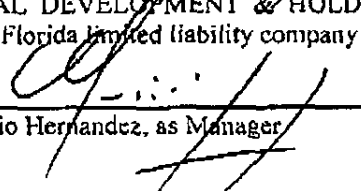
WYNDHAM LAND, INC., a Delaware corporation

By: 
Mario Hernandez, as President

PINE ISLAND CORPORATION, a Florida corporation

By: 
Lucio Bernal, as President

GLOBAL DEVELOPMENT & HOLDINGS, LLC, a Florida limited liability company

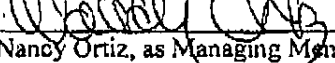
By: 
Mario Hernandez, as Manager

L & I, L.L.C., a Florida limited liability company

By: 
Lucio Bernal, as Manager

Princeton Family Trust, Ltd., a Florida limited partnership,

By: Princeton Family Trust, LLC., a Florida limited liability company, as General Partner

By: 
Nancy Ortiz, as Managing Member

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