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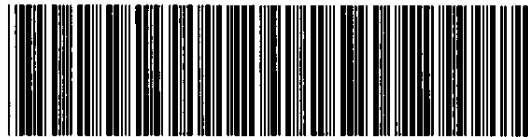
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December 13, 2006

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S)**  
12020 INTERNATIONAL DRIVE FL LLC L06000097424

**Filing Evidence**

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

**Retrieval Request**

- ☐ Photocopy
- ☐ Certified Copy

**Type of Document**

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include  
Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
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<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
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**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF  
12020 INTERNATIONAL DRIVE FL LLC  
*(a Florida Limited Liability Company)***

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TALLAHASSEE, FLORIDA

**FIRST:** The date of filing of the articles of organization is October 5, 2006.

**SECOND:** The following amendment(s) to the articles of organization was/were adopted by the limited liability company:

Article III of the Articles of Organization of the company is hereby deleted and replaced with the following to limit the purposes for which the Company was formed, which article shall read in its entirety as follows:

"The purpose for which this Limited Liability Company is organized is:

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 limited liability company, are to engage solely in the following activities:

1. To acquire from Superior Homes & Investments, LLC and 12000 International, LLC, certain parcels of real property, together with all improvements located thereon, in the City of Orlando, County of Orange, State of Florida (collectively, the "Property").

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

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

Article V of the Articles of Organization of the company is hereby deleted and replaced with the following to indicate that the Company shall be managed by a manager, and to state such manager's name and address:

"The Company shall be managed by a manager. The name and address of the manager is: 12020 International Drive FL Inc., 6233 International Drive, Orlando, FL 32819, Attention: Jack Cheng, President."

The following articles shall be added to the Articles of Organization of the Company:

**Article VI: Indemnification**

Notwithstanding any provision hereof 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 limited liability company in the event that cash flow is insufficient to pay such obligations.

**Article VII: Single Purpose Entity/Separateness Covenants**

Notwithstanding any provision hereof to the contrary, the following shall govern: Until the Debt has been paid in full, the limited liability company has not and will not:

1. own any asset or property other than (i) the Property, and (ii) incidental personal property as is necessary for the ownership or operation of the Property;
2. engage in any business other than the ownership, management and operation of the Property, and activities incidental thereto, and the limited liability company will not conduct and operate its business, except as presently conducted and operated;
3. enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of the limited liability company, or any affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with unaffiliated third parties;
4. incur any Indebtedness, secured or unsecured, direct or contingent, other than (i) the Debt, and (ii) unsecured trade payables and operational debt not evidenced by a note and in an aggregate amount not exceeding two percent (2%) of the Outstanding Principal Balance at any time; provided that any Indebtedness incurred pursuant to subclause (ii) shall (x) not be outstanding more than sixty (60) days past the date incurred and paid on or prior to such date, and (y) be incurred in the ordinary course of business. No Indebtedness other than the Debt may be secured (subordinate or pari passu) by the Property;
5. make any loan or advances to any person, and shall not acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable;

6. become insolvent and the limited liability company will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, provided that there are sufficient funds from the operation of the Property to do so;

7. fail to do all things necessary to observe organizational formalities and preserve its existence as an entity duly organized, validly existing and in good standing under the applicable legal requirements of the jurisdiction of its organization or formation, and the limited liability company will not, nor will the limited liability company permit any constituent party to amend, modify, terminate or fail to comply with the provisions of its organizational documents;

8. fail to maintain all of its books, records, financial statements and bank accounts separate and apart from those of any other person; except that the limited liability company's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an affiliate, provided that such consolidated financial statements contain a footnote indicating that the limited liability company is a separate legal entity and that it maintains separate books and records. The limited liability company's assets will not be listed as assets on the financial statement of any other person. The limited liability company will file its own tax returns (to the extent the limited liability company is required to file any such tax returns) and will not file a consolidated federal income tax return with any other person. The limited liability company shall maintain its books, records, resolutions and agreements as official records;

9. fail to hold itself out to the public as a legal entity separate and distinct from any other person (including any affiliate of the limited liability company or any constituent party of the limited liability company). The limited liability company shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name;

10. fail 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;

11. seek or effect, to the fullest extent permitted by law, the liquidation, dissolution, termination, winding up, consolidation or merger, in whole or in part, of the limited liability company, or transfer or otherwise dispose of all or substantially all of the limited liability company's assets or change the limited liability company's legal structure;

12. commingle the funds and other assets of the limited liability company with those of any affiliate or constituent party or any other person, and will hold all of its assets in its own name;

13. maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or constituent party or any other person;

14. guarantee or become obligated for the debts of any other person and the limited liability company will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other person;

15. fail, at all times, to have an SPE Component Entity that is and shall be an entity whose sole asset is its managing member interest in the limited liability company, and such SPE Component Entity will, at all times, comply, and will cause the limited liability company to comply, with each of the representations, warranties, and covenants contained in this Article VII, as if such representation, warranty or covenant was made directly by the SPE Component Entity. The SPE Component Entity will not (1) engage in any business or activity other than owning a non-member manager interest in the limited liability company and acting as the non-member manager of the limited liability company, and (2) acquire or own any assets other than its non-member manager interest in the limited liability company. Prior to the withdrawal or the disassociation of the SPE Component Entity from the limited liability company, the limited liability company shall immediately appoint a new managing member whose organizational documents are substantially similar to those of the SPE Component Entity and deliver a new non-consolidation opinion to the Lender and the Rating Agency or Rating Agencies, as applicable, with respect to the new managing member and its equity owners, if required by Lender, which non-consolidation opinion shall be in form and substance satisfactory to the Rating Agencies or Rating Agencies, as applicable, and to the Lender;

16. fail, at any time, to cause at least one duly appointed member of the board of directors or board of managers or other governing board or body, as applicable (an "Independent Director"), of the SPE Component Entity satisfactory to Lender who shall not have been at the time of such individual's appointment, and may not have been at any time during the preceding five years and shall not be at any time while serving as an Independent Director (i) a shareholder of, or an officer, director, attorney, counsel, partner, member, manager or employee of, the limited liability company, the SPE Component Entity or any of their shareholders, subsidiaries or affiliates (with the exception of serving as the Independent Director of the SPE Component Entity), (ii) a customer or creditor of, or supplier or service provider to, the limited liability company, the SPE Component Entity or any of their respective shareholders, subsidiaries or affiliates, (iii) a person Controlling, Controlled by or under common Control with any such shareholder, officer, director, attorney, counsel, partner, member, manager, employee, customer, supplier or other person, or (iv) a member of the immediate family of any such shareholder, officer, director, partner, member, manager, employee, customer, supplier or other person or of any other director of the SPE Component Entity or the limited liability company. For the purposes of this paragraph, the

term "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of a person, whether through ownership of voting securities, beneficial interests, by contract or otherwise; this definition is to be construed to apply equally to variations of the word "Control" including "Controlled," "Controlling" or "Controlled by;"

17. cause or permit the board of directors or board of managers or other governing board or body of the SPE Component Entity or the limited liability company to take any action which, under the terms of any organizational document of the limited liability company or the SPE Component Entity, requires a vote of the board of directors, board of managers or other governing board or body of the SPE Component Entity and/or the limited liability company, unless at the time of such action there shall be at least one member who is an Independent Director;

18. fail to conduct its business so that the assumptions made with respect to the limited liability company in the Insolvency Opinion shall be true and correct in all respects. In connection with the foregoing, the limited liability company hereby covenants and agrees that it will comply with or cause the compliance with, (i) all of the facts and assumptions (whether regarding the limited liability company or any other person) set forth in the Insolvency Opinion, (ii) all the representations, warranties and covenants in this Article VII, and (iii) all the organizational documents of the limited liability company and the SPE Component Entity;

19. permit any affiliate or constituent party independent access to its bank accounts;

20. fail to pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations;

21. fail to compensate each of its consultants and agents from its funds for services provided to it, and fail to pay from its own assets all obligations of any kind incurred;

22. permit any member, manager or other person on behalf of the limited liability company, without the unanimous written consent of all of the limited liability company's members and all of the members and managers of the SPE Component Entity, including, without limitation, the consent of the Independent Director of the SPE Component Entity, to (1) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws, (2) seek or consent to the appointment of a receiver, liquidator or similar official, (3) take any action that might cause such entity to become insolvent, or (4) make an assignment for the benefit of creditors; and

23. take an action or omit to take an action which, had such action or omission been taken or omitted after the execution of the Note and the Loan Agreement, would be a breach of any of the covenants of the limited liability company and the SPE Component Entity as contained in this Article VII.

#### **Article VIII: Voting**

Notwithstanding any provision hercof to the contrary, the following shall govern: When acting on matters subject to the vote of the member, notwithstanding that the limited liability company is not then insolvent, the member shall take into account the interest of the limited liability company's creditors, as well as those of the member.

#### **Article IX: Definitions**

For the purpose of these Articles of Amendment, the following terms shall have the following meanings:

"affiliate" means, as to any person, any other person that (i) owns directly or indirectly ten percent (10%) or more of all equity interests in such person, and/or (ii) is in control of, is controlled by or is under common control with such person, and/or (iii) is a director or executive officer of such person, and/or (iv) is the spouse, issue or parent of such person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or activities of such person, whether through ownership of voting securities, by contract or otherwise.

"Creditors Rights Laws" means with respect to any person, any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, assignment for the benefit of creditors, composition or other relief with respect to its debts or debtors.

"Debt" means the Outstanding Principal Balance of the Loan together with all interest accrued and unpaid thereon and all other sums (including any and all outstanding fees, costs and expenses) due to Lender with respect to the Loan under the Note, the Loan Agreement, and/or any other document executed in connection with the Loan.

"Governmental Authority" means any court, board, agency, commission, office or authority of any nature whatsoever or any governmental unit (federal, state, commonwealth, county, district, municipal, city or otherwise) whether now or hereafter in existence.

"Indebtedness" means for any person, without duplication: (i) all indebtedness of such person for borrowed money, for amounts drawn under a



letter of credit, or for the deferred purchase price of property for which such person or its assets is liable, (ii) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such person would be liable if such amounts were advanced thereunder, (iii) all amounts required to be paid by such person as a guaranteed payment to partners or a preferred or special dividend, including any mandatory redemption of shares or interests, (iv) all indebtedness guaranteed by such person, directly or indirectly, (v) all obligations under leases that constitute capital leases for which such person is liable, and (vi) all obligations of such person under interest rate swaps, caps, floors, collars and other interest hedge agreements, in each case whether such person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such person otherwise assures a creditor against loss.

"Insolvency Opinion" means a bankruptcy nonconsolidation opinion letter given in connection with the Loan on a form approved by the Lender and prepared by an attorney approved by Lender.

"legal requirements" means all statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities, affecting the limited liability company or the Property or any part thereof or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to the limited liability company, at any time in force affecting the Property or any part thereof, including any which may (i) require repairs, modifications or alterations in or to the Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

"Lender" means Marathon Structure Finance Fund L.P., a Delaware limited partnership, together with its successors and assigns.

"Loan" means the loan in the original principal amount of Fourteen Million Dollars (\$14,000,000) made by Lender to the limited liability company pursuant to the Loan Agreement.

"Loan Agreement" means that certain Loan Agreement entered into by and between the limited liability company and Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Note" shall mean that certain promissory note made by the limited liability company in favor of Lender, in the original principal amount of the Loan, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"person" means any individual, corporation, partnership, joint venture,

limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"personal property" means all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture and other property of every kind and nature whatsoever owned by the limited liability company, or in which the limited liability company has or shall have an interest, now or hereafter located upon the Property (including the improvements thereon), or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Property (including the improvements thereon) and all building equipment, materials and supplies of any nature whatsoever owned by the limited liability company, or in which the limited liability company has or shall have an interest, now or hereafter located upon the Property (including the improvement thereon), or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Property (including the improvements thereon).

"Outstanding Principal Balance" means, as of any date, the outstanding principal balance of the Loan.

"Rating Agencies" means each of S&P, Moody's and Fitch, or any other nationally-recognized statistical rating agency which has been designated by Lender.

"SPE Component Entity" means the non-member manager of the limited liability company, which shall be a corporation acceptable to Lender, and which corporation's sole asset is its non-member manager interest in the limited liability company. As of the Closing Date with respect to the Loan Agreement, the SPE Component Entity is 12020 International Drive FL Inc.

Dated December 12, 2006.

  
\_\_\_\_\_  
Jack Cheng, Member and President