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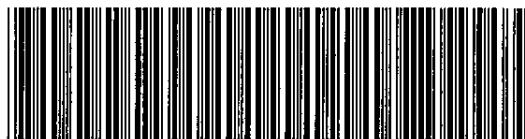
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Spira, Beadle & McGarrell, P.A.

Attorneys & Counselors at Law

5205 Babcock Street, N.E.
Palm Bay, Florida 32905

Jack B. Spira
James P. Beadle
Thomas P. McGarrell
Stephen E. Spira

Telephone: (321) 725-5000

Facsimile: (321) 724-6008

Of Counsel
Michelle Stein Spira

VIA FEDERAL EXPRESS

December 22, 2006

Florida Secretary of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Port Canaveral International Commerce Center, LLC

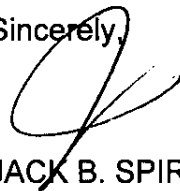
Enclosed please find our check in the sum of \$55.00 for the following:

- Filing of the attached Amended Articles of Organization; and
- Certified copy of the limited liability company registration documents for Port Canaveral International Commerce Center, LLC (\$30.00).

Also enclosed please find a pre-paid Federal Express envelope for return of the requested documents.

Please advise if you have any questions or require further information.

Sincerely,



JACK B. SPIRA

JBS/ckb
Encls.

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**SECOND AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
PORT CANAVERAL INTERNATIONAL COMMERCE CENTER L.L.C.**

The undersigned persons hereby adopt these Second Amended and Restated Articles of Organization in order to further amend and restate the Articles of Organization of PORT CANAVERAL INTERNATIONAL COMMERCE CENTER L.L.C. which are executed and being filed in accordance with Chapter 608.411 Florida Statutes

ARTICLE I – NAME

The name of this limited liability company is PORT CANAVERAL INTERNATIONAL COMMERCE CENTER L.L.C.

ARTICLE II- FORMATION

The Articles of Organization for PORT CANAVERAL INTERNATIONAL COMMERCE CENTER L.L.C. were filed on October 12, 2006 under Document number L06000100115 and amended by Articles of Amendment filed November 3, 2006.

ARTICLE III – DURATION

The Company existence commenced upon the execution of the Articles of Organization and shall exist perpetually.

ARTICLE III – ADDRESS

The initial street address of the principal place of business of the Company is 405 Atlantis Road, Cape Canaveral, Florida 32920. The mailing address is P.O. Box 410944 Melbourne, Florida 32941-0944

ARTICLE IV– PURPOSE

The business and purpose of PORT CANAVERAL INTERNATIONAL COMMERCE CENTER L.L.C., hereinafter “LLC”, shall consist solely of the following:

(i) The acquisition, ownership, operation and management of the real estate project known as PORT CANAVERAL INTERNATIONAL COMMERCE CENTER located in Cape Canaveral , Florida (the “Property”), pursuant to and in accordance with these Articles of Organization; and

(ii) to engage in such other lawful activities permitted to corporations under Chapter 608 Florida Statutes, as are incidental, necessary or appropriate to the foregoing.

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ARTICLE V - LIMITATIONS

Notwithstanding any other provision of these Amended and Restated Articles and any provision of law that otherwise empowers the LLC and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, the LLC shall not, without the unanimous consent of its Members, do any of the following:

- (i) engage in any business or activity other than those set forth in Article III;
- (ii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;
- (iii) seek the dissolution or winding up, in whole or in part, of the LLC;
- (iv) cause the LLC to merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (v) file a voluntary petition or otherwise initiate proceedings to have the LLC adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the LLC, or file a petition seeking or consenting to reorganization or relief of the LLC as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the LLC; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the LLC or of all or any substantial part of the properties and assets of the LLC, or make any general assignment for the benefit of creditors of the LLC, or admit in writing the inability of the LLC to pay its debts generally as they become due or declare or effect a moratorium on the LLC debt or take any action in furtherance of any such action; or
- (vi) amend Articles IV, V, VI and VII of these Amended and Restated Articles of Organization.

In addition to the foregoing, so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the LLC shall not without the written consent of the holder the Security Instrument, take any action set forth in items (i) through (iv) and item (vi).

ARTICLE VI- SEPARATENESS/OPERATIONS MATTERS

The LLC has not and shall not:

(a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the ownership, operation and maintenance of the Property;

(b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Amended and Restated Articles of Organization, or its Operating agreement;

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;

(d) commingle its assets with the assets of any member, principal or affiliate of the LLC, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the LLC permitted by the Security Instrument and properly accounted for;

(e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the members, principals and affiliates of the LLC, the affiliates of the members of the LLC and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the LLC;

(g) enter into any contract or agreement with any member, principal or affiliate of the LLC or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, 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 any member, principal or affiliate of the LLC, as the case may be, or any guarantor or any partner, member, principal or affiliate thereof;

(h) fail to correct any known misunderstandings regarding the separate identity of the LLC;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the LLC (except for a Guarantor or Indemnitor (as defined in the Security Instrument));

(j) make any loans or advances to any third party, including any member, principal or affiliate of the LLC, or any member, partner, member, principal or affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

(l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the LLC is responsible for the debts of any third party (including any member, principal or affiliate of the LLC or any member, partner, member, principal or affiliate thereof);

(m) fail to allocate fairly and reasonably among the LLC and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(o) 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;

(p) share any common logo with or hold itself out as or be considered as a department or division of (i) any member, principal, or affiliate of the LLC, (ii) any affiliate of a member of the LLC, or (iii) any other person or entity or allow any person or entity to identify the LLC as a department or division of that person or entity; or

(q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the LLC or the creditors of any other person or entity.

ARTICLE VII - SUBORDINATION OF INDEMNIFICATION PROVISIONS

Notwithstanding any provision hereof to the contrary, any indemnification claim against the LLC arising under these Second Amended and Restated Articles, the Operating Agreement or the laws of the state of organization of the LLC shall be fully subordinate to any obligations of the LLC arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the LLC to the extent of, and shall be paid by the LLC in monthly installments only from, the excess of net operating income of the LLC for any month over all amounts then due under the Security Instrument and the other Loan Documents.

ARTICLE VIII – REGISTERED AGENT

The address in Florida of the registered office of the Company is 3903 Post Ridge Trail, Melbourne, Florida 32934 and the name of the Registered Agent of the Company at that address is PATRICIA E. GARAGOZLO.

ARTICLE IX – ADMISSION OF ADDITIONAL MEMBERS

Additional Members may be admitted at such times and on such terms and conditions as all Members may unanimously agree and as provided in the regulations of the Company.

ARTICLE X – MEMBERS' RIGHTS TO CONTINUE BUSINESS

The remaining Member(s) of the Company may continue the business upon 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 upon unanimous agreement and as provided in the regulations of the Company.

ARTICLE XI – MANAGEMENT

The Company shall be managed by one (1) or more managers. The number of the initial managers, who shall serve as managers until the first annual meeting of the Members of the Company or until their successors are duly elected, shall be one (1). The name and address of such initial manager is as follows:

SALVATORE E. BOLOGNA
405 Atlantis Road
Cape Canaveral Florida, 32920

ARTICLE XII – ADOPTION OF REGULATIONS

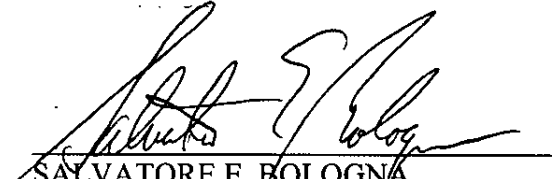
The Members of the Company shall adopt regulations which shall contain provisions for the management of the business and the regulation of the affairs of the Company that are not inconsistent with the Articles or the laws of the State of Florida.

ARTICLE XIII – AMENDMENT

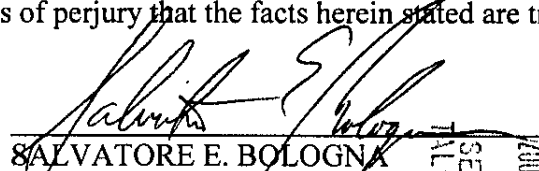
The Company shall have the power to amend or supplement these Articles of Organization when approved by unanimous vote of the Members.

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IN WITNESS WHEREOF, We have signed these Second Amended and Restated Articles of Organization and acknowledged them to be our act this the ____ day of December, 2006.


SALVATORE E. BOLOGNA
Manager/Member

In accordance with Section 608.408(3) Florida Statutes, the execution of this Affidavit constitutes an affirmation under the penalties of perjury that the facts herein stated are true.


SALVATORE E. BOLOGNA
Manager/Member

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