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Division of Corporations

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12020 International Drive FL Inc.

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December 14, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations
UCC FILING & SEARCH SERVICES, INC.

SUBJECT: 12020 INTERNATIONAL DRIVE FL INC
REF: W06000053823

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We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The name designated in your document is unavailable because it is the same as or not distinguishable from an existing entity. If the principals are the same in both entities, please send a letter or affidavit advising us of this association, along with your articles of incorporation so that we may complete the filing process.

If you have any further questions concerning your document, please call (850) 245-6934.

Loria Poole
Document Specialist
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12020 INTERNATIONAL DRIVE FL LLC
6233 International Drive
Orlando, FL 32819

December 14, 2006

Florida Department of State
Division of Corporations
Tallahassee, Florida 32314

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Re: 12020 International Drive FL Inc.

Ladies and Gentlemen:

Please be advised that 12020 INTERNATIONAL DRIVE FL LLC ("LLC") consents to the incorporation by Ms. Show-Lain C. Cheng of a corporation in Florida by the name of 12020 INTERNATIONAL DRIVE FL INC. ("INC.").

As set forth in Article V of the Articles of Organization of LLC, as amended, INC. is being formed to serve as the manager of LLC. INC. is also affiliated with and related to LLC.

Thank you for your attention to this matter.

Sincerely,



Jack Cheng
President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION**OF****12020 INTERNATIONAL DRIVE FL INC.**

In Compliance with Chapter 607 of the F.S. (Profit)

FIRST: The name of the corporation shall be: 12020 International Drive FL Inc. ("Corporation").

SECOND: The principal place of business and mailing address of the Corporation shall be: 6233 International Drive, Orlando, Florida 32819, Attention: Jack Cheng.

THIRD: The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the activity of acting as the managing member of 12020 International Drive FL LLC, a Florida limited liability company (the "Limited Liability Company"). The Corporation shall only be permitted to manage the operations of the Limited Liability Company. The corporation shall exercise all powers enumerated in the Florida Business Corporation Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

FOURTH: The aggregate number of shares of stock which the Corporation shall have authority to issue is 100 shares, all of which are designated as common stock and all of which have no par value.

FIFTH: The name and address of the initial registered agent of the Corporation is:

Show Lain C. Cheng
6233 International Drive
Orlando, Florida 32819

The written acceptance of the initial registered agent, as required by the provisions of Section 607.0501(3) of the Florida Business Corporation Act ("Act"), is set forth following the signature of the Incorporator and is made a part hereof.

SIXTH: The duration of the existence of the Corporation is perpetual.

SEVENTH: The Corporation shall, to the fullest extent permitted by the Act, as the same may be amended and supplemented, hold harmless and indemnify any and all persons whom it shall have power to indemnify under said Act from and against any and all liabilities and expenses, imposed upon or reasonably incurred such person in connection with any action, suit or other proceeding in which he may be involved or with which such person may be threatened, or other matters referred to in or covered by the Act both as to action in such persons official capacity and as to action in any other capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer of the Corporation. Such indemnification shall not be deemed exclusive of any other rights to which these persons indemnified hereunder may be entitled under any bylaw, agreement and/or resolution, as the case may be,

adopted by the shareholders entitled to vote thereon after notice. Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Limited Liability Company or the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

EIGHTH: Single Purpose Entity/Separateness. Notwithstanding any provision hereof to the contrary, the following shall govern: Until the Debt has been paid in full, the Corporation has not and will not:

1. engage in any business or activity other than acting as the managing member of the Limited Liability Company;
2. acquire or own any assets other than its managing member interest in the Limited Liability Company;
3. merge into or consolidate with any person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
4. fail to observe all organizational formalities, including, without limitation, having the Board of Directors hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate matters, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable legal requirements of the jurisdiction of its organization or formation, or amend, modify, terminate, or fail to comply with the provisions of its organizational documents or fail to include at least one individual who is an Independent Director on the Board of Directors of the Corporation;
5. enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of the Corporation, 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;
6. incur any Indebtedness, secured or unsecured, direct or contingent or become insolvent and the Corporation will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;
7. 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;
8. 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 of its organization or

formation, and the Corporation will not permit any constituent party to amend, modify, terminate or fail to comply with the provisions of its organizational documents;

9. fail to maintain all of its books, records, financial statements and bank accounts separate and apart from those of any other person. The Corporation's assets will not be listed as assets on the financial statement of any other person. The Corporation will file its own tax returns and will not file a consolidated federal income tax return with any other person. The Corporation shall maintain its books, records, resolutions and agreements as official records;

10. fail to hold itself out to the public as a legal entity separate and distinct from any other person (including any affiliate of the corporation or any constituent party of the corporation). The Corporation 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;

11. 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;

12. 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 corporation, or transfer or otherwise dispose of all or substantially all of the Corporation's assets or change the Corporation's legal structure;

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

14. 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;

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

16. fail, at any time, to cause at least one duly appointed director of the board of directors of the corporation to serve as an independent director (an "Independent Director"), who shall not have been at the time of such individual's appointment, and shall not have been at any time during the preceding five years, or shall not currently be the following: (i) a shareholder of, or an officer, director, attorney, counsel, partner, member, manager or employee of, the Limited Liability Company, the Corporation or any of their shareholders, subsidiaries or affiliates (with the exception of serving as the Independent Director of the Corporation). (ii) a customer or creditor of, or supplier or service provider

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

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

19. 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;

20. 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;

21. permit any shareholder, director, officer or other person on behalf of the Corporation, without the unanimous written consent of all of the Corporation's shareholders and directors, including, without limitation, the consent of the Independent Director, 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

22. cause or permit the Limited Liability Company to violate or breach any of its "Single Purpose Entity/Separateness" agreements and covenants set forth in the Articles of Organization of the Limited Liability Company, as amended.

NINTH: Voting. Notwithstanding any provision hereof to the contrary, the following shall govern: When voting on matters concerning the Limited Liability Company, notwithstanding that the

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Limited Liability Company is not then insolvent, the corporation shall take into account the interest of the Limited Liability Company's creditors, as well as those of its members.

TENTH: Definitions. For the purpose of these Articles of Incorporation, 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 or to be made by Lender to the Limited Liability Company pursuant to the Loan Agreement.

"Loan Agreement" means that certain Loan Agreement entered or to be 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 or to be 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).

"Property" means certain parcels of real property, together with all improvements thereon, located at 12020 International Drive, City of Orlando, County of Orange, State of Florida.

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

ELEVENTH: The name and address of the Incorporator is:

Show Lain C. Cheng
6233 International Drive
Orlando, FL 32819


SHOW LAIN C. CHENG, Incorporator

Date: December 12, 2006

Having been named as registered agent to accept service of process for the Corporation at the place designated in these Articles of Incorporation, I am familiar with and hereby accept the appointment as registered agent and agree to act in this capacity.


SHOW LAIN C. CHENG
Registered Agent

Date: December 12, 2006

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