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(Requestor's Name)

(Address)

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PICK-UP

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(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

File 12/30  
2nd annual statement  
L-229

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02 DEC 30 AM 9 24  
DIVISION OF CORPORATION  
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02 DEC 30 PM 3:07  
TALLAHASSEE, FLORIDA

## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Harborview Investors, LLC

Please  
file  
1/30

Signature \_\_\_\_\_

Requested by: \_\_\_\_\_

Name

Date

Time

Walk-In \_\_\_\_\_

Will Pick Up \_\_\_\_\_

\_\_\_\_ Art of Inc. File \_\_\_\_\_

\_\_\_\_ LTD Partnership File \_\_\_\_\_

\_\_\_\_ Foreign Corp. File \_\_\_\_\_

\_\_\_\_ L.C. File \_\_\_\_\_

\_\_\_\_ Fictitious Name File \_\_\_\_\_

\_\_\_\_ Trade/Service Mark \_\_\_\_\_

\_\_\_\_ Merger File \_\_\_\_\_

✓ Art. of Amend. File \_\_\_\_\_

\_\_\_\_ RA Resignation \_\_\_\_\_

\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_

\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_

\_\_\_\_ Cert. Copy \_\_\_\_\_

✓ Photo Copy \_\_\_\_\_

\_\_\_\_ Certificate of Good Standing \_\_\_\_\_

\_\_\_\_ Certificate of Status \_\_\_\_\_

\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_

\_\_\_\_ Corp Record Search \_\_\_\_\_

\_\_\_\_ Officer Search \_\_\_\_\_

\_\_\_\_ Fictitious Search \_\_\_\_\_

\_\_\_\_ Fictitious Owner Search \_\_\_\_\_

\_\_\_\_ Vehicle Search \_\_\_\_\_

\_\_\_\_ Driving Record \_\_\_\_\_

\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_

\_\_\_\_ UCC 11 Search \_\_\_\_\_

\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_

\_\_\_\_ Courier \_\_\_\_\_

AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
HARBORVIEW INVESTORS, LLC

These Amended and Restated Articles of Organization are duly executed and are being filed under §§608.407 and 608.411, of the Florida Limited Liability Company Act, Chapter 608, Florida Statutes.

The original Articles of Organization were executed on the 5th day of January, 2000, filed on and effective **January 6, 2000**, as document number **L00000000229**.

These Amended and Restated Articles of Organization shall be effective on the date of filing with the Florida Department of State.

ARTICLE I - NAME

The name of this limited liability company is **HARBORVIEW INVESTORS, LLC** (the "Company").

ARTICLE II - ADDRESS

The Company's mailing address and the street address of the principal office of the Company is:

8320 W. Sunrise Boulevard, Suite 108  
Plantation, FL 33322.

ARTICLE III - DURATION

The period of duration for the Company will be perpetual.

ARTICLE IV - REGISTERED AGENT AND OFFICE

The name of the initial registered agent of the Company is:

Gerald K. Holstein

with his address at:

8320 W. Sunrise Boulevard, Suite 108  
Plantation, FL 33322.

ARTICLE V- MANAGEMENT

The Company will be managed initially by the following person who will serve as managing member until the first annual meeting of the members or until his successor is elected and qualifies:

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John Holden

with his address at: 8320 W. Sunrise Boulevard, Suite 108  
Plantation, FL 33322.

Thereafter, the Company will be managed by at least one managing member who will be elected annually as provided in the regulations of the Company.

#### ARTICLE VI - ADMISSION OF ADDITIONAL MEMBERS

Additional members of the Company may be admitted with the unanimous consent of the members, or as otherwise provided in the regulations of the Company from time to time, provided that no additional member shall be admitted if such admission would violate the provisions of Article IX hereof.

#### ARTICLE VII - MEMBERS RIGHTS TO CONTINUE BUSINESS

If a member of the Company dies, retires, resigns, is expelled, is dissolved, experiences bankruptcy, or upon the occurrence of any other event which terminates the continued membership of a member in the Company, the remaining members may continue the business of the Company in the manner provided in the regulations of the Company.

#### ARTICLE VIII - PURPOSE

Notwithstanding any provision herein 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 that certain parcel of real property, together with all improvements located thereon, in **Tampa, Florida**, commonly known as **Colony Crossing** (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 Florida Limited Liability Company Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein

Notwithstanding the foregoing, the Company shall not engage in any activity in violation of or in conflict with the provisions of Article IX hereof.

## ARTICLE IX - REGULATIONS

The members may adopt, alter, amend, or repeal regulations of the Company containing provisions for the regulation and management of the affairs of the Company, except as follows:

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:

(a) Neither the Company, nor any manager, managing member, or member, as applicable shall change the Company Articles of Organization or Operating Agreement, or other formation agreement or document, as applicable, in any material term or manner, or in a manner which adversely affects the Company's existence as a single purpose entity;

(b) The Company shall not enter into any transaction of merger or consolidation, or liquidate or dissolve itself (or suffer any liquidation or dissolution), or acquire by purchase or otherwise all or substantially all the business assets of, or any stock or other evidence of beneficial ownership interest of, any entity;

(c) The Company will not guarantee, pledge its assets for the benefit of, or otherwise become liable on or in connection with any obligation of any other person or entity;

(d) The Company does not own and will not own any asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;

(e) The Company shall not engage, directly or indirectly, in any business other than the ownership, management and operation of the Property;

(f) The Company will not enter into any contract or agreement with any manager, managing member, member, principal or Affiliate (as hereinafter defined) of the Company or any Affiliate of the manager, managing member, or any member of the Company 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 an Affiliate;

(g) The Company will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured hereby, and (ii) Affiliate advances or trade payables or accrued expenses incurred in the ordinary course of business of operating the Property in an amount not greater than five percent (5%) of the original principal balance of the Note; no other debt may be secured (senior, subordinate or pari passu) by the Property;

(h) The Company will not make any loans or advances to any third party (including any Affiliate);

(i) The Company will be solvent and pay its debts from its assets as the same shall become due;

(j) The Company will cause to be done all things necessary to preserve its existence, and will not, nor will any manager, managing member, or member, amend, modify or otherwise change the Articles of Organization or Operating Agreement in a manner which adversely affects the Company's existence as a single purpose entity;

(k) The Company will conduct and operate its business as presently conducted and operated;

(l) The Company will maintain financial statements, books and records and bank accounts separate from those of its Affiliates, including managers, managing members, and members;

(m) The Company will be, 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 thereof, including the manager, managing members, members, or any Affiliate of the manager, managing member, or members of the Company;

(n) The Company will file its own tax returns;

(o) The Company will 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) The Company will not seek dissolution or winding up, in whole or in part, of the Company;

(q) The Company will not commingle the funds and other assets of the Company with those of any manager, managing members, or members, any Affiliate or other person;

(r) The Company has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or any other person;

(s) The Company will not hold itself out to be responsible for the debts or obligations of any other person;

(t) The Company will not do any act which would make it impossible to carry on the ordinary business of the Company;

(u) The Company will not possess or assign the Property or incidental personal property necessary for the operation of the Property for other than a business or company purpose;

(v) The Company will not sell, encumber or otherwise dispose of all or substantially all of the Property or incidental personal property necessary for the operation of the Property;

(w) The Company will not hold title to the Company's assets other than in the Company's name;  
and

(x) The Company will not institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or

consent to the reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of the Company's property; or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due; or take any action in furtherance of any such action.


"Affiliate" means any person or entity other than the Company (i) which owns beneficially, directly or indirectly, more than 50 percent of the outstanding shares of Common Stock or which is otherwise in control of the Company; (ii) of which more than 50 percent of the outstanding voting securities are owned beneficially, directly or indirectly, by any entity described in clause (i) above, or (iii) which is controlled by an entity described in clause (i) above; provided that for the purpose of this definition the term "control" and "controlled by" shall have the meanings assigned to them in Rule 405 under the Securities Act of 1933, as amended.

#### ARTICLE X - EFFECTIVE DATE

The original Articles of Organization were executed on the 5th day of January, 2000, filed on and effective **January 6, 2000**, as document number **L00000000229**.

These Amended and Restated Articles of Amendment have been approved by the unanimous written consent of the members of the Company and shall be effective on the date of filing with the Florida Department of State.

These Amended and Restated Articles of Organization are executed this 27<sup>th</sup> day of December, 2002.

  
John Holder, Sr., as Managing 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 stated herein are true.)