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LIMITED LIABILITY AMENDMENT

W&I, L.L.C.

Certificate of Status	0
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DIVISION OF CORPORATION
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**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
W&I, L.L.C.**

The undersigned, desiring to amend its articles of organization in accordance with the Florida Limited Liability Company Act and being duly sworn does certify as follows:

1. The original Articles of Organization for W&I, L.L.C. were filed on May 10, 2002.
2. These Amended and Restated Articles of Organization of W&I, L.L.C. are duly executed and are being filed in accordance with Section 608.411(5), Florida Statutes.
3. The Articles of Organization of W&I, L.L.C. are hereby restated in their entirety to read as follows:

**ARTICLES OF ORGANIZATION
OF
W&I, L.L.C.**

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

1.0 NAME.

The name of this Limited Liability Company is **W&I, L.L.C.**

2.0 ADDRESS.

The mailing address and street address of the principal office of the Limited Liability Company is 7331 Office Park Place, Suite 200, Viera, Florida 32940.

3.0 REGISTERED AGENT, REGISTERED OFFICE & REGISTERED AGENT'S SIGNATURE.

The name and the Florida street address of the registered agent are:

Robert M. Renfro
7331 Office Park Place, Suite 200
Viera, FL 32940

THIS INSTRUMENT PREPARED BY:
DALE A. DETTMER, ESQ.
304 S. Harbor City Blvd., Suite 201
Melbourne, Florida 32901
(321) 723-5646
Florida Bar Number: 172988

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U.S. DISTRICT COURT
DISTRICT OF FLORIDA
VIERA, FLORIDA

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.


Robert M. Renfro

4.0 MANAGEMENT.

This Limited Liability Company shall be a manager managed company.

5.0 PURPOSE. The nature of the business and of the purposes to be conducted and promoted by the limited liability company (the "Company") is to engage solely in the following activities:

5.1 To acquire certain parcels of real property, together with all improvements located thereon, in Brevard County, Florida (the "Property").

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

5.3 To exercise all powers enumerated in the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, as may be necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

6.0 CERTAIN PROHIBITED ACTIVITIES. This Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of Deutsche Banc Mortgage Capital, L.L.C., its successors and assigns (the "First Mortgage") exists on any portion of the Property, this Company shall not incur, assume or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property, this Company shall not dissolve or liquidate. For so long as any mortgage lien exists on any portion of the Property, this 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 acquires by conveyance or transfer the properties and assets of the Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any state or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article 6.0 and in Article 8.0, and (c) 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.

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For so long as the First Mortgage exists on any portion of the Property, this 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 without the unanimous consent of all of the members of the Company. For so long as the First Mortgage exists on any portion of the Property, no material amendment to these Articles of Organization and/or to the operating agreement may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property, or, after the securitization of the Loan, only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the First Mortgage.

No transfer of any direct or indirect ownership interest in the Company may be made such that the transferee owns, in the aggregate with the ownership interests of its affiliates and family members in the Company, more than a forty-nine percent (49%) interest in the Company, unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of the First Mortgage and to any applicable rating agency concerning, as applicable, the Company, the new transferee and/or their respective owners.

7.0 INDEMNIFICATION. Any indemnification of the Company's members shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the Company in the event that cash flow necessary to pay holders of such obligations is insufficient to pay such obligations.

8.0 SEPARATENESS COVENANTS. For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct limited liability company identity, in addition to the other provisions set forth in these articles of organization and/or operating agreement, the Company shall conduct its affairs in accordance with the following provisions:

8.1 It shall establish and maintain an office through which its business shall be conducted separate and apart from those of any affiliate(s) or, if it shares office space with any affiliate(s), it shall allocate fairly and reasonably any overhead and expense for shared office space.

8.2 It shall not own and will not own any asset or property other than (i) the Property and (ii) incidental personal property necessary for the ownership or operation of the Property.

8.3 It will not engage, directly or indirectly, in any business other than the ownership, management and operation of the Property and it will conduct and operate its business as presently conducted and operated.

8.4 It shall at all times have a special purpose corporate member with an Independent Director. An "Independent Director" shall mean a director of the Corporation who is not at the time of initial appointment, or at any time while serving as a director of the Company,

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Company's corporate member, and has not been at any time during the preceding five (5) years: (i) a stockholder, director, officer, employee, partner, attorney or counsel of the Company, Company's corporate general partner, or any affiliate of any of them; (ii) a customer, supplier or other person who derives any of its purchases or revenues from its activities with the Company, Company's corporate general partner, or any affiliate of any of them; (iii) a person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other person; or (iv) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other person. (As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.)

8.5 It will not enter into any contract or agreement with any affiliate of the Company or any constituent party of the Company except upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arms-length basis with unrelated third parties.

8.6 It has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured by the First Mortgage lien and (ii) trade payables or accrued expenses incurred in the ordinary course of the business of operating the property with trade creditors and, in amounts as are normal and reasonable under the circumstances. No indebtedness other than the indebtedness secured by the First Mortgage lien may be secured (subordinate or pari passu) by the Property.

8.7 It has not made and will not make any loans or advances to any third party, including any affiliate of the Company or constituent party of the Company and shall not acquire obligations or securities of its affiliate(s).

8.8 It is and will remain solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

8.9 It has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and it will not amend, modify or otherwise change the articles of organization and/or operating agreement without the prior written consent of the First Mortgage lien holder or, after the securitization of the Loan, only if the Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal, or downgrade of any securities rating and (ii) approval of such amendment by the mortgagee holding the First Mortgage.

8.10 It will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliate(s) and any constituent party and the Company will file its own separate tax returns. It shall maintain its books, records, resolutions and agreements as official records.

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8.11 It 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 or any constituent party of the Company), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct and operate its 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 a separate telephone number and separate stationery, invoices and checks.

8.12 It 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.

8.13 Neither the Company nor any constituent party will seek or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Company, or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any other person or entity.

8.14 It will not commingle the funds and other assets of the Company with those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.

8.15 It has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual asset or assets, as the case may be, from those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.

8.16 It shall not pledge its assets and does not and will not hold itself out to be responsible for the debts or obligations of any other person.

8.17 It shall pay any liabilities out of its own funds, including salaries to any employees.

8.18 The Company shall maintain a sufficient number of employees in light of its contemplated business operations.

8.19 The Company shall not guarantee or become obligated for the debts of any other entity or person.

8.20 It shall have a corporate managing member which shall be organized to be a single purpose, "bankruptcy remote" entity with organizational documents substantially similar to the organizational documents of the current corporate managing member of the Company.

For purpose of this Article 8.0, the following terms shall have the following meanings:

(i) "affiliate" means any person controlling or controlled by or under common control with the Company, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any member or employee of the Company or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Company or any affiliate. For purposes of this definition, "control"

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when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(ii) "parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

(iii) "person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

9.0 DISSOLUTION AND VOTING.

9.1 **Dissolution.** To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the existence of the Company. If such vote is not obtained, for so long as the First Mortgage exists on any portion of the Property, the Company shall not liquidate the Property without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the First Mortgage has been paid in full or otherwise completely discharged.

So long as the First Mortgage exists on any portion of the Property, the Company shall continue its existence (and not dissolve) for so long as a solvent member exists

9.2 **Voting.** When acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, the members and the managing member shall take into account the interest of the Company's creditors, as well as those of the members to the maximum extent consistent with applicable law.

The unanimous consent of all partners (including that of the Special Purpose Corporate Member) shall be required for the Company to: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or a substantial portion of its properties; (iii) make any assignment for the benefit of the Company's creditors, or (iv) take any action in furtherance of the foregoing.

10.0 **DISSOCIATION OF THE SPECIAL PURPOSE CORPORATE MEMBER.** Upon the dissociation or withdrawal of the Special Purpose Corporate Member from the Company or the bankruptcy, insolvency or liquidation of the Special Purpose Corporate Member, the Company shall appoint a new Special Purpose Corporate Member and deliver an acceptable non-

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consolidation opinion to the holder of the First Mortgage and to any applicable rating agency concerning, as applicable, the Company, the new Special Purpose Corporate Member, and its owners.

IN WITNESS WHEREOF, I have signed these Amended and Restated Articles of Organization and acknowledge them to be my act this 17 day of July, 2003.


Robert M. Renfro, Member

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