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LIMITED LIABILITY AMENDMENT

APEC/MACDILL, LLC

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**ARTICLES OF AMENDMENT**  
**TO**  
**ARTICLES OF ORGANIZATION**  
**OF**  
**APEC/MACDILL, LLC**

(A Florida Limited Liability Company)

**FIRST:** The date of filing of the Articles of Organization was July 30, 2002.

**SECOND:** The following amendments to the Articles of Organization were adopted by the limited liability company:

A. The present provisions of Article IV are deleted and the following are substituted in lieu thereof:

**ARTICLE IV**  
**Purpose**

The Company's purpose shall be limited to engaging solely in the following activities:

A. To acquire, own, hold, sell, assign, transfer, operate, lease, mortgage, Pledge, construct, modify, maintain and otherwise deal with the property commonly described as 2725 North MacDill Avenue, Tampa, Hillsborough County, Florida currently leased to Eckerd Corporation pursuant to a lease dated November 17, 1999, a short form lease having been recorded at O.R. Book 10003, Page 1792, Public Records of Hillsborough County, Florida.

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

Notwithstanding anything contained herein to the contrary, the Company shall not engage in any business, and it shall have no purpose, unrelated to the Property described in paragraph A above and shall not acquire any real property or own assets other than those related to the Property described in paragraph A above and/or otherwise in furtherance of the purposes of the Company.

B. The present provisions of Article V are amended by adding the following provisions to the existing provisions thereof, superceding anything inconsistent therewith:

Prepared by: J. Paul Raymond, Esq.  
P. O. Box 1669  
Clearwater, FL 33757  
(727) 441-8966  
Fla. Bar No. 169268

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**ARTICLE V**  
**Powers**

Anything in these Articles to the contrary notwithstanding, so long as any indebtedness remains outstanding by the Company to UBS REAL ESTATE INVESTMENTS INC., its successors and assigns, the Company shall not:

- (i) make any loans or advances to any third party (including any affiliate or constituent party of the Member or Manager, or any guarantor, or any affiliate or constituent party of guarantor, of any obligation owed to UBS REAL ESTATE INVESTMENTS INC., its successors and assigns), and shall not acquire obligations or securities of its affiliates or any constituent party;
- (ii) incur, assume, or guaranty any indebtedness other than that owed to UBS REAL ESTATE INVESTMENTS INC., its successors and assigns, other than a debt incurred in furtherance of the limited Purpose of the Company;
- (iii) except as permitted by UBS REAL ESTATE INVESTMENTS INC., its successors and assigns, in writing, sell encumber or otherwise dispose of all or substantially all of the assets of the Company;
- (iv) dissolve, wind-up, or liquidate the Company;
- (iv) merge, consolidate or acquire substantially all the assets of another person or entity;
- (v) own any asset or property other than the property described in Article I hereof;
- (vi) engage in any business other than the ownership, management and operation of the property described in Article IV;
- (vii) enter into any contract or agreement with any affiliate of the Company, any constituent of the Company, any guarantor of the obligation of the Company owed to UBS REAL ESTATE INVESTMENTS INC., its successors and assigns, or any affiliate of any constituent party or guarantor, 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 such party;
- (viii) permit any affiliate or constituent party of the Company independent access to its bank accounts;
- (ix) change the nature of the business of the Company; or
- (x) except as permitted, in writing, by UBS REAL ESTATE INVESTMENTS INC., its successors and assigns, amend or modify the Articles of Organization of the Company.

C. The present provisions of Article VII are deleted and the following are substituted in lieu thereof:

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**ARTICLE VII**  
**Management**

The management of the limited liability company shall be by one (1) Manager elected by the Member(s). The initial Manager shall be **Karl Loeffler**.

D. The present provisions of Article IX are amended by adding the following provisions to the existing provisions thereof, superceding anything inconsistent therewith:

**ARTICLE IX**  
**Restrictions on Membership**

Upon the occurrence of a Terminating Event (as hereinafter defined) **KARL LOEFFLER**, his successors and assigns (the "Springing Member") shall, without any action of any Person and simultaneously with the Member ceasing to be a member of the Company, automatically be admitted to the Company as a Member and shall continue the Company without dissolution. The Springing Member may not resign from the Company or transfer his rights as a Member unless a successor Member has been admitted to the Company by executing a counterpart to the Operating Agreement; provided, however, the Springing Member shall automatically cease to be a Member of the Company upon the admission to the Company of a substitute Member. The Springing Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. In order to implement the admission to the Company of the Springing Member, the Springing Member shall execute a counterpart to the Operating Agreement adopted by the Company and its Members. Prior to its admission to the Company, the Springing Member shall not be a member of the Company. Notwithstanding any provision to the contrary set forth in the Operating Agreement, upon the occurrence of a Terminating Event or in anticipation of a Terminating Event, the Springing Member shall have the right to transfer all of its rights and obligations under this paragraph to a single purpose entity (the "New SPE"), wholly owned by the Springing Member, having organizational documents which substantially conform, in all material respects, to the organizational documents of the Company, except the purpose set forth in such new member's organizational documents shall be limited to solely acting as the sole member of the Company. Upon admittance to the Company, the New SPE shall have all the rights and obligations as a Member of the Company as was held by the Member upon such Terminating Event.

Termination, Dissolution and Involuntary Transfers. The Company shall not terminate or dissolve, and no member (including, without limitation, the Member) shall have any authority to dissolve the Company without the prior written consent of the **UBS REAL ESTATE INVESTMENTS INC., its successors and assigns.** In the event a Terminating Event (as hereinafter defined) shall occur with respect to any member of the Company (including, but not limited to, the Member), the Company shall not be dissolved, and, in the event of a bankruptcy or dissolution of such Member, the personal

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representative or trustee (or successor-in-interest) of such Member shall be an assignee of such Member's interest in the Company, having any and all rights that such bankrupt or dissolved Member had under the Operating Agreement, and shall, simultaneously therewith, become a substituted Member of the Company; provided, however, that any such bankrupt or dissolved Member's estate (or successor-in-interest) shall be liable for all of its obligations as a Member. If a Terminating Event shall occur and the previous sentence shall not apply or not occur for any reason, the Springing Member (or its designee) shall replace the former Member, effective as of the date of such Terminating Event, and the operation and business of the Company shall continue in accordance herewith.

As used herein, the term "Terminating Event" shall mean the death, retirement, court declaration of incompetence, bankruptcy, resignation, dissolution (for any reason whatsoever) or other event that terminates the continued membership of the Member of the Company.

Restrictions on Transfer by Members. The sale, assignment, disposition of, pledge, hypothecation and other encumbrance or transfer of any Member's interest, including, without limitation, the Initial Member's interest, in the Company shall not occur unless done in strict accordance with the terms and provisions of the any Mortgage given to secure any debt owed to UBS REAL ESTATE INVESTMENTS INC. its successors and assigns.

Sale of Assets. The Member shall have no authority to sell or dispose of all or substantially all of the Company's assets except to the extent permitted in the Mortgage given to secure any debt owed to UBS REAL ESTATE INVESTMENTS INC., its successors and assigns.

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Dated: April 29, 2004

APEC REALTY CORP., the sole Member  
By: [Signature]  
Karl Loeffler, President

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day before me personally appeared Karl Loeffler, as President of Apec Realty Corp., a Florida corporation, to me personally known or who has produced [Signature] as identification, known to me to be the person described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein expressed, and that he affixed thereunto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and seal at Clearwater, said County and State, this 29<sup>th</sup> day of April, 2004.

[Signature]  
Notary Public  
My Commission Expires



J Paul Raymond  
My Commission DD133235  
Expires August 10, 2008