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LIMITED LIABILITY AMENDMENT

MILLER WEST INVESTMENT, L.L.C.

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**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
MILLER WEST INVESTMENT, L.L.C.**

MILLER WEST INVESTMENT, L.L.C., a Florida limited liability company, formerly known as Duval Station Investment, L.L.C., filed its original Articles of Organization with the Florida Department of State on March 26, 2004, and was assigned document number L04000023283.

Pursuant to the provisions of Section 608.411 of the Florida Limited Liability Company Act, the undersigned, being an authorized representative of the members of the Company, pursuant to a resolution duly adopted by its members, hereby adopts the following Amended and Restated Articles of Organization:

ARTICLE I-NAME

The name of this limited liability company shall be MILLER WEST INVESTMENT, L.L.C. (the "Company").

ARTICLE II-MAILING AND STREET ADDRESS

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

12800 University Drive, Suite 275
Fort Myers, Florida 33907

ARTICLE III-EFFECTIVE DATE

This limited liability company was organized on March 26, 2004, and shall terminate on December 31, 2054, or as provided in the Operating Agreement.

ARTICLE IV- REGISTERED AGENT AND OFFICE

The name and street address of the registered agent of the Company is:

<u>Name</u>	<u>Address</u>
GUY E. WHITESMAN	1715 Monroe Street Fort Myers, Florida 33901

ARTICLE V-PURPOSE

The Company's business and purpose shall consist solely of the following:

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(i) To engage solely in the ownership, operation and management of the real estate project known as Miller West Shopping Center located at 15703-15785 S.W. 56th Street, Miami, Florida (the "Property"), pursuant to and in accordance with these Amended and Restated Articles of Organization and the Company's Operating Agreement; and

(ii) To engage in such other lawful activities permitted to limited liability companies by the applicable laws and statutes for such entities of the State of Florida as are incidental, necessary or appropriate to the foregoing.

ARTICLE VI-LIMITATIONS

Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Company, the Company shall not, and the members and managers of the Company shall have no authority to, 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 V;
- (ii) do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in these Articles;
- (iii) borrow money or incur any indebtedness or assume or guaranty any Indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the Company's property; except, however, the manager is hereby authorized to secure financing (the "Loan") for the Company from Column Financial, Inc. in such amount and on such terms as such manager may elect, and to grant a mortgage, deed of trust, lien or liens on the Company's property to secure such Loan, as well as incur other indebtedness to the extent expressly authorized pursuant to the documents further evidencing the Loan;
- (iv) dissolve or liquidate, in whole or in part;
- (v) consolidate or merge with or into any other entity;
- (vi) Institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to 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 property of the Company, 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 company action in furtherance of any such action; or

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(vii) amend the Amended and Restated Articles of Organization or the Operating Agreement of the Company (as presently amended by the Second Amendment to the Operating Agreement of Miller West Investment, L.L.C.).

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In addition to the foregoing, the Company shall not, and the members and managers shall have no authority to, without the written consent of the holder of the promissory note evidencing the Loan so long as it is outstanding, take any action set forth in items (i) through (v) or item (vii) above.

ARTICLE VII-TITLE TO COMPANY PROPERTY

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member or manager shall have any ownership interest in any company property in its individual name or right and, each membership or other ownership interest in the Company shall be personal property for all purposes.

ARTICLE VIII-SEPARATENESS PROVISIONS

The Company shall:

- (a) maintain books and records separate from any other person or entity;
- (b) maintain its accounts separate from those of any other person or entity;
- (c) not commingle its assets or funds with those of any other person or entity;
- (d) conduct its own business in its own name;
- (e) maintain separate financial statements from any other person or entity;
- (f) pay its own liabilities out of its own funds;
- (g) hold regular manager and member meetings as appropriate, to conduct the business of the Company, and do all things necessary to preserve its existence and observe all company formalities and other formalities required by the Company's Operating Agreement and these Amended and Restated Articles of Organization of the Company; and cause to be done and will do all things necessary to preserve its existence as a limited liability company;
- (h) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
- (i) not guarantee or become obligated for, or pay, the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;
- (j) not acquire obligations or securities of any of its members or any Affiliate;

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- (k) allocate fairly and reasonably any overhead for shared office space;
- (l) use separate stationery, invoices and checks from any other person or entity;
- (m) not pledge its assets for the benefit of any other entity (except as specifically permitted by the terms of the mortgage securing the Loan) or make any loans or advances to any other entity;
- (n) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (o) correct any known misunderstanding regarding its separate identity;
- (p) maintain adequate capital in light of its contemplated business operations;
- (q) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (r) be solvent and pay its debts from its assets as the same shall become due;
- (s) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (t) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of holder of the note evidencing the Loan to enforce any rights of such holder against any guarantor or indemnitor of the Loan or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise;
- (u) not enter into any contract or agreement with any general partner, principal, member, manager or affiliate of the Company, or any affiliate of any such general partner, principal, manager or member, 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.

**ARTICLE IX-EFFECT OF BANKRUPTCY, DEATH OR
INCOMPETENCY OF A MEMBER**

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of

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such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject, if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member. The foregoing shall apply to the extent permitted by applicable law.

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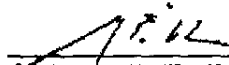
ARTICLE X-MANAGEMENT OF THE COMPANY

This Company shall be managed by not less than one (1) manager (the "Manager") and is, therefore, a manager-managed company.

ARTICLE XI-OPERATING AGREEMENT

The Members shall have the power to adopt, alter, amend, or repeal the Operating Agreement of the Company containing provisions for the regulation and management of the affairs of the Company.

The undersigned, being an authorized representative of the Members of the Company, has duly executed these Amended and Restated Articles of Organization this 18th day of October, 2004, and they are being filed in accordance with Section 608.411 of the Florida Statutes.


GUY E. WHITESMAN
Authorized Representative