

L 04000043184

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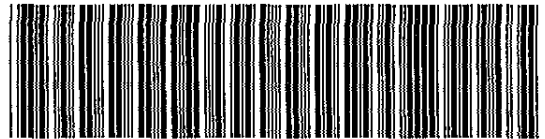
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CAPITAL CONNECTION, INC.

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

Berlin Properties LLC

Signature _____

Requested by: AW

1/27

Name _____

Date _____

Time _____

Walk-In _____

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____ 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 _____

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____ Courier _____

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AMENDED AND RESTATED ARTICLES
OF
ORGANIZATION OF BERLIN PROPERTIES, LLC

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company. These Amended and Restated Articles replace and supersede in their entirety those certain Articles Filed on June 9, 2004, having a filing number of L04000043184, and as amended by that certain Articles of Amendment filed on August 12, 2004. Member approval is required for the Amended and Restated Articles of Organization and the number of votes cast for the Amendment was sufficient for approval, the date of Adoption for these Amended Articles was accepted on January 27, 2006. The Amended and Restated articles are being filed in accord with 608.411, F.S.

ARTICLE I.
NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability the company shall be BERLIN PROPERTIES, LLC, a Florida Limited Liability Company ("The Company"), and its principal office shall be located at 1819 Main Street, Suite 302, Sarasota, Florida, County of Sarasota, State of Florida, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II.
PURPOSES AND POWERS

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:

- (a) To acquire from ARC Pine Ridge, LLC certain parcels of real property, together with all improvements located thereon, in the Sarasota Florida (the "Property").
- (b) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.
- (c) To exercise all powers enumerated in the Limited Liability Company Act of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.
- (d) To exercise all or any of the Company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the Property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.
- (e) To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in

association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of the Company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the Company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do. Moreover, notwithstanding anything contained herein to the contrary, the 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 JP Morgan Chase Bank, or its successors or assigns (the "*First Mortgage*") exists on any portion of the Property, the Company shall not incur, assume, or guaranty any other indebtedness. The Company shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity. For so long as the First Mortgage exists on any portion of the Property, the 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 may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

ARTICLE III MANAGEMENT AND VOTING

Management of the Company is reserved to its managers. When acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, the members shall take into account the interest of the Company's creditors, as well as those of the members

ARTICLE IV. CERTIFICATE OF MEMBERSHIP

A member's interest in the Company may be evidenced by a certificate of membership interest signed by the members, which may be assigned or transferred as provided for in the Operating Agreement.

ARTICLE V. TRANSFERABILITY OF MEMBERSHIP INTEREST

The right to assign or transfer a member's interest in the Company is limited by the provisions of the Operating Agreement.

ARTICLE VI. LIMITATION ON AGENCY AUTHORITY OF MEMBERS

Pursuant to Section 608.424 of the Florida Limited Liability Company Act, no member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to incur debt or contractual liability on behalf of the Company solely by virtue of being a member.

ARTICLE VII INDEMNIFICATION

The Company shall indemnify every member, and the member's heirs, executors and

administrators, against expenses actually and reasonably incurred by the member, as well as against any amount paid upon a judgment in connection with any action, suit, or other proceeding, civil or criminal, to which the member may be made a party by reason of having been a member of the Company.

This indemnification is being given because the members will be requested by the Company to act for and on behalf of the Company and for the Company's benefit.

This indemnification is not exclusive of other rights to which the members may be entitled.

The members are entitled to the fullest indemnification allowed by the current law or as the law maybe amended after the adoption of these articles.

A member shall be liable to the Company for the following actions:

1. Any breach of his or her duty of loyalty to the Company, or to its members;
2. An act or omission that was taken in bad faith and which constitutes a breach of the members' duty to the Company by an act that is grossly negligent, malicious, or intentional, as those terms are defined by law;
3. A transaction in which the member benefits to the detriment of the Company or its members;
4. An action for which the member is liable at law and for which an indemnification is not allowed.

Notwithstanding anything contained herein to the contrary, 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 in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

ARTICLE VIII. DURATION

The Company shall exist perpetually, or until dissolved in a manner provided by law, or as provided in the regulations adopted by the members. 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

ARTICLE IX. 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 identity, in addition to the other provisions set forth in these articles of organization, the Company shall conduct its affairs in accordance with the following provisions:

- (A) It shall establish and maintain an office through which its business shall be conducted *separate and apart from that of any of its members or affiliates* and shall allocate fairly and reasonably any overhead for shared office space.
- (B) It shall maintain records and books of account separate from those of any member or *affiliate*.
- (B) It shall observe all limited liability company formalities.
- (C) It shall not commingle assets with those of any member or *affiliate*.

- (D) It shall conduct its own business in its own name.
- (E) It shall maintain financial statements separate from any member or affiliate.
- (F) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any member or affiliate.
- (G) It shall maintain an arm's length relationship with any member or affiliate.
- (H) It shall not guarantee or become obligated for the debts of any other entity, including any member or affiliate, or hold out its credit as being available to satisfy the obligations of others.
- (I) It shall use stationary, invoices and checks separate from any member or affiliate.
- (J) It shall not pledge its assets for the benefit of any other entity, including any member or affiliate.
- (K) It shall hold itself out as an entity separate from any member or affiliate.

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

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

"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.

ARTICLE X. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Company is 1819 Main Street, Suite 302, City of Sarasota, County of Sarasota, State of Florida, and the name of the Company's initial registered at that address is the Berlin Law Firm, P.A.

The undersigned, being the original members of the Company, certify that this instrument constitutes the proposed Amended and Restated Articles of Organization of the Company.

Executed by the undersigned at Sarasota, Florida on the 21 day of January, 2006.

Evan N. Berlin

Jeffrey Berlin

Stephen Berlin

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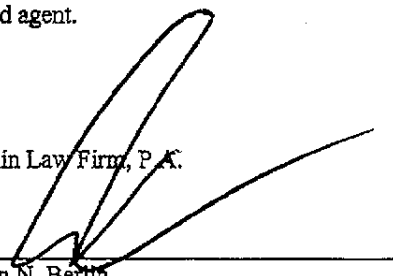
Jeffrey Berlin


Stephen Berlin

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place 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.

Berlin Law Firm, P.A.

By: 
Evan N. Berlin
As its President
Registered Agent