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CORPORATION SERVICE COMPANY

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TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032
REFERENCE : 989987 134074A
AUTHORIZATION : *Patricia Pigute*
COST LIMIT : \$ 150.00

ORDER DATE : November 23, 2004
ORDER TIME : 2:59 PM
ORDER NO. : 989987-005
CUSTOMER NO: 134074A
CUSTOMER: Robert S. Saraga, Esq.
Saraga & Lipshy, P.a.
201 Northeast First Avenue
Delray Beach, FL 33444

DOMESTIC AMENDMENT FILING

NAME: CONGRESS PLAZA WEST, A FLORIDA
JOINT VENTURE GENERAL
PARTHERSHIP

EFFECTIVE DATE:

XXX__ CERTIFICATE OF CONVERSION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Troy Todd -- EXT# 2940

EXAMINER'S INITIALS: _____

CERTIFICATE OF CONVERSION

Pursuant to Section 608.439, Florida Statutes, the following unincorporated business entity hereby submits the attached articles of organization and this certificate of conversion to convert to a Florida limited liability company:

FIRST: The name of the unincorporated business immediately prior to filing this documents was:

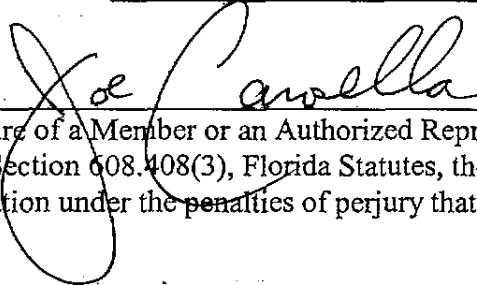
CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership

SECOND: The date on which and the jurisdiction in which the unincorporated business was first created or otherwise came into being are:

- A. Date: September 20, 2000
B. Jurisdiction: FLORIDA
C. If different from the above noted jurisdiction, the jurisdiction immediately prior to its conversion: _____

THIRD: The name of the limited liability company as set forth in the attached articles of organization is:

CONGRESS PLAZA WEST, LLC



Signature of a Member or an Authorized Representative of a Member

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

JOE CAROSELLA

Typed or Printed Name of Signee

FILING FEES:

- \$100.00 Filing Fee for Articles of Organization
\$ 25.00 Filing Fee for Registered Agent Designation
\$ 25.00 Filing Fee for Certificate of Conversion
\$ 30.00 Certified Copy (optional)
\$ 5.00 Certificate of Status (optional)

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TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
OF
CONGRESS PLAZA WEST, LLC**

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of § 608.407 of Chapter 608 of the Florida Statutes (said Chapter 608 being herein sometimes called the "Florida Limited Liability Company Act"), the undersigned executes the following Articles of Organization ("Articles of Organization"):

ARTICLE I: The name of the limited liability company is CONGRESS PLAZA WEST, LLC (the "Company").

ARTICLE II: Mailing Address and the Street Address of the Company is as follows:

4901 N. Federal Highway, Suite 400
Fort Lauderdale, Florida 33308

ARTICLE III: The Name and the Florida Street Address of the Company's Registered Agent is as follows:

JOE CAROSELLA
4901 N. Federal Highway, Suite 400
Fort Lauderdale, FL 33308

ARTICLE IV: The Name and the Street Address of the Company's Managing Member ("Managing Member") and Special Limited Member ("Special Limited Member") are as follows:

Managing Member: CONGRESS INVESTORS WEST, LLC
c/o Joe Carosella, Managing Member
4901 North Federal Highway
Fort Lauderdale, Florida 33308

Special Limited Anthony J. Michaels
Member 2451 NW 63rd Street
Boca Raton, Florida 33496

The Company is to be managed by the Managing Member.

ARTICLE V: The period of duration for the Company shall be perpetual.

ARTICLE VI: The purposes and powers of the Company are limited to (i) owning, developing, operating, financing, leasing and, if applicable, selling that certain real property located at the southwest corner of Northlake Boulevard and Congress Avenue, City of Palm Beach Gardens and Town of Lake Park, Florida, said property containing approximately 8.8 acres and being more particularly described on Exhibit "A" (the "Property") and (ii) acquiring, owning, operating, financing, leasing and, if applicable, selling such personal property as shall be incidental the activities described in the foregoing clause (i).

ARTICLE VII: The Company shall strictly observe and abide by the terms and conditions of its operating agreement (the "Operating Agreement") and strictly observe and abide by the provisions of The Florida Limited Liability Company Act.

ARTICLE VIII: The Company intends to obtain permanent financing (the "Loan") from a commercial lending institution (the entity making such loan and its successors and assigns being herein referred to as "Lender") to be secured by, *inter alia*, a mortgage encumbering the Property. As used herein, the following terms have the meanings indicated. Capitalized terms used in these Articles of Organization and not defined herein shall have the meanings attributed to them in Section 608.402 of the Florida Limited Liability Company Act:

"Affiliate" means, at any time and with respect to any Person, any other Person or group acting in concert with the Person in question that at such time directly or indirectly through one or more intermediaries controls, or is controlled by or is under common control with such Person;

"Control" (including the correlative meanings of the terms "controlling", "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise;

"Special Limited Member" means an natural person reasonably satisfactory to Lender, who is not at the time of such Person's initial appointment or election, has not been at any time during the preceding five years, and will not be at any time while serving as an Special Limited Member, (i) a member or employee of the Company, or an officer, member, shareholder, director, partner or employee of: any Affiliate of the Company, any Member or any Affiliate of any Member, or any Indemnitor or any Affiliate of any Indemnitor, (ii) a customer of, or supplier to: the Company or any Affiliate of the Company, any Member or any Affiliate of any Member, or any Indemnitor or any Affiliate of any Indemnitor, or any officer, member, shareholder, director, partner or employee of any aforesaid Person (other than a customer or supplier that does not derive more than five percent (5%) of its purchases or revenues from its activities with either any such Person or all such Persons in the aggregate), (iii) a Person controlling, controlled by or under common control with any such shareholder, partner, supplier or customer, or (iv) a member of the immediate family of any such shareholder, officer, director, partner, employee, supplier or customer. The sole duty of

the Special Limited Member shall be to vote, along with the Members, on any action by the Company described in subparagraph (p) of this ARTICLE VII.

"Indemnitor" means any Person who has agreed to indemnify Lender for any losses, costs or expenses suffered or incurred by Lender as a result a breach by the Company of any one or more of its obligations with respect to the Loan.

"Loan Documents" means all promissory notes, mortgages, assignments, security agreements, loan agreements, indemnity agreements and other documents, instruments and agreements now or hereafter entered into by the Company and/or any other Persons evidencing and/or securing the Loan.

"Non-Consolidation Opinion" means the legal opinion to be issued to Lender at closing of the Loan concerning the effects of any bankruptcy or insolvency of the Company and/or other Persons named in such opinion.

Until such time as the Loan has been paid and satisfied in full, unless the Lender in its sole, absolute and unfettered discretion shall have given its express prior written consent to the Company to do otherwise, the Company shall strictly observe and comply with all of the following:

(a) The Company will not own any asset or property other than the Property, and incidental personal property as specified in ARTICLE V.

(b) The Company (i) will maintain its funds, other assets and accounts separate from those of any other Person, (ii) will not engage in any business or other activity other than as specified in ARTICLE VI, and (iii) will conduct and operate its business as presently conducted and operated.

(c) The Company will not enter into any contract or agreement with (i) any Affiliate of the Company, (ii) any Member, Manager (including, without limitation, the Special Limited Member) or Indemnitor, (iii) any Person owning any beneficial interest in any Member, Manager or Indemnitor, (iv) any Person in which any Member, Manager (including, without limitation, the Special Limited Member) or Indemnitor owns any beneficial interest) or (v) any Affiliate of any Person referred to in the preceding clauses (ii) through (iv) 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.

(d) The Company will not create, incur, assume, guaranty, agree to purchase or repurchase or provide funds for any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables customarily payable in the ordinary course of business within thirty (30) days.

(e) The Company will not make any loans or advances to any Person, and will not pledge its assets for the benefit of any Person other than Lender. The Company will not acquire obligations or securities of its Affiliates.

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

(g) The Company will do all things necessary to observe organizational formalities and preserve its existence. The Company will not, (i) consolidate or merge with any other Person (regardless whether the Company is the surviving Entity) or (except as expressly permitted by the Loan Documents) sell all or substantially all of the Company's assets, (ii) amend or modify its Articles of Organization, (iii) amend or modify its Operating Agreement in any manner which would (A) create any inconsistency between the Operating Agreement and the Articles of Organization (provided that in the event of any inconsistency, the Articles of Organization shall prevail), (B) change any provision relating to the "separateness" or other "special purpose" or "bankruptcy remote" nature of the Company, (C) cause any of the assumptions upon which the Non-Consolidation Opinion is based to become inaccurate or untrue in any respect; or (D) adversely affect Lender's interest in the Loan, or (iv) admit any new Member or permit the transfer of any interest of any Member in the Company (except as expressly permitted by the Loan Documents).

(h) Without the joint unanimous consent of all Members, the Company will not (i) amend or modify its organization documents in any manner which would (A) change any provision relating to the "separateness" or other "special purpose" or "bankruptcy remote" nature of the Company, (C) cause any of the assumptions upon which the Non-Consolidation Opinion is based to become inaccurate or untrue in any respect; or (D) adversely affect Lender's interest in the Loan.

(i) The Company will at all times have an Special Limited Member. In the event of the death, incapacity, or resignation of the Special Limited Member, the Company shall cause another individual qualifying as a Special Limited Member to be appointed as such within ten (10) days following such death, incapacity, or resignation. No Special Limited Member may be removed unless a qualified successor Special Limited Member shall have been duly appointed to assume the duties thereof effective the same date as the date of the removal of the predecessor Special Limited Member. No action requiring the vote of the Special Limited Member may be taken or shall be effective without the affirmative vote of the Special Limited Member, and, if for any reason there is at any time no duly appointed, qualified and acting Special Limited Member, such action may not be taken until there is a duly appointed, qualified and acting Special Limited Member.

(j) The Company will maintain books, records, financial statements and bank accounts separate from those of any other Person and, if required by law to file tax returns, the Company will file tax returns in its own name separate from any other Person. The Company shall maintain its books, records, resolutions and agreements as official records.

(k) 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 Person, and shall conduct its

business solely and exclusively in its own name. The Company will maintain and utilize stationery, invoices and checks bearing its own name separate from those of any other Person. The Company will correct any known misunderstanding regarding its status as a separate entity and will not identify itself as a division, subsidiary or part of any other Person or identify any other Person as a division, subsidiary or part of the Company.

(l) The Company will maintain adequate capital for the normal obligations reasonably foreseeable in light of its contemplated business operations.

(m) The Company will maintain its funds and other assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual funds and other assets from those of any other Person.

(n) The Company will not agree to purchase or otherwise acquire any property or assets other than as specified in ARTICLE VI.

(o) The Company will not hold itself out to be responsible for the debts or obligations of any other Person. The Company will not hold out its credit or assets as being available to satisfy the obligations of any other Person.

(p) The Company shall not, without the unanimous express prior written approval of all Members (including, without limitation, the Special Limited Member and Lender, file a voluntary or involuntary petition or otherwise initiate proceedings for the Company to be adjudicated insolvent or seeking an order for relief as a debtor under any chapter of the United States Bankruptcy Code, as amended (11 U.S.C. §§ 101 et. seq.), or file or cause the filing of any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief for the Company under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors; or seek the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of any part of the properties and assets of the Company, or make any general assignment for the benefit of its creditors, or admit in writing its inability to pay its debts generally as they become due, or declare or effect a moratorium on its debt or take any action in furtherance of any such action, or consent to or acquiesce in any of the foregoing actions. When the Company acts on matters subject to the vote of the Members (including, without limitation, any matter referred to in this subparagraph, and notwithstanding that the Company may not then be insolvent) the Members shall take into account the interests of the Company's creditors as well as those of the Members.

(q) Any and all obligations of the Company (whether pursuant to the Operating Agreement or otherwise) to indemnify, reimburse or make any payment of any kind to any Member, employee, officer or agent of the Company, or to or any member, shareholder, beneficial owner, manager, officer director, partner or employee of any Member or of any Affiliate or Indemnitor, shall be fully subordinated to the Loan and shall not in any way constitute a claim against the Company in the event that cash flow in

excess of amounts necessary at an time or from time to time to pay the Loan is insufficient to pay such obligations.

(r) The Company will conduct its business so that all assumptions made in the Non-Consolidation Opinion are and will remain true and correct in all respects for the term of the Loan.

At such time as the Loan shall have been paid and satisfied in full, the Company's rights, purposes, powers and authority shall no longer be limited by the provisions of ARTICLES VI and VII hereof, and the Company shall be free to amend its Articles of Organization.

ARTICLE IX: These Articles of Organization are filed in connection with the conversion of CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership, to CONGRESS PLAZA WEST, LLC, and the Florida limited liability company established pursuant to these Articles of Organization. In accordance with § 608.439(4) of the Florida Limited Liability Company Act, the Company's existence shall be effective as of September 20, 2000, which is the date CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership commenced its existence as set forth in the Certificate of Conversion relating to the aforesaid conversion of CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership to CONGRESS PLAZA WEST, LLC, to which these Articles of Organization are attached.

ARTICLE X: In accordance with § 608.439(6) of the Florida Limited Liability Company Act, when such conversion becomes effective, for all purposes of the laws of the State of Florida, all of the rights, privileges, and powers of CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership, and all property, real (including, without limitation, the Property), personal, and mixed, and all debts owed by CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership, including, but not limited to that certain first mortgage loan in the amount of **Nine Million Seven Hundred Sixty Five Thousand and 00/00 Dollars (\$9,765,000.00)** in favor of Wells Fargo Bank, National Association and/or its successors or assigns, as well as all other things and causes of action belonging to CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership, shall be vested in CONGRESS PLAZA WEST, LLC and shall thereafter be the property and/or liability, as the case may be of CONGRESS PLAZA WEST, LLC as they were of CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership, and the title to any real property (including, without limitation, the Property) vested by deed or otherwise in CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership, shall not revert or be in any way impaired by reason of such conversion, but all rights of creditors and all liens upon any property of CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership shall be preserved unimpaired, and all debts, liabilities, and duties of CONGRESS PLAZA WEST, a Florida Joint Venture General Partnership shall thenceforth attach to CONGRESS PLAZA WEST, LLC and may be enforced against CONGRESS PLAZA WEST, LLC to the same extent as if said debts, liabilities, and duties had been incurred or contracted by CONGRESS PLAZA WEST, LLC.

ARTICLE XI: Subject to the provisions of Article XII below, the Company shall indemnify and advance expenses to the fullest extent authorized or permitted by the Florida Limited Liability Act to any person made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that it is or was a Managing Member of the Company or is or was serving at the request of the Company. Unless otherwise expressly prohibited by the Florida Limited Liability Act, and except as otherwise provided in the foregoing sentence, the Members of the Company shall have the sole and exclusive discretion, on such terms and conditions as it shall determine, to indemnify, or advance expenses to, any person made, or threatened to be made, a party to any action, suit, or proceeding by reason of the fact that he is or was an employee or agent of the Company, or is or was serving at the request of the Company as an employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise. Except for any person who is or was a managing member of the Company, or any person who is or was serving at the request of the Company as a director or officer or member of another company, corporation, no employee or agent of the Company may apply for indemnification or advancement of expenses to any court of competent jurisdiction.

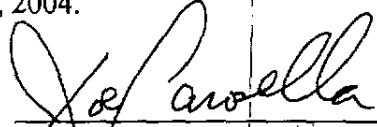
ARTICLE XII: Notwithstanding any provision hereof to the contrary, any indemnification claim against the Company arising under these Articles of Organization, the Operating Agreement or the laws of the state of organization of the Company shall be fully subordinate to any obligations of the Company arising under the Loan Documents and shall only constitute a claim against the Company to the extent of, and shall be paid by the Company in monthly installments only from, the excess of net operating income of the Company for any month over all amounts then due under the Loan Documents.

ARTICLE XIII: The right, if given, of the member to admit additional members and the terms and conditions of the admissions shall be governed by the Operating Agreement of the Company.

ARTICLE XIV: The right, if given, of the remaining members of the Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Company shall be governed by the Operating Agreement adopted by the Members.

ARTICLE XV Pursuant to Section 608.424 of the Florida Limited Liability 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.

IN WITNESS WHEREOF, the undersigned has duly executed these Articles of Organization as of the 18 day of November, 2004.

A handwritten signature in cursive script, appearing to read "Joe Carosella", written over a horizontal line.

Name: Joe Carosella
Authorized Representative of Congress
Investors West, LLC, a Florida limited
liability company, a Member

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

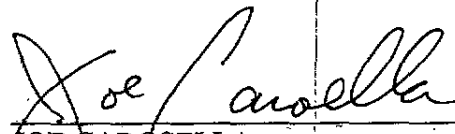
PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: **CONGRESS PLAZA WEST, LLC**

2. The name and address of the registered agent and office is:

JOE CAROSELLA
4901 N. Federal Highway, Suite 400
Fort Lauderdale, FL 33308

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, we hereby accept the appointment as registered agent and agree to act in this capacity. We further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and we are familiar with and accept the obligations of our position as registered agent.



JOE CAROSELLA,
Date: November 18, 2004

STATE OF FLORIDA }

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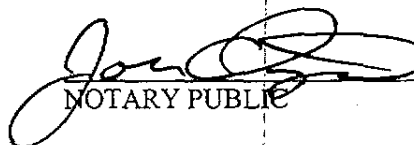
COUNTY OF Broward }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOE CAROSELLA and who is personally known to me (✓) or who did furnish _____ for identification, and who acknowledged executing the foregoing Designation and Acceptance as Registered Agent, freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of November, 2004.



John Ortega
Commission #DD318615
Expires: May 11, 2008
Bonded Thru
Atlantic Bonding Co., Inc.



NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

"NORTHLAKE SQUARE WEST" plat recorded May 10, 2004 in Plat Book 101 page 183 Palm Beach County Public Records situate in Section 19, Township 42 South, Range 43 East, City of Pam Beach Gardens and the Town of Lake Park, Palm Beach County, Florida

X:\The Firm\clients\CAROSELLA\CONGRESS PLAZA WEST\Conversion Documents\ARTICLES OF ORGANIZATION VI 8-9-04.doc