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WESTSHORE COVE ACQUISITION GROUP LLC

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Corporate Filing Menu

Help

H07000128100 3

**WESTSHORE COVE ACQUISITION GROUP LLC.
AMENDED AND RESTATED ARTICLES OF ORGANIZATION**

Pursuant to Section 608.411 of the Florida Limited Liability Company Act (the "Act"), Westshore Cove Acquisition Group LLC, a Florida limited liability company (the "Company"), hereby delivers these Amended and Restated Articles of Organization, duly executed by the authorized representative of the Members of the Company, to amend, restate and supersede the original Articles of Organization of the Company, which were filed with the Florida Department of State on July 6, 2005.

ARTICLE ONE: NAME

The name of the limited liability company (the "Company") is "Westshore Cove Acquisition Group LLC".

ARTICLE TWO: EFFECTIVE DATE

The Company shall have perpetual existence, commencing on the date that the original Articles of Organization were filed with the Florida Department of State.

ARTICLE THREE: MAILING ADDRESS AND PRINCIPAL OFFICE

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

11300 Fourth Street North
Suite 200
St. Petersburg, Florida 33716

ARTICLE FOUR: INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Company is:

11300 Fourth Street North
Suite 200
St. Petersburg, Florida 33716

and the name of the initial registered agent of the Company at that address is Ballast Point Group LLC.

ARTICLE FIVE: MANAGEMENT OF THE COMPANY

The Company must at all times have one member that is a corporation that satisfies the single purpose entity (SPE) requirements of the Lender (as defined below) (the "SPE Member"). The SPE Member shall be the manager of the Company, management of the Company shall be

H07000128100 3

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DIVISION OF CORPORATIONS
07 MAY -9 AM 7:20

H07000128100 3

vested in the SPE Member as the manager of the Company, and the Company shall be a "manager-managed company" within the meaning of Section 608.402(19) of the Act. The name and mailing address of the SPE Member serving as the manager of the Company are:

WCAG Management Corporation
11300 Fourth Street North
Suite 200
St. Petersburg, Florida 33716

The SPE Member must have a director who is not at the time of initial appointment, or at any time while serving as a director, and has not been at any time during the preceding five (5) years: (a) a stockholder, director or manager, officer, employee, partner, member, beneficial interest holder, attorney or counsel of the Company or the SPE Member, or any affiliate of the Company or the SPE Member (other than in his capacity as a director of the SPE Member); (b) a customer, creditor, supplier, service provider or other individual who derives any of its purchases or revenues from its activities with the Company or the SPE Member, or any affiliate of the Company or the SPE Member; (c) a family member of any such stockholder, director, officer, employee, partner, member, beneficial interest holder, attorney or counsel, customer, creditor, supplier, service provider or other person; or (d) an individual controlling, controlled by or under common control with (whether or directly or indirectly by operation of law, contract or otherwise) any person described in (a), (b) or (c) above (the "Independent Director").

ARTICLE SIX: PURPOSE

The Company's business and purpose shall consist solely of the acquisition, development, ownership, operation, maintenance, management, leasing, sale, transfer or exchange of the real property located at 4003 South Westshore Boulevard, Tampa, Florida, as legally described in Exhibit A attached hereto (the "Property"), obtaining the Loan (as defined herein) from the Lender (as defined herein), and such activities as are necessary, incidental or appropriate in connection therewith.

ARTICLE SEVEN RESTRICTIONS/LIMITATIONS ON POWERS AND DUTIES

Notwithstanding any other provisions of the Company's Articles of Organization, Operating Agreement or similar organizational documents, or any provision of law that otherwise so empowers the Company, so long as any obligations secured by a first mortgage/deed of trust lien incurred in favor of Lehman Brothers Bank, FSB and its successors and assigns ("First Lien") on the Property ("Security Instrument") remain outstanding and not discharged in full, the SPE Member shall not cause the Company to, and the Company shall not, do any of the following:

- (a) engage in any business or activity other than the acquisition, development, ownership, operation, leasing, management, maintenance, sale, transfer or exchange of the Property, and entering into the loan made in connection with any Security Instrument ("Loan") and activities incidental thereto;

07 MAY -9 AM 7:20

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DIVISION OF CORPORATIONS

H07000128100 3

H07000128100 3

- (b) acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;
- (c) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case the consent of any holder of a First Lien on the Property ("Lender");
- (d) (i) fail to observe its organizational formalities or preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, and qualification to do business in the State where the Property is located, if applicable, or (ii) without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Company's Articles of Organization, Operating Agreement or similar organizational documents, as the case may be;
- (e) own any subsidiary or make any investment in, any person or entity without the consent of Lender;
- (f) commingle its assets with the assets of any of its members, general partners, affiliates, principals or of any other person or entity, participate in a cash management system with any other entity or person or fail to use its own separate stationery, invoices and checks;
- (g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, except for trade payables in the ordinary course of its business of owning and operating the Property;
- (h) fail to pay its debts and liabilities (including, without limitation, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;
- (i) (i) fail to maintain its records (including, without limitation, financial statements), books of account and bank accounts separate and apart from those of the members, general partners, principals and affiliates of the Company, the affiliates of a member, general partner or principal of the Company, and any other person or entity, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other entity or person, or (iii) include the assets or liabilities of any other person or entity on its financial statements;
- (j) enter into any contract or agreement with any member, general partner, principal or affiliate of the Company, any guarantor of the Loan, or any member, general partner, principal or affiliate thereof (other than a business management services agreement with an affiliate of the Company, provided that (i) such agreement is acceptable to Lender, (ii) the manager, or equivalent thereof, under such agreement holds itself out as an agent of the Company, and (iii) the agreement

07 MAY -9 AM 7:20

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DIVISION OF CORPORATIONS

H07000128100 3

H07000128100 3

meets the standards set forth in this subsection (j) following this parenthetical), except upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or affiliate of the Company, any guarantor of the Loan, or any member, general partner, principal or affiliate thereof;

- (k) fail to correct any known misunderstandings regarding the separate identity of the Company or any member, general partner, principal or affiliate thereof or any other person;
- (l) guarantee or become obligated for the debts of any other entity or person or hold itself out to be responsible for the debts of another person;
- (m) make any loans or advances to any third party, including any member, general partner, principal or affiliate of the Company, or any member, general partner, principal or affiliate thereof, and shall not acquire obligations or securities of any member, general partner, principal or affiliate of the Company, or any member, general partner, or affiliate thereof;
- (n) fail to file its own tax returns or, if part of a consolidated group, fail to be shown as a separate member of such group;
- (o) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party (including, without limitation, any member, general partner, principal or affiliate of the Company, or any member, general partner, principal or affiliate thereof);
- (p) fail to 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;
- (q) share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of the Company, (ii) any affiliate of a general partner, principal or member of the Company, or (iii) any other person or entity;
- (r) fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including, without limitation, paying for office space and services performed by any employee of an affiliate;
- (s) pledge its assets for the benefit of any other person or entity, other than with respect to the Loan, or make any loans or advances to any entity;

07 MAY -9 AM 7:20

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DIVISION OF CORPORATIONS

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H07000128100 3

- (t) fail to maintain a sufficient number of employees in light of its contemplated business operations;
- (u) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors without the affirmative vote of all of the members of the Company (including the Manager) and the Independent Director;
- (v) fail to hold its assets in its own name;
- (w) have any of its obligations (other than the Loan) guaranteed by an affiliate; or
- (x) amend Article EightSix, Article Seven, Article Eight, Article Ten, Article Eleven or Article Twelve of these Articles of Organization.

ARTICLE EIGHT: 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 shall have any ownership interest in any Company property in its individual name or right, and each Member's Membership Interest shall be personal property for all purposes.

ARTICLE NINE: RESERVED**ARTICLE TEN: EFFECT OF BANKRUPTCY, DEATH, INCOMPETENCY OR WITHDRAWAL 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 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 Membership 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. In the event that the Company has only one Member, such Member may not withdraw as a Member of the Company without the prior written consent of the Lender, which consent may be granted, withheld or conditioned in the Lender's sole discretion, including, without limitation, the condition that a succeeding Member acceptable to Lender in Lender's sole discretion exist and succeed the withdrawing Member so that the operations and existence of the Company continue. The vote of a majority of

H07000128100 3

07 MAY -9 AM 7:20

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

H07000128100 3

the remaining Members shall be sufficient to continue the life of the Company in the event of a termination event. The foregoing shall apply to the fullest extent permitted by applicable law.


ARTICLE ELEVEN: GOVERNING PROVISIONS

In the event of any conflicts between the terms and conditions of these Articles of Organization and the Company's Operating Agreement or similar organizational documents, the terms and conditions of these Articles of Organization shall govern, but only to the extent of any such conflicts.

ARTICLE TWELVE: SUBORDINATION OF INDEMNIFICATION PROVISIONS

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Company arising under these Articles, 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 Security Instrument or any other Loan Document, 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 for any month over all amounts then due under the Security Instrument and the other Loan Documents. Subject to the provisions of the preceding sentence, the Company shall indemnify any member or manager, or former member or manager, of the Company to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned authorized representative of the Members of the Company has executed these Articles of Organization this 8th day of May, 2007.


JULIE V. FANELLI, Authorized Representative

07 MAY -9 AM 7:20

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DIVISION OF CORPORATIONS

H07000128100 3

H07000128100 3

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in these Articles of Organization, 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.

Dated: May 9, 2007

BALLAST POINT GROUP LLC,
a Florida limited liability company

By: 
Name: Darian W. Johnson
Title: President

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DIVISION OF CORPORATIONS
07 MAY -9 AM 7:20

H07000128100 3

H07000128100 3

Exhibit A

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in Hillsborough County, Florida and being more particularly described as follows:

PARCEL 1:

Part of the South 418.5 feet of the North 935.5 feet of Section 5, Township 30 South, Range 18 East, Hillsborough County, Florida, lying West of South Westshore Boulevard and described as follows:

Beginning at an iron rod found on the West right-of-way line of said South Westshore Boulevard, marking the Northeast corner of the aforescribed tract of land and running thence along said West right-of-way line, South 0°09'00" East, 270.0 feet to an iron rod with cap set; thence West 90.71 feet to an iron pipe found; thence North 30.00 feet to an iron pipe found; thence West 225.00 feet to an iron pipe found; thence North 25.00 feet to an iron pipe found; thence West 575.00 feet to an iron pipe found; thence South 21.23 feet to an iron pipe found; thence West 595.97 feet to a point; thence North 11°29'37" West, 241.06 feet to a point on the North boundary of the aforescribed tract of land; thence along said North boundary, East 1534.00 feet to the Point of Beginning.

PARCEL 2:

A tract in the North 1301.77 feet of that part of Section 5, Township 30 South, Range 18 East, Hillsborough County, Florida, lying West of Westshore Boulevard, described as follows:

From the Northeast corner of the Northwest 1/4 of said Section 5; run South 0°09'00" East, along the East boundary of said Northwest 1/4 of Section 5, 787.0 feet; running thence West parallel to the North boundary of said Section 5, 40.0 feet to an iron rod with cap set and the Point of Beginning, which point is on the West right-of-way line of Westshore Boulevard; from said Point of Beginning, continue West 90.71 feet to an iron pipe found; thence North 30.0 feet to an iron pipe found; thence West 225.0 feet to an iron pipe found; thence North 25.0 feet to an iron pipe found; thence West 575.00 feet to an iron pipe found; thence South 21.23 feet to an iron pipe found; thence West 595.97 feet to a point; thence South 11°29'37" East, 186.0 feet to a point; thence South 06°44'54" East, 368.82 feet to a point which is 1301.77 feet South of the North boundary of said Section 5; thence East 1407.63 feet to an iron rod found on the West right-of-way line of Westshore Boulevard; thence North 0°09'00" West, along said West right-of-way line 46.0 feet to an iron pipe found; thence West 290.73 feet to an iron pipe found; thence North 279.0 feet to an iron pipe found; thence East 290.0 feet to an iron pipe found on the West right-of-way line of Westshore Boulevard; thence North 0°09'00" West, along said West right-of-way line 189.77 feet to the Point of Beginning.

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