

L 070000 02881

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

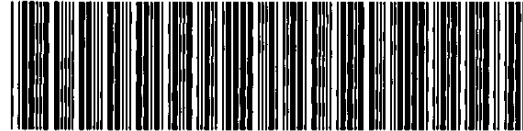
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Handwritten signature/initials

Office Use Only



600082731576

01/09/07--01012--008 **160.00

RECEIVED
07 JAN -9 AM 10:45
FILED
07 JAN -9 PM 12:42
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



UCC FILING & SEARCH SERVICES, INC.
 1574 Village Square Blvd Ste 100
 Tallahassee, Florida 32309
 (850) 681-6528 P

HOLD
 FOR PICKUP BY
 UCC SERVICES
 OFFICE USE ONLY

January 9, 2007 PM 12:00

CORPORATION NAME (S) AND DOCUMENT NUMBER (S)

Compson BJ Tampa, LLC

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

Type of Document

- ☐ Certificate of Status
- ☒ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

NEW FILINGS	
	Profit
	Non Profit
X	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

OTHER FILINGS	
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

ARTICLES OF ORGANIZATION
OF
COMPSON BJ TAMPA, LLC

(pursuant to Section 608.407 of the Florida Limited Liability Company Law)

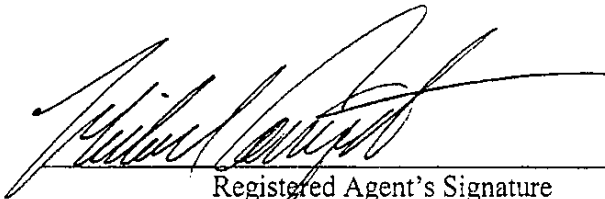
The undersigned hereby certifies and sets forth:

FIRST: The name of the limited liability company is Compson BJ Tampa, LLC
(hereinafter referred to as the "Company").

SECOND: The mailing address and the street address of the principal office of the Company is c/o Compson Holding Corporation, 980 North Federal Highway, Suite 314, Boca Raton, Florida 33432.

THIRD: The name and street address of the initial registered agent of the Company for service of process in the State of Florida is Michael Comparato, c/o Compson Holding Corporation, 980 North Federal Highway, Suite 314, Boca Raton, Florida 33432.

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, 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, F.S.



Registered Agent's Signature
Michael Comparato

FILED
07 JAN -9 PM 12:42
CLERK OF STATE
TALLAHASSEE, FLORIDA

FOURTH: The purposes for which the Company is formed are limited solely to (i) acquiring, financing, owning, holding, selling, leasing, transferring, exchanging, operating, managing and otherwise dealing with that certain real property located at 7651 West Waters Avenue Tampa, Florida 33615 (the "Property"), (ii) obtaining a loan (the "First Mortgage Loan") from UBS Real Estate Investments Inc. to finance the acquisition of the Property, which First Mortgage Loan shall be secured by a first priority mortgage upon the Property (the "Mortgage"), and (iii) transacting any and all lawful business that is incident, necessary or appropriate to accomplish the purposes set forth in this Article Fourth. For purposes of these Articles of Organization, "Lender" means UBS Real Estate Investments Inc. or any successor in interest to the First Mortgage Loan that is the holder of the Mortgage.

FIFTH: So long as the First Mortgage Loan is outstanding, the Company may not, without the prior written consent of the Lender, (a) engage in any business or activity other than those set forth in the preceding Article Fourth, or (b) incur any indebtedness or assume or guaranty any indebtedness other than the First Mortgage Loan and unsecured trade debt which (1) is not evidenced by a note, (2) is incurred in the ordinary course of business, (3) is payable within sixty (60) days of the date incurred, and (4) does not exceed any maximum amount provided in the Mortgage at any one time.

SIXTH: So long as the First Mortgage Loan is outstanding, the Company may not do any of the following without the prior written consent of the Lender:

- (a) dissolve or liquidate, in whole or in part;
- (b) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;
- (c) amend or cause to be amended Articles Fourth, Fifth, Sixth, Seventh and Eighth of these Articles of Organization; or
- (d) take any action that might cause the Company to become insolvent.

SEVENTH: So long as the First Mortgage Loan is outstanding, the Company shall (unless the Lender consents to a deviation from the following):

- (a) maintain its books and records separate from any other person or entity;
- (b) maintain its bank accounts separate from any other person or entity;
- (c) not commingle its funds and other assets with those of any other person or entity and shall hold all of its assets in its own name;
- (d) file its own tax returns;
- (e) maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with the Company (an "Affiliate") or any other person or entity and hold its assets in its own name. (As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.);
- (f) not do any act which would make it impossible to carry its ordinary business;
- (g) conduct its own business in its own name;
- (h) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- (i) pay its own liabilities and expenses only out of its own funds;
- (j) as appropriate for the organizational structure of the Company, observe all company and other organizational formalities;
- (k) maintain an arm's length relationship with its Affiliates and only enter into transactions or agreements with Affiliates which are intrinsically fair and no less favorable to the Company than would be obtained in a comparable arm's length transaction and on a commercially reasonable basis;

- (l) pay the salaries of its own employees from its own funds;
- (m) maintain a sufficient number of employees in light of its contemplated business operations;
- (n) not guarantee or become obligated for the debts of any other person or entity (other than through the endorsement of checks that it deposits in the ordinary course of its business);
- (o) not hold out its credit as being available to satisfy the obligations of any other person or entity;
- (p) not acquire the obligations or securities of its Affiliates or owners, including members;
- (q) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash, bank accounts, certificates of deposit and investment-grade securities);
- (r) allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;
- (s) use separate stationery, invoices and checks bearing its own name;
- (t) not pledge its assets for the benefit of any other person or entity or hold itself out to be responsible for the debts of any other person or entity;
- (u) hold itself out as a separate entity;
- (v) correct any known misunderstanding regarding its separate identity;
- (w) not identify itself as a division or part of any other person or entity;
- (x) maintain adequate capital in light of its contemplated business operations;

(y) be and remain solvent and pay its debt from its assets as the same shall become due;

(z) except in connection with the acquisition of the Property, not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or other evidence of beneficial ownership of, any entity; and

(aa) not hold title to the Company's assets other than in the Company's name.

EIGHTH: So long as the Mortgage Loan is outstanding, without the prior written consent of the Lender and the unanimous consent of all members, the Company may not amend, alter, change or repeal Articles Fourth, Fifth, Sixth, Seventh and Eighth of this Articles of Organization.

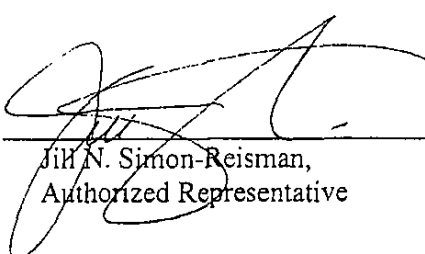
NINTH: The Company is to be managed by one or more managers. The name and address of the initial manager is as follows:

Compson BJ Tampa Manager, Inc.

c/o Compson Holding Corporation
980 North Federal Highway, Suite 314
Boca Raton, Florida 33432

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 2 day of January, 2007 and affirms the contents to be true and correct under the penalties of perjury.

By: _____


Jill N. Simon-Reisman,
Authorized Representative