

L97000000285

FSC, INC

Requestor's Name

1122 America Ad.

Address

Tellahouche, R. 3232 386-1414

City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. TAXAER Home Estate Holdings II, L.C. (Corporation Name) (Document #)

2. (Corporation Name) (Document #)

3. (Corporation Name) (Document #) 600002110156--7 -03/11/97--01108--001 ****337.50 ****337.50

4. (Corporation Name) (Document #)

- Walk in, Mail out, Pick up time, Will wait, Photocopy, Certified Copy, Certificate of Status

Table with 2 columns: Filing Type, Description. Includes Profit, NonProfit, Limited Liability, Domestication, Other.

Table with 2 columns: Filing Type, Description. Includes Amendment, Resignation of R.A., Officer/ Director, Change of Registered Agent, Dissolution/Withdrawal, Merger.

Table with 2 columns: Filing Type, Description. Includes Annual Report, Fictitious Name, Name Reservation.

Table with 2 columns: Filing Type, Description. Includes Foreign, Limited Partnership, Reinstatement, Trademark, Other.

Handwritten notes and numbers: 386-1414, Call us...

Examiner's Initials

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CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF DADE
FLORIDA

**ARTICLES OF ORGANIZATION
OF
TAUBER REAL ESTATE HOLDINGS II, L.C.**

The undersigned incorporator to these Articles of Organization, a natural person competent to contract, hereby presents these Articles for the formation of an organization under Chapter 608 of the laws of the State of Florida.

ARTICLE I: NAME

The name of the organization is TAUBER REAL ESTATE HOLDINGS II, L.C.

ARTICLE II: EXISTENCE

2.1 Period of Existence: Unless dissolved earlier in accordance with law, this Limited Liability Company shall dissolve on the date thirty (30) years following the date these Articles of Organization are filed with the Florida Secretary of State.

2.2 Dissolution Avoidance; Consent: Following, but not prior to, the occurrence of an event of dissolution, the members of the Limited Liability Company shall have the power to avoid dissolution of the Limited Liability Company as a result of such event of dissolution by the approval of a majority in interest, by member percentage interest of the remaining members.

2.3 Business Continuation Agreements: Following, but not prior to dissolution, the member of the Limited Liability Company shall have the power to enter into business continuation agreements pursuant to which the business of the Limited Liability Company will be continued in a successor organization, notwithstanding the dissolution. Winding up

and termination of the Limited Liability Company as a legal entity.

ARTICLE III: PURPOSE

The nature of the business and the objects and purposes proposed to be transacted, promoted or carried on are to engage in any and all lawful business for which limited liability companies may be organized under Chapter 608 of the Florida Statutes.

ARTICLE IV: INITIAL REGISTERED OFFICE AND AGENT

The mailing and street address of the company is 2320 Pelham Road, St. Petersburg, Florida 33710 and the name of the initial Registered Agent is Michael D. Allweiss, Esquire. The Registered Agent's acceptance is attached hereto.

ARTICLE V: MANAGEMENT

This company shall be managed by a Manager or Managers who shall be a Member or Members. The initial Manager and his address is: Paul S. Tauber, 2320 Pelham Road, St. Petersburg, Florida 33710.

The Manager shall serve until the first annual meeting of members or until his successor is elected and qualify.

At the first annual meeting of Members and at each annual meeting thereafter, the Members shall elect a Manager or Managers to hold office until the next succeeding annual meeting, except if there has been a classification of Managers. Each Member shall hold office for the term for which he is elected and until his successor has been elected and qualified.

When there are six or more Managers, the Managers shall be divided into *[two or*

three] classes, each class to be as nearly equal in number as possible, the term of office of Managers of the first class to expire at the first annual meeting of Members after their election, that of Managers of the second class to expire at the second annual meeting after their election, [*and that of Managers of the third class, if any, to expire at the third annual meeting after their election*]. At each annual meeting after such classification, the number of Managers equal to the number of the class whose term expires at the time of such meeting shall be elected to hold office until the second succeeding annual meeting, [*until the third succeeding annual meeting, if there are three classes*]. No classification of Managers shall be effective prior to the first annual meeting of Members.

Any vacancies occurring in the group of Managers shall be filled by written agreement of a majority of the remaining Managers. A Manager chosen to fill a vacancy shall serve the unexpired term of his predecessor in office. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by written agreement of a majority of the Managers then in office or by election at an annual meeting or at a special meeting of Members called for that purpose. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successors has been elected and qualified.

At a meeting called expressly for that purpose, all Managers or any lesser number may be removed, with or without cause, in the manner provided in the Bylaws. If the Bylaws do not provide for the removal of Managers with or without cause, then all Managers or any lesser number may be removed with or without cause by a vote of the majority of the Members then entitled to vote at an election of Managers.

The Limited Liability Company shall indemnify against liability incurred in any proceeding an individual made a party to the proceeding because he is or was a Manager

if: (i) He conducted himself in good faith; (ii) He reasonably believe: (a) In the case of conduct in his office capacity, that his conduct was in the Limited Liability Company's best interests; or (b) In all other cases, that his conduct was at least not opposed to the Limited Liability Company's best interests; and, (iii) In the case of any criminal proceeding, he had no reasonable cause to believe that his conduct was unlawful.

The Limited Liability Company shall indemnify a Manager of the Limited Liability Company who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him in connection with the proceeding.

A Manager who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction.

The Limited Liability Company shall pay for or reimburse the reasonably expenses incurred by a Manager who is a party to a proceeding in advance of the final disposition of the proceeding if: (i) the Manager furnishes the Limited Liability Company a written affirmation of his good-faith belief that he has met the standard of conduct required; (ii) the Manager furnishes the company a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Any indemnification of or advance of expenses to a Manager in accordance with this section, if arising out of a proceeding by or on behalf of the Limited Liability Company, shall be reported in writing to the Members with or before the notice of the next Members' meeting.

**ARTICLE VI:
CLASSES OF MEMBERS
ADMISSION AND TERMINATION OF MEMBERS**

6.1 Classes of Members: Limited Liability Company shall have one class of members.

6.2 Admission of Members: The managing member shall have the authority to admit members to the Limited Liability Company, subject to any limitations on the admission of members provided in the member control agreement, if any, or bylaws.

6.3 Termination of Members: Termination of a member of the Limited Liability Company shall occur by reason of:

- (i) the death, retirement, resignation, bankruptcy, or dissolution of a member, or
- (ii) redemption of the member's entire interest, or
- (iii) transfer of a member's entire interest; provided, however, that a member interest may only be transferred, whether in whole or in part, in compliance with, and subject to the provisions of the member control agreement. The Limited Liability Company shall not have the power to expel members.

6.4 Expression of Member Interest as Percentage Interest: The relative interests of members in the Limited Liability Company shall be expressed in terms of their percentage interest in capital and income and losses of the Limited Liability Company. The percentage interest of each member shall be reflected on a certificate of member interests.

6.5 Preemptive Rights: Members shall have preemptive rights to make contributions for additional member percentage interest in the foregoing Articles of Organization, and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

6.6 Debt: No debt shall be contracted nor liability incurred by or on behalf of the Limited Liability Company, except by one or more of its Managers.

6.7 Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Limited Liability Company shall be valid and binding upon the Limited Liability Company, if they are executed by one or more of its Managers.

6.8 Meetings of Members.

(A) Meetings of Members may be held at such place, either within or without this state, as may be stated in or fixed in accordance with the Bylaws. If no other place is stated or so fixed, all meetings shall be held at the registered office of

the Limited Liability Company.

(B) An annual meeting of the Members shall be held at such time as may be stated or fixed in accordance with the Bylaws. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Limited Liability Company.

(C) Special meetings of the Members may be called by any Manager or Managers, by not less than one-tenth of all the Members entitled to vote at the meeting, or by such other persons as may be provided in the Bylaws.

(D)(1) Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of any Manager or person calling the meeting to each Member of record entitled to vote at such meeting.

(2) Notice to Members, if mailed, shall be deemed delivered to any Member when deposited in the United States mail, addressed to the Member, with postage prepaid, but, if three (3) successive letters mailed to the last-known address of any Member are returned as undeliverable, no further notices to such Member shall be necessary until another address for such Member is made known to the Limited Liability Company.

(3) When a meeting is adjourned to another time or place, unless the Bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Limited Liability Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.

(E) When any notice is required to be given to any Member of the Limited Liability Company under the provisions of this Article or the Bylaws of the Limited Liability Company, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

(F) By attending a meeting, a Member:

(1) Waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting;

(2) Waives objection to the consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

6.9 Voting.

(A) Subject to the provisions of this Article which require majority or unanimous consent, vote, or agreement of the Members, the Bylaws may grant to all or a specified group of the Members the right to consent, vote, or agree, on a per capita or other basis, upon any matter.

(B) Unless the Bylaws provide otherwise, any Member may vote in person or by proxy.

(C) Unless otherwise provided in the Bylaws, a majority of the Members entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by this Article, the Articles of Organization, or Bylaws. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty days at any one adjournment.

6.10. Action by Members Without a Meeting.

(A) Unless the Bylaws provide otherwise, action required or permitted by this Article to be taken at a Members' meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote. Action taken under this subsection (1) is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

(B) Written consent of the Members entitled to vote has the same force and effect as a unanimous vote of such Members and may be stated as such in any document.

6.11 Distributions of Capital.

(A) A Member shall not receive out of Limited Liability Company property any part of his or her contribution to capital until:

(1) All liabilities of the Limited Liability Company, except liabilities to Members on account of their contributions to capital, have been paid or sufficient property of the company remains to pay them; provided, however, that notwithstanding the foregoing, or any other provision herein to the contrary, Paul S. Tauber's contribution to capital shall for purposes of this paragraph, constitute a liability of the Limited Liability Company which must be paid prior to any other distributions or payment to another Member.

(2) The consent of all Members is had, unless the return of the

contribution to capital may be rightfully demanded as provided in this Article.

(B) Subject to the provisions of subsection (A), a Member may rightfully demand the return of his or its contribution:

- (1) On the dissolution of the Limited Liability Company;
- (2) When the date an event specified in the Articles of Organization for the return of the contribution has arrived; or
- (3) After the Member has given all other Members of the Limited Liability Company six (6) months prior notice in writing.

(C) Unless he or she has the consent of all Members of the Limited Liability Company, a Member, irrespective of the nature of his or her contribution, has only the right to demand and receive cash in return for his or her contribution to capital.

(D) A Member of a Limited Liability Company may have the Company dissolved and its affairs wound up when:

- (1) The Member rightfully but unsuccessfully has demanded the return of his or her contribution; or
- (2) The other liabilities of the Limited Liability Company have not been paid or the Limited Liability Company property is insufficient for their payment, and the Member otherwise would be entitled to the return of his or her contribution.

(E) A Member shall not receive out of Limited Liability Company property any part of his or her contribution to capital until:

- (1) All liabilities of the Limited Liability Company, except liabilities to Members on account of their contributions to capital, have been paid or sufficient property of the Limited Liability Company remains to pay them.
- (2) The consent of all Members is had, unless the return of the contribution to capital may be rightfully demanded as provided in these Articles.
- (3) The Articles of Organization are cancelled or so amended as to set out the withdrawal reduction.

(F) Subject to the provisions of subsection (E), a Member may rightfully demand the return of his or her contribution:

- (1) On the dissolution of the Limited Liability Company;

(2) After the Member has given all other Members of the Limited Liability Company six (6) months prior notice in writing, if no time is specified in the Articles of Organization for the dissolution of the Limited Liability Company.

(G) In the absence of the consent of all Members of the Limited Liability Company, a Member, irrespective of the nature of his or its contribution, has only the right to demand and receive cash in return for his or her contribution to capital.

(H) A Member of a Limited Liability Company may have the Limited Liability Company dissolved and its affairs wound up when:

(1) The Member rightfully but unsuccessfully has demanded the return of his or her contribution; or

(2) The other liabilities of the Limited Liability Company have not been paid or the Limited Liability Company property is insufficient for their payment, and the Member otherwise would be entitled to the return of his or her contribution.

6.12 Liability.

(A) A Member of a Limited Liability Company is liable to the Company:

(1) For the difference between the amount of the Member's contributions to capital which have been actually made and the amount which is stated in the Articles of Organization or other contract as having been made; and

(2) For any unpaid contribution to capital which the Member, in the Articles of Organization or other contract, agreed to make in the future at the time and on the conditions stated in the Articles of Organization or other contract.

(B) A Member holds as Trustee for the Limited Liability Company:

(1) Specific property which is stated in the Articles of Organization or other contract as having been contributed by such Member, but which property was not contributed or which property has been wrongfully or erroneously returned; and

(2) Money or other property wrongfully paid or conveyed to such Member on account of the Member's contribution.

(C) The liabilities of a Member as set out in this section may be waived or compromised only by the consent of all Members, but a waiver or compromise shall not affect the right of a creditor of the Limited Liability Company who extended credit or whose claim arose after the filing and before a cancellation or amendment

of the Articles of Organization or other contract to enforce such liabilities.

(D) When a contributor has rightfully received the return in whole or in part of the capital of the Member's contribution, the contributor is still liable to the Limited Liability Company for any sum, not in excess of the return with interest, necessary to discharge its liability to all creditors of the Limited Liability Company who extended credit or whose claims arose before such return.

6.13 No Liability Under Judgment, Decree or Order for Debts of the Limited Liability Company. Neither the Members of a Limited Liability Company nor the Managers or Officers of a Limited Liability Company shall be liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Limited Liability Company.

6.14. Dissolution.

(A) A Limited Liability Company organized under the Limited Liability Company Act shall be dissolved upon the occurrence of any of the following events:

(1) When the period fixed for the duration of the Limited Liability Company expires;

(2) By the unanimous written agreement of all Members; or

(3) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or upon the occurrence of any other event which terminates the continued membership of a Member in the Limited Liability Company, unless the business of the Limited Liability Company is continued by the consent of all the remaining members or under a right to continue stated in the Articles of Organization of the Limited Liability Company.

(B) As soon as possible following the occurrence of any of the events specified in subsection (A) which effects the dissolution of the Limited Liability Company, the Limited Liability Company shall execute a statement of intent to dissolve in the form prescribed by the Secretary of State.

6.15 Priority of Distributions Upon Dissolution.

(A) In settling accounts after dissolution, the liabilities of the Limited Liability Company shall be entitled to payment in the following order of priority:

(1) Those liabilities to creditors, in the order of priority as provided by law, except those liabilities to Members of the Limited Liability Company on account of their contributions;

(2) Those liabilities to Members of the Limited Liability Company in respect of their contributions; and

(3) Those liabilities to Members of the Limited Liability Company in respect of their contributions to capital.

(B) Subject to any statement in the Bylaws, Members shall share in the Limited Liability Company assets in respect to their claims for capital and in respect to their claims for profits or for compensation by way of income on their contributions, respectively, in proportion to the respective amounts of the claims.

6.16 Transferability of Member's Interest.

(A) An interest of a Member in a Limited Liability Company may be transferred or assigned.

(B) However, if all of the other Members of the Limited Liability Company other than the Member proposing to dispose of his or its interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the interest of the Member shall have no right to participate in the management of the business and affairs of the Limited Liability Company or to become a Member.

(C) The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that Member otherwise would be entitled.

ARTICLE VII: INCORPORATOR

The name and post office address of the person filing these Articles of Organization is as follows:

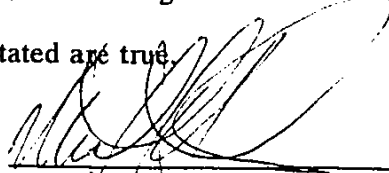
MICHAEL D. ALLWEISS, ESQUIRE
4020 Park Street North
Suite 202
St. Petersburg, Florida 33709

ARTICLE VIII: AMENDMENTS

These Articles of Organization shall be amended in accordance with § 608.411, *Florida Statutes*, and every amendment shall be approved at a membership meeting by members owning fifty percent (50%) or more of the capital contributions to the Company.

IN WITNESS WHEREOF, the organizer above named has set his hand and seal this

___ day of _____, 1995, for the purpose of forming this organization under the laws of the State of Florida, and I make, subscribe, acknowledge and file these Articles of Organization, and certify that the facts herein stated are true.



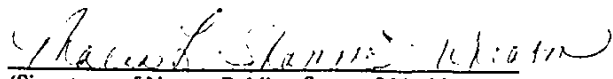
Michael D. Allweiss, Esquire

STATE OF FLORIDA

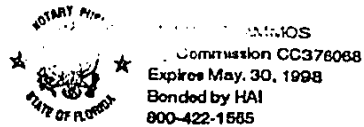
COUNTY OF Pinellas

I HEREBY CERTIFY that before me personally appeared Michael D. Allweiss, Esquire, to me known to be the person described in and who executed the foregoing Articles of Organization, and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal this 7th day of March, 1995.
Affiant is personally known to me or who has produced _____ as identification, and who did did not take an oath.



(Signature of Notary Public - State of Florida)



RESIDENT AGENT CERTIFICATE

8-25-12
9711-12-01

Pursuant to § § 48.091, and 608.412, *Florida Statutes*, the following is submitted in compliance therewith:

TAUBER REAL ESTATE HOLDINGS II, L.C., desiring to organize under the laws of the State of Florida with its principal office located at 2320 Pelham Road, St. Petersburg, Florida 33710, has named Michael D. Allweiss, Esquire, located at 4020 Park Street North, Suite 202, St. Petersburg, Florida 33709, as its agent to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-named Limited Liability Company, at the place designated in this certificate, I hereby accept to act in this capacity, and I agree to comply with the provisions of said Act relative to keeping open said office.



Michael D. Allweiss
(Printed Name)

STATE OF FLORIDA
COUNTY OF PINELLAS

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared Paul S. Tauber
and affirmed as follows:

1. My name is PAUL S. TAUBER. I am a Member with an office located at 2320 Pelham Road, St. Petersburg, Florida 33710.

2. This Affidavit is based upon my own personal knowledge and is being prepared in compliance with Section 608.407(2).

3. The Limited Liability Company being organized pursuant to the Articles of Organization to which this Affidavit is attached has at least two members.

4. Ronald Tauber, is a Member and has contributed one hundred thousand dollars (\$100,000.00).

5. I am also a Member and have contributed one hundred thousand dollars (\$100,000.00).

6. No additional amounts of cash or other property are anticipated to be contributed by the members.

FURTHER AFFIANT SAYETH NOT.

Paul S. Tauber
PAUL S. TAUBER

SWORN to and SUBSCRIBED before me this 7th day of June, 1997.

Affiant is personally known to me or who has produced _____ as identification, and who did did not take an oath.



MALIA L. SHAMOS
My Commission CC376068
Expires May. 30, 1998
Bonded by HAI
800-422-1555

Malia L. Shamos
(Signature of Notary Public - State of Florida)