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**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
FOR THE LIMITED LIABILITY COMPANY
OF
BROWN-19, LLC**

Brown-19, LLC, a Florida limited liability company (this "Company"), formed under the Florida Limited Liability Company Act, as amended (the "Act"), whose date of filing of the articles of organization was October 21, 1998, by and through the undersigned managing member of the Company, hereby amends and restates the articles of organization and hereby sets forth the following Amended and Restated Articles of Organization, duly executed and filed pursuant to Section 608.411, Florida Statutes (these "Articles"):

**ARTICLE I
Name**

The name of this Company shall be: BROWN-19, LLC.

**ARTICLE II
Place of Business**

The principal place of business and mailing address of this Company shall be 121 N. Osceola Avenue, Clearwater, FL 33755, and such other place or places as may be designated by the managing members from time to time.

**ARTICLE III
Registered Agent and Office**

The initial registered agent for this Company shall be JARED D. BROWN, and the address of the registered agent for service of process shall be 121 N. Osceola Avenue, Clearwater, FL 33755.

**ARTICLE IV
Management of Business**

The Company shall be managed by the managing member. The Company's managing member shall be JARED D. BROWN, whose address is 121 N. Osceola Avenue, Clearwater, Florida 33755.

Peter A Rivellini, Esq.
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ARTICLE V
Purpose

The nature of the business and of the purposes to be conducted and promoted by Company is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with certain parcels of real property, together with all improvements located thereon, in the City of Clearwater, State of Florida (the "Property").
2. To exercise all powers enumerated in the Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE VI
Certain Prohibited Activities

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 WACHOVIA BANK, NATIONAL ASSOCIATION, 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 limited liability 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.

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ARTICLE VII
Indemnification

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.

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ARTICLE VIII
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:

1. 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.
2. It shall maintain records and books of account separate from those of any member or affiliate.
3. It shall observe all limited liability company formalities.
4. It shall not commingle assets with those of any member or affiliate.
5. It shall conduct its own business in its own name.
6. It shall maintain financial statements separate from any member or affiliate.
7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any member or affiliate.
8. It shall maintain an arm's length relationship with any member or affiliate.
9. 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.
10. It shall use stationery, invoices and checks separate from any member or affiliate.
11. It shall not pledge its assets for the benefit of any other entity, including any member or affiliate.
12. It shall hold itself out as an entity separate from any member or affiliate.

For purposes of this Article VIII, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial

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relationship, by blood, marriage or otherwise with any partner or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this 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 IX Dissolution

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 X Voting

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.

The undersigned managing member of BROWN-19, LLC has executed these Amended and Restated Articles of Organization this 22nd day of January, 2003.


JARED D. BROWN, Managing Member

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