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COVER LETTER

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Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: SEAPORT CHANNELSIDE CONDOMINIUM ASSOCIATION, INC.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☒ \$70.00
Filing Fee

☐ \$78.75
Filing Fee
& Certificate of Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM: DANIEL G. MUSCA, ESQ.
Name (Printed or typed)

12004 RALE TRAIL ROAD
Address

TAMPA, FL 33626
City, State & Zip

(813) 814-0700
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

**ARTICLES OF INCORPORATION
OF
SEAPORT CHANNELSIDE
CONDOMINIUM ASSOCIATION, INC.
a Florida Not for Profit Corporation**

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**ARTICLES OF INCORPORATION
OF
SEAPORT CHANNELSIDE
CONDOMINIUM ASSOCIATION, INC.
a Florida Not for Profit Corporation**

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DIVISION OF CORPORATIONS

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In order to form a not for profit corporation under the laws of the State of Florida, the undersigned hereby certifies as follows:

I. NAME AND DEFINITIONS

The name of the corporation shall be **SEAPORT CHANNELSIDE CONDOMINIUM ASSOCIATION, INC.** ("Association"). The members of the Association shall be referred to herein as the "Members" or "Unit Owners." Capitalized terms used herein that are not otherwise defined in these Articles of Incorporation ("Articles") shall have the same meanings as those set forth in the Declaration of Condominium for Seaport Channelside Condominium, as amended from time to time ("Declaration").

II. PRINCIPAL OFFICE

The mailing address and principal office of the Association shall be located at 777 S. Harbour Island Boulevard, Suite 260, Tampa, Florida 33602, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time-to-time be designated by the Board of Directors.

III. PURPOSE

The purposes and objectives of the Association shall be to: administer the operation and management of **SEAPORT CHANNELSIDE CONDOMINIUM** ("Condominium"), which may be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes ("Condominium Act") upon that certain real property situated in Hillsborough County, Florida, more particularly described on Exhibit "A" of the Declaration; perform the acts and duties incident to the operation and management of the Condominium in accordance with the provisions of these Articles, the Bylaws of the Association ("Bylaws"), and the Declaration; and to own, operate, encumber, lease, manage, sell, convey, exchange and otherwise deal with the lands that are subjected hereunder to condominium ownership, whether or not contiguous, together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium (collectively "Condominium Property") to the extent necessary or convenient in the administration of the Condominium as provided for in the Declaration. The Association shall be conducted as a non-profit organization for the benefit of the Members.

IV. POWERS

A. **General.** The Association shall have all of the common law and statutory powers and privileges granted to corporations not-for-profit under the law pursuant to which this corporation is chartered, which powers are not in conflict with the terms of these Articles, the Bylaws, or the Declaration.

B. **Enumeration.** The Association shall also have all of the powers and duties set forth in the Condominium Act as it exists on the date of the recording of the Declaration, and all of the powers

and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as the Declaration may be amended from time-to-time, including those powers and duties set forth in these Articles and the Bylaws and those set forth in the Declaration, if not inconsistent with the Condominium Act, and including but not limited to the following:

1. Make, establish and amend reasonable rules and regulations governing use and appearance of the Units, Common Elements, and Limited Common Elements in and of the Condominium;

2. Levy and collect Assessments against the Members to defray the Common Expenses of the Condominium, as will be provided in the Declaration and the Bylaws, including the right to levy and collect Assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium in accomplishing the purposes set forth in the Declaration;

3. Enter into agreements with other persons, including, without limitation, easements, licenses, leases and other agreements for the provision of Utility Services, as such term will be defined in the Declaration, including but not limited to water; sewer; electric; gas; cable, fiber optic, or satellite television; telephone; and internet services that serve the Units, Common Elements and Limited Common Elements;

4. Maintain, repair, replace, operate, lease and manage the Condominium Property and Common Elements, including the right to reconstruct or repair improvements after casualty and to further improve and add to the Condominium Property;

5. Contract for the management of the Condominium and, in connection therewith, delegate any and all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws and the Condominium Act. The Association shall, however, retain at all times the powers and duties granted to it by the Condominium Act and the Association shall not delegate any powers or duties reserved to the Association by the Condominium Act;

6. Hire, employ, and terminate personnel, managing agents, the Insurance Trustee, and other employees, agents and independent contractors to perform the services required for the proper operation of the Condominium and pay the costs thereof as a Common Expense;

7. Administer and enforce by legal or other means the provisions of these Articles, the Declaration, the Bylaws, the Condominium Act, and all rules and regulations governing the use and appearance of the Condominium now existing or which may hereafter be established, including the right to levy fines, as provided in the Declaration, Bylaws and Condominium Act;

8. Buy, own, operate, lease, sell, trade, encumber and mortgage both real and personal property, including Units in the Condominium;

9. Purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Members;

10. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration or the Condominium Act;

11. Grant permits, licenses and easements over the Common Elements for access, enjoyment, utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium;

12. Merge with other condominium associations, provided that such merger is approved by the majority of the votes of the members of the associations to be merged;

13. Contract to sue or be sued with respect to its exercise or non-exercise of its powers;

14. Access each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or Limited Common Elements, or at any time to make reasonable repairs to prevent damage to such Common Elements, Limited Common Elements, or another Unit;

15. Borrow money, execute promissory notes and other evidences of indebtedness, and grant security interests in the Common Elements and in the assets of the Association as collateral therefor;

16. To the extent that the Declaration, Articles or Bylaws, require the joinder of Unit Owners to execute, acknowledge and deliver any documents on behalf of the Unit Owners, the Unit Owners, by acceptance of their deeds, irrevocably nominate, constitute and appoint the Association, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable;

17. Pay all taxes and assessments which are liens against the Condominium, other than Units and appurtenances thereto, and assess the same against the Unit Owners and their Units;

18. Adopt hurricane shutter specifications if the Board deems it to be reasonable;

19. Prepare or cause to be prepared all financial reports required by the Condominium Act or rules and regulations issued in accordance with the Condominium Act;

20. Enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities including recreational facilities in clubs, regardless of whether such facilities are contiguous with the Condominium Property; provided that such facilities are for the benefit of the Unit Owners;

21. Manage, operate, insure, construct, improve, repair, replace, alter and maintain the Common Elements;

22. Administer and enforce the covenants, conditions, restrictions, reservations and easements created by the Declaration;

23. Obtain and maintain, at the Association's cost and expense, a fidelity bond for all persons who control or disburse funds of the Association. Such bond shall be in the amount of the maximum amount of funds that are in the custody of the Association or its management agent;

25. Make capital improvements, repairs and replacements to Common Elements; and

26. Regulate and manage the Condominium.

C. **Condominium Property.** All funds and title to all property acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

D. **Distribution of Income.** The Association shall make no distribution of any income to the Members, Directors or officers.

E. **Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles, the Declaration, the Bylaws and the Condominium Act, as of the date of incorporation.

V. MEMBERS

The qualifications, manner of admission, termination of the Membership appurtenant to each Unit, and voting by the Members shall be as follows:

A. **Membership.** The owners of all Units in the Condominium shall be members of the Association. After termination of the Condominium, the membership shall consist of those who are Members at the time of the termination and their successors and assigns. In the event that this Association is designated as the association to operate and manage another condominium, the owners of the units in such condominium shall also be members, except as provided for in Article VI, Paragraph E hereof.

B. **Evidence of Membership.** Membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and delivery to the Association of a copy of the recorded instruments. The owner receiving title of the Unit by instrument of transfer will be a Member of the Association and the membership of the prior owner will be terminated. In the case of a Unit which is owned by more than one Person, all owners of the Unit shall hold the membership jointly, which membership shall be considered as one membership.

C. **Assignment.** The Membership appurtenant to each Unit cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit.

D. **Voting.** Each Unit shall be allocated one (1) vote per Unit on all matters upon which the Members are entitled to vote, as hereinafter provided. Should any Member own more than one (1) Unit, such Member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner provided for in the Bylaws.

E. **Non-Residential and Residential Voting.** Only the Owners of the Non-Residential Units may vote as to those matters concerning only Non-Residential Units (including without limitation, the election of the one (1) Non-Residential Director as set forth in Article VI of these Articles), and only the Owners of the Residential Units may vote as to those matters concerning only Residential Units (including without limitation, the election of the four (4) Residential Directors as set forth in Article VI of these Articles). All members shall vote on matters concerning both Non-Residential Units and

Residential Units and matters that cannot be clearly categorized as affecting only Non-Residential Units or Residential Units exclusively.

F. **Membership Prior to Recordation of Declaration.** Until such time as the Declaration is recorded in the public records of Hillsborough County, Florida, the membership of the Association shall be comprised of the subscriber to these Articles, who shall be entitled to cast one (1) vote on all matters upon which the membership would be entitled to vote.

VI. BOARD OF DIRECTORS

A. **Number and Qualification.** The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors as determined herein. The first Board of Directors shall consist of three (3) Directors. At such time as the Members other than the Developer are entitled to elect all of the Directors, the number of Directors shall be increased to five (5); four (4) of whom will be elected by the Residential Unit Owners and one (1) of whom will be elected by the Non-Residential Unit Owners (the "Board").

B. **Duties and Powers.** All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required by law or by the Declaration, these Articles or the Bylaws.

C. **Election and Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

D. **Term of First Directors.** Residential Unit Owners other than the Developer may elect no less than one third (1/3) of the Residential members of the Board of Directors upon the sale of fifteen percent (15%) of the Units in the Condominium that will ultimately be operated by the Association. Residential Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors as follows:

1. three (3) years after fifty percent (50%) of the Units that will ultimately be operated by the Association have been conveyed to purchasers;
2. three (3) months after ninety percent (90%) of the Units that will ultimately be operated by the Association have been conveyed to purchasers;
3. when all the Units that will ultimately be operated by the Association have been completed and some have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
4. when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
5. seven (7) years after recording the Declaration, which ever shall first occur.

Notwithstanding the foregoing, the Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent

of the Units. The Developer and Members of the Association other than Developer, shall have the rights and responsibilities granted by Section 718.301 of the Condominium Act, as it exists on the date of the recording of the Declaration. Notwithstanding any provision herein to the contrary, the Developer may at any time relinquish its right to appoint Directors and cause its representatives to resign as Directors. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

E. **Director Standards.** Each Director shall discharge his or her duties as a director in good faith, with the care an ordinary and prudent person in a like position would exercise under similar circumstances that is reasonably believed to be in the best interest of the Association. When discharging his or her duties, a Director may rely on information, opinions, reports or statements prepared or presented by: officers or employees of the Association who the Director believes are reasonably competent in the matter presented; legal counsel, public accountants or other persons who the Director believes are reasonably competent in the matter presented. A Director may not rely on information, opinions, reports or statements where the Director has knowledge regarding the matter that makes reliance unwarranted. A Director is not liable for any action taken as a director, or for failure to take action, if the Director performed the duties of his or her office in compliance with the previously enumerated standards.

F. **Initial Directors.** The name and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of the State of Florida, these Articles and the Bylaws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are selected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
Douglas E. Weber	1109 Abbeys Way Tampa, Florida 33602
David DeMarcay	777 So. Harbour Island Blvd, Ste 260 Tampa, Florida 33602
Michael DeMarcay	777 So. Harbour Island Blvd, Ste 260 Tampa, Florida 33602

VII. MANAGEMENT/OFFICERS

A. **Qualification of Officers.** The qualifications, rights, obligations and duties of the officers shall be further set forth in the Bylaws. The officers shall consist of a President, Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the direction of the Board of Directors. The officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent, agency, or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons or entities may be so

employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

B. **Election of Officers.** The Board of Directors shall elect at the annual meeting of Members each year, a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

C. **Initial Officers.** The officers of the Association, who shall hold office until their successors are elected pursuant to these Articles and the Bylaws, and have qualified, shall be the following:

<u>Name and Title</u>	<u>Address</u>
Douglas E. Weber President	1109 Abbeys Way Tampa, Florida 33602
Michael DeMarcay Vice President	777 So. Harbour Island Blvd, Ste 260 Tampa, Florida 33602
David DeMarcay Secretary	777 So. Harbour Island Blvd, Ste 260 Tampa, Florida 33602
David DeMarcay Treasurer	777 So. Harbour Island Blvd, Ste 260 Tampa, Florida 33602

VIII. BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and Members in the manner provided in the Bylaws.

IX. EXISTENCE AND DISSOLUTION

The Association shall have perpetual existence. The Association may be dissolved only pursuant to the termination of the Condominium, in accordance with the provisions of Section 718.117, Florida Statutes, with the assent given in writing and signed by not less than eighty percent (80%) of the Unit Owners in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, or for the general welfare of the residents of the County. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

X. INDEMNIFICATION

A. **Indemnification.** Every Director and officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, or by reason of that person serving or having served the Association at its request, except in such cases wherein the Director, officer or Member is adjudged guilty of willful misfeasance or malfeasance in the performance his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, officer or Member seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer or Member may be entitled. The Association shall have the right, as a Common Expense, to purchase the necessary insurance in order to provide coverage for the indemnification set forth herein.

B. **Fidelity Bonding.** In addition to the indemnification provisions hereof, the Association shall obtain and maintain blanket fidelity bonds on each Director, officer, Insurance Trustee, and employee of the Association and of any management firm or any person who controls or disburses funds of the Association. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Board of Directors, and shall not be less than the estimated maximum funds including reserve funds, in the custody of the Association, Insurance Trustee, or management firm, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the amount required by the Condominium Act. The fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION

A. **Proposal.** An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by affirmative vote of ten percent (10%) of the Members, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by the Board of Directors or Members, the Board shall call a special meeting of the Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt of the proposed amendment or amendments.

B. **Notice.** It shall be the duty of the Secretary to give each Member fourteen (14) days written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the

records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member.

C. **Approval and Recordation.** At such meeting or by written approval, the amendment or amendments proposed must be approved by an affirmative vote of not less than a majority of the Members in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to these Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles shall be recorded in the public records of Hillsborough County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State.

D. **Limitation.** Notwithstanding the foregoing provisions of this Article XI, no amendment to these Articles which shall abridge, amend or alter any Special Developer Right (as defined in Article 14 of the Declaration), or the right of Developer to designate and select members of the Board of Directors of the Association, as provided in these Articles, may be adopted or become effective without the prior written consent of Developer.

XII. REGISTERED AGENT AND REGISTERED OFFICE

The name and address of the Registered Agent for this Association is:

Daniel G. Musca
Tampa Business and Property Law Source, P.A.
12004 Race Track Road
Tampa, Florida 33626

THE SUBSCRIBER HERETO HAS SET HIS HAND AND SEAL THIS 30 DAY OF APRIL, 2008.


Print Name: MICHAEL DEMARCA

**CERTIFICATE OF DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTIONS 48.091, 607.0501, and 617.0501, FLORIDA STATUTES,
THE FOLLOWING IS SUBMITTED:

SEAPORT CHANNELSIDE CONDOMINIUM ASSOCIATION, INC., DESIRING TO
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS
PRINCIPAL PLACE OF BUSINESS IN HILLSBOROUGH COUNTY, FLORIDA, HAS NAMED
DANIEL G. MUSCA, LOCATED AT **12004 RACE TRACK ROAD, TAMPA, FLORIDA 33626**, AS
ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA.

**SEAPORT CHANNELSIDE CONDOMINIUM
ASSOCIATION, INC.**

By: *Michael Demarcay*
Print Name: MICHAEL DEMARCA
Its: VICE-PRESIDENT
Dated: 4/30/2008

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED
CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO
ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF
ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY
DUTIES.

Daniel G. Musca
DANIEL G. MUSCA
Dated: March 28, 2008