

P03000066461

(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:

Office Use Only



400021368404

FILED
JUL 18 PM 4:48
TALLAHASSEE, FLORIDA

FILED
03 JUL 21 PM 4:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. Oculistis JUL 22 2005

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

Account Number FCA000000017

Reference:
(Sub Account)

Date:

7/18/03

Requestor Name: Carlton Fields

Address: Post Office Drawer 190
Tallahassee, Florida 32302

Telephone: (850) 224-1585

Contact Name: Kim Pullen, CLA (x261)

Corporation Name:

CG Managing Member, Inc.

Entity Number:

PO3000066461

Authorization:

Kim Pullen

☒ Certified Copy (4)

☐ Certificate of Status

☐ New Filings

☐ Plain Stamped Copy

☐ Annual Report

☐ Fictitious Name

☐ Amendments

☐ Registration

(X) Call When Ready

(X) Call if Problem

() After 4:30

(X) Walk In

() Will Wait

(X) Pick Up

CF Internal Use Only

Client: 47377 Matter: 12360
Name: Joel Giles Office: St. Pete



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

July 18, 2003

CARLTON FIELDS
P.O. DRAWER 190
TALLAHASSEE, FL 32301

SUBJECT: CG MANAGING MEMBER INC.
Ref. Number: P03000066461

We have received your document for CG MANAGING MEMBER INC. . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 203A00042272

RECEIVED
03 JUL 21 PM 4:44
DIVISION OF CORPORATIONS

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CG MANAGING MEMBER INC.**

FILED
03 JUL 21 PM 4:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLE 1.
NAME**

The name of this corporation is: CG Managing Member Inc.

**ARTICLE 2.
COMMENCEMENT & DURATION**

The commencement of this corporation's existence shall be at the time of the filing of the original Articles of Incorporation of this corporation. This corporation's duration shall be perpetual.

**ARTICLE 3.
AUTHORITY**

The nature of the business and of the purposes to be conducted and promoted by this corporation is to act as the sole managing member of the Castillo Grand LLC (the "Company"), the Florida limited liability company that owns that certain parcel of real property, together with all improvements located or to be constructed thereon, in the City of Fort Lauderdale, State of Florida (the "Property"), which the Company is developing as the St. Regis Resort, Spa and Residences (the "Project"). This corporation shall exercise all powers enumerated in the Chapter 607, *Florida Statutes*, necessary or convenient to the conduct, promotion, or attainment of the business or purposes otherwise set forth herein.

**ARTICLE 4.
CERTAIN PROHIBITED ACTIVITIES**

This corporation shall be prohibited, except as provided herein, from engaging in or causing the Company to engage in certain activities, including various types of insolvency proceedings, dissolution, liquidation, consolidation, merger, sale of all or substantially all of this corporation's or the Company's assets, transfer of ownership assets, transfer of Company interests, incurrence of additional debt, amendment of this corporation's articles of incorporation (the "Articles") and bylaws (the "Bylaws") and amendment of the Company's articles of organization (the "Company's Articles") or operating agreement (the "Agreement").

Notwithstanding any provision hereof or of any other document governing the formation, management, or operation of this corporation to the contrary, the following shall govern:

a. Generally.

This corporation shall only incur or cause the Company to incur indebtedness in an amount necessary to acquire, construct, operate, and maintain the Project at the Property. For so long as any first mortgage lien exists on the Property, this corporation shall not and shall not cause the Company to incur, assume, or guaranty any other indebtedness except as authorized by the holder of such mortgage lien. This corporation shall not and shall not cause the Company to consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than this corporation or Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer of the properties and assets of this corporation or Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any state or the District of Columbia; (b) shall include in its organizational documents the same limitations set forth in this Article 4; and (c) shall expressly assume the due and punctual performance of this corporation's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this corporation or the Company and be continuing. For so long as a mortgage lien exists on the Property, without first obtaining approval of the mortgagee holding a first mortgage lien on the Property, its successors and/or assigns (collectively, the "Lender"), (i) this corporation shall not liquidate or dissolve this corporation in whole or in part, (ii) there shall be no material amendment to these Articles or to the Bylaws, nor to the Company's Articles or the Agreement may be made, and (iii) in the event the life of the Company is not continued, this corporation shall not cause the Company to liquidate the Property.

b. Bankruptcy

This corporation shall not, without the affirmative vote of one hundred percent of the Board of Directors, including the affirmative votes of the two Independent Directors as defined in Article 8, institute, with respect to either this corporation or the Company, proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it or the Company; or file a petition for itself or the Company seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of either this corporation or the Company or a substantial part of the property of either; or make any assignment for the benefit of creditors; or admit in writing its or the Company's inability to pay its debts generally as they become due; or take any corporate action in furtherance of any such action.

c. Indemnification

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of this corporation to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Company or the Property and shall not constitute a claim against this corporation in the event that cash flow is insufficient to pay such obligations.

d. Separateness Covenants

For so long as any mortgage lien exists on any 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 Incorporation, this corporation shall conduct its affairs in accordance with the following provisions:

- i. *This corporation will not engage and shall not cause the Company to engage in any business unrelated to acting as the managing member of the Company;*
- ii. *This corporation will not have any assets other than those related to the Property or its membership interest in the Company;*
- iii. *This corporation will not and will not cause the Company to engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets or the Company's assets, transfer of membership interests or amendment of its limited Articles or Bylaws with respect to the matters set forth in this Section 4.d;*
- iv. *This corporation will have at least two Independent Directors as defined in Article 8, and will not cause or allow its board of directors to take any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of its board of directors unless both Independent Directors shall have participated in such vote;*
- v. *This corporation shall have Articles that provide that such entity will not: (A) dissolve, merge, liquidate, consolidate; (B) sell all or substantially all of its assets or the assets of the Company; (C) engage in any other business activity, or amend its organizational documents with respect to the matters set forth in this definition, without the consent of the Lender; or (D) without the affirmative vote of both of the Independent Directors and of all other directors of this corporation, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest;*
- vi. *This corporation shall own at least one-half of one percent (0.5%) of the equity of Company;*
- vii. *This corporation will and will cause the Company to remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, and will 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;*

- viii. This corporation will and will cause the Company to correct any known misunderstanding regarding its separate identity;
- ix. This corporation will and will cause the Company to maintain its accounts, books, and records separate from any other Person as defined below and will and will cause the Company to file its own tax returns, except to the extent that it is required to file consolidated tax returns by law;
- x. This corporation will and will cause the Company to maintain its own records, books, resolutions, and agreements;
- xi. This corporation will not and will cause the Company to not commingle its funds or assets with those of any other Person and will not participate in any cash management system with any Person other than Lender;
- xii. This corporation will and will cause the Company to hold its assets in its own name;
- xiii. This corporation will and will cause the Company to conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate as defined below of the Company, except for services rendered under a business management services agreement with an Affiliate that is approved by Lender, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Company;
- xiv. This corporation will and will cause the Company to maintain its financial statements, accounting records and other entity documents separate from any other Person and has not permitted and will not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;
- xv. This corporation will and will cause the Company to pay their own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and will maintain a sufficient number of employees in light of its contemplated business operations;
- xvi. This corporation will and will cause the Company to observe all corporate or limited liability company formalities, as applicable;
- xvii. This corporation will have no indebtedness and will permit the Company to

have no indebtedness other than an initial land acquisition loan secured by a mortgage encumbering the Property, which shall be repaid by a construction loan that will finance the construction of the Project and will be secured by a mortgage encumbering the Property, and which, upon substantial completion of the Project, will be repaid by a take out and/or permanent loan, which also will be secured by a mortgage encumbering the Property (any such loan, a "Mortgage Loan"), (ii) trade payables to be incurred in the ordinary course of business relating to the ownership and operation of the Property and the routine administration of the Company in amounts not to exceed the amounts permitted under the Mortgage Loan outstanding from time to time, which liabilities are not to be more than sixty (60) days past the date incurred, are not to be evidenced by a note, and are to be paid when due, and which amounts are to be normal and reasonable under the circumstances and (iii) such other liabilities that are consented to by the mortgage lender holding the mortgage that shall encumber the Property.

- xviii. This corporation will not and will not cause the Company to not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;
- xix. This corporation will and will cause the Company to not acquire obligations or securities of its shareholders or members or any other Affiliate;
- xx. This corporation will and will cause the Company to allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;
- xxi. This corporation will maintain and use separate stationery, invoices and checks bearing its name. The stationery, invoices, and checks utilized by this corporation or utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being this corporation's agent;
- xxii. This corporation will not and will not cause the Company to pledge its assets for the benefit of any other Person;
- xxiii. This corporation will hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of the Company and not as a division or part of any other Person;
- xxiv. This corporation will maintain and will cause the Company to maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

- xxv. This corporation will not and will not cause the Company to not make loans to any Person or hold evidence of indebtedness issued by any other Person (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);
- xxvi. This corporation will not identify its shareholders or any Affiliate of them, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;
- xxvii. This corporation will not enter into or be a party to, any transaction with its shareholders or Affiliates except (i) in the ordinary course of its business and on terms which are intrinsically fair, commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party and (ii) as otherwise consented to by Lender;
- xxviii. This corporation will not have any obligation to, and will not, indemnify its officers, directors or shareholders, as the case may be, unless such an obligation is fully subordinated to the Mortgage Loan encumbering the Property and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay such Mortgage Loan is insufficient to pay such obligation;
- xxix. This corporation shall and shall cause the Company to consider the interests of its creditors in connection with all corporate actions and when voting on matters concerning the Company;
- xxx. Except pursuant to guarantees permitted by the Lender, this corporation will not have any of its obligations guaranteed by any Affiliate; and
- xxxi. This corporation will comply with all of the terms and provisions contained in its organizational documents and will cause the Company to comply with all of the terms and provisions contained in its organizational documents.

For purpose of this Section 4.d and Article 8, the following terms shall have the following meanings:

"Affiliate" means any Person controlling or controlled by or under common control with the Partnership including, without limitation (i) any Person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Partnership, or any affiliate thereof and (ii) any Person which receives compensation for administrative, legal or accounting services from this Partnership, 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 partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE 5. CAPITAL STOCK

This corporation shall have the authority to issue the following shares of no par value common capital stock ("Shares"):

Number of Shares	1,000
Par Value Each	Zero Par

The authorized shares of par value common stock may be issued only for a consideration having a value, in the judgment of the Board of Directors, equivalent at least to the full par value of the stock so to be issued. Such consideration may be in the form of cash, real property, tangible personal property, intangible personal property, labor or services rendered, or any combination of the foregoing or such other consideration allowable by law.

Each share of common stock of this corporation shall entitle the holder thereof to one vote upon each proposal presented at lawful meetings of the stockholders.

a. Shares. A shareholder's interest in this corporation shall be represented by the Shares issued to such shareholder by this corporation. All of a shareholder's Shares, in the aggregate, represent such shareholder's entire interest in this corporation. All shareholders hereby agree that their interests in this corporation and in its Shares shall for all purposes be personal property. A shareholder has no interest in specific property of this corporation.

b. Share Certificates.

i. Upon the issuance of Shares to any shareholder in accordance with the provisions of this Article 5, this corporation shall issue one or more Share Certificates in the name of such shareholder. Each such Share Certificate shall be denominated in terms of the number of Shares evidenced by such Share Certificate and shall be signed by the president or vice president of this corporation. "Share Certificate" means a non-negotiable certificate issued by this corporation which evidences the ownership of one or more Shares. Each Share Certificate shall bear the following legend: "This certificate evidences an interest in CG Managing Member Inc., a Florida corporation, and is a security governed by, and shall be a certificated security for purposes of, Article 8 of the Uniform Commercial Code of the State of Florida and the Uniform Commercial Code of any other jurisdiction." This provision shall not be amended, and no such purported amendment to this provision shall be effective until all outstanding certificates have been surrendered for cancellation.

ii. This corporation shall issue a new Share Certificate in place of any Share Certificate previously issued if the holder of the Shares represented by such Share Certificate, as reflected on the books and records of this corporation.

(1) makes proof by affidavit, in form and substance satisfactory to this corporation, that such previously issued Share Certificate has been lost, stolen, or destroyed.

(2) requests the issuance of a new Share Certificate before this corporation has notice that such previously issued Share Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(3) if requested by this corporation, delivers to this corporation a bond, in form and substance satisfactory to this corporation, with such surety or sureties as this corporation may direct, to indemnify this corporation against any claim that may be made on account of the alleged loss, destruction, or theft of the previously issued Share Certificate; and

(4) satisfies any other reasonable requirements imposed by this corporation.

iii. Upon a shareholder's Transfer in accordance with the provisions of this Article 5 of any or all Shares represented by a Share Certificate, the Transferee of such Shares shall deliver such Share Certificate to this corporation for cancellation, and this corporation shall thereupon issue a new Share Certificate to such Transferee for the number of Shares being Transferred and, if applicable, cause to be issued to such shareholder a new Share Certificate for that number of Shares that were represented by the canceled Share Certificate and that are not being Transferred. "Transfer" means, with respect to any Shares, and when used as a verb, to sell or assign such Shares, and, when used as a noun, shall have a meaning that correlates to the foregoing. "Transferee" means an assignee or Transferee. "Transferor" means the Person making a Transfer.

c. Free Transferability.

Except as limited by a certain Construction Loan Agreement to be made by and among the Company, Canadian Imperial Bank of Commerce, New York Agency, as administrative agent, and CIBC Inc. and the banks that, from time to time, are parties thereto ("Construction Loan Agreement"); a certain Loan and Security Agreement to be made by and between the Company and German American Capital Corporation ("Permanent Loan Agreement"); and a certain Pledge and Security Agreement to be made by and between GC Mezzanine Owner LLC and Deutsche Bank AG, New York Branch, ("Pledge Agreement (Deferred Forward Commitment Fee)"), to the fullest extent permitted by the Chapter 607, Florida Statutes, any shareholder may, at any time or from time to time, without the consent of any other Person, Transfer, pledge, or encumber any or all of its Shares. Subject to the restrictions of the Construction Loan Agreement, Permanent Loan Agreement and Pledge Agreement (Deferred Forward Commitment Fee) to be entered into by the Company, the Transferee of any Shares shall be admitted to this corporation as a substitute shareholder of this corporation on the effective date of such Transfer upon (i) such Transferee's written acceptance of the terms and provisions of these Articles of Incorporation and its written assumption of the

obligations hereunder of the Transferor of such Shares, which shall be evidenced by such Transferee's execution and delivery to this corporation of an Application for Transfer of Shares on the reverse side of the Share Certificate representing the Shares being Transferred, and (ii) the recording of such Transferee's name as a Substitute Member on the books and records of this corporation. Any Transfer of any Shares pursuant to this Section 5.c shall be effective as of the later of (i) the close of business on the day on which such Transfer occurs, or (ii) the effective date and time of such Transfer that is designated in the Application for Transfer of Shares delivered by the Transferee to this corporation.

ARTICLE 6. PRINCIPAL OFFICE STREET AND MAILING ADDRESS

The street and mailing address of the principal office of this corporation in the State of Florida shall be:

2455 East Sunrise Boulevard, Suite 916
Fort Lauderdale, Florida 33304

The Board of Directors may, from time to time, move the principal office to any other address to which it seems pertinent in the interest of this corporation, either within or without the State of Florida.

ARTICLE 7. REGISTERED AGENT & OFFICE

This corporation's initial registered agent and the address of this corporation's initial registered office shall be:

CFRA, LLC
777 South Harbour Island Boulevard, 5th Floor
Tampa, Florida 33602

The Board of Directors may, from time to time, move the registered office to any other address to which it seems pertinent in the interest of this corporation within the State of Florida.

ARTICLE 8. DIRECTORS

This corporation shall have five directors. The stockholders may, from time to time and at any time, raise or lower the number of directors of this corporation by so providing in the Bylaws or by amending the Bylaws, provided that there shall always be at least one director, and said director need not be a citizen of the United States of America.

Notwithstanding the foregoing, for so long as any mortgage lien exists on any of the Property, this corporation shall have two directors that are Independent Directors. For a director to be deemed an "Independent Director," such director must be a person who is not at the time of initial appointment, or at any time while serving as a director of this corporation, and has not been at any time during the past: (a) a stockholder, director (with the exception of serving as the Independent Director of this corporation), officer, employee, partner, member, manager, attorney, or counsel of this corporation, the Company or any Affiliate of either of them; (b) a customer, supplier, or other Person who derives more than one percent of its purchases or revenues from its activities with this corporation, the Company, or any Affiliate of either of them; (c) a Person controlling or under common control with any such stockholder, director, officer, employee, partner, member, manager, customer, supplier, or other Person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, member, manager, customer, supplier, or other person. 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, whether through ownership of voting securities, by contract or otherwise.

In the event either or both of the Independent Directors (each being denoted as an "Eliminated Independent Director") die, become totally and permanently incapacitated, resign, or otherwise become unable to serve as Independent Directors of this corporation, such Eliminated Independent Director or Eliminated Independent Directors shall be replaced by other Independent Directors within ten (10) days.

ARTICLE 9. DIRECTORS

The names and street addresses of the directors shall be as follows:

Van L. McNeel
5401 West Kennedy Boulevard, Suite 751
Tampa, Florida 33609

Fred B. Bullard, Jr.
2325 Ulmerton Road, Suite 20
Clearwater, Florida 33762

John C. McDonald
2455 East Sunrise Boulevard, Suite 916
Fort Lauderdale, Florida 33304

Kenneth J. Uva, who is an Independent Director as defined in Article 8
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

Camilia M. Denny, who is an Independent Directors as defined in Article 8
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

The directors shall hold office until the first annual meeting of the shareholders or until their successors shall be duly elected or appointed and qualified.

ARTICLE 10. MISCELLANEOUS


a The Bylaws shall be adopted by the Board of Directors. The Bylaws may be amended from time to time by either the stockholders or the directors. The stockholders may amend, alter, or repeal Bylaws adopted by the stockholders, and the directors may not adopt Bylaws that would be in conflict with the Bylaws adopted by the stockholders.


b Any subscriber or stockholder present at any meeting, either in person or by proxy, and any director in person at any meeting of the Board of Directors, shall conclusively be deemed to have received proper notice of such meeting unless he shall make objections at such meeting to any defect or insufficiency of notice. Members of the Board of Directors shall be deemed present at a meeting of such Board of Directors if a conference telephone or similar communication equipment is used by means of which all persons participating in the meeting can hear each other.

c Subject to the provisions of Section 4.c, each director and officer of this corporation, whether or not then in office, shall be indemnified by this corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any claim, demand, action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his being or having been a director or officer of this corporation, said expense to include attorneys' fees and the cost of reasonable settlement made with a view to curtailment of cost of litigation, except in relation to matters as to which he finally shall be adjudged in any such action, suit or proceeding to have been derelict in the performance of his duty as such officer or director.

CG Managing Member Inc., has caused these Amended and Restated Articles of Incorporation to be executed on this 14th day of July, 2003.

CG MANAGING MEMBER INC.,
a Florida corporation

By: 
FRED B. BULLARD, JR.,
its President

Attest: 
GREGORY D. MORRIS,
its Treasurer

(CORPORATE SEAL)

**CERTIFICATE ACCOMPANYING
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CG MANAGING MEMBER INC.**

Pursuant to Sections 607.1007 and 607.1006 of the Florida Business Corporation Act, the undersigned hereby certifies that:

FIRST: The name of this corporation is CG Managing Member Inc.

SECOND: The Amended and Restated Articles of Incorporation that this certificate accompanies contain amendments to the corporation's articles of incorporation that required shareholder approval.

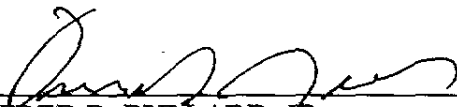
THIRD: The Amended and Restated Articles of Incorporation were duly approved and adopted in accordance with Section 607.1003 of the Florida Business Corporation Act by the board of directors of the corporation on June 20, 2003 and by the sole shareholder, holding the number of votes sufficient to approve the Amended and Restated Articles of Incorporation and the amendments contained therein were likewise adopted on June 20, 2003. No other voting group was entitled to vote on the amendments.

FOURTH: The following Amended and Restated Articles of Incorporation shall be the articles of incorporation of the corporation.

CG MANAGING MEMBER INC.,
a Florida corporation

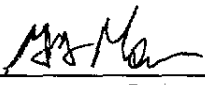
July 11, 2003
Date

By:


FRED B. BULLARD, JR.,
its President

July 11, 2003
Date

Attest:


GREGORY D. MORRIS,
its Treasurer

(CORPORATE SEAL)

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept service of process for the Company, at the place designated as the registered office, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned's duties, and the undersigned is familiar with and accepts the duties and obligations of the undersigned's position as registered agent.

Dated this 21st day of July, 2003.

CFRA, LLC,
a Florida limited liability company

By: _____


Kelly A. Cruz-Brown, Esquire