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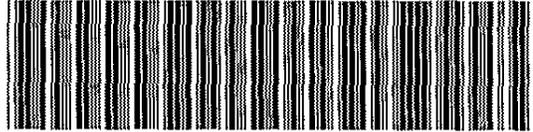
(Business Entity Name)

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

1. LD / Maitland LLC
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

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NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment LLC
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

Examiner's Initials

AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
LD/MAITLAND, LLC
A FLORIDA LIMITED LIABILITY COMPANY
(Filed in accordance with 608.411, F.S.)

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ARTICLE I - Name

The name of the Limited Liability Company is: LD/MAITLAND, LLC ("Company").

LD/MAITLAND, LLC, a Florida limited liability company

ARTICLE II - Address

The mailing address and street address of the principal office of the Limited Liability Company is 933 Lee Road, Suite 400, Orlando, Florida 32810.

ARTICLE III - Duration

The period of duration for the Limited Liability Company shall be perpetual

ARTICLE IV - Management

The Limited Liability Company is to be managed by a manager and the name and address of such manager who is to serve as manager until the first annual meeting of members or until his successor(s) is elected and qualify is:

Bryan Johnson
933 Lee Road, Suite 400
Orlando, Florida 32810

ARTICLE V - Purpose

The nature of the business and of the purposes to be conducted and promoted by the limited liability company, is to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property; and to exercise all powers enumerated in the Florida Limited Liability Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

SEP 1 1 13 2006

ARTICLE VI – Prohibited Activities

The corporation shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien, deed of trust lien or deed to secure debt in favor of Column Financial, Inc., its successors or assigns (the "First Mortgage") exists on any portion of the Property, the corporation shall not incur, assume, or guaranty any other indebtedness. For so long as the First Mortgage exists on any portion of the Property, the corporation 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 shares of stock to any entity. For so long as the First Mortgage exists on any portion of the Property, the corporation 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 the board of directors. For so long as the First Mortgage exists on any portion of the Property, no material amendment to this certificate of incorporation or to the corporation's by-laws may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

ARTICLE VII – Indemnification

Any indemnification of the corporation's directors and officers 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 corporation in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations."

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 limited liability 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 stationary, 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 purpose 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 limited liability company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the limited liability company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this limited liability 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 VIV – 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 limited liability company. If such vote is not obtained, for so long as the First Mortgage exists on any portion of the Property, the limited liability 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 limited liability company is not then insolvent, the members and the outside member shall take into account the interest of the limited liability company's creditors, as well as those of the members

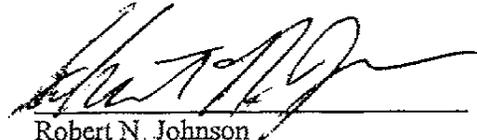
ARTICLE XI - Registered Agent and Office

The name of the initial registered agent of the Limited Liability Company is Robert N. Johnson. The street address of the initial registered agent is 933 Lee Road, Suite 400, Orlando, Florida 32810.

ARTICLE XII - Miscellaneous

The Manager will be able to admit new members with the unanimous consent of the holders of the membership interests. The right of the members to admit additional members, or whether an assignee of a member's interest may become a member, and the terms and conditions of the admissions, and the right of the remaining members to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event which terminates the continued membership of a member, shall be by majority vote of its members.

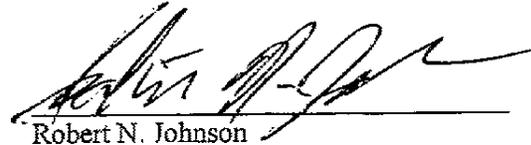
Date: September 19, 2006



Robert N. Johnson
Authorized Representative of the Members

REGISTERED AGENT ACCEPTANCE

Having been named to accept service of process for the above stated limited liability company at the address designated in this certificate pursuant to the provisions of Section 608.415, Florida Statutes, the undersigned hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.



Robert N. Johnson