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**ARTICLES OF ORGANIZATION
OF
CARROLLWOOD CROSSINGS, LLC.**

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby make, acknowledge, and file the following Articles of Organization

ARTICLE I – NAME

The name of the limited liability company shall be Carrollwood Crossings, LLC (“Company”).

ARTICLE II – ADDRESS

The mailing address and street address of the principal office of the Company shall be c/o Advantis, 4300 West Cypress Street, Suite 1000 Tampa, Florida 33607.

ARTICLE III – DURATION

The Company shall commence its existence on the date these Articles of Organization are filed with the Florida Department of State. The Company’s existence shall be perpetual unless the Company is earlier dissolved as provided in these Articles of Organization.

ARTICLE IV – SINGLE PURPOSE

The Company shall be a Single Purpose Entity whose only purpose is to acquire, improve, lease, operate, manage, hold for investment and sell or otherwise dispose of the real property (and personal property incident thereto) located at (i) 4010-4014 Gunn Highway, Tampa, Florida, consisting of three (3) two story office buildings known as Carrollwood Crossings and (ii) 3902 Gunn Highway commonly known as the Carrollwood Annex consisting of a warehouse and service building (hereinafter collectively referred to as the “Property”) as more specifically set forth in the Operating Agreement entered into by and between the members.

ARTICLE V – REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the Company in the State of Florida is Brad C. Luger c/o Advantis, 4300 West Cypress Street, Suite 1000, Tampa, Florida 33607.

ARTICLE VI – CAPITAL CONTRIBUTIONS

The members of the Company shall contribute to the capital of the Company the cash or property set forth in Exhibit “A.”

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ARTICLE VII – ADDITIONAL CAPITAL CONTRIBUTIONS

Each member shall make additional capital contributions to the Company only upon the consent of members owning at least a 51% interest in the Company.

ARTICLE VIII – ADMISSION OF NEW MEMBERS

No additional members shall be admitted to the Company except with the unanimous written consent of all the members of the Company and on such terms and conditions as shall be determined by all the members. A member may transfer his or her interest in the Company as set forth in the regulations of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all other members of the Company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

ARTICLE IX – TERMINATION OF EXISTENCE

The Company shall be dissolved on the death, bankruptcy, or dissolution of a member or on the occurrence of any other event that terminates the continued membership of a member in the Company, unless the business of the Company is continued by the consent of all the remaining members.

ARTICLE X – MANAGEMENT

The Company shall be managed by managers in accordance with the regulations adopted by the members for the management of the business and affairs of the Company. These regulations may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or these Articles of Organization. The name and address of the initial managers of the Company are Henry L. Brenner, Jr., Norman Mansour, and Brad C. Luger, c/o Advantis, 4300 West Cypress Street, Tampa, Florida 33607. Managers are not required to act jointly; each may separately make decisions and execute documents on behalf of the Company.

ARTICLE XI – MEMBERS

The names and addresses of the members of the Company are:

<u>Name</u>	<u>Address</u>	<u>%</u>
Joseph G. and Linda L. Buehler, Husband and Wife	2024 Magnolia Avenue Pensacola, Florida 32503	4.878%

Brad C. Luger & Karen L. Luger, Co-Trustees of the Brad C. Luger Revocable Trust dated May 11, 1998	4308 Robin Lane Tampa, Florida 33609	24.39%
James J. and Mary Crews Husband and Wife	4515 Brookwood Dr. Tampa, Florida 33609	2.439%
Henry L. Brenner	735 Southfield Road Shreveport, LA 71106	4.878%
Henry L. Brenner, Jr. & Jennifer K. Brenner, as Co-Trustees of the Henry L. Brenner, Jr. Revocable Trust dated February 19, 1999	3622 Jetton Avenue Tampa, Florida 33629	24.39%
Norman Mansour & Cynthia Strong Mansour, as Co-Trustees of the Norman Mansour Revocable Trust dated March 11, 1999	825 North Shore Drive P.O. Box 2166 Anna Maria, Florida 34216	24.39%
Don and Leslie Jennewein Husband and Wife	1220 Roxmere Road Tampa, Florida 33629	12.196%
Alton and Ann Adams, III Husband and Wife	3510 W. Tacon St. Tampa, Florida 33629	2.439%

ARTICLE XII – LIMITATIONS

Notwithstanding any other provisions of these Articles and any provision of law that otherwise so empowers the Company, the Company shall not, without the unanimous consent of the Members, do any of the following:

- (i) engage in any business or activity other than those set forth in Article I;
- (ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the first lien mortgage indebtedness from Column Financial, Inc. in the original principal amount of \$6,100,000 incurred in connection with the acquisition of the Property (the "First Mortgage") and normal trade accounts payable in the ordinary course of business;
- (iii) dissolve or liquidate, in whole or in part;
- (iv) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;
- (v) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization of relief under any applicable federal or state law relating to

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bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of property of the Company, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action; or

(vi) amend the Articles of Organization or the Operating Agreement of the Company.

In addition to the foregoing, the Company shall not, without the written consent of the holder of the First Mortgage so long as it is outstanding, take any action set forth in items (i) through (iv) and item (vi).

ARTICLE XIII-SEPARATENESS PROVISIONS

The Company shall:

(i) maintain books and records and bank accounts separate from those of any other person;

(ii) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;

(iii) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

(iv) do all things necessary to preserve its existence and observe all legal formalities for limited liability companies in the State of Florida;

(v) not commingle its assets or funds with those of any other person;

(vi) not guarantee or pay the debts or obligations of any other person;

(vii) not enter into any contract or agreement with any general partner, principal, member, manager or affiliate of the Company, or any affiliate of any such general partner, principal, manager or member, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate;

(viii) not make any loans or advances to any third party (including any general partner, principal, member, manager or affiliate of the Company, or any guarantor);

(ix) be solvent and pay its debts from its assets as the same shall become due;

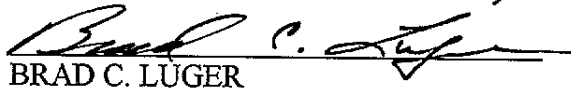
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(x) maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xi) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity; and

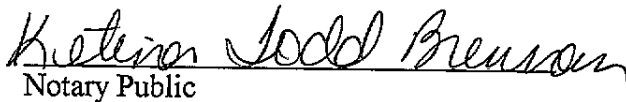
(xii) not hold itself out to be responsible for the debts or obligation of any other person.

IN WITNESS WHEREOF, the undersigned organizers have made and subscribed these Articles of Organization at Tampa, Florida on this 11 day of SEPTEMBER, 2000.


BRAD C. LUGER

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to and subscribed before me this 11 day of Sept., 2000. Br
C. Luger who (☒) is personally known to me or who () has produced Br
_____ as identification and who did not take an oath.


Notary Public

My Commission Expires:

3-18-03




Ketina Todd Branton
Commission # CG 818966
Expires Mar. 18, 2003
Bonded Thru
Atlantic Bonding Co., Inc

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ACCEPTANCE OF REGISTERED AGENT

The undersigned, being the person named in the Articles of Organization of Carrollwood Crossings, LLC, as the registered agent of this limited liability company, hereby consents to accept service of process for the above stated Company at the place designated in the Articles of Organization, and 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 his or her duties, and is familiar with and accept the obligations of the position of registered agent.


Brad C. Luger

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