



THE UNITED STATES
CORPORATION
COMPANY

L01000005004

ACCOUNT NO. : 072100000032

REFERENCE : 098409 7135935

AUTHORIZATION :

COST LIMIT : \$ PREPAID

ORDER DATE : March 30, 2001

ORDER TIME : 2:02 PM

ORDER NO. : 098409-005

CUSTOMER NO: 7135935

CUSTOMER: Gary E. Massey, Esq
Gary E. Massey, P.a.

One Douglas Place
100 West Citrus Street
Altamonte Sprin, FL 32714

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-04/02/01--01003--003

****125.00 ****125.00

DOMESTIC FILING

NAME: 600 SOUTH ORLANDO AVENUE, LLC.

EFFECTIVE DATE:

____ ARTICLES OF INCORPORATION
____ CERTIFICATE OF LIMITED PARTNERSHIP
XX _____ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Sandra Mathis - EXT. 1165

EXAMINER'S INITIALS:

RECEIVED
DIVISION OF STATE
CORPORATIONS
2001 MAR 30 PM 3:15
FILED

RECEIVED
DIVISION OF STATE
CORPORATIONS
2001 MAR 30 PM 3:18
NOT INTENDED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING
3-30-01

**ARTICLES OF ORGANIZATION FOR
FLORIDA LIMITED LIABILITY COMPANY**

Article I - Name

The name of the Limited Liability Company is:

600 South Orlando Avenue LLC

Article II - Address

The mailing address and street address of the principal office of the Limited Liability Company is:

3891 Aldergate Place
Winter Springs, Florida

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 or managers and the names(s) and address(es) of such manager(s) is/are:

1. **Officers and Managers.** The parties agree that the officers and managers of the LLC, if any, shall be as follows:

REALTY CAPITAL MANAGEMENT, INC., Manager
ROBERT BANACH, President
CLARENCE BAILEY, Vice-President
JEWELL BAILEY, Secretary

2. **Actions.** The parties agree that as long as the Members or any of them are members of the LLC, (a) any action requiring the consent of the Members shall not be taken unless all the Members unanimously agree to said action.

Article V

3. **Distribution of Income.** The parties agree that the LLC shall distribute each of the net profits as contained in the operating agreement. The parties also agree that the LLC shall distribute each year at least thirty (30%) percent of its taxable income to be distributed to each Member in the same proportion as taxable income is reportable in each Member's federal tax return. The parties agree that this amount may be changed by unanimous consent in the event of a federal tax rate change.

Article VI

4. **Negative Covenants.** The LLC will not, without the express written consent of all the Members:

(a) enter into any agreements including any agreements to borrow money,

or to obligate the LLC for any amount in excess of \$500.00;

(b) materially change or alter the nature of its business;

(c) make loans to any person, firm or entity;

(d) change, alter, modify or permit any change, alteration, or modification of its certificate of organization, operating agreement or other governing documents without the express written consent of all the parties;

(e) enter into any agreement to sell all or substantially all of its assets to any person, firm, or other entity;

(f) consolidate with, merge with, or acquire the stock or assets of any person, firm, or other entity, whether by merger, consolidation, purchase of stock or otherwise; and

(g) declare or pay any cash distributions on, or redeem, retire or otherwise acquire, directly or indirectly, any LLC interest; provided however that the LLC shall be permitted to take such actions consistent with this Agreement.

Article VII

5. Nontransferability of Interests. No party nor their heirs, executors, administrators, and assigns shall sell, assign, create a security interest in, pledge, or otherwise transfer or encumber the Interests issued or to be issued hereunder

without the prior written consent of the other Members.

Article VIII

6. **Interests.** This Agreement shall control the disposition of any Interest of the LLC now owned or hereafter acquired by the Members.

Article IX

7. Miscellaneous.

(a) *Entire Agreement/Modification.* This Agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

(b) *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to

other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(c) *Successor and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.

(d) *Notices.* All notices, requests, demands, and other communications made hereunder shall be in writing and shall be deemed duly given if delivered or sent by telex, facsimile, or registered or certified mail, postage prepaid, as follows, or to such other address or person as the party may designate by notice to the other party hereunder:

ROBERT BANACH

3891 Aldergate Place
Winter Springs, Florida

CLARENCE and JEWELL BAILEY

5 Panther Ridge
Lake Toxaway, North Carolina

(e) *Construction.* Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof

and do not in any way modify, interpret, or construe the intentions of the parties.

(f) *Execution and Counterparts.* This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

(g) *Governing Law.* This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida.

Article X - Registered Agent and Address

The name and street address of the initial registered agent for service of process in the State of Florida is as follows:

GARY E. MASSEY
100 West Citrus Street
Altamonte Springs, Florida 32714

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 28th day of March, 2001.


ROBERT BANACH


CLARENCE BAILEY

6/11/01 10:55
2001 MAR 28 PM 11:11
MAR 28 2001
MAR 28 2001

Jewell Bailey
JEWELL BAILEY

STATE OF FLORIDA

COUNTY OF SEMINOLE

I **Hereby Certify** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ROBERT BANACH, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. Said persons provided the following type of identification: Drivers License.

Witness my hand and official seal in the County and State last aforesaid this 28th day of March, A.D. 2001.

Sherrie T. Deal
Notary Signature

Sherrie T. Deal

Printed Name

My Commission Expires:



Sherrie T. Deal
MY COMMISSION # CC663767 EXPIRES
August 18, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA

COUNTY OF SEMINOLE

I **Hereby Certify** that on this day, before me, an officer duly authorized

to administer oaths and take acknowledgments, personally appeared CLARENCE and JEWELL BAILEY, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. Said persons provided the following type of identification: Drivers Licenses.

Witness my hand and official seal in the County and State last aforesaid this 28th day of March, A.D. 2001.

Sherrie T. Deal
Notary Signature

Sherrie T. Deal

Printed Name

My Commission Expires:



Sherrie T. Deal
MY COMMISSION # CC663767 EXPIRES
August 18, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

That I, GARY E. MASSEY, hereby accepts the position of Registered Agent for 600 South Orlando Avenue LLC and I am familiar with and accept the obligations of that position as provided for in Chapter 608, Florida Statutes.

DATED this 28th day of March, 2001.

Gary E. Massey
GARY E. MASSEY

01 MAR 30 01 3:17
STATE OF FLORIDA
GARY E. MASSEY