

L01000015021

(Requestor's Name)

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PICK-UP

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MAIL

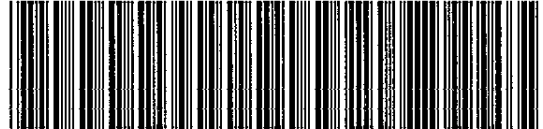
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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03/31/03--01031--001 \*\*70.00

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03 MAR 31 PM 2:26  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DEPT. OF STATE  
DIVISIONS  
TALLAHASSEE, FLORIDA

03 MAR 31 AM 11:44

RECEIVED

CORP DIRECT AGENTS, INC. (formerly CCRS)  
103 N. MERIDIAN STREET, LOWER LEVEL  
TALLAHASSEE, FL 32301  
222-1173

FILING COVER SHEET  
ACCT. #FCA-14

CONTACT: ED LARY  
DATE: 3/31/03  
REF. #: 0457.14012  
CORP. NAME: Eck 28 Oakridge, LLC LD1000015021

03 MAR 31 PM 2 26  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION   | <input checked="" type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT               | <input type="checkbox"/> TRADEMARK/SERVICE MARK           | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION       | <input type="checkbox"/> LIMITED PARTNERSHIP              | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT               | <input type="checkbox"/> MERGER                           | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1                            | <input type="checkbox"/> UCC-3                   |
| <input type="checkbox"/> OTHER: _____                |   |  |

STATE FEES PREPAID WITH CHECK# \_\_\_\_\_ FOR \$ 70.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

\_\_\_\_\_ COST LIMIT: \$ \_\_\_\_\_

PLEASE RETURN:

- ☒ CERTIFIED COPY      ☒ CERTIFICATE OF GOOD STANDING (3)      ☐ PLAIN STAMPED COPY  
☐ CERTIFICATE OF STATUS

Examiner's Initials



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

March 31, 2003

CORPDIRECT AGENTS

TALLAHASSEE, FL

SUBJECT: ECK 28 OAKRIDGE, L.L.C.  
Ref. Number: L01000015021

03 MAR 31 PM 2:26  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

We have received your document for ECK 28 OAKRIDGE, L.L.C. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please note that we have **RETAINED** your \$70.00 payment.

Article II contains the word "corporate". And then beginning with Article IX, there are numerous references to "the corporation."

Please *eliminate* all references to a corporation in your document.

Limited liability companies are not corporations, and should only be referred to as "companies."

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) 245-6914.

Buck Kohr  
Corporate Specialist

Letter Number: 803A00019151

**PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE.**

**AMENDED & RESTATED  
ARTICLES OF ORGANIZATION  
OF  
ECK 28 OAKRIDGE, L.L.C.**

(Filed In Accordance with 608.411 Florida Statutes)

The Articles of Organization for **ECK 28 OAKRIDGE, L.L.C.**, as filed on August 29, 2009, are hereby Amended and Restated in their entirety as follows:

FILED  
03 SEP 31 PM 2:26  
SECTION 608.411  
TALLAHASSEE, FLORIDA

**ARTICLE I**

**NAME**

The name of this limited liability company (the "Company") is **ECK 28 OAKRIDGE, L.L.C.** and its mailing address is 7505 W Sand Lake Road, Orlando, FL 32819, and the principal place of business of the Company shall be located at 7505 W Sand Lake Road, Orlando, FL 32819.

**ARTICLE II**

**COMMENCEMENT OF                      EXISTENCE**

This Company shall commence existence on the date of signing these articles of organization and shall have perpetual existence unless sooner dissolved according to law.

**ARTICLE III**

**GENERAL PURPOSE; GENERAL POWERS**

The general purpose of this Company shall be the transaction of any and all lawful business. This Company shall have all of the powers enumerated in the Florida Limited Liability Company Act, as the same now exists and as hereafter amended, and all such other powers as are permitted by applicable law, with such limitations as may be set forth in the Company Operating Agreement from time to time.

**ARTICLE IV**

**INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of this Company shall be located at 7505 W Sand Lake Road, Orlando, FL 32819, and the initial registered agent of this Company at that address shall be **CHARLES WHITTALL**. The Company may change its registered agent or the location of its registered office, or both, from time to time without amendment of these articles of organization.

## ARTICLE V

### MANAGEMENT

The management or conduct of the business and affairs of the Company is reserved to the members, and the name and street address of the initial members are:

Charles Whittall  
7505 W Sand Lake Road  
Orlando, FL 32819

Lee J. Maher  
7505 W Sand Lake Road  
Orlando, FL 32819

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03 MAR 31 PM 2:26  
STATE  
TAMPA, FLORIDA

## ARTICLE VI

### OPERATING AGREEMENT

The power to adopt, alter, amend or repeal the Operating Agreement of the Company shall be vested in the Members.

## ARTICLE VII

### ADMISSION OF NEW MEMBERS

Additional Members may be admitted from time to time on such terms and conditions as are set forth in the Operating Agreement of the Company.

## ARTICLE VIII

### DEATH, RETIREMENT, RESIGNATION, BANKRUPTCY, EXPULSION, DISSOLUTION OF MEMBER

In the event of the death, retirement, resignation, bankruptcy, expulsion or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, the remaining Members may continue the business of the Company as provided in the Operating Agreement of the Company.

## ARTICLE IX

### COVENANTS WITH RESPECT TO INDEBTEDNESS; OPERATIONS AND FUNDAMENTAL CHANGES OF THE COMPANY

The [Company] has entered into and received certain financing (the "Financing") from Column Financial, Inc. (together with its successors and assigns, the "Lender"), which Financing is secured by a first mortgage lien on certain real and other property located at 5899 S. Orange Blossom Trail, Orlando, FL (the "Property"). With respect to the Financing and the Property the [Company]:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;

- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the [Company] or any affiliate of any such general partner, principal, or member of the [Company], 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;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;
- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the [Company], or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of in[Company] or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the [Company]'s, or any such partner's, member's or shareholders's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);
- (k) will file its own tax returns;
- (l) 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;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the [Company];
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

- (o) will not commingle the funds and other assets of the [ Company ] with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;
- (q) has, and any general partner or operating member of the [ Company ] has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the [ Company ], the [ Company ] shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

#### ARTICLE X

#### AMENDMENT

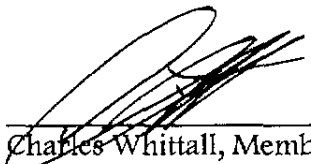
This Company reserves the right to amend or repeal any provisions contained in these articles of organization, or any amendment hereto, and any right conferred upon the Members is subject to this reservation.

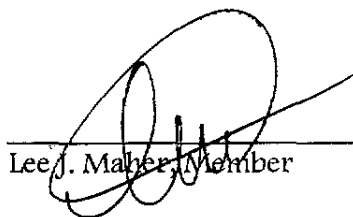
#### ARTICLE XI

#### HEADINGS AND CAPTIONS

The headings or captions of these various articles of organization are inserted for convenience and none of them shall have any force or effect, and the interpretation of the various articles shall not be influenced by any of said headings or captions.

IN WITNESS WHEREOF, the undersigned does hereby make and file these articles of organization declaring and certifying that the facts stated herein are true, this 27th day of March, 2003.

  
Charles Whittall, Member

  
Lee J. Maher, Member

FILED  
MAR 31 PM 4:06  
SEC. 1  
TALAMON, S. L. FRODOA