

LO2000018472

LAW OFFICES

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POST OFFICE BOX 2435
LAKELAND, FLORIDA 33806-2435

October 8, 2002

Attn: Amendment Division
Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

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-10/10/02--01030--002
*****25.00 *****25.00

RE: CARDINAL COURT, LLC


Ladies and Gentlemen:

Enclosed for filing please find Articles of Amendment to Articles of Organization for Florida Limited Liability Company. Also enclosed is our check in the amount of \$25.00 representing the filing fee.

Please return a filed copy of the Articles of Amendment to Articles of Organization for Florida Limited Liability Company to our office in the envelope provided.

Thank you for your assistance in this matter and if you have any questions or need anything, please call me.

Very truly,


Jackie Hutchison
Legal Assistant

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

enclosures as listed

Name	Availability
Document Examiner	DCC
Undater	DCC
Verifier	DCC
Adm. Ledger	DCC
W. P. Verifier	DCC

Need original
date of filing

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FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

October 11, 2002

JACKIE HUTCHISON
C/O JOHN L. MANN
P.O. BOX 2435
LAKELAND, FL 33806-2435

SUBJECT: CARDINAL COURT, LLC
Ref. Number: L02000018472

We have received your document for CARDINAL COURT, LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain the original date of filing/authorization in Florida.

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) 245-6913.

Diane Cushing
Corporate Specialist

Letter Number: 202A00056858

(b) Not engage in any business other than the ownership, management and operation of the Property;

(c) Not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with the Company or Principal (an "Affiliate"), 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 any Principal or Affiliate;

(d) Not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances and no indebtedness other than the Loan may be secured (subordinate or pari passu) by the Property;

(e) Not make any loans or advances to any third party, nor to Principal, any Affiliate or any constituent party of Company;

(f) Pay its debt from its assets as the same shall become due;

(g) Do all things necessary to preserve its existence, and the Company shall not, nor will the Company permit Principal to amend, modify or otherwise change the Articles or Organization, Operating Agreement or other organizational documents of the Company or Principal in a manner which would adversely affect the Company's existence as a single purpose entity;

(h) Maintain books and records and bank accounts separate from those of any other person or entity, and Company will file its own tax returns;

(i) At all times hold itself out to the public as, a legal entity separate and distinct from any other entity (including and Affiliate, any constituent party of Company or any Principal);

(j) Preserve and keep in full force and effect its existence, good standing and qualification to do business in the state in which the Property is located;

(k) 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;

(l) Not dissolve or wind up, in whole or part, and the Company shall not merge with or be consolidated into any other entity;

(m) Not commingle the funds and other assets of the Company with those of any Affiliate, any Principal, any constituent party of Company or an other person;

(n) 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 constituent party of Company, Affiliate, Principal or any other person;

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(o) Not hold itself out to be responsible for the debts or obligations of any other person (provided, that the foregoing shall not prevent the Company from being and holding itself responsible for expenses incurred or obligations undertaken by the property manager of the Property in respect of its duties regarding the Property); and

(p) Obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Company shall not amend, modify or terminate any of these provisions of the Company's Articles of Organization or Operating Agreement without the prior written consent of Lender.

Michael P. Heckman
Signature of a member or an authorized
Representative of a member

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true).

Michael P. Hickmann
Typed or printed name of signer

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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