

LU3000013662

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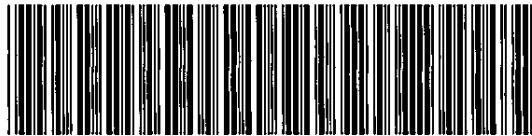
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TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301

(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

LBJ Ranch, LLC

File 1st

Signature

Requested by:

WL 6/12 1:30

Name

Date

Time

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TALLAHASSEE, FLORIDA

Art of Inc. File

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Foreign Corp. File

L.C. File

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Trade/Service Mark

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RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

Cert. Copy

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Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
FOR LBJ RANCH, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

(Filed in accordance with 608.411, F.S.)

The Articles of Organization were filed on 4/15/03 and assigned document number L03000013662 and are hereby amended and restated in their entirety as follows:

ARTICLE ONE: NAME.

The name of the Limited Liability Company is:

LBJ Ranch, LLC

ARTICLE TWO: PURPOSE.

The Company's business and purpose shall consist solely of the following:

- (i) To acquire a membership interest and act as a member of SM-Hoffner, LLC, a Florida limited liability company (the "Hoffner LLC"), which is engaged solely in the ownership, operation and management of the real estate project known as Enterprise Hoffner Avenue, Orlando, Florida, located in Orange County, Florida (the "Property") pursuant to and in accordance with these Amended and Restated Articles of Organization and the Hoffner LLC's Amended and Restated Articles of Organization; and
- (ii) to engage in such other lawful activities permitted to limited liability companies by the laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

ARTICLE THREE: LIMITATIONS.

Notwithstanding any other provision 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 and managers, do any of the following:

- (i) engage in any business or activity other than those set forth in Article Two or cause or allow the Hoffner LLC to engage in any business or activity other than as set forth in its Amended and Restated Articles of Organization;
- (ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the first lien mortgage indebtedness incurred in connection with the refinancing of the Property (the "Mortgage"), indebtedness permitted thereunder and normal trade accounts payable in the ordinary course of business;

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- (iii) cause the Hoffner LLC to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than the Mortgage, indebtedness permitted thereunder, and normal trade accounts payable in the ordinary course of business;
- (iv) dissolve or liquidate, in whole or in part;
- (v) cause or consent to the dissolution or liquidation, in whole or in part, of the
- (vi) 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;
- (vii) cause the Hoffner LLC to consolidate or merge with or into any other entity or to convey or transfer or lease its Property and assets substantially as an entirety to any entity;
- (viii) with respect to the Company or the Hoffner LLC, 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 or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or the Hoffner LLC or a substantial part of property of the Company or the Hoffner LLC, 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 company action in furtherance of any such action; amend Articles Two, Three or Four of these Amended and Restated Articles of Organization or approve an amendment to Articles Two, Three, Four, Five or Six of the Amended and Restated Articles of Organization governing the Hoffner LLC; or
- (ix) withdraw as a member of the Hoffner LLC.
- (x) In addition to the foregoing, so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Company shall not, without the written consent of the holder of the Mortgage, take any action set forth in items (i) through (vii) and items (ix) and (x).

ARTICLE FOUR: SEPARATENESS/OPERATIONS MATTERS.

The Company shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold regular manage or member meetings, as appropriate, to conduct the business of the Company, and observe all other Company formalities;

- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person; and
- (j) not assume, guarantee or pay the debts or obligations of any other person.

**ARTICLE FIVE: EFFECT OF BANKRUPTCY, DEATH OR
INCOMPETENCY OF A MEMBER.**

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

ARTICLE SIX: STREET ADDRESS AND MAILING ADDRESS.

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

9021 Town Center Parkway
Bradenton, Florida, US 34202

The mailing address of the Limited Liability Company is:

9021 Town Center Parkway
Bradenton, Florida, US 34202

- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person; and
- (j) not assume, guarantee or pay the debts or obligations of any other person.

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ARTICLE SEVEN: STREET ADDRESS AND MAILING ADDRESS.

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

9021 Town Center Parkway
Bradenton, Florida, US 34202

The mailing address of the Limited Liability Company is:

9021 Town Center Parkway
Bradenton, Florida, US 34202

ARTICLE EIGHT: REGISTERED AGENT.

The name and Florida street address of the registered agent is:

Kimberly M. McAllister
9021 Town Center Parkway
Bradenton, Florida, US 34202

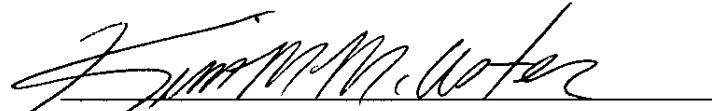
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designed in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

ARTICLE SEVEN: REGISTERED AGENT.

The name and Florida street address of the registered agent is:

Kimberly M. McAllister
9021 Town Center Parkway
Bradenton, Florida, US 34202

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designed in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent, as provided for in Chapter 608, F.S.


Kimberly M. McAllister, Registered Agent Signature

ARTICLE EIGHT: MANAGERS.

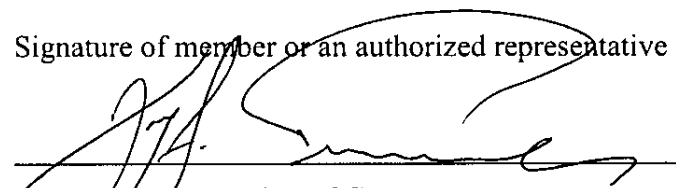
The name and address of the Managers are:

Title: Manager
Jay F. Turner
9021 Town Center Parkway
Bradenton, Florida, US 34202

Title: Manager
Michael J. Doyle
9021 Town Center Parkway
Bradenton, Florida, US 34202

Title: Manager
John S. Newsome
9021 Town Center Parkway
Bradenton, Florida, US 34202

Signature of member or an authorized representative of member


Jay F. Turner, Member of Company