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BK

CAPITAL CONNECTION, INC.

7 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

EXPRESIT! Money Orders, LLC

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- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☒ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☐ Merger File
- ☐ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☐ Cert. Copy
- ☒ Photo Copy
- ☐ 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

Signature

Requested by:

Name SS Date 5/23/08 Time 11:00

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

ARTICLE I - Name

The name of the Company is EXPREZIT! Money Orders, LLC.

ARTICLE II - Address

The mailing address and the principal office of the Company is:

6330 Quadrangle Drive
Chapel Hill, NC 27517

ARTICLE III - Duration

The period of duration of the Company shall be perpetual.

ARTICLE IV - Registered Agent

The name and street address of the initial registered agent of the Company are:

David E. Hightower
501 Commendencia Street
Pensacola, FL 32501

ARTICLE V- Purpose

The nature of the Company's business and of the purposes to be conducted and promoted by the Company, is to engage solely in the following activities:

(a) To engage in the retail sale of money orders in any and all states of the United States of America, including but not limited to the States of Florida, Alabama, Georgia and North Carolina; and

(b) To exercise all powers enumerated in the Florida Limited Liability Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE VI - Limitations

For so long as any mortgage lien in favor of LaSalle National Bank, a national banking association now known as LaSalle Bank National Association, as Trustee under that certain Loan Pool Pooling & Servicing Agreement dated as of July 7, 1998, LaSalle National Bank, a national

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banking association now known as LaSalle Bank National Association, as Loan Pool Trustee under that certain Loan Pool Pooling and Servicing Agreement, in trust for the EMAC 1999-1 Loan Pool Certificateholders, dated as of March 26, 1999, or LaSalle Bank National Association, as Loan Pool Trustee under that certain Loan Pool Pooling & Servicing Agreement dated as of February 1, 2000, or their respective successors or assigns (collectively, the "First Mortgages"), exists on any portion of the real properties identified in Exhibit "A" attached hereto and incorporated herein by reference which are owned or leased by any Affiliate of the Company (the "Property"), the Company shall not incur, assume or guaranty any indebtedness without first obtaining approval of the mortgagee or mortgagees holding the First Mortgages on any portion of the Property.

For so long as any of the First Mortgages exist on any portion of the Property:

(a) the Company shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity;

(b) the Company shall not voluntarily commence a case with respect to itself, as debtor, under the *Federal Bankruptcy Code* or any similar federal or state statute without the unanimous consent of all of the members of the Company; and

(c) no material amendment to these articles of organization or to the Company's operating agreement may be made without first obtaining approval of the mortgagee or mortgagees holding the First Mortgages on any portion of the Property.

ARTICLE VII - Indemnification

Any indemnification of the Company's members shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgages) and such indemnification shall not constitute a claim against the Company in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

ARTICLE VIII - Separate Identities

For so long as any of the First Mortgages exist on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these amended and restated articles of organization, the Company shall conduct its affairs in accordance with the following provisions:

(a) It shall allocate fairly and reasonably any overhead for office space shared with any member or Affiliate.

(b) It shall maintain records and books of account separate from those of any member or Affiliate.

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- (c) It shall observe all limited liability company formalities.
- (d) It shall not commingle assets with those of any member or Affiliate.
- (e) It shall conduct its own business in its own name.
- (f) It shall maintain financial statements separate from any member or Affiliate.
- (g) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any member or Affiliate.
- (h) It shall not guarantee or become obligated for the debts of any other entity, including any member or Affiliate, or hold out its credit as being available to satisfy the obligations of others.
- (i) It shall use stationary, invoices and checks separate from any member or Affiliate.
- (j) It shall not pledge its assets for the benefit of any other entity, including any member or Affiliate.
- (k) It shall hold itself out as an entity separate from any member or Affiliate.

For purposes of this Article VIII, the following terms shall have the following meanings:

“Affiliate” means any Person controlling or controlled by or under common control with the Company, including, without limitation: (i) any Person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Company, or any affiliate thereof; and (ii) any Person who receives compensation for administrative, legal or accounting services from this Company or any affiliate. For purposes of this definition, “control” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

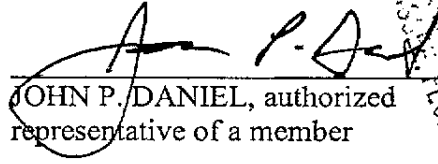
ARTICLE IX - Dissolution/Liquidation

For so long as any of the First Mortgages exist on any portion of the Property, the Company shall not liquidate all or substantially all of its assets without first obtaining approval of the mortgagee or mortgagees holding the First Mortgages on any portion of the Property.

ARTICLE X - Voting

When acting on matters subject to the vote of the member, notwithstanding that the Company is not then insolvent, the member must take into account the interest of the Company's creditors as well as those of the members.

5/22/03
Dated


JOHN P. DANIEL, authorized
representative of a member

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FLORIDA

REGISTERED AGENT ACCEPTANCE

Having been named as registered agent and to accept service of process for the above stated limited liability company at the address designated in this certificate pursuant to the provisions of section 608.415, Florida Statutes, 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.

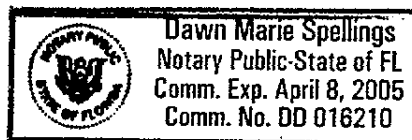
5/22/03
Dated


DAVID E. HIGHTOWER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Articles of Organization were acknowledged before me by John P. Daniel on May 22, 2003. John P. Daniel is personally known to me or presented a current driver's license as identification.

-SEAL-

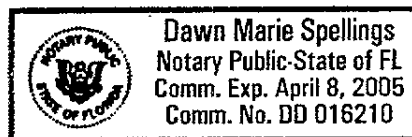



NOTARY PUBLIC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing Registered Agent Acceptance was acknowledged before me by David E. Hightower on May 22, 2003. David E. Hightower is personally known to me.

-SEAL-




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