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LIMITED LIABILITY COMPANY

Oviedo Crossroads I, LLC

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION FOR
OVIEDO CROSSROADS I, LLC
(a Florida limited liability company)**

The undersigned representative of a Member, desiring to form a limited liability company under and pursuant to the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, does hereby adopt the following Articles of Organization:

ARTICLE I. NAME

The name of the limited liability company is: Oviedo Crossroads I, LLC

ARTICLE II. ADDRESS

The mailing address and street address of the principal office of the limited liability company is:

1652 Markham Woods Road
Longwood, FL 32779

ARTICLE III. DURATION

The period of duration for the limited liability company shall be perpetual, unless terminated in accordance with the limited liability company's Operating Agreement or by the unanimous written agreement of all Members.

ARTICLE IV. INITIAL REGISTERED AGENT AND OFFICE

The name and street address of the initial registered agent of the limited liability company are:

Intrastate Registered Agent Corporation
200 S. Orange Avenue, Suite 2600
Orlando, FL 32801

ARTICLE V. MANAGEMENT

The business of the limited liability company shall be conducted, carried on, and managed by no fewer than one (1) Manager, who shall be elected by the Members of the limited liability company in the manner prescribed by and provided in the Operating Agreement of the limited liability company. Therefore, the limited liability company is a manager-managed company.

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ARTICLE VI. OPERATING AGREEMENT

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

ARTICLE VII. PURPOSE

Notwithstanding any provision hereof to the contrary, the nature of the business and of the purposes to be conducted and promoted by the limited liability company, is to engage solely in the following activities:

A. To acquire from OCR-EDS, Inc., a certain parcel of real property, together with all improvements located thereon, at 8315 Red Bug Lake Road, in the City of Oviedo, State of Florida (the "Property").

B. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.

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

ARTICLE VIII. PROHIBITED ACTIVITIES

Notwithstanding any provision hereof to the contrary, the limited liability company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of Wells Fargo Bank, N.A. (f/k/a Wells Fargo Bank Minnesota, N.A.), as Trustee for the Registered Holders of Wachovia Bank, National Association (f/k/a First Union National Bank)-Chase Manhattan Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 1999-C2, or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the limited liability company shall not (i) incur, assume, or guaranty any other indebtedness; (ii) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity; (iii) 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 limited liability company; or (iv) amend these Articles of Organization in any material respect without first obtaining approval of the mortgagees holding first mortgages on any portion of the Property.

ARTICLE IX. INDEMNIFICATION

Notwithstanding any provision hereof to the contrary, any indemnification shall be fully subordinated to any obligations respecting the Property (including,

without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the limited liability company in the event that cash flow is insufficient to pay such obligations.

ARTICLE X. CONDUCT

Notwithstanding any provision hereof to the contrary, for so long as the First Mortgage exists 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 Articles of Organization, the limited liability company shall conduct its affairs in accordance with the following provisions:

A. The limited liability company shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.

B. The limited liability company shall maintain separate records and books of account from those of any affiliate.

C. The limited liability company shall not commingle assets with those of any affiliate.

D. The limited liability company shall conduct its own business in its own name.

E. The limited liability company shall maintain financial statements separate from any affiliate.

F. The limited liability company shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.

G. The limited liability company shall maintain an arm's length relationship with any affiliate.

H. The limited liability company shall not guarantee or become obligated for the debts of any other entity, including any affiliate or hold out its credit as being available to satisfy the obligations of others.

I. The limited liability company shall use stationery, invoices and checks separate from any affiliate.

J. The limited liability company shall not pledge its assets for the benefit of any other entity, including any affiliate.

K. The limited liability company shall hold itself out as an entity separate from any affiliate.

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L. The limited liability company shall at all times have a special purpose corporate member with an Independent Director.

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

"affiliate" means any person controlling or controlled by or under common control with the limited liability company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the limited liability company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this limited liability 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.

"Independent Director" shall be an individual who: (i) is not and has not been employed by the corporate member or any of its respective subsidiaries or affiliates as a director, officer or employee within the five years immediately prior to such individual's appointment as an Independent Director, (ii) is not (and is not affiliated with a company or firm that is) a significant advisor or consultant to the corporate member or any of its subsidiaries or affiliates, (iii) is not affiliated with a significant customer or supplier of the corporate member or any of its subsidiaries or affiliates; (iv) is not affiliated with a company of which the corporate member or any of its subsidiaries or affiliates is a significant customer or supplier; (v) does not have significant personal service contract(s) with the corporate member or any of its subsidiaries or affiliates; (vi) is not affiliated with a tax exempt entity that receives significant contributions from the corporate member or any of its subsidiaries or affiliates; (vii) is not a beneficial owner at the time of such individual's appointment as an Independent Director, or at any time thereafter while serving as Independent Director, of such number of shares of any classes of common stock of the corporate member the value of which constitutes more than 5% of the outstanding common stock of the corporate member; and (viii) is not a spouse, parent, sibling or child of any person described by (i) through (vii).

"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 XI. CONTINUITY

Notwithstanding any provision hereof to the contrary, to the extent permissible under applicable federal and state tax law, the vote of a majority-in-


interest of the remaining Members is sufficient to continue the life of the limited liability company. If such vote is not obtained, for so long as the First Mortgage exists on any portion of the Property the limited liability company shall not liquidate the Property without first obtaining approval of the mortgagees holding first mortgages on any portion of the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the First Mortgage has been paid in full or otherwise completely discharged.

ARTICLE XII. VOTING

For so long as the First Mortgage exists on any portion of the Property and notwithstanding any provision hereof to the contrary, when acting on matters subject to the vote of the Members, notwithstanding that the limited liability company is not then insolvent, all of the Members shall take into account the interest of the limited liability company's creditors, as well as those of the Members.

ARTICLE XIII. CONTROLLING PROVISIONS

To the extent of any discrepancies between the provisions of these Articles of Organization and any other document, including without limitation the Operating Agreement of the Company, the provisions of these Articles of Organization shall control.


Glenn A. Adams
Authorized Representative of a Member

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**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT AND REGISTERED OFFICE
OF OVIEDO CROSSROADS I, LLC**

Pursuant to the provisions of Section 608.415 or 608.507, Florida Statutes, Oviedo Crossroads I, LLC, a Florida limited liability company (the "Company"), hereby submits the following statement designating the registered office and registered agent in the state of Florida.

1. The name of the Company is: Oviedo Crossroads I, LLC.
2. The name of the registered agent and the address of the registered office are:

Name: Intrastate Registered Agent Corporation

Address: 200 S. Orange Avenue, Suite 2600

Orlando, FL 32801

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated 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.

INTRASTATE REGISTERED AGENT
CORPORATION

By: *Glenn A. Adams*
Glenn A. Adams
Vice President

Date: *April 5*, 2004