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April 16, 2004

Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Attn: Corporate Filings

Ladies and Gentlemen:

VIA FEDERAL EXPRESS

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Enclosed are an original and one copy (for conforming) of the Articles of Organization for Sugarcreek Capital, LLC. Please file this document Monday, April 19, 2004.

Enclosed is our check for \$125.00 for the filing fee.

Also enclosed is a return envelope so that you may return the conformed copy to us.

Sincerely,



Cheryl Thomas
Legal Administrative Assistant
to Philip A. Diamond

/cat
Enclosures

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION
OF
SUGARCREEK CAPITAL, LLC
A FLORIDA LIMITED LIABILITY COMPANY

The undersigned (the "Member") acting as the organizer of Sugarcreek Capital, LLC, under the Florida Limited Liability Company Act, Chapter 608, Fla. Stat., adopts the following Articles of Organization:

ARTICLE 1
NAME

The name of the limited liability company is Sugarcreek Capital, LLC (the "Company").

ARTICLE 2
PURPOSES, POWERS AND CAPITAL CONTRIBUTIONS

A. Purposes. The Company is organized to acquire, own, develop, manage, rent, lease and sell real property. The Company is also organized for any other lawful purposes.

B. Powers. The Company shall have and may exercise all powers and rights which a limited liability company may exercise pursuant to Chapter 608, Fla. Stat., as the same may be amended from time to time.

C. Capital Contributions. The Members shall make capital contributions from time to time, as required by the Operating Agreement adopted by the Company.

ARTICLE 3
EFFECTIVE DATE

These articles shall be effective upon filing.

ARTICLE 4
INITIAL REGISTERED AGENT, AND REGISTERED OFFICE ADDRESS
AND PRINCIPAL PLACE OF BUSINESS

A. Initial Registered Agent and Office. The initial registered agent for the Company to receive service of process is John W. DuBrule. The street address of the Company's initial registered agent is 201 South Orange Avenue, Suite 1510, Orlando, Florida 32801.

B. Mailing Address of Business. The mailing address of the Company is 201 South Orange Avenue, Suite 1510, Orlando, Florida 32801.

C. Principal Place of Business. The Company's principal place of business is 201 South Orange Avenue, Suite 1510, Orlando, Florida 32801.

ARTICLE 5
MANAGERS

The business of the Company shall be managed by one or more Managers chosen in the manner prescribed by the Company's Operating Agreement. The exact number of Managers will be prescribed in the Company's Operating Agreement. Managers may be, but are not required to be Members of the Company. A Manager shall have the power and authority to act on behalf of the Company as provided in Chapter 608, Fla. Stat., as the same may be amended from time to time, and as further provided in the Operating Agreement of the Company. The names and business addresses of the initial Managers of the Company until the first annual meeting of the Members, or until their successors are elected and qualified, are:

John W. DuBrule
201 South Orange Avenue
Suite 1510
Orlando, Florida 32801

Charles N. Watson
201 South Orange Avenue
Suite 1510
Orlando, Florida 32801

ARTICLE 6
NON-LIABILITY AND INDEMNIFICATION

A. Non-Liability. A Manager of this Company shall not be personally liable to the Company or its Members for monetary damages for breach of fiduciary duty as a Manager, except for liability (i) for a breach of the Manager's duty of loyalty to the Company or its Members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) for a transaction from which the Manager derived an improper personal benefit, or (iv) under §608.4229, Fla. Stat., (or any similar provision of any subsequent law enacted in Florida).

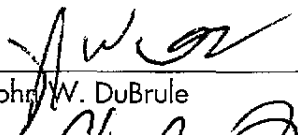

B. Indemnification. Each individual or entity who is or was a Manager of the Company (and the heirs, executor, personal representatives, administrators, successors or assigns of such individual or entity) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Manager of the Company ("Indemnitee"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in this Article, the Indemnitee shall also be entitled to have paid directly by the Company the expenses reasonably incurred in defending any such proceeding against such Indemnitee in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended. The Company may, by action of the Manager, provide indemnification to such of the officers, employees and agents of the Company to such extent and to such effect as the Manager shall determine to be appropriate and authorized by applicable law. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization or Operating

Agreement of the Company, agreement, vote of Members or otherwise. Any repeal or amendment of this Article by the Members of the Company shall not adversely affect any right or protection of a Manager or officer existing at the time of such repeal or amendment.

ARTICLE 7
ADOPTION OF OPERATING AGREEMENT


The Company shall adopt an Operating Agreement for the Company, which Operating Agreement may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with these Articles of Organization, or Chapter 608, Fla. Stat.

IN WITNESS WHEREOF, the undersigned Members have executed these Articles of Organization as of this 15 day of April, 2004.


John W. DuBrule

Charles N. Watson

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

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 relative 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.


John W. DuBrule

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TALLAHASSEE, FLORIDA