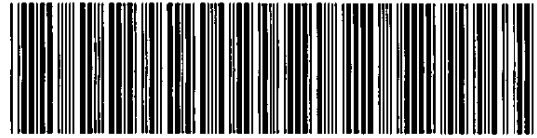


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CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

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FILING COVER SHEET
ACCT. #FCA-14

CONTACT: TRACY SPEAR

DATE: 07/26/07

REF. #: 001500.72107

CORP. NAME: SHOPPES OF MAITLAND, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input checked="" type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 522252 FOR \$ 85.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY - NEED TWO | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
SHOPPES OF MAITLAND, LLC**
(Filed in Accordance with FS 608.411)

FILED
07 JUL 26 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I
NAME

The name of this limited liability company (the "Company") is **SHOPPES OF MAITLAND, LLC, a Florida Limited Liability Company** and its mailing address is 7505 W Sand Lake Road, Orlando, FL 32819, and the principal place of business of the Company shall be located at 7505 W Sand Lake Road, Orlando, FL 32819.

ARTICLE II
COMMENCEMENT OF COMPANY EXISTENCE

This Company shall commence existence on the date of signing these Articles of Organization and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE III
SINGLE PURPOSE PROVISIONS; POWERS

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern until such time as the Company's obligations under the Loan Documents (the "Obligations") is paid in full:

- a. The sole purpose of the Company shall be, to acquire, own, hold, maintain, and operate that certain property located at **400 S. Orlando Avenue, Maitland, Florida** (the "Property"), together with such other activities as may be necessary or advisable in connection with the ownership of the Property. The Company shall not engage, in any business, and it has and shall have no purpose, unrelated to the Property. The Company shall not own and shall not acquire, any real property or own assets other than those related to the Property and/or otherwise in furtherance of the limited purposes of the Company.
- b. Neither the Company, nor any manager or managing member (a "Controlling Entity") of the Company, as applicable, shall have the authority to perform any act in respect of the Company in violation of any (a) applicable laws or regulations or (b) any agreement between the Company and Lender (including, without limitation, the Loan Documents).
- c. The Company shall not:

- (i) make any loans to the holder (directly or indirectly) of any equity interests in the Company (collectively, the "Equity Holders"), any Affiliate (as defined below) of the Company or of any Equity Holders;
 - (ii) except as expressly permitted by the Lender in writing, sell, encumber (except with respect to the Lender) or otherwise transfer or dispose of all or substantially all of the properties of the Company (a sale or disposition will be deemed to be "all or substantially all of the properties of the Company" if the sale or disposition includes the Property or if the total value of the properties sold or disposed of in such transaction and during the twelve months preceding such transaction is sixty six and two thirds percent (66-2/3%) or more in value of the Company's total assets as of the end of the most recently completed fiscal year of the Company);
 - (iii) to the fullest extent permitted by law, dissolve, wind-up, or liquidate the Company;
 - (iv) merge, consolidate or acquire all or substantially all of the assets of an Affiliate of same or other person or entity;
 - (v) change the nature of the business conducted by the Company; or
 - (vi) except as permitted by the Lender in writing, amend, modify or otherwise change the Organizational Documents (as defined below) of the Company (which approval, after a Secondary Market Transaction (as defined in the Loan Documents) with respect to the Loan, may be conditioned upon Lender's receipt of confirmation from each of the applicable Rating Agencies (as defined in the Loan Documents) that such amendment, modification or change would not result in the qualification, withdrawal or downgrade of any securities rating).
- d. The Company shall not, and no Equity Holder or other person or entity on behalf of the Company shall, without the prior written affirmative vote of one hundred percent (100%) of the members of the Company: (1) institute proceedings to be adjudicated bankrupt or insolvent; (2) consent to the institution of bankruptcy or insolvency proceedings against it; (3) file a petition seeking, or consenting to, reorganization or relief under any applicable federal or state law relating to bankruptcy; (4) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property; (5) make any assignment for the benefit of creditors; (6) admit in writing its inability to pay its debts generally as they become due or declare or effect a moratorium on its debts; or (7) take any action in furtherance of any such action ((1) through (7) above, with respect to any individual or entity, collectively, a "Bankruptcy Action").
- e. The Company shall have no indebtedness or incur any liability other than (1) unsecured debts and liabilities for trade payables and accrued expenses incurred in the ordinary course of its business of operating the Property, provided, however, that such unsecured indebtedness or liabilities (y) are in amounts that are normal and reasonable under the circumstances, but in no event to exceed three percent (3%) of the original principal

amount of the Loan and (z) are not evidenced by a note and are paid when due, but in no event for more than sixty (60) days from the date that such indebtedness or liabilities are incurred and (2) the Obligations. No indebtedness other than the Loan shall be secured (senior, subordinated or pari passu) by the Property.

- f. A Bankruptcy Action by or against any member of the Company, as applicable, shall not cause such member of the Company to cease to be a member of the Company and upon the occurrence of a Bankruptcy Action, the Company shall continue without dissolution. Additionally, to the fullest extent permitted by law, if any member of the Company ceases to be a member of the Company, such event shall not terminate the Company and the Company shall continue without dissolution.
- g. The Company shall at all times observe the applicable legal requirements for the recognition of the Company as a legal entity separate from any Equity Holders or Affiliates of the Company or of any Equity Holder, including, without limitation, as follows:
 - (i) The Company shall either (a) maintain its principal executive office and telephone and facsimile numbers separate from that of any Affiliate of the Company or of any Equity Holder and shall conspicuously identify such office and numbers as its own, or (b) shall allocate by written agreement fairly and reasonably any rent, overhead and expenses for shared office space. Additionally, the Company shall use its own separate stationery, invoices and checks that reflect its name, address, telephone number and facsimile number.
 - (ii) The Company shall maintain correct and complete financial statements, accounts, books and records and other entity documents separate from those of any Affiliate of the Company or of any Equity Holder or any other person or entity. The Company shall prepare unaudited quarterly and annual financial statements, and the Company's financial statements shall substantially comply with generally accepted accounting principles.
 - (iii) The Company shall maintain its own separate bank accounts, payroll and correct, complete and separate books of account.
 - (iv) The Company shall file or cause to be filed its own separate tax returns.
 - (v) The Company shall hold itself out to the public (including any of its Affiliates' creditors) under the Company's own name and as a separate and distinct entity and not as a department, division or otherwise of any Affiliate of the Company or of any Equity Holder.
 - (vi) The Company shall observe all customary formalities regarding the existence of the Company, including holding meetings and maintaining current and accurate minute books separate from those of any Affiliate of the Company or of any Equity Holder.
 - (vii) The Company shall hold title to its assets in its own name and act solely in its own name and through its own duly authorized officers and agents. No Affiliate of the Company or of any Equity Holder shall be appointed or act as

agent of the Company, other than as a property manager or leasing agent with respect to the Property.

- (viii) Investments shall be made in the name of the Company directly by the Company or on its behalf by brokers engaged and paid by the Company.
- (ix) Except as required by Lender, the Company shall not guarantee, pledge or assume or hold itself out or permit itself to be held out as having guaranteed, pledged or assumed any liabilities or obligations of any Equity Holder or any Affiliate of the Company, nor shall it make any loan, except as permitted in the Loan Documents.
- (x) The Company is and will be solvent.
- (xi) Assets of the Company shall be separately identified, maintained and segregated. The Company's assets shall at all times be held by or on behalf of the Company and if held on behalf of the Company by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by the Company. This restriction requires, among other things, that (i) funds of the Company shall be deposited or invested in the Company's name, (ii) funds of the Company shall not be commingled with the funds of any Affiliate of the Company or of any Equity Holder, (iii) the Company shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliate of the Company or of any Equity Holder, and (iv) funds of the Company shall be used only for the business of the Company.
- (xii) The Company shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate of the Company or of any Equity Holder.
- (xiii) The Company shall pay or cause to be paid its own liabilities and expenses of any kind, including but not limited to salaries of its employees, only out of its own separate funds and assets.
- (xiv) The Company shall at all times be adequately capitalized to engage in the transactions contemplated at its formation.
- (xv) The Company shall not do any act which would make it impossible to carry on the ordinary business of the Company.
- (xvi) All data and records (including computer records) used by the Company or any Affiliate of the Company in the collection and administration of any loan shall reflect the Company's ownership interest therein.
- (xvii) No funds of the Company shall be invested in securities issued by, nor shall the Company acquire the indebtedness or obligation of, an Affiliate of the Company or of an Equity Holder.

- (xviii) The Company shall maintain an arm's length relationship with each of its Affiliates and may enter into contracts or transact business with its Affiliates only on commercially reasonable terms that are no less favorable to the Company than is obtainable in the market from a person or entity that is not an Affiliate of the Company or of any Equity Holder.
 - (xix) The Company shall correct any misunderstanding that is known by the Company regarding its name or separate identity.
- h. Any indemnification obligation of the Company to the holder of any equity interest in the Company shall (1) be fully subordinated to the Loan and (2) not constitute a claim against the Company or its assets until such time as the Loan has been indefeasibly paid in accordance with its terms and otherwise has been fully discharged (or has been defeased in accordance with the Loan Documents).
- i. The Company shall cause the Organizational Documents of the Company to include, at all times, requirements substantially similar to the foregoing, in a manner satisfactory to Lender.
- j. As used in this Section 3.1:

"Affiliate" means any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a specified person or entity. For purposes of the definition of "Affiliate", the terms "control", "controlled", or "controlling" with respect to a specified person or entity shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (x) the outstanding shares of any class of voting securities or (y) beneficial interests, of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the general partner(s) or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.

"Constituent Entity" shall mean, with respect to any entity, (i) with respect to any limited partnership, (x) any general partner of such limited partnership and (y) any limited partner of such partnership which owns (or is owned by any person or entity owning, holding or controlling, directly or indirectly) the right to receive 50% or more of the income, distributable funds or losses of such partnership; (ii) with respect to any general partnership or joint venture, any partner or venturer in such general partnership or joint venturer; (iii) with respect to any corporation, (x) any officer or director of such corporation, and (y) any person or entity which owns or controls 50% or more of any class of stock of such corporation; (iv) with respect to any limited liability company, (x) any manager of such limited liability company, (y) any managing member of such limited liability company, or the sole member of any limited liability company having only one (1) member, and (z) any non-managing member of such limited liability company which owns (or is owned by any person or entity owning, holding or controlling, directly or indirectly) the right to receive 50% or more of the income, distributable funds or losses of such limited liability company; (v) any person or entity which controls any

entity described in any of clauses (i) through (iv) of this definition; and (vi) any entity which is a "Constituent Entity" with respect to an entity which is a "Constituent Entity" of the subject entity. For all purposes of this Mortgage unless expressly noted, "control" and "controlled by" shall have the meanings assigned to them in Rule 405 under the Securities Act of 1933, as amended. For the purposes of clause (vi) of the definition of Constituent Entity, if entity "B" is a Constituent Entity of entity "A", then any Constituent Entity of "B" shall be deemed to be a Constituent Entity of any entity of which "A" is a Constituent Entity.

"Loan Documents" shall mean, collectively, the Consolidated, Amended and Restated Promissory Note, Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement, Indemnity and Guaranty Agreement, Hazardous Substances Indemnity Agreement; and such other agreements, documents and instruments, together with any and all renewals, amendments, extensions and modifications thereof, entered into by the Company and/or any other signatories thereto, in connection with that certain loan in the approximate amount of **\$9,800,000.00** (the "Loan") made by CIBC Inc., together with its successors and assigns (the "Lender") to the Company.

"Organizational Documents" shall mean, with respect to the Company, the documents used to form the Company and provide for its governance, as the same may be amended from time to time, including, without limitation, the articles of organization and the operating agreement.

"Members" shall mean Charles Whittall.

ARTICLE IV **INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of this Company shall be located at 7505 W Sand Lake Road, Orlando, FL 32819, and the initial registered agent of this Company at that address shall be **Charles Whittall**. The Company may change its registered agent or the location of its registered office, or both, from time to time without amendment of these articles of organization.

ARTICLE V **MANAGEMENT**

The Management or conduct of the business and affairs of the Company is reserved to the members, and the name and street address of the initial Managing Member is:

Charles Whittall
7505 W Sand Lake Road

Orlando, FL 32819

ARTICLE VI
OPERATING AGREEMENT

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

ARTICLE VII
ADMISSION OF NEW MEMBERS

Additional Members may be admitted from time to time on such terms and conditions as are set forth in the Operating Agreement of the Company.

ARTICLE VIII
DEATH, RETIREMENT, RESIGNATION, BANKRUPTCY, EXPULSION,
DISSOLUTION OF MEMBER

In the event of the death, retirement, resignation, bankruptcy, expulsion or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, the remaining Members may continue the business of the Company as provided in the Operating Agreement of the Company.

ARTICLE IX
AMENDMENT

This Company reserves the right to amend or repeal any provisions contained in these articles of organization, or any amendment hereto, and any right conferred upon the Members is subject to this reservation.

ARTICLE X
HEADINGS AND CAPTIONS

The headings or captions of these various articles of organization are inserted for convenience and none of them shall have any force or effect, and the interpretation of the various articles shall not be influenced by any of said headings or captions.

IN WITNESS WHEREOF, the undersigned does hereby make and file these articles of organization, declaring and certifying that the facts stated herein are true, this ²⁸ ~~of~~ **July 2007**.



Charles Whittall, Managing Member

**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE
SERVICE OF PROCESS WITHIN FLORIDA AND REGISTERED
AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Sections 48.091 and 608.415, Florida Statutes, the following is submitted:

Shoppes of Maitland, LLC (the "Company"), desiring to organize as a limited liability company under the laws of the State of Florida, has named and designated **Charles Whittall** as its Registered Agent to accept service of process within the State of Florida with its registered office located at 7505 W Sand Lake Road, Orlando, FL 32819.

ACKNOWLEDGMENT

Having been named as Registered Agent for the Company at the place designated in this Certificate, I hereby agree to act in this capacity; and I am familiar with and accept the obligations of Sections 608.415 and 607.0505, Florida Statutes, as the same may apply to the Company; and I further agree to comply with the provisions of Florida Statutes, Section 48.091 and all other statutes, all as the same may apply to the Company relating to the proper and complete performance of my duties as Registered Agent.

Dated this ^{21st} day of **July 2007**.



Charles Whittall