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# CAPITAL CONNECTION, INC.

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785 N. Wickham LLC

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- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
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- ☐ Driving Record
- ☐ UCC 1 or 3 File
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- ☐ UCC 11 Retrieval
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**AMENDED  
ARTICLES OF ORGANIZATION  
OF  
785 N. WICKHAM, L.L.C.**

**FILED**  
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TALLAHASSEE, FLORIDA

These AMENDED Articles of Organization are made for the purpose of organizing a Florida Limited Liability Company under the Florida Limited Liability Company Act (Florida Statutes Chapter 608).

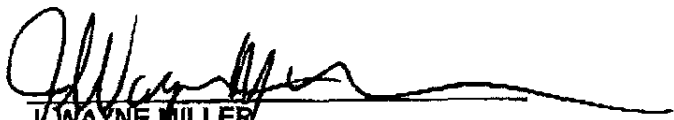
1. **Name.** The name of this limited liability company is 785 N. Wickham, L.L.C. ("Company").
2. **Duration.** The Company shall exist from the date of filing these Articles with the Department of State until the occurrence of any of the events specified in Florida Statutes Section 608.441, unless continued by the unanimous consent of all of the remaining members.
3. **Mailing Address and Street Address.** The Company's mailing address is 540 N. Highway 434, Suite 530, Altamonte Springs, Florida. The Company's street address is 540 N. Highway 434, Suite 530, Altamonte Springs, Florida 32714.
4. **Registered Agent and Office.** The name of the initial registered agent of the Company is J. Wayne Miller. The street address of the initial registered agent of the Company is 540 N. Highway 434, Suite 530, Altamonte Springs, Florida 32714.
5. **Additional members.** Additional members to the Company may be admitted, but only if all the current members agree to the admission of the additional members and to the terms of admission.
6. **Termination of Membership.** If a member of the Company dies, retires, resigns, is expelled, is dissolved, experiences bankruptcy, or upon the occurrence of any other event which terminates the continued membership of a member in the Company, the remaining members may, by unanimous written agreement, continue the business of the Company.
7. **Management of the Company.** The management of the limited liability company is reserved to the members. The following persons will initially be managing members:  
  
**Name and Address**  
  
J. Wayne Miller, 540 N. Highway 434, Suite 530, Altamonte Springs, Florida 32714.  
  
Mark C. Arnold, 1665 Kersley Circle, Heathrow, Florida 32746.
8. **Regulations.** The members shall have the power to adopt, alter, amend, or repeal regulations of the Company containing provisions for the regulation and management of the affairs of the Company.
9. **Date of Existence of the Company.** The existence of the Company shall commence on the date of filing the Articles of Organization by the Florida Department of State.
10. **Single Purpose Entity Bankruptcy Remote Covenants.**  
  
Covenants with Respect to Indebtedness; Operations and Fundamental Changes of the Limited Liability Company. 785 N. Wickham, LLC, a Florida Limited Liability Company, has entered into and received certain financing (the "Financing") from Column Financial, Inc. (together with its successors and assigns, the "Lender"), which Financing is secured by a first mortgage lien on certain real and other property located at 785 N. Wickham

Road, Melbourne, Florida (the "Property"). With respect to the Financing and the Property the LLC:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the Company or any affiliate of any such general partner, principal, or member of the Company, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;
- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Company, or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the [Corporation]'s, or any such partner's, member's or shareholders's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);
- (k) will file its own tax returns;
- (l) will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Company;
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

- (o) will not commingle the funds and other assets of the Company with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and will 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 or any other person;
- (q) has, and any general partner or operating member of the Company has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Company, the Company shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

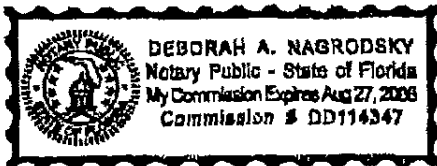
The undersigned executed these Amended Articles of Organization effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

  
J. WAYNE MILLER

  
MARK C. ARNOLD

STATE OF FLORIDA  
COUNTY OF Brevard

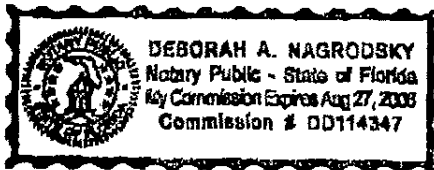
The foregoing instrument was acknowledged before me, this 19 day of JANUARY, 2006 by J. WAYNE MILLER, who ( ) is personally known to me or who ☒ has produced FL. DR. LIC. as identification.



Deborah A. Nagrodsky  
Notary Public  
Print Name: Deborah A. Nagrodsky  
My Commission Number: DD114347  
My Commission Expires: 8/27/06

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me, this 19 day of JANUARY, 2006 by MARK C. ARNOLD, who ( ) is personally known to me or who ☒ has produced FL. DR. LIC. as identification.

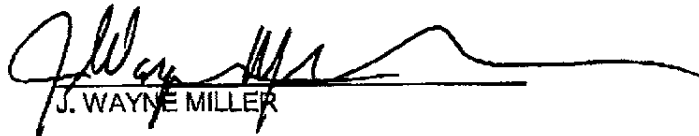


Deborah A. Nagrodsky  
Notary Public  
Print Name: Deborah A. Nagrodsky  
My Commission Number: DD114347  
My Commission Expires: 8/27/06

**ACCEPTANCE OF REGISTERED AGENT**

Having been named in Paragraph 4 as Registered Agent to accept service of process for this Limited Liability Company at the place designated in Paragraph 4, 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.

Dated: 19 day of Jan, 2006.

  
J. WAYNE MILLER