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FLORIDA/FOREIGN LIMITED LIABILITY CO.

Safid Mountain, L.L.C.

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SECRETARY OF STATEMS

ARTICLES OF ORGANIZATION

OF.

SAFID MOUNTAIN, L.L.C.

These ARTICLES OF ORGANIZATION of SAFID MOUNTAIN, L.L.C. (the "Company") are being filed to form a limited liability company under the Florida Limited Liability Company Act (Florida Statutes Section 608.401 et seq.).

ARTICLE I - NAME AND MANAGEMENT

The name of the limited liability company is SAFID MOUNTAIN, L.L.C. Pursuant to Section 608.407, F.S. this shall be a Member-Managed entity. Until amended, the Managing Member is ASMARI, INC.

ARTICLE II - ADDRESS

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

6135 Youngerman Circle Jacksonville, FL 32244

ARTICLE III - PURPOSE

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

- (a) To acquire parcels of real property, together with all improvements located thereon, in the City of Jacksonville, State of Florida, with a physical address of 6135 Youngerman Circle, Jacksonville, Florida 32244 (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 accomplish the foregoing.

<u> ARTICLE IV - CERTAIN PROHIBITED ACTIVITIES</u>

For so long as any mortgage lien (the "First Mortgage") in favor of COLUMN FINANCIAL, INC., a Delaware corporation (together with its successors and assigns, the "Mortgagee"), exists on any portion of the Property, the Company shall not incur, assume, or guaranty any other indebtedness other than the debt secured by the First Mortgage and such other indebtedness as is permitted to be incurred under the First Mortgage. For so long as the First Mortgage exists on any portion of the

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Property, the Company shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any other entity. For so long as the First Mortgage exists on any portion of the Property, the other Company will 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 the Members. For so long as the First Mortgage exists on any portion of the Property, no amendment to these articles of organization or to the Company's Operating Agreement may be made without first obtaining approval of the Mortgagee."

ARTICLE V - INDEMNIFICATION

Any indemnification shall be fully subordinated to any obligations respecting the Property (including, without limitation, amounts owed under the First Mortgage) and such indemnification shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

ARTICLE VI - SEPARATENESS COVENANTS

Notwithstanding any other provision of these Articles to the contrary, the Company shall not:

- (i) dissolve or liquidate, in whole or in part;
- (ii) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;
- (iii) amend or cause to be amended this Agreement with respect to changing the sole purpose of the Company or the separateness covenants contained herein; or,
- (iv) take any action that might cause the Company to become insolvent.

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

- (a) maintain books and records separate from any other person or entity;
- (b) maintain its bank accounts separate from any other person or entity:
- (c) not commingle its funds and other assets with those of any other person or entity and hold all of its assets in its own name;
- (d) file its own tax returns:

- (e) 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 or entity;
- (f) not do any act which would make it impossible to carry its ordinary business;
- (g) conduct its own business in its own name;
- (h) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- (i) pay its own liabilities and expenses only out of its own funds;
- as appropriate for the organizational structure of the Corporation and the Partnership, observe all corporate and other organizational formalities;
- (k) maintain an office through which its business will be conducted separate and apart from those of its affiliates and maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
- (1) pay the salaries of its own employees from its own funds;
- (m) maintain a sufficient number of employees in light of its contemplated business operations;
- (n) not guarantee or become obligated for the debts of any other entity or person;
- not hold out its credit as being available to satisfy the obligations of any other person or entity;
- (p) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;
- (q) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for each and investment-grade securities);
- (r) allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- (s) use separate stationery, invoices and checks bearing its own name;
- (t) not pledge its assets for the benefit of any other person or entity;
- (u) hold itself out as a separate entity;

- (v) correct any known misunderstanding regarding its separate identity;
- (w) not identify itself as a division or part of any other person or entity;
- (x) maintain adequate capital in light of its contemplated business operations;
- (y) be and remain solvent and pay its debt from its assets as the same shall become due;
- (z) conduct and operate its business as presently conducted and operated;
- (aa) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or other evidence of beneficial ownership of, any entity; and
- (bb) not hold title to the Company's assets other than in the Company's name.

For purpose of this Article VI, the following terms shall have the following meanings:

"affiliate" means any Person that, directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with, or owns a greater than fifteen percent (15%) interest in the specified Person (the term "control" for this purpose, shall mean the ability, whether by the ownership of shares or other equity interest, by contract or otherwise, to elect a majority of the directors of a corporation, independently to select the managing partner of a partnership or a manager of a limited liability company, or otherwise to have the power independently to remove and then select a majority of those Persons exercising governing authority over an entity, and control shall be conclusively presumed in the case of the direct or indirect ownership of 50% or more of the equity interests); and (ii) 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.

"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 VII - DISSOLUTION

Notwithstanding any provision hereof to the contrary, the following shall govern: 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 Mortgagee. The Mortgagee may continue to exercise all of its rights under the existing security agreement or mortgage until the debt underlying the First Mortgage has been paid in full or otherwise completely discharged.

ARTICLE VIII - VOTING

For so long as the First Mortgage exists on any portion of the Property and notwithstanding any provision hereof to the contrary, the following shall govern: 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.

Notwithstanding any other provision of these Articles to the contrary, the unanimous consent of all members is required for the Company to:

- (a) institute proceedings to be adjudicated bankrupt or insolvent;
- (b) consent to the institution of bankruptcy or insolvency proceedings against it;
- (c) file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy;
- (d) seek or consent to the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any other similar official of the Company or a substantial part of its properties;
- (e) make any assignment for the benefit of creditors;
- (f) admit in writing its inability to pay its debts generally as they become due;
- otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;
- (h) take any action in furtherance of any of the preceding actions:
- (i) engage in transactions with affiliates; or
- (j) except as otherwise provided herein, amend the organizational documents of the Company.

Notwithstanding any other provision of these Articles to the contrary, so long as the First Mortgage loan is outstanding, no partner/member of the Company may transfer any direct or indirect ownership interest in the Company such that any transferce and/or transferces owns (in the aggregate) more than 49% interest in the Company (or such other interest as specified in the Mortgage) without the prior written consent of Mortgagee.

REGISTERED AGENT, REGISTERED OFFICE, & REGISTERED AGENT'S SIGNATURE

The name and the Florida street address of the registered agent are:

Robert M. Morgan Ford, Bowlus, Duss, Morgan, Kenney, Safer & Hampton, P.A. 10110 San Jose Boulevard Jacksonville, FL 32257

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.

Registe<u>re</u>d Agent's Signature

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this

day of June, 2006.

Authorized Representative of Member

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

ert M. Morgan