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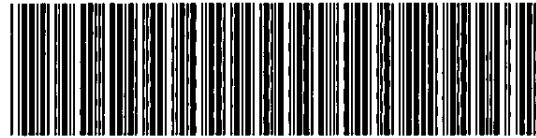
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TALLAHASSEE, FLORIDA

BK 12/18



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 364875 4339845

AUTHORIZATION :

COST LIMIT : \$ 125.00

FILED  
07 DEC 18 PM 2:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ORDER DATE : December 17, 2007

ORDER TIME : 4:46 PM

ORDER NO. : 364875-005

CUSTOMER NO: 4339845

DOMESTIC FILING

NAME: 407A CONDOMINIUM ASSOCIATES,  
LLC

EFFECTIVE DATE:

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Doreen Wallace - EXT. 2928

EXAMINER'S INITIALS: \_\_\_\_\_

**ARTICLES OF ORGANIZATION  
OF  
407A CONDOMINIUM ASSOCIATES, LLC**

**FILED**  
07 DEC 18 PM 2:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, acting as the authorized representative of a limited liability company under the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, as from time to time amended (the "Act"), hereby adopts these Articles of Organization for 407A Condominium Associates, LLC (the "Company"):

**ARTICLE I.**

**Name**

The name of the Company is 407A Condominium Associates, LLC.

**ARTICLE II.**

**Address and Place of Business**

The mailing and street address for the Company's principal office is 14388 Eagle Pointe Drive, Clearwater, Florida 33762.

**ARTICLE III.**

**Registered Office and Registered Agent**

The street address of the initial registered office of the Company in the State of Florida is 14388 Eagle Pointe Drive, Clearwater, Florida 33762. The name of the initial registered agent of the Company at the registered office is David F. Walker.

**ARTICLE IV.**

**Purpose**

The purposes of the Company shall be to conduct any and all lawful business and activities for which limited liability companies may be organized under the Act.

**ARTICLE V.**

**Duration**

Unless sooner dissolved in accordance with the Company's Operating Agreement or the Act, the duration of the Company shall be perpetual.

## ARTICLE VI.

### Manager Management

The Company is to be managed by one (1) or more Managers in accordance with the Company's Operating Agreement and the Act.

## ARTICLE VII.

### Operating Agreement

The Operating Agreement may be repealed or altered only in the manner now or hereafter prescribed therein, consistent with the laws of the State of Florida.

## ARTICLE VIII.

### Right to Continue Business

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall not automatically cease and the Company shall not be dissolved automatically, but only by a unanimous consent of the remaining Members or otherwise in accordance with the Operating Agreement of the Company.

## ARTICLE IX.

### Restrictions on Transfer

No Member of the Company may transfer the Member's interest in the Company except in accordance with the provisions of its Operating Agreement and the Act.

## ARTICLE X.

### Indemnification

(a) To the greatest extent not inconsistent with the laws and public policies of Florida the Company must indemnify any Member, Manager, or Authorized Representative (any such Member, Manager, or Authorized Representative and any responsible officers, partners, shareholders, members, directors, or managers of such Member, Manager or Authorized Representative that is an entity, hereinafter is referred to as the "indemnified person") made a party to any proceeding because such person is or was a Member, Manager, or Authorized Representative (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all liability incurred by the person in connection with any proceeding; provided that it must be determined in the specific case in accordance with paragraph (d) of this Article X that indemnification of the person is permissible in the circumstances because the person has met the standard of conduct for indemnification set forth in paragraph (c) of this Article X. The Company shall pay for or reimburse the reasonable expenses incurred by the person in connection with any such proceeding in advance of final

disposition thereof if (i) the person furnishes the Company a written affirmation of the person's good faith belief that he, she or it has met the standard of conduct for indemnification described in paragraph (c) of this Article X, (ii) the person furnishes the Company a written undertaking, executed personally or on the person's behalf, to repay the advance if it is ultimately determined that the person did not meet that standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article X. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the person subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company must indemnify a person who is wholly successful, on the merits or otherwise, in defending any such proceeding, as a matter of right, against reasonable expenses incurred by the person in connection with the proceeding without the requirement of a determination as set forth in paragraph (c) of this Article X. Upon demand by a person for indemnification or advancement of expenses, as the case may be, the Company must expeditiously determine whether the person is entitled thereto in accordance with this Article X. The indemnification and advancement of expenses provided for under this Article X applies to any proceeding arising from acts or omissions occurring before or after the adoption of this Article X.

(b) The Company may indemnify any person who is or was an employee or agent of the Company to the same extent as if the person was an indemnified person as defined in paragraph (a) of this Article X.

(c) Indemnification of a person is permissible under this Article X only if (i) the person conducted himself, herself, or itself in good faith, (ii) the person reasonably believed that his, her, or its conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, the person had no reasonable cause to believe his, her or its conduct was unlawful. Indemnification is not permissible against liability to the extent such Liability is the result of the person's willful misconduct, recklessness, violation of the Company's Operating Agreement, or any improperly obtained financial or other benefit to which the person was not legally entitled. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the person did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of Expenses is permissible must be made by a majority of interest of the Members (excluding any interested Member); or (ii) independent special legal counsel selected in accordance with (d)(i) above.

(e) Any person who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a Proceeding in which the person is wholly successful, on the merits or otherwise, the person is entitled to indemnification under this Article X, in which case the court should order the Company to pay the person his, her, or its reasonable expenses incurred to obtain such court ordered indemnification; or

(ii) The person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the person met the standard of conduct set forth in paragraph (c) of this Article X.

(f) Nothing contained in this Article X limits or precludes the exercise of any right under the law, by contract, or otherwise, relating to indemnification of or advancement of expenses to any such person or any person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article X limits the ability of the Company to otherwise indemnify or advance expenses to any person. The intent of this Article X to provide indemnification to such a person to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article X. If indemnification is required under this Article X, indemnification must be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including negligence, breach of duty, waste, breach of contract (except to the extent the claim relates to the Operating Agreement or a contract between the Company and that Member or Manager), breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(g) For purposes of this Article:

(i) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement, or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Article X, applicable law, or otherwise.

(ii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(iii) The term "party" includes a person who was, is or is threatened to be made a defendant or respondent in a proceeding.

(iv) The term "proceeding" means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

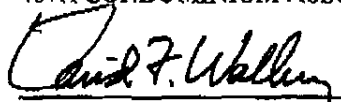
(h) The Company may purchase and maintain insurance for its benefit, the benefit of any person who is entitled to indemnification under this Article X, or both, against any liability asserted against or incurred by such person in any capacity or arising out of such person's service with the Company, whether or not the Company would have the power to indemnify such person against such liability.

ARTICLE XIAcknowledgment

The Members of the Company, through their undersigned Authorized Representative, do hereby certify that the foregoing constitutes the proposed Articles of Organization of 407A Condominium Associates, LLC. These Articles of Organization may be amended from time to time by consent of the Members holding a majority of the voting interests of the Company, or otherwise in the manner now or hereafter prescribed in the Operating Agreement of the Company, consistent with the laws of the State of Florida.

IN WITNESS WHEREOF, these Articles of Organization have been executed by the undersigned, as Authorized Representative of the Company, this 17<sup>th</sup> day of December, 2007.

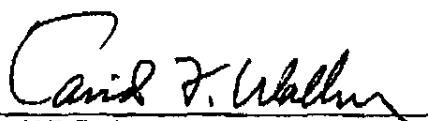
407A CONDOMINIUM ASSOCIATES, LLC

 AUTHORIZED  
David F. Walker, Authorized Representative  
REPRESENTATIVE

ACCEPTANCE BY REGISTERED AGENT

Having been appointed the registered agent of 407A Condominium Associates, LLC the undersigned accepts such an appointment, agrees to act in such capacity and accepts the obligations proposed by Section 608.415 of the Florida Limited Liability Company Act.

Executed this 17<sup>th</sup> day of DECEMBER, 2007.

  
David F. Walker

This instrument prepared by Kristine J. Bouaichi, ICE MILLER LLP, One American Square, Suite 3100, Indianapolis, Indiana, 46282-0200.