

**CORPORATE  
ACCESS,  
INC.**

**L980000001415**

1116-D Thomasville Road . Mount Vernon Square . Tallahassee, Florida 32303

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1.) **Atlanta TAYLOR LLC**  
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**SPECIAL INSTRUCTIONS**

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DIVISION OF CORPORATION  
TALLAHASSEE, FLORIDA**

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FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

August 17, 1998

CORPORATE ACCESS, INC.

TALLAHASSEE, FL

SUBJECT: ATLANTA TAYLOR LLC  
Ref. Number: L98000001415

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CLERK OF SUPERIOR COURT  
TALLAHASSEE, FLORIDA

We have received your document for ATLANTA TAYLOR LLC and your check(s) totaling \$113.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

A statement that the document was duly executed and filed in accordance with section 608.411, Florida Statutes, must be contained in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6025.

Cathy A Mitchell  
Corporate Specialist

Letter Number: 798A00042536

FIRST AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
ATLANTA TAYLOR LLC

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I hereby file these First Amended and Restated Articles of Organization as an authorized representative of a member of the limited liability company formed pursuant to Articles of Organization filed with the Secretary of State of Florida on August 12, 1998, and the laws of the State of Florida. The said filed Articles of Organization are hereby amended to read as follows:

ARTICLE I  
NAME

The name of the limited liability company to be formed hereunder is "Atlanta Taylor LLC".

ARTICLE II  
DATE OF EXISTENCE AND PERIOD OF DURATION

This limited liability company shall begin existence effective the 10th day of August, 1998, and shall continue in perpetuity, unless sooner terminated in accordance with the Operating Agreement and any Regulations adopted by the members (collectively the "Operating Agreement").

ARTICLE III  
PURPOSES and LIMITATIONS

The purpose of the limited liability company is to engage in leasing, management, brokerage, development, equity ownership and other real estate related services and products, either on its own or in conjunction with others, as well as to conduct any other lawful activities mutually agreeable to the Members.

This limited liability company shall be governed and controlled by those certain Regulations entitled Bankruptcy Remote Governance Regulations attached hereto as Exhibit A and incorporated herein by reference the same as if fully set forth herein and in the event of any conflict between any of the provisions hereof and said Regulations, the provisions of said Regulations shall govern and supercede for limitations.

ARTICLE IV  
POWERS

The limited liability company shall have the power to take any and all lawful actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of its purposes.

ARTICLE V  
MAILING ADDRESS AND PLACE OF BUSINESS

The mailing address and place of business in Florida for the limited liability company is 2152-14th Circle North, St. Petersburg, FL 33713.

ARTICLE VI  
MANAGEMENT

The limited liability company shall be managed by a Board of Managers. The names and current addresses of the initial Board of Managers are as follows:

Tucker Aguirre  
2854 - Johnson Ferry Road, Suite 150  
Marietta, Georgia 30062

Larry Sertich  
2854 - Johnson Ferry Road, Suite 150  
Marietta, Georgia 30062

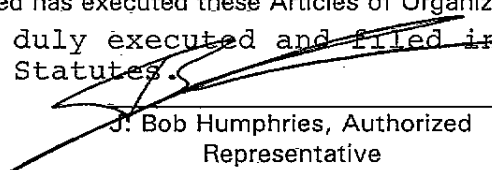
Clark H. Scherer III  
2152 14th Circle North  
St. Petersburg, FL 33713

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ARTICLE VII  
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the limited liability company's initial registered office in Florida is 501 E. Kennedy Blvd., Suite 1700, Tampa, Florida, 33602, and the name of its initial registered agent is J. Bob Humphries.

IN WITNESS THEREOF, the undersigned has executed these Articles of Organization this 14th day of August, 1998. This has been duly executed and filed in accordance with section 608.411, Florida Statutes.

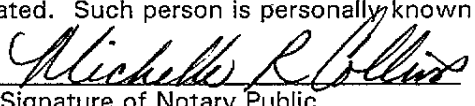
  
J. Bob Humphries, Authorized  
Representative

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14th day of August, 1998, by J. Bob Humphries, as the authorized representative of the members of Atlanta Taylor LLC, as his free act and deed for the uses and purposes therein stated. Such person is personally known to me.



MICHELLE R. COLLINS  
COMMISSION # CC581238  
EXPIRES SEP 02, 2000  
BONDED THROUGH  
ATLANTIC BONDING CO., INC.

  
Signature of Notary Public

Notary Commission Expiration Date  
(if not perpetual authority)

## EXHIBIT A

### Bankruptcy Remote Governance Regulations ATLANTA TAYLOR LLC (for NationsBank)

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The following Bankruptcy Remote Governance Regulations pursuant to Article III entitled Purposes and Limitations of the Amended and Restated Articles of Organization of Atlanta Taylor LLC filed with the Florida Secretary of State on August 17, 1998 are incorporated into and made a part of the Amended and Restated Articles of Organization of Atlanta Taylor LLC as if fully set forth therein.

#### 1. Limitation of Purpose

The purposes for which Atlanta Taylor LLC (the "Limited Liability Company") is organized is limited solely to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the property mortgaged to NationsBank, N.A., its successors and assigns (the "Lender"), (ii) entering into the Loan Agreement and other related documents with the Lender, (iii) refinancing the property mortgaged to Lender (the "Mortgaged Premises") in connection with a permitted repayment of the loan from Lender (the "Mortgage Loan") and (iv) transacting any and all other lawful business for which a Limited Liability Company may be organized under the laws of the State of Florida that are incident, necessary and appropriate to accomplish the foregoing.

#### 2. Indebtedness Prohibition

The Limited Liability Company may not incur indebtedness to third parties other than the Mortgage Loan from Lender and liabilities incurred in the ordinary course of business that are related to the ownership and operation of the Mortgaged Premises.

#### 3. Dissolution Prohibition

The Limited Liability Company is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets other than in the ordinary course of business for so long as the Mortgage Loan is outstanding.

#### 4. Affiliate Transactions

The Limited Liability Company is prohibited from entering into transactions with affiliates of the Limited Liability Company or its partners or affiliates except for transactions on an arm's length basis and on commercially reasonable terms.

5. Transfer Prohibitions

No transfer of any direct or indirect ownership interest in the Limited Liability Company may be made such that the transferee owns, in the aggregate with the ownership interest of its affiliates and family members in the Limited Liability Company, more than a forty-nine percent (49%) interest in the Limited Liability Company unless such transfer is conditioned upon the delivery of an acceptable non-consolidation opinion to the holder of the Mortgage Loan and to any applicable rating agency concerning, as applicable, the Limited Liability Company, the new transferee, and/or their respective owners.

6. Separateness Covenants

The Limited Liability Company is required:

- 6.1 To maintain its books and records separate from any other person or entity;
- 6.2 To maintain its bank accounts separate from any other person or entity;
- 6.3 Not to co-mingle its assets with those of any other persons or entities;
- 6.4 To hold all of its assets in its own name;
- 6.5 To conduct its own business in its own name;
- 6.6 To maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity and not to have its assets listed on the financial statement of any other entity;
- 6.7 To file its tax return separate from those of any other entity and not to file a consolidated federal income tax return with any other entity;
- 6.8 To pay its own liabilities and expenses only out of its own funds;
- 6.9 To observe all partnership organizational formalities;
- 6.10 To maintain an arms-length relationship with its affiliates and to enter into transactions with affiliates only on a commercially reasonable basis;
- 6.11 To pay the salaries of its employees only from its own funds;
- 6.12 To maintain a sufficient number of employees in light of contemplated business operations;
- 6.13 Not to guaranty or become obligated for the debts of any other entity or person;
- 6.14 Not to hold out its credit as being available to satisfy the obligations of any other person or entity;
- 6.15 Not to acquire the obligations or securities of its affiliates or owners, including members or equity owners, as appropriate; except as approved by Lender;
- 6.16 To not make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (other than

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- cash and investment-grade securities);
- 6.17 To allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by an employee of any affiliate;
  - 6.18 To use separate stationery, invoices, and checks bearing its own name;
  - 6.19 Not to pledge its assets for the benefit of any other person or entity, other than with respect to the Mortgage Loan;
  - 6.20 To hold itself out as a separate entity;
  - 6.21 To correct any known misunderstandings regarding a separate identity;
  - 6.22 To not identify itself as a division of any other person or entity; and
  - 6.23 To maintain adequate capital in light of its contemplated business operations.

## 7. Prohibition of Amendment

So long as the Mortgage Loan from Lender is outstanding, the Limited Liability Company and its Members are prohibited from amending the provisions specified in these Bankruptcy Remote Entity Regulations or the controlling provisions of the Regulations, Operating Agreement or Articles of Organization of the Limited Liability Company without the consent of the Lender, or, after the securitization of the Mortgage Loan only if the Limited Liability Company receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its assigns.

## 8. General Member Requirements

At least one Member of this Limited Liability Company, must be a special purpose entity which at all times complies with the requirements of the Lender as a special purpose entity.

- 8.1 Upon disassociation or withdrawal of the special purpose entity Member from this Limited Liability Company or the bankruptcy, insolvency or liquidation of the special purpose entity Member, the Limited Liability Company shall admit a new special purpose entity Member conforming to the requirements of the Lender;
- 8.2 If one or more Members in addition to the special purpose entity Member exists then the Limited Liability Company shall continue its existence (and not dissolve) for so long as a solvent Member exists and if no solvent Member exist a new special purpose entity Member, acceptable to Lender shall be immediately admitted to the Limited Liability Company prior to

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TAMPA, FLORIDA

termination or dissolution of the Limited Liability Company. . . .

9. Equity Ownership of Member

The special purpose entity Member shall at all times own at least one percent (1%) of the outstanding equity of the Limited Liability Company.

10. Unanimous Consent of All Members

The unanimous consent of all Members including the Special Purpose Member shall be required to:

- 10.1 File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings in the applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; seek or consent to the appointment of a receiver liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Limited Liability Company or a substantial portion of its property; make any assignment for the benefit of the Limited Liability Company's creditors; or take any action in furtherance of any of the foregoing.

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