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SECRETARY OF STATE
LAW OFFICES

JUL 12 PM 5:00

FILED

July 9, 1999

VIA UPS NEXT DAY AIR

Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: Premier Corporate Center, L.C.

Dear Sir or Madam:

Enclosed is our check for \$285.00, as well as an original and one copy of the following documents for filing with the State of Florida:

- 1. Articles of Organization;
2. Statement Designating Registered Agent and Office; and
3. Affidavit.

Please file stamp the copy enclosed and return to my office at the address above.

Thank you for your assistance in this matter. If you have any questions in regard to the enclosed, please do not hesitate to call me.

Sincerely,

Lawrence J. Bailin

LJB/blr
Enclosures
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Form with checkboxes: Availability, Document Examiner, Updater, Updater, Verifier, Acknowledgment, W. P. Verifier. Includes handwritten initials and a large stamp 'L99-4309'.

100002929381--7
-07/12/99-01140-006
****285.00 ****285.00

ARTICLES OF ORGANIZATION OF
PREMIER CORPORATE CENTER II, L.C.,
a Florida limited liability company

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99 JUL 12 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the Limited Liability Company shall be PREMIER CORPORATE CENTER II, L.C., and its principal office shall be located at c/o Ciminelli Development Company, Inc., 350 Essjay Road, Suite 101, Williamsville, New York 14221, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II

PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the Limited Liability Company is authorized to transact, shall be as follows:

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Limited Liability Company, is to engage solely in the following activities:

1. To acquire that certain parcel of real property known as Premier Corporate Center II, together with all improvements located thereon, located at 3930 Premier North Drive, in Hillsborough County, Florida (the "Property").
2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.
3. To exercise all powers enumerated in the Florida Limited Liability Company Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this Limited Liability Company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or interference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the Limited Liability Company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III

EXERCISE OF POWERS

All Limited Liability Company powers shall be exercised by or under the authority of, and the business and affairs of this Limited Liability Company shall be managed under the direction of, the members of this Limited Liability Company. This Article may be amended from time to time in the Operating Agreement and Regulations of the Limited Liability Company by a unanimous vote of the members of the Limited Liability Company.

ARTICLE IV

MANAGEMENT

Management of this Limited Liability Company is reserved to its members, whose names and addresses are as follows:

| | |
|--------------------|---|
| Frank L. Ciminelli | 4994 Strickler Rd., Clarence, NY 14031 |
| Paul F. Ciminelli | 89 Maynard Dr., Eggertsville, NY 14226 |
| John A. Ciminelli | 6350 Woodland Court, East Amherst, NY 14051 |

ARTICLE V

MEMBERSHIP RESTRICTIONS

Members shall have the right to admit members upon consent of the holder or holders of a majority of the Membership Interests in the Limited Liability Company. Contributions required of new members shall be determined as of the time of admission to the Limited Liability Company.

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CLERK OF STATE
TALLAHASSEE, FLORIDA

A member's interest in the Limited Liability Company may not be sold or otherwise transferred except with written consent of the holder or holders of a majority of the Membership Interests in the Limited Liability Company, or as otherwise provided in the Operating Agreement and Regulations of the Limited Liability Company.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the Limited Liability Company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

ARTICLE VI

Capital contributions in the amount of \$10,000.00 cash shall be paid to the Limited Liability Company by the three (3) members in the following amounts:

| | |
|--------------------|------------|
| Frank L. Ciminelli | \$9,800.00 |
| Paul F. Ciminelli | \$100.00 |
| John A. Ciminelli | \$100.00. |

Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members. Members will make contributions in equal shares.

ARTICLE VII

(a) *Profit Sharing.* The members shall be entitled to the net profits arising from the operation of the Limited Liability Company business that remain after the payment of the expenses of conducting the business of the Limited Liability Company. Each member shall be entitled to the distributive share of the profits specified as follows:

| | |
|--------------------|-----|
| Frank L. Ciminelli | 98% |
| Paul F. Ciminelli | 1% |
| John A. Ciminelli | 1% |

The distributive share of the profits shall be determined and paid to the members as provided by the regulations of the company, or as determined by the members.

(b) *Losses.* All losses that occur in the operation of the Limited Liability Company business shall be paid out of the capital of the Limited Liability Company and the

profits of the business, or, if these sources are insufficient to cover such losses, by the members in the following shares:

| | |
|--------------------|-----|
| Frank L. Ciminelli | 98% |
| Paul F. Ciminelli | 1% |
| John A. Ciminelli | 1%. |

ARTICLE VIII

DURATION

This Limited Liability Company shall exist until December 31, 2024, unless it is earlier dissolved in a manner provided by law or as provided in the Operating Agreement and Regulations adopted by the members.

ARTICLE IX

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Limited Liability Company is 401 East Jackson Street, Suite 2200, City of Tampa, County of Hillsborough, State of Florida, and the name of the company's initial registered agent at that address is Lawrence J. Bailin.

ARTICLE X

PROHIBITED ACTIVITIES

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The Limited Liability Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Limited Liability Company shall not incur, assume, or guaranty any other indebtedness. The Limited Liability 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 entity unless (i) the entity (if other than the Limited Liability Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Limited Liability Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article X and in Article XII, and (C) shall expressly assume the due and punctual performance of the Limited Liability Company's obligations; and (ii) immediately after giving effect to such

transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Limited Liability Company and be continuing. For so long as mortgage lien exists on the Property, the Limited Liability 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 all of the members of the Limited Liability Company. For so long as a mortgage lien exists on the Property, no material amendment to these Articles of Organization may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

ARTICLE XI

INDEMNIFICATION

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: Any indemnification by this Limited Liability Company shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Limited Liability Company in the event that cash flow is insufficient to pay such obligations.

ARTICLE XII

SEPARATENESS COVENANT

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of organization, the Limited Liability Company shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted.
2. It shall maintain separate records and books of account from those of any affiliate.
3. It shall not commingle assets with those of any affiliate.
4. It shall conduct its own business in its own name.
5. It shall maintain financial statements separate from any affiliate.

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SECRETARY OF STATE
TALLAHASSEE, FL 32304

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6. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.

7. It shall maintain an arm's length relationship with any affiliate.

8. It shall not guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.

9. It shall use invoices and checks separate from any affiliate.

10. It shall not pledge its assets for the benefit of any other entity, including any affiliate.

11. It shall hold itself out as an entity separate from any affiliate.

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

"affiliate" means any person controlling or controlled by or under common control with the Limited Liability Company including, without limitation (i) 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 and (ii) any person which receives compensation for administrative, legal or accounting services from this Limited Liability Company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"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 XIII

DISSOLUTION

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: To the extent permissible under applicable federal and state law, the vote of a majority-in-interest of the remaining members is sufficient to continue the life

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of the Limited Liability Company. If such vote is not obtained, for so long as mortgage lien exists on the Property, the Limited Liability Company shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

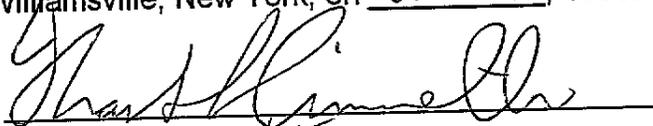
ARTICLE XIV

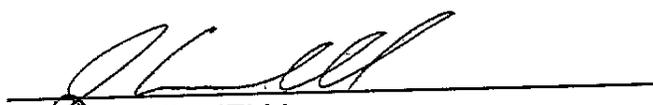
VOTING

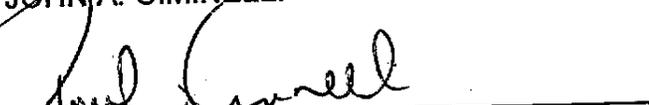
Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: When acting on matters subject to the vote of the members, notwithstanding that the Limited Liability Company is 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.

The undersigned, being the original members of the Limited Liability Company, certify that this instrument constitutes the proposed Articles of Organization of PREMIER CORPORATE CENTER II, L. C.

Executed by the undersigned at Williamsville, New York, on June 21, 1999.


FRANK L. CIMINELLI


JOHN A. CIMINELLI


PAUL F. CIMINELLI

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

AFFIDAVIT

State of NY)
County of ERIE)ss

In compliance with FS § 608.407(2), the undersigned member of PREMIER CORPORATE CENTER II, L.C. deposes and says:

1. The limited liability company identified above has at least two members.
2. The total amount of cash contributed by the members is \$10,000.00.
3. If any, the agreed value of property other than cash contributed by the members is \$0.
4. The total amount of cash or property anticipated to be contributed by the members is \$10,000.00. This total includes the amounts from 2 and 3 above.

Frank L. Ciminelli
FRANK L. CIMINELLI

The foregoing instrument was acknowledged before me this 21st day of June, 1999, by FRANK L. CIMINELLI, member on behalf of PREMIER CORPORATE CENTER II, L.C. He is personally known to me or has produced _____ as identification.

Mary Lou Scharf
Printed Name: _____
Notary Public
Serial Number (if any): _____

My Commission Expires:

(NOTARY SEAL)

MARY LOU SCHARF
Notary Public, State of New York
Qualified in Erie County
My Commission Expires April 7, 2001

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99 JUL 12 PM 5:00
SECRETARY OF STATE
LANCASTER, PENNSYLVANIA

The foregoing instrument was acknowledged before me this 21st day of June, 1999, by Frank L. Ciminelli, member on behalf of Premier Corporate Center II, L.C., a limited liability company. He is personally known to me or has produced _____ as identification.

Mary Lou Scharf
Printed Name: _____
Notary Public
Serial Number (if any): _____
My Commission Expires: _____

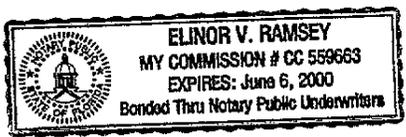
MARY LOU SCHARF
Notary Public, State of New York
Qualified in Erie County
My Commission Expires April 1, 2001

(NOTARY SEAL)

The foregoing instrument was acknowledged before me this 9th day of July, 1999, by Lawrence J. Bailin, as Registered Agent of Premier Corporate Center II, L.C., a limited liability company. He is personally known to me or has produced _____ as identification.

Elinor V Ramsey
Printed Name: _____
Notary Public
Serial Number (if any): _____
My Commission Expires: _____

(NOTARY SEAL)



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99 JUL 12 PM 5:00
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TALLAHASSEE, FLORIDA