



L 99000005134

ACCOUNT NO. : 072100000032

REFERENCE : 342027 9796A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : August 16, 1999

ORDER TIME : 3:02 PM

ORDER NO. : 342027-020

CUSTOMER NO: 9796A

CUSTOMER: Ms. Katheryn O. Terwillinger
CHESSER, WINGARD, BARR &
CHESSER, WINGARD, BARR &
1201 Eglin Parkway
Shalimar, FL 32579

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-08/17/99-01003-005
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RECEIVED

99 AUG 16 PM 4:00
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, FLORIDA
TALLAHASSEE, FLORIDA

DOMESTIC FILING

900002961389-1
-08/17/99-01003-006
****8.75 ****8.75

EFFECTIVE DATE:

ARTICLES OF ORGANIZATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY (TWO CERTIFIED COPIES PLEASE)
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jamela Abaied

EXAMINER'S INITIALS: _____

99 AUG 16 AM 8:57
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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fc
8/18/99



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

August 17, 1999

CSC1

SUBJECT: ZTCP, LLC
Ref. Number: W99000018983

RESUBMIT

Please give original
submission date as file date.

We have received your document for ZTCP, LLC and your check(s) totaling \$398.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain the name, title, and business address of each managing member or manager who will manage the foreign limited liability company in the state of Florida. Please insert "MGRM" in the title portion for each managing member and "MGR" in the title portion for each manager.

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) 487-6043.

Shawn Logan
Document Specialist

Letter Number: 899A00041310

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**ARTICLES OF ORGANIZATION
OF
ZTCP, LLC**

THE UNDERSIGNED, pursuant to the provisions of Chapter 608 of the Florida Statutes, hereby certifies that the person named herein as Member has associated itself together with the person named herein as Manager 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. It is further declared that the following Articles shall be the Charter and authority for the conduct of business of such limited liability company.

ARTICLE I - NAME

The name of the limited liability company shall be ZTCP, LLC. (the "Company").

ARTICLE II - PURPOSE

The purpose of ZTCP, LLC is to acquire, own, hold, operate, maintain, lease, manage, mortgage, assign, pledge, finance, and dispose of certain real property located at NEC Davis Boulevard and North Tarrant Parkway, North Richland Hills, Tarrant County, Texas (the "Property"), to engage in any activity, to enter into, perform and carry out any agreement, undertaking, contract, lease, indenture, mortgage, deed of trust, assignment, assignment of lease, security agreement, or financing statement of any kind, and to borrow money and issue evidences of indebtedness, whether or not secured by liens, in connection with the foregoing purpose; to engage in and conduct such other activities directly related to the foregoing purpose as may be necessary, advisable, or appropriate, in the reasonable opinion of the Manager of the Company to further the foregoing purpose; and to exercise any powers permitted under Chapter 608 of the Florida Statutes which are incidental to the foregoing or necessary or appropriate to accomplish the foregoing. The Company shall not engage in any business or activity other than as permitted in this Article II. The Company shall not incur debt other than debt incurred in connection with the transactions contemplated by this Article II and debt incurred in connection with ordinary operating expenses. The Company shall not acquire, own, hold, operate, maintain, lease, manage, mortgage, assign, pledge, finance or dispose of any property (other than the Property). The Company shall not commingle its assets with those of any other person. The Company shall maintain its financial and accounting books and records separate from those of any other entity or person. The Company shall pay from its assets all obligations and indebtedness of any kind incurred by the Company, and shall not pay from its assets any obligations or indebtedness of any other entity or person. Any financial transactions between the Company and any of its Affiliates shall be governed by policies and procedures established by the Company's Manager. The Company's Manager shall maintain appropriate minutes or other records including, without limitation, written consents of all appropriate actions, and shall conduct meetings if deemed necessary to approve any Company

action. The Company shall operate its business generally so as to not be substantively consolidated with any of its Affiliates. The term "Affiliates" shall mean, with respect to any entity, any other entity controlling or controlled by or under common control with such entity, and "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

ARTICLE III - RESTRICTIONS ON ACTION

So long as the Note (defined below) remains issued, outstanding and unpaid, the prior written consent of the Noteholder (defined below) shall be required in order for the Company to:

- A. file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding, institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally;
- B. seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for the Company or a substantial portion of its assets;
- C. make any assignment for the benefit of the Company's creditors;
- D. take any action in furtherance of any of the foregoing;
- E. dissolve, liquidate or terminate the existence of the Company; or
- F. amend the provisions specified in Article II or this Article III.

"Noteholder" means the current lawful owner and holder of the Note.

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TALLAHASSEE, FLORIDA
9:00 AM 16 APR 8:57
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"Note" means that certain Senior Secured Note in the principal amount not to exceed \$1,804,000 executed by the Company pursuant to and in accordance with a certain Note Purchase Agreement between the Company and Shenandoah Life Insurance Company which is secured by, among other liens, mortgages and security interests, a certain Deed of Trust, Security Agreement and Assignment of Lease and Rents covering the Property.

ARTICLE IV - DURATION

The period of duration for this limited liability company shall end on December 31, 2049.

ARTICLE V - DISSOLUTION

Upon the occurrence of any Dissolution Event (as defined in the Operating Agreement of the Company), the Company shall be deemed to have dissolved unless, within ninety (90) days after such date, the Member and the Manager affirmatively agree in writing to continue the business of the Company. If the consent required to continue the Company's business is

not obtained following the occurrence of a Dissolution Event in accordance with the preceding sentence, until the date on which all obligations of this Company in connection with the Loan and under the Loan Documents are indefeasibly and fully satisfied, the Company shall not sell, exchange, transfer or otherwise seek to liquidate or dispose of its assets, its interest in any assets or any other asset which is subject to a lien in favor of the Lender without the Lender's prior written consent pursuant to the Loan Documents.

ARTICLE VI - COMPANY ADDRESS; REGISTERED OFFICE ADDRESS; REGISTERED AGENT

The mailing address and street address of the principal office of this limited liability company is 328 Green Acres Drive, DeFuniak Springs, FL 32433 which shall also be the street address of the initial registered office of the Company. The name of its initial registered agent at such address is Wayne Montgomery.

ARTICLE VII - CAPITAL CONTRIBUTIONS

The Member has agreed to contribute cash in the amount of \$100 and may contribute additional property or cash from time-to-time.

ARTICLE VIII - RESTRICTIONS ON MEMBERSHIP

Manager shall not have the right to admit new members except as set forth in the Operating Agreement. Contributions required of new members shall be determined by the Manager as of the time of admission to the limited liability company.

A Member's interest in the Company may not be sold or otherwise transferred except with unanimous written consent of Manager and only after compliance with the terms of the Operating Agreement.

ARTICLE IX - MANAGEMENT

Management of this limited liability company shall be vested in William R. Wright (MGR.), who is designated as Manager, and whose address is 328 Green Acres Drive, DeFuniak Springs, FL 32433.

The Manager has the authority to exercise all powers typically exercised by the President of a business corporation including the specific power to appoint such other officers of this limited liability company as said Manager deems appropriate. The term of the Manager shall expire on December 31, 1999 and said initial Manager shall continue to serve until a successor shall have been elected by a vote of the Member in the manner as specified in the Operating Agreement.

ARTICLE X - MAINTENANCE OF SEPARATE BUSINESS

The Company shall at all times:

- A. establish and maintain an office through which its business shall be conducted separate and apart from that of any of its partners or affiliates and shall allocate fairly and reasonably any overhead for shared office expense;
- B. maintain the Company's books, financial statements, accounting records and other corporate document and records separate from those of any affiliate;
- C. observe all limited liability company formalities;
- D. not commingle the Company's assets with those of any affiliate;
- E. conduct business in its own name;
- F. maintain financial statements separate from any affiliate;
- G. pay any liabilities out of its own funds, including salaries of any employees, and not out of the funds of any affiliate;
- H. maintain arm's-length relationship with its affiliates.
- I. 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;
- J. use stationery, invoices and checks separate from any affiliate;
- K. not pledge its assets for the benefit of any other entity, including any affiliate;
- L. hold itself out as an entity separate from any affiliate;

ARTICLE XI - LIMITED LIABILITY COMPANY REGULATIONS

The power to adopt, alter, amend or repeal the Operating Agreement governing this Company shall be vested in the Manager and Member but shall be subject to the limitation on the power to alter, amend or repeal the Operating Agreement as set forth in Article III hereof. Notwithstanding anything to the contrary contained in these Articles of Organization, until the time when all obligations of this Company under the Loan Documents have been indefeasibly and fully satisfied, without the prior written consent of all of the Members and the Manager, the Company shall not amend, alter, change or repeal any Article of these Articles of Organization without the prior written approval of the Lender.

ARTICLE XII - SUBORDINATION

Any obligation which the Company may owe to its Member or to any of its affiliates, whether characterized as a loan, salary, a fee or indemnification, shall be subject to and subordinate to the prior payment in full of the Loan, provided however, so long as no Default or Event of Default exists under the Loan Documents to the extent the Company has cash flow or other available liquid assets (exclusive of any of the Reserve Accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents, the Company may pay obligations hereunder due to the Member and to affiliates of the Company.

IN WITNESS WHEREOF, the undersigned hereby certify that the foregoing constitutes the Articles of Organization of TCP, LLC. These Articles of Organization were executed by the undersigned Member and Manager at Okaloosa County, Florida on August 13, 1999.

"Member"

TURKEY CREEK PROPERTIES, LP

By:

President (Print) William R. Wright

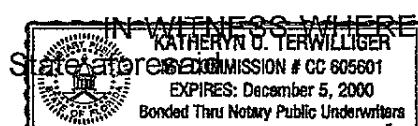
"Manager"

William R. Wright
William R. Wright

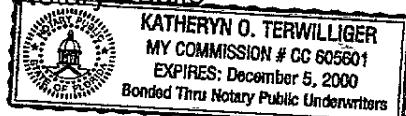
STATE OF FLORIDA

COUNTY OF OKALOOSA

On this 13 day of August, 1999, before me personally appeared William R. Wright, President of Turkey Creek Properties, LP, which is the Member of a Florida limited liability company to be formed, to me personally known to be the person who executed the foregoing, and acknowledged before me that he executed the same for the purposes expressed therein.



Katheryn O. Terwilliger
Notary Public



Katheryn O. Terwilliger
My Commission Expires:

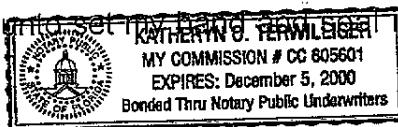
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REGISTRATION SECTION
TALLAHASSEE, FLORIDA
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STATE OF FLORIDA

COUNTY OF OKALOOSA

On this 13th day of August, 1999, before me personally appeared William E. Wright, the person named as the Manager of a Florida limited liability company to be formed, to me personally known to be the person who executed the foregoing, and acknowledged before me that he executed the same for the purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand in the County and State aforesaid.



Katherine O. Terwilliger
Notary Public

My Commission Expires:



DESIGNATION OF REGISTERED AGENT

Pursuant to Section 608.407(d), Florida Statutes, the following is submitted:

ZTCP, LLC, a limited liability company duly organized and existing under the laws of the State of Florida with its principal office as indicated in the Articles of Organization in Walton County, Florida, has named:

Wayne Montgomery
328 Green Acres Drive
DeFuniak Springs, Florida 32433

as its registered agent to accept service of process in the State.

ACCEPTANCE BY THE REGISTERED AGENT

I, Wayne Montgomery, hereby accept appointment as Registered Agent for the Limited Liability Company ZTCP, LLC, and do hereby understand and accept the obligation of the position, and acknowledge my acceptance with my signature below on this 13 day of August, 1999.

Wayne Montgomery
Registered Agent

99 AUG 15 AM 8:57
SHERIFF OF FLORIDA
TALLAHASSEE, FLORIDA
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AFFIDAVIT

The undersigned being the Manager as designated in the Articles of Organization, after taking an oath and having been duly sworn, gives the following Affidavit in connection with filing of the Articles of Organization of ZTCP, LLC, a Florida Limited Liability Company:

1. The company has only one Member.
2. The Member has agreed to contribute cash to the company in the total amount of \$100.

No additional amounts are required to be contributed by the Member.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit this 13th day of August, 1999.

Witnesses:

Karen L. Shellen
Katheryn O. Terwilliger

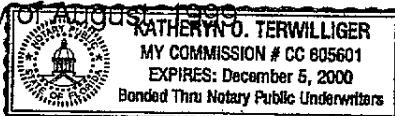
William R. Wright
William R. Wright

STATE OF FLORIDA

COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared William R. Wright, to me well known to be the person described in and who executed the foregoing Affidavit and acknowledged before me that he executed the same. He is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of August, 1999.



Katheryn O. Terwilliger
Notary Public -

My Commission Expires: