

**CORPORATE
ACCESS,
INC.**

L990000006060

236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

WALK IN

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****398.75 ****398.75

PICK UP 9/24/99 11:00

☒ **CERTIFIED COPY** 2 quantity

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☐ **PHOTO COPY**

☒ **FILING** LLC

1.) CLP-I Ditek, LLC.
(CORPORATE NAME & DOCUMENT #)

W99-22099

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

Name	
Availability	MJH
Document Examiner	
Updater	
Verifier	
Acknowledgement	
W. P. Verifier	

RECEIVED
99 SEP 24 AM 9:41
TALLAHASSEE, FLORIDA

RECEIVED
99 SEP 27 AM 10:47
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 24, 1999

CORPORATE ACCESS, INC.

SUBJECT: CLP-I DITEK, L.L.C.
Ref. Number: W99000022099

We have received your document for CLP-I DITEK, L.L.C. and your check(s) totaling \$398.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

If the limited liability company will be managed by a manager or managers, a statement to that effect is required as well as the names and street addresses of such managers who are to serve as managers; or if the management is reserved to the members, a statement to that effect is required as well as the names and street addresses of the managing members.

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) 487-6967.

Michelle Hodges
Document Specialist

Letter Number: 699A00046822

RECEIVED
99 SEP 27 AM 9:46
FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Corrected
Thanks
Alinda

99 SEP 27 AM 10:48

ARTICLES OF ORGANIZATION
OF
CLP-I DITEK, L.L.C.

ARTICLE I.

PREAMBLE; FORMATION

The undersigned, CUTLER LIMITED PARTNERSHIP-I, a Massachusetts Limited Partnership qualified to do business in Florida, does hereby form a Limited Liability Company pursuant to Chapter 608 of the Florida Statutes, titled as the "Florida Limited Liability Company Act," as hereinafter set forth.

ARTICLE II.

NAME; PLACE OF BUSINESS; AND REGISTERED AGENT

A. Name. The name of this Limited Liability Company shall be CLP-I DITEK, L.L.C.

B. Place of Business. The principal place of business and the mailing address of the Limited Liability Company shall be 609 S. Tamiami Trail, Venice, Florida 34285.

C. Registered Agent. The initial registered agent of the Limited Liability Company shall be STEVEN W. MACRIS, whose address is 609 South Tamiami Trail, Venice, Florida 34285.

ARTICLE III.

PERIOD OF DURATION

This Limited Liability Company is to exist perpetually.

ARTICLE IV.

MANAGEMENT BY MEMBER

The Company shall be managed by its Member whose name and address is as follows: CUTLER LIMITED PARTNERSHIP-I, a Massachusetts Limited Partnership qualified to do business in Florida, 134 Elm Street, Worcester, Massachusetts 01609.

ARTICLE V.

PURPOSE; NATURE OF BUSINESS

This Limited Liability Company may engage in any activity or business permitted under the laws of the United States and of the State of Florida, subject to the provisions of Article VI., below.

ARTICLE VI.

SINGLE-PURPOSE ENTITY

As used herein, the term ("Affiliate") means a person or entity that directly or indirectly (through one or more intermediaries) controls, or is controlled by, or is under common control with, the person or entity specified; for purposes hereof, the term ("control") shall include, without limitation, (i) the ownership or control of power to vote ten percent (10%) or more of the outstanding equity interests of any such entity, directly or indirectly, (ii) the control in any manner over the election of more than one director or trustee (or persons exercising similar functions) of such entity, or (iii) the possession, direct or indirect, of the power to direct or cause the direction of the management

and/or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

A. This Limited Liability Company has been and shall continue to be organized solely for the purpose of acquiring, owning, financing, leasing, managing, and operating the property known as DITEK CENTER, located at 1720 Starkey Road, Largo, Florida 33771, and more particularly described as follows:

Lot 1, DITEK CENTER, as per plat thereof recorded in Plat Book 118, Pages 4-6, of the Public Records of Pinellas County, Florida,

hereinafter referred to as the "Subject Property," and doing only those things necessary in connection therewith and so long as the existing mortgage on the Subject Property is outstanding, shall not engage in any other business, shall have no other purpose, and shall not own or acquire any real property other than the Subject Property or any personal (tangible or intangible) property other than as necessary or desirable to accomplish the foregoing purposes. Cutler Limited Partnership-I, as sole member of this Limited Liability Company, has the authority to execute any documents on behalf of this Limited Liability Company in order to acquire the Subject Property and to assume the obligations under the existing mortgage and loan documents in connection with such mortgage, including without limitation, any Assumption Agreement and other documents and instruments.

B. For so long as the existing mortgage on the

Subject Property is outstanding, the Company shall not take any of the following actions:

1. Take any bankruptcy action, defined as any of the following:

a. Taking any action that might cause borrower to become insolvent;

b. Commencing any case, proceeding, or other action on behalf of the Company or under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors;

c. Instituting proceedings to have the Company adjudicated as bankrupt or insolvent;

d. Consenting to the institution of bankruptcy or insolvency proceedings against the Company;

e. Filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding up, dissolution, composition, liquidation, or other relief on behalf of the Company of its debts under federal or state law relating to bankruptcy;

f. Seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for the Company or a substantial portion of its properties;

g. Admitting in writing the Company's inability to pay debts generally as they become due; or

h. Making any assignment for the

benefit of the Company's creditors;

2. Dissolve, seek judicial dissolution, wind up, liquidate, or otherwise fail to do all things necessary to preserve its existence;

3. Unless the existing mortgage is paid off, sell, or otherwise dispose of or encumber all or substantially all of its assets, other than to permit the continued encumbrance of the existing mortgage on the Subject Property or other such action with the consent of the holder of the existing mortgage;

4. Consolidate or merge with or acquire all or substantially all of the assets of any person or entity;

5. Amend these Articles of Organization, or other formation or organization documents without the consent of the holder of the existing mortgage on the Subject Property;

6. Any activity that is not consistent with the purposes of the Company as set forth in this Article VI.;

7. Incur, create, or assume any indebtedness or other obligations secured or unsecured, direct or contingent, except those evidenced by the loan documents for the existing mortgage on the Subject Property as the same may be modified, renewed, or extended from time to time, and except indebtedness which represents trade payables or accrued expenses incurred in the ordinary course of business of owning and operating the Subject Property and due and payable

within thirty (30) days, except with the written consent of the holder of the existing mortgage; or

8. Transfer (including the granting of any pledge or a security interest) of any member interest in the Company, except as permitted herein and under the terms of the existing mortgage or other loan documents executed in connection with the existing mortgage.

C. Except as otherwise expressly required by the existing mortgage and the loan documents executed in connection therewith, and for so long as the existing mortgage on the Subject Property is outstanding, the Company shall:

1. Maintain full and complete books, records, and other entity documents separate and apart from those of any Affiliate or other person or entity;

2. Prepare and maintain financial statements, financial records, accounting records, and bank accounts separate and apart from those of any Affiliate or other person or entity;

3. Prepare and file its own tax returns;

4. Be charged, and pay, rent only in an amount corresponding to that portion of office space used by it, if any;

5. Be charged, and pay, a proper allocation of payroll and related expenses, if any, for work and services performed by the owners, members, managing members, employees, agents, and other service providers of any

Affiliate while they are performing services for the Company;

6. Pay or reimburse others for its operating expenses and all other liabilities from its own funds;

7. Not commingle its funds and other assets with those of any Affiliate or any other person or entity and keep its funds in bank accounts that are separate and apart from those of its Affiliates or other persons or entities, and keep its other assets separately identifiable and distinguishable from assets of its Affiliates or any persons or entities;

8. Maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

9. Not finance the operations or acquire securities, notes, or other obligations issued or securities of any of its Affiliates or any other persons or entities;

10. Correct any known misunderstandings regarding its separate identity, hold itself out to the public at all times as a legal entity separate and distinct from any other entity, and take steps to assure that its creditors are aware that the Company and each of its Affiliates are separate entities;

11. Identify itself and act solely in its own name, through its employees or duly authorized agents (such employees and agents also may be the owners, employees, or

agents of any of its Affiliates, but whose payroll and related expenses for work and services shall be properly allocated as described above);

12. Observe all formal procedures required by, and otherwise comply with, these Articles of Organization and the laws of the State of Florida;

13. Appropriately document and record accurately on its books and records, all transactions and transfers between it and any of its Affiliates or other persons or entities;

14. Not engage in transactions with any of its Affiliates or other persons or entities unless such transactions are on terms intrinsically fair and no less favorable than would be obtained in a comparable transaction with an unrelated third party;

15. Not hold out the assets or creditworthiness of Affiliates as being available for payment of its liabilities or obligations;

16. Not pledge any of its assets for the benefit of or make any loans or advances to any Affiliate or other person or entity and shall not guarantee or otherwise become obligated for the debts of any Affiliate or other person or entity and shall not hold out its assets or creditworthiness as being available to satisfy the obligations of any Affiliate or other person or entity;

17. Use its best efforts to not become

insolvent or fail to pay its debts from its own assets as the same shall become due;

18. Not dissolve or windup its affairs upon the bankruptcy or dissolution of a member or the occurrence of any other event that could possibly terminate the interest of a member in the Company;

19. Not amend or permit the amendment of these Articles of Organization or other formation or organization documents without the prior written consent of the holder of the existing mortgage, which consent shall not be unreasonably withheld or delayed; and

20. Upon the occurrence of any event that would cause the dissolution of the Company, take all actions to reinstate and reconstitute such entity to reverse such dissolution or the effect thereof.

The provisions of this Article VI. of these Articles of Organization may be amended, replaced, or deleted in whole or in part under the procedures set forth below for amendment of these Articles only with the written consent of the holder of the existing mortgage for such time as such mortgage encumbers the Subject Property and thereafter may be amended at any time by vote by unanimous agreement of the members.

ARTICLE VII.

ADMISSION OF ADDITIONAL MEMBERS; TERMS AND CONDITIONS OF THE ADMISSIONS

No additional members shall be admitted to the Company

except with the unanimous written consent of all of the members of the Company and upon such terms and conditions as shall be determined by all of the members, and for so long as the existing mortgage on the Subject Property is outstanding, upon the approval of the holder of the existing mortgage. A member may transfer his or her interest in the Company as set forth in the Regulations of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all the other members of the Company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

ARTICLE VIII.

CAPITAL CONTRIBUTION

The members of the Company shall contribute to the capital of the Company the cash or property set forth as follows:

<u>Member</u>	<u>Capital Contribution</u>
CUTLER LIMITED PARTNERSHIP-I, a Massachusetts Limited Partner- ship qualified to do business in Florida	\$ 500.00

ARTICLE IX.

ADDITIONAL CAPITAL CONTRIBUTIONS

Each member shall make additional capital contributions to the Company at such times and in such amounts as may be provided in the Regulations adopted by the members or, in

lieu thereof, only upon the unanimous consent of all of the members.

ARTICLE X.

TERMINATION OF EXISTENCE

The Company shall be dissolved upon the death, retirement, resignation, or expulsion of a member or manager, upon the occurrence of any other event that terminates the continued membership of a member of the Company, unless the business of the Company is continued by the consent of a majority in interest of the remaining members.

ARTICLE XI.

PROPERTY

All property originally paid or brought into or transferred to the Limited Liability Company as contributions to capital by the member or members, or subsequently acquired by purchase or otherwise on account of the Limited Liability Company shall be property of this Limited Liability Company. The title to all Limited Liability Company property shall be held in the name of the Limited Liability Company.

ARTICLE XII.

NOTICE TO MEMBERS

All notices to the members pursuant to these Articles shall be in writing and shall be deemed effective when given by personal delivery or by certified mail, return receipt requested.

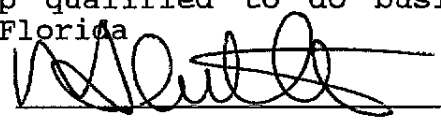
ARTICLE XII.

AMENDMENTS

These Articles may be amended at any time and from time to time by vote by unanimous agreement of the members, subject to the limitations set forth in Article V. hereof, and such amendments shall be filed with the Department of State.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization this 16th day of September, 1999.

CUTLER LIMITED PARTNERSHIP-I, a
Massachusetts Limited Partner-
ship qualified to do business
in Florida

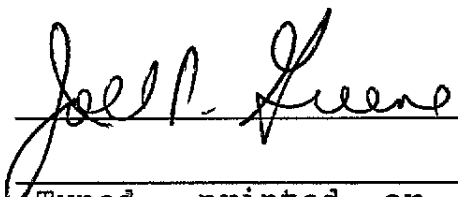
BY: 

ITS: General Partner

STATE OF Massachusetts
COUNTY OF Worcester

I HEREBY CERTIFY that on this day, before me, a duly authorized Notary Public, personally appeared Melvin S. Cutler on behalf of CUTLER LIMITED PARTNERSHIP-I, a Massachusetts Limited Partnership qualified to do business in Florida, to me known to be the person described as subscriber herein, who is personally known to me, who executed the foregoing, and he acknowledged before me that he subscribed to the said Articles of Organization.

WITNESS my hand and official seal in the State and County aforesaid, this 16th day of September, 1999.



(Typed, printed or stamped
name of Notary Public)

JOEL P. GREENE, Notary Public

12 --- My Commission Expires 12/28/01

CERTIFICATE OF DESIGNATION
OF
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 608.415 or 608.507, Florida Statutes, the undersigned Limited Liability Company, submits the following statement in designating the registered agent/registered office, in the State of Florida.

1. The name of the Limited Liability Company is CLP-I DITEK, L.L.C.

2. The name and address of the registered agent and office is STEVEN W. MACRIS, 609 South Tamiami Trail, Venice, Florida 34285.

CUTLER LIMITED PARTNERSHIP-I, a
Massachusetts Limited Partner-
ship qualified to do business
in Florida

BY: 

ITS: General Partner

Dated: September 16, 1999

ACCEPTANCE

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.



STEVEN W. MACRIS

Dated: September 28, 1999

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member of CLP-I DITEK, L.L.C., a Florida Limited Liability Company, deposes and states:

1. The Limited Liability Company has at least one member.
2. The total amount of cash contributed by the member is Five Hundred Dollars (\$500.00).
3. If any, the agreed value of property other than cash contributed by member is zero.
4. The total amount of cash or property anticipated to be contributed by the member is Four Hundred Four Thousand Two Hundred Sixty-Six Dollars and Five Cents (\$404,266.05). This total includes amounts from 2. and 3., above.

CUTLER LIMITED PARTNERSHIP-I, a Massachusetts Limited Partnership qualified to do business in Florida

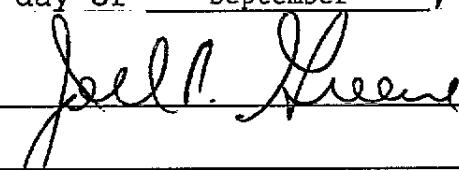
BY: 

ITS: General Partner

STATE OF Massachusetts
COUNTY OF Worcester

I HEREBY CERTIFY that on this day, before me, a duly authorized Notary Public, personally appeared Melvin S. Cutler on behalf of CUTLER LIMITED PARTNERSHIP-I, a Massachusetts Limited Partnership qualified to do business in Florida, to me known to be the person described herein.

WITNESS my hand and official seal in the State and County aforesaid, this 16th day of September, 1999.


(Typed, printed or stamped
name of Notary Public)

JOEL P. GREENE, Notary Public

My Commission Expires 12/28/01