0401 3 0318

CT CORPORATION

Clerk's Office
State Corporation Commission
1300 E. Main Street
Richmond, Virginia 23219

CM 031231 4127

Date: **December 31, 2003**
Entity Name: **FP SEQUOIA, LLC**
Order Number: **6015954 WO SO**
Please file the attached on behalf of the above entity's documents as identified below:

Documents Requested		**Instructions**
Articles of Incorporation/Organization		
Certificate of Authority/Qualification	**XX**	
Certificate of Limited Partnership		
Amendment:		
Merger		
Dissolution/Termination/Withdrawal		
Reinstatement		
Name Registration/Renewal		
Fictitious Name		
Registered Agent Change		
Other:		

Special Instructions:

Check(s) in the amount of **$ 100.00** enclosed.
Requested filing date: **December 31, 2003**
Please call when evidence is available and **hold documents for pickup.**
If there are any problems with the filing, please call us at (804) 217-7255.

Thank you,

Lisa O. Poffenberger
CT Corporation System
Richmond Fulfillment Office

Foreign - MD

$100

gum
12/31/03

4701 Cox Road, Suite 301
Glen Allen, VA 23060
Tel. 804 217 7255
Fax 804 217 8086

A WoltersKluwer Company

T023816-4

HULLIHEN WILLIAMS MOORE
CHAIRMAN

CLINTON MILLER
COMMISSIONER

THEODORE V. MORRISON, JR.
COMMISSIONER

COMMONWEALTH OF VIRGINIA

JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION
Office of the Clerk

December 31, 2003

LISA O POFFENBERGER
CT CORP
HOLD FOR PICKUP

RE: FP SEQUOIA, LLC
ID: T023816 - 4
DCN: 03-12-31-4127

Dear Customer:

This is your receipt for $100.00, to cover the fees for filing an application for registration for a foreign limited liability company with this office.

The effective date of the filing is December 31, 2003.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

RECEIPTLC
LLNCF
CIS0431

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

December 31, 2003

The State Corporation Commission has found the accompanying application for a certificate of registration to transact business in Virginia submitted on behalf of

FP SEQUOIA, LLC

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF REGISTRATION TO TRANSACT BUSINESS IN VIRGINIA

be issued and admitted to record with the application in the Office of the Clerk of the Commission, effective December 31, 2003.

STATE CORPORATION COMMISSION

By T. V. Morrison

Commissioner

FLLCACPT
CIS0431
03-12-31-4127

LLC-1052
(10/01)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

1. The name of the foreign limited liability company is

   FP Sequoia, LLC.

2. The name under which foreign the limited liability company proposes to register and transact business in Virginia is (if different from number 1)

   _____.

3. The foreign limited liability company was formed under the laws of

   Maryland (state or country) on 12/17/2003 (date of formation).

4. A. The name of the limited liability company's registered agent in VIRGINIA is

   Commonwealth Legal Services Corporation.

   B. The registered agent is (mark appropriate box):

   (1) an INDIVIDUAL who is a resident of Virginia **and**

   [ ] a member/manager of the limited liability company
   [ ] an officer/director of a corporate member/manager of the limited liability company
   [ ] a general partner of a general or limited partnership that is a member/manager of the limited liability company
   [ ] a trustee of a trust that is a member of the limited liability company
   [ ] a member of the Virginia State Bar

   OR

   (2) [x] a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

   C. The limited liability company's VIRGINIA registered office address, which is identical to the business office of the initial registered agent, is:

   4701 Cox Road, Suite 301
   (number/street)

   Glen Allen (city or town) VA 23060-6802 (zip),

   which is located in the [ ] city **or** [x] county of Henrico.

   D. The registered office/agent comply with the requirements of § 13.1-1015 of the Code of Virginia.

5. The foreign limited liability company hereby irrevocably appoints the Clerk of the Commission as the registered agent of the limited liability company for service of process if no registered agent has been appointed under § 13.1-1015 of the Code of Virginia or, if appointed, the registered agent's authority has been revoked or if the registered agent either has resigned or cannot be found or served with the exercise of reasonable diligence.

[OVER]

6. The address of the office required to be maintained in the state or other jurisdiction of its formation by the laws of that state or jurisdiction or, if not so required, of the principal office of the foreign limited liability company is

   9600 Blackwell Road, Suite 200, Rockville, MD 20850.

7. The foreign limited liability company states that it is a foreign limited liability company as defined in § 13.1-1002 of the Code of Virginia.

8. Signature of authorized person:

M. O. Doolittle III M. O. Doolittle III — 12-24-03 (date)

MORGAN O. DOOLITTLE III (printed name) — AUTHORIZED PARTY (title)

INSTRUCTIONS

§ 13.1-1003 of the Code of Virginia requires that this document be in the English language, typewritten or printed in black, and legible and reproducible.

The limited liability company's name must be set forth in paragraph 1 exactly as it appears in the its articles of organization, as amended, without alteration or abbreviation. If the name of the limited liability company does not contain the words "limited company" or "limited liability company," or the abbreviation "L.C.", "LC", "L.L.C." or "LLC", the limited liability company must add one of the foregoing to its name for use in Virginia. If the limited liability company's real name is unavailable, it must adopt a designated name for use in Virginia. In both instances, the designated name (or "for use in Virginia" name) is set forth in paragraph 2 of the application. See §§ 13.1-1052 and 13.1-1054 of the Code of Virginia.

The limited liability company may not serve as its own registered agent.

The registered office must include the complete post office address, including a street address, if any, or a rural route and box number. A post office box address, without more, is accepted for towns/cities with a population 2,000 or LESS. For towns/cities with a population of MORE than 2,000, a post office box address must be accompanied by the street address or route number for the business office of the registered agent. Also, state the name of the city or county in which the office is physically located. Cities and counties in Virginia are separate local jurisdictions.

The application must be executed by a person with authority to do so under the laws of the state or other jurisdiction under which the foreign limited liability company is formed.

It is a Class 1 misdemeanor for any person to sign a document he knows is false in any material respect with intent that the document be delivered to the Commission for filing.

The application must be delivered to the Clerk of the Commission with a copy of the limited liability company's articles of organization or other constituent docuemnts, and all amendments thereto, filed in the foreign limited liability company's state or other jurisdiction of formation, authenticated on a recent date by the proper office having custody of limited liability company records in the state or other jurisdiction of its formation. See § 13.1-1052 of the Code of Virginia.

Submit the original application to the Clerk of the State Corporation Commission, 1300 E. Main Street, Tyler Building, 1st Floor, Richmond, Virginia 23219 or PO Box 1197, Richmond, Virginia 23218-1197, along with a filing fee check for **$100.00** payable to the State Corporation Commission. **PLEASE DO NOT SEND CASH.** If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

If you have Internet access, you can download this form. Go to www.state.va.us/scc; click on 'Divisions;' then point to 'Corporations' and click on 'Office of the Clerk;' then 'Forms and Fees;' then 'Limited Liability Company Forms and Fees;' and then Form 'LLC-1052.'

ARTICLES OF ORGANIZATION
FP SEQUOIA, LLC

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

First: The name of the limited liability company (the "Company") is:

FP SEQUOIA, LLC

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

(a) To acquire a tenant-in-common interest in that certain parcel of real property, together with all improvements located thereon, located at 2100, 2110, 2120 Washington Boulevard, Arlington, Virginia consisting of three (3) multi-story buildings containing a total of approximately 370,639 square feet along with a four (4) story parking structure and being commonly known as Sequoia Plaza (the "Property"). The Company will not acquire any assets other than those related to its interest in and operation of the Property and/or its tenants-in-common interest therein.

(b) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Company's co-tenant interest in the Property including, but not limited to authorizing, executing, and delivering a Promissory Note, Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement and other loan documents (collectively with all other documents or instruments required to consummate the loan transaction described below the "TIAA Loan Documents") with respect to a loan in the approximate amount of $62,000,000 from Teachers Insurance and Annuity Association to finance the acquisition of the Property by the Company and three (3) other co-owners (the "TIAA Loan"). Except as permitted by the terms of the TIAA Loan, the Company may not incur any indebtedness other than the TIAA Loan and trade debt incurred in the ordinary course of business payable within 60 days and not to exceed in the aggregate 5% of the TIAA Loan. The Company may not guarantee or assume the debt or obligations of any other entity except as permitted or required by the terms of the TIAA Loan.

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the 7 page document on file in this office. DATED: 12-29-03.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: _____, Custodian

This stamp replaces our previous certification system. Effective: 6/95

(c) To exercise all powers enumerated in the Limited Liability Company Act of Maryland incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

Third: The registered agent of the Company is Morgan O. Doolittle III, a Maryland citizen and resident whose address is 3321 Berkshire Court North, Ijamsville, Maryland 21754.

Fourth: The post office address of the principal office of the Company in the State of Maryland is c/o Foulger Pratt Companies, 9600 Blackwell Road, Suite 200, Gaithersburg, Maryland 20850.

Fifth: The latest date on which the Company is to be dissolved and wound up is December 31, 2053.

Sixth: Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern:

As long as the TIAA Loan is outstanding the Company shall not:

(a) engage in any business or activity other than the ownership, operation and maintenance of the Property or its tenants-in-common interest therein, and activities incidental thereto;

(b) acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property or its tenants-in-common interest therein;

(c) merge into or consolidate with any person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case the consent of the holder of the TIAA Loan;

(d) fail to preserve its existence as a person, validly existing and in good standing (if applicable) under the Laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the TIAA Loan, amend, modify, terminate or fail to comply with the provisions of Company's Articles of Organization as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of the Company to perform its obligations under the TIAA Loan Documents;

(e) own any subsidiary or make any investment in, any person without the consent of the holder of the TIAA Loan;

(f) commingle its assets with the assets of any of its general partners, members, shareholders, affiliates, principals or of any other person;

(g) except, as permitted by the terms of the TIAA Loan, incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the TIAA Loan and trade payables incurred in the ordinary course of business, provided the same do not exceed 5% of the TIAA Loan, are payable within 60 days and are paid when due;

(h) fail to maintain its records, books of account and bank accounts separate and apart from those of the members and the affiliates of the members of the Company, and any other person;

(i) enter into any contract or agreement with any member of the Company, or affiliate of the Company except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member of the Company, or affiliate of the Company;

(j) seek the dissolution or winding up in whole, or in part, of the Company;

(k) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any general partner, member, shareholder, principal or affiliate of Borrower, or any general partner, member, shareholder, principal or affiliate thereof or any other person;

(l) hold itself out to be responsible for the debts of another person;

(m) make any loans or advances to any third party, including any general partner, member, shareholder, principal or affiliate of Borrower, or any general partner, principal or affiliate thereof;

(n) fail to file its own tax returns to the extent required by law;

(o) knowingly agree to, enter into or consummate any transaction which would render the Company not in compliance with the provisions of the TIAA Loan dealing with ERISA compliance and Office of Foreign Assets Control compliance;

(p) fail either to hold itself out to the public as a legal person separate and distinct from any other person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that the Company is responsible for the debts of any third party (including any principal or affiliate of Company);

(q) fail to 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; or

(r) (i) 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, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity, (iii) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors, or (iv) take any action in furtherance of the foregoing; and,

(s) amend to these Articles of Organization without first obtaining approval of the holder of the TIAA Loan.

For purpose of this Article 6th, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the 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.

Seventh: Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern:

(a) To the extent permitted by applicable law, the bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property.

The vote of a majority-in-interest of the remaining members is sufficient to continue the life of the Company. If such vote is not obtained, for so long as a mortgage lien exists on the Property the 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.

Eighth: All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's Membership Interest shall be personal property for all purposes.

Ninth: Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Company to the contrary, the following shall govern:

(a) When acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, all of the members shall take into account the interest of the Company's creditors, as well as those of the members.

(b) For as long as the TIAA Loan is outstanding the Company shall be managed by Sid Foulger, Inc. or another corporate entity acceptable to the holder of the TIAA Loan.

In Witness Whereof, I as the Organizer to these Articles of Organization acknowledge, on the 16th day of December 2003, under the penalties of perjury that the matters and facts contained in these Articles of Organization are true and

correct in all material respects to the best of my knowledge, information and belief and that the execution of these Articles of Organization is my act and deed.

M. O. Doolittle III

Morgan O. Doolittle III

Acceptance of Agent:
Pursuant to Section 1-208 of the Corporations and Associations Article of the Annotated Code of Maryland (1999 Replacement Volume), the undersigned, Morgan O. Doolittle III, a resident of the State of Maryland having the following address: 3321 Berkshire Court North, Ijamsville 21754, hereby consents to be the Resident Agent for the Company

M. O. Doolittle III

Morgan O. Doolittle III
3321 Berkshire Court North
Ijamsville, Maryland 21754

CORPORATE CHARTER APPROVAL SHEET
** KEEP WITH DOCUMENT **

DOCUMENT CODE 40 BUSINESS CODE 20

_____

Close _____ Stock _____ Nonstock _____

P.A. _____ Religious _____

Merging (Transferor) _____

10003619889187805

ID N W07712860 RCK N 10003619889187805
LIBER: 000595 FOLIO: 0079 PAGES: 0007
FP SEQUOIA, LLC

Surviving (Transferee) _____

12/17/2003 AT 05:00 P WO N 0000828273

New Name _____

FEES REMITTED

Base Fee: 100
Org. & Cap. Fee: _____
Expedite Fee: 50
Penalty: _____
State Recordation Tax: _____
State Transfer Tax: _____
_____ Certified Copies
Copy Fee: _____
_____ Certificates
Certificate of Status Fee: _____
Personal Property Filings: _____
Other: _____

TOTAL FEES: 150

_____ Change of Name
_____ Change of Principal Office
_____ Change of Resident Agent
_____ Change of Resident Agent Address
_____ Resignation of Resident Agent
_____ Designation of Resident Agent and Resident Agent's Address
_____ Change of Business Code
_____ Adoption of Assumed Name
_____ Other Change(s)

Credit Card X Check _____ Cash _____

_____ Documents on _____ Checks

Approved By: A-01

Keyed By: _____

COMMENT(S):

Code _____

Attention: _____

Mail to Address:

Morgan Doolittle
9600 Blackwell Rd #200
Rockville, MD 20850

Stamp Work Order and Customer Number HERE

CUST ID:0001272084
WORK ORDER:0000828273
DATE:12-23-2003 01:48 PM
AMT. PAID:$150.00