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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

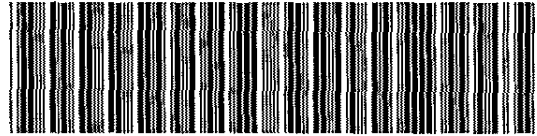
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06 DEC 18 AM 8:40

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

RECEIVED

06 DEC 18 PM 2:48

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 672763 11201A

AUTHORIZATION :

Spuddean

COST LIMIT : \$ 250.00

06 DEC 18 AM 8:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

ORDER DATE : December 18, 2006

ORDER TIME : 1:56 PM

ORDER NO. : 672763-005

CUSTOMER NO: 11201A

DOMESTIC FILING

NAME: 10210 WINDHORST BLVD., LLC

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

XX CERTIFICATE OF STATUS

CONTACT PERSON: Kimberly Moret - EXT. 2949

EXAMINER'S INITIALS: _____

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

FILED
06 DEC 18 AM 8:10
SOLICITORS OF FLORIDA
TALLAHASSEE, FLORIDA

ARTICLE I – Name:

The name of the Limited Liability Company is:

10210 WINDHORST BLVD., LLC

ARTICLE II – Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

9 Cedar Lane
Monsey, New York 10952

Mailing Address:

9 Cedar Lane
Monsey, New York 10952

ARTICLE III – Registered Agent, Registered Office & Registered Agent’s Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Michael E. Hill
Hill Law Firm LLP
20801 Biscayne Blvd.
Suite 301
Aventura, Florida 33180

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 as provided for in Chapter 608, F.S.



Michael E. Hill

ARTICLE IV – Manager(s) or Managing Member(s):

The name and address of each Manager or Managing Member is as follows:

Title:

“MGR” = Manager

“MGRM” = Managing Member

Name and Address:

MGRM

Robert Herzog
9 Cedar Lane
Monsey, New York 10952

ARTICLE V: Effective Date, if other than the date of filing: _____.

ARTICLE VI: Purpose:

Notwithstanding any provision hereof to the contrary, the following shall govern: the nature of the business and of the purposes to be conducted and promoted by the corporation, is to engage solely in the following activities:

1. To acquire from Mountain High Pinebrooke II, LLC, a Florida limited liability company and Musa at Pinebrooke II, LLC, a Florida limited liability company and Minor Pinebrooke II, LLC, a Florida limited liability company and Ramaekers Pinebrooke II, LLC, a Florida limited liability company and TSL Pinebrooke II, LLC, a Florida limited liability company and JDL Pinebrooke, LLC, a Florida limited liability company, as tenants in common, that certain parcel of real property, together with all improvements located thereon, in the City of Tampa, State of Florida, County of Hillsborough, commonly known as 10210 Windhorst Blvd., Tampa, Florida 33619 (collectively, 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 Limited Liability Company laws of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE VII: Single Purpose Entity/Separateness:

(a) Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan (“Loan”) with Merrill Lynch Mortgage Lending, Inc. (together with its successors and/or assigns “Lender”) to 10210 Windhorst Blvd., LLC, a Florida limited liability company (“Company”) remains outstanding, in the event of any conflict between the provisions contained in this Article and the other provisions hereof, the provisions of this Article shall control and govern. All capitalized terms within this Article shall have the meaning ascribed to them in that certain Loan Agreement between Company and Lender.

(b) Company has not, and for so long as the Loan shall remain outstanding, Company shall not:

(i) engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(ii) acquire or own any assets other than (A) the Property, and (B) such incidental Personal Property as may be necessary for the operation of the Property;

(iii) merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(iv) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable Legal Requirements of the jurisdiction of its organization and formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

(v) own any subsidiary, or make any investment in, any Person;

(vi) commingle its assets with the assets of any other Person;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the Debt, (B) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred and paid on or prior to such date, and/or (C) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to Personal Property on commercially reasonable terms and conditions; provided, however, the aggregate amount of the indebtedness described in (B) and (C) shall not exceed at any time two percent (2%) of the outstanding principal amount of the Note;

(viii) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person; except that Company's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that such consolidated financial statements contain a footnote indicating that Company is a separate legal entity and that it maintains separate books and records;

(ix) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of Company, or any Affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(x) 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 other Person;

(xi) assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(xii) make any loans or advances to any Person;

(xiii) fail to file its own tax returns or files a consolidated federal income tax return with any Person (unless prohibited or required, as the case may be, by applicable Legal Requirements);

(xiv) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(xv) 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, provided that there are sufficient funds from the operation of the Property to do so;

(xvi) without the unanimous written consent of all of its members, and the written consent of 100% of the managers of Company (A) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws, (B) seek or consent to the appointment of a receiver, liquidator or any similar official, (C) take any action that might cause such entity to become insolvent, or (D) make an assignment for the benefit of creditors;

(xvii) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an Affiliate) among the Persons sharing such expenses and to use separate stationary, invoices and checks;

(xviii) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) only from its own funds, provided that there are sufficient funds from the operation of the Property to do so;

(xix) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable; or

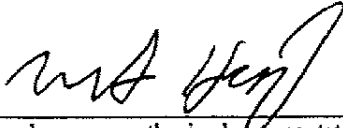
(xx) fail to maintain a sufficient number of employees in light of its contemplated business operations.

(c) For so long as the Loan shall remain outstanding, Company, shall not allow direct and/or indirect transfers of ownership interests in Company that would violate the provisions of Article 5 and/or Article 6 of the Loan Agreement executed by Company in connection with the Loan.

(d) For so long as the Loan shall remain outstanding, Company's obligation hereunder, if any, to indemnify its directors and officers, partners, members or managers, as applicable, is hereby fully subordinate to the Loan and the loan documents executed in connection therewith (the "Loan Documents") and no indemnity payment from funds of Company (as distinct from funds from other sources, such as insurance) of any indemnity hereunder, if any, shall be payable from amounts allocable to any other person pursuant to the Loan Documents.

(e) For so long as the Loan shall remain outstanding, Company shall not amend, terminate or otherwise alter the provisions of this Article without Lender's prior written consent.

REQUIRED SIGNATURE:



(Signature of a member or an authorized representative of a member)

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Robert Herzog

Typed or printed name of signee

Filing Fees:

- \$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
- \$30.00 Certified Copy (optional)
- \$5.00 Certificate of Status (optional)