

Division of Corporations

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AL600000741

Florida Department of State
Division of Corporations
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To: Division of Corporations
Fax Number : (850) 617-6381

From: Account Name : FRANK, WEINBERG, BLACK, P.L.
Account Number : I20043000383
Phone : (954) 474-9000
Fax Number : (954) 474-9850

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

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FLORIDA PROFIT/NON PROFIT CORPORATION
CFH - CENTRE AT WELLINGTON GREEN, INC.

Certificate of Status	0
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**ARTICLES OF INCORPORATION
OF
CFH – CENTRE AT WELLINGTON GREEN, INC.**

The undersigned incorporator hereby forms a corporation under Chapter 607 of the laws of the State of Florida.

**ARTICLE I
NAME**

The name of the corporation shall be:

CFH – CENTRE AT WELLINGTON GREEN, INC.

The address of the principal office of this corporation shall be

6358 Gun Park Drive, #202A
Boulder, CO 80301

and the mailing address of the corporation shall be the same.

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**ARTICLE II
NATURE OF BUSINESS**

1. Purpose. The nature of the business and of the purposes to be conducted and promoted by the corporation is to engage solely in the activity of acting as a general partner of The Centre at Wellington Green, LLLP, a Florida limited partnership, (the "Partnership"); whose purpose is own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the real property legally described on Exhibit A attached hereto ("the Property"). The corporation shall exercise all powers enumerated under the Corporate laws for the State of Florida as is necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

2. Certain Prohibited Activities. Notwithstanding any provision hereof to the contrary, the Corporation shall only incur or cause the Partnership to only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of Wells Fargo, N.A., or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the Corporation shall not and shall not cause the Partnership to incur, assume, or guaranty any other indebtedness.

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For so long as the First Mortgage exists on any portion of the Property and the partnership remains owner of the Property, the Corporation:

(i) shall not and shall not cause the Partnership to dissolve or liquidate,

(ii) shall not and shall not cause the Partnership to consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity,

(iii) shall not voluntarily commence a case with respect to itself or cause the Partnership to 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 to the board of directors, and

(iv) shall not materially amend the certificate of incorporation or by-laws of the Corporation or the Partnership agreement of the Partnership without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property."

3. Indemnification. Notwithstanding any provision hereof to the contrary, any indemnification of the corporation's directors and officers shall be fully subordinated to any obligations respecting the partnership or the Property (including, without limitation the First Mortgage) and such indemnification shall not constitute a claim against the Corporation or the Partnership in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

4. Separateness Covenants. For so long as the First Mortgage exists on any portion of the Property in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

(i) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space.

(ii) It shall maintain corporate records and books of account separate from those of its parent and any affiliate.

(iii) Its board of directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions.

(iv) It shall observe all corporate formalities.

(v) It shall not commingle assets with those of its parent and any affiliate.

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- (vi) It shall conduct its own business in its own name.
- (vii) It shall maintain financial statements separate from its parent and any affiliate.
- (viii) It shall pay any liabilities out of its own funds, including salaries of any employees, not fund of its parent or any affiliate.
- (ix) It shall maintain an arm's length relationship with its parent and any affiliate.
- (x) It shall not guarantee or become obligated for the debts of any other entity, including its parent or any affiliate, or hold out its credit as being available to satisfy the obligations of others.
- (xi) It shall use stationery, invoices and checks separate from its parent and any affiliate.
- (xii) It shall not pledge its assets for the benefit of any other entity, including its parent and any affiliate.
- (xiii) It shall hold itself out as any entity separate from its parent and any affiliate.

5. Definitions.

For purposes of this Article II, the following terms shall have the following meanings:

A. "affiliate" means any person controlling or controlled by or under common control with the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this corporation, its parent 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.

B. "parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50% or more of the voting stock of the corporation.

C. "person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any

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beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

**ARTICLE III
CAPITAL STOCK**

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 1000 shares of common stock having \$1.00 par value per share.

**ARTICLE IV
REGISTERED AGENT**

The name of the initial registered agent of this company is: Steven A. Weinberg, Esq. The street address of the initial registered office of the Limited Liability Company in the State of Florida is: c/o Frank, Weinberg & Black, P.L., 7805 SW 6th Court, Plantation, FL 33324.

**ARTICLE V
TERM OF EXISTENCE**

This corporation is to exist perpetually.

**ARTICLE VI
INCORPORATOR**

The name and street address of the incorporator of these Articles of Incorporation:

Alan Cogen
6658 Gun Park Drive, #202A
Boulder, CO 80301

**ARTICLE VII
DIRECTOR AND OFFICERS**

The name and street address of the sole Director, President and Secretary of this Corporation:

Alan Cogen
6658 Gun Park Drive, #202A, Boulder, CO 80301

IN WITNESS WHEREOF, the undersigned, has hereto set his hand and seal this

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5 day of January, 2016

Alan Cogen
Alan Cogen, Incorporator

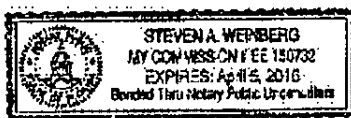
STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ALAN COGEN, and acknowledged before me that he executed this foregoing Articles Of Incorporation and for the purposes therein expressed.

IN WITNESS WHEREOF, I hereto set my hand and official seal this 5 day of January, 2016.

Print Name Steven A. Weinberg

Notary Public
State of Florida:


ACCEPTANCE
OF
REGISTERED AGENT DESIGNATED

The undersigned, Steven A. Weinberg, Esquire, having a business office at Frank, Weinberg & Black, P.L., 7805 SW 6th Court, Plantation, FL 33324, and having been designated as the Registered Agent in the above and forgoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.

Steven A Weinberg, Esq.

Dated: January 5 2016

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