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April 18, 2002

**CORPORATION NAME (S) AND DOCUMENT NUMBER (S):**

JW Advance, LLC

**Filing Evidence**

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy - 2 sets

**Retrieval Request**

- ☐ Photocopy
- ☐ Certified Copy

**Type of Document**

- ☐ Certificate of Status
- ☒ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

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000005293580-1-6  
-04/18/02-01045-026  
\*\*\*\*190.00 \*\*\*\*190.00

| NEW FILINGS       |                   |
|-------------------|-------------------|
|                   | Profit            |
|                   | Non Profit        |
| X                 | Limited Liability |
|                   | Domestication     |
| Name Availability | Other             |

| AMENDMENTS |                                    |
|------------|------------------------------------|
|            | Amendment                          |
|            | Resignation of RA Officer/Director |
|            | Change of Registered Agent         |
|            | Dissolution/Withdrawal             |
|            | Merger                             |

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| OTHER FILINGS |                  |
|---------------|------------------|
| Update        | Annual Reports   |
| Update/Verify | Fictitious Name  |
| Action        | Name Reservation |
|               | Reinstatement    |

| REGISTRATION/QUALIFICATION |                   |
|----------------------------|-------------------|
|                            | Foreign           |
|                            | Limited Liability |
|                            | Reinstatement     |
|                            | Trademark         |
|                            | Other             |

**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED  
LIABILITY COMPANY**

**ARTICLE I - Name**

The name of the Limited Liability Company is: JW Advance, LLC.

**ARTICLE II - Address**

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

|                 |                                                                      |
|-----------------|----------------------------------------------------------------------|
| Mailing Address | 1900 NW Corporate Boulevard, Suite 302E<br>Boca Raton, Florida 33431 |
| Street Address  | 1900 NW Corporate Boulevard, Suite 302E<br>Boca Raton, Florida 33431 |

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**ARTICLE III - Registered Agent and Office**

The name and the Florida street address of the initial registered agent of the Limited Liability Company are:

|                  |                                                                                 |
|------------------|---------------------------------------------------------------------------------|
| Registered Agent | Corporation Company of Miami                                                    |
| Street Address   | 201 South Biscayne Boulevard<br>1500 Miami Center - MLP<br>Miami, Florida 33131 |

**ARTICLE IV - Management**

The Limited Liability Company is to be managed by one or more Managers and is, therefore, a manager-managed company.

**ARTICLE V - Special Purpose Entity**

A. Notwithstanding any other provision of these Articles of Organization and any provision of law that otherwise so empowers the Company, so long as the first mortgage (the "First Mortgage") on the real property of the Company is outstanding, the Company may not, without the prior written consent of the holder of the First Mortgage, do any of the following:

(1) engage in any business or activity other than those set forth in Article VI of these Articles of Organization; or

(2) incur any indebtedness or assume or guaranty any indebtedness.

B. Notwithstanding anything to the contrary, so long as the First Mortgage is outstanding, the Company may not do any of the following:

(1) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity;

(2) amend or cause to be amended the organizational documents of the Company with respect to changing the sole purpose of the Company or the separateness covenants contained therein;

(3) take any action that might cause the Company to become insolvent or

(4) dissolve or liquidate in whole or in part.

C. Notwithstanding anything to the contrary, so long as the First Mortgage is outstanding, the Members of the Company (the "Members") may not do, or cause the Company to do, any of the following without the affirmative vote of 100% of the Members, including the Independent Director of the board of the Manager of the Company (as hereinafter defined):

(1) institute proceedings to be adjudicated bankrupt or insolvent;

(2) consent to the institution of bankruptcy or insolvency proceedings against it;

(3) file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy;

(4) seek or consent to the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any other similar official of the Company or a substantial part of its properties;

(5) make any assignment for the benefit of creditors;

(6) admit in writing its inability to pay its debts generally as they become due;

(7) otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;

(8) take any action in furtherance of any of the preceding actions;

(9) engage in transactions with affiliates; or

(10) except as otherwise provided herein, amend the organizational documents of the Company.

D. Notwithstanding anything to the contrary, the Company shall, and shall cause the Manager to:

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- (1) maintain books and records separate from any other person or entity;
- (2) maintain its bank accounts separate from any other person or entity;
- (3) not commingle its funds and other assets with those of any other person or entity and hold all of its assets in its own name;
- (4) maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person or entity;
- (5) not do any act which would make it impossible to carry its ordinary business;
- (6) conduct its own business in its own name;
- (7) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- (8) pay its own liabilities and expenses only out of its own funds;
- (9) as appropriate for the organizational structure of the Company, observe all corporate and other organizational formalities;
- (10) maintain an office through which its business will be conducted separate and apart from those of its affiliates and maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
- (11) pay the salaries of its own employees from its own funds;
- (12) maintain a sufficient number of employees in light of its contemplated business operations;
- (13) not guarantee or become obligated for the debts of any other entity or person;
- (14) not hold out its credit as being available to satisfy the obligations of any other person or entity;
- (15) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;
- (16) not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities);
- (17) allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- (18) use separate stationery, invoices and checks bearing its own name;

- (19) not pledge its assets for the benefit of any other person or entity;
- (20) hold itself out as a separate entity;
- (21) correct any known misunderstanding regarding its separate identity;
- (22) not identify itself as a division or part of any other person or entity;
- (23) maintain adequate capital in light of its contemplated business operations;
- (24) be and remain solvent and pay its debt from its assets as the same shall become due;
- (25) conduct and operate its business as presently conducted and operated; and
- (26) not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or other evidence of beneficial ownership of, any entity.

E. The Board of Directors of the Manager shall at all times while the First Mortgage is outstanding include at least one Independent Director. An "Independent Director" shall mean a director of the Corporation who is not at the time of initial appointment and has not been at any time during the preceding five (5) years and shall not be at any time while serving as Independent Director: (a) a stockholder, director, officer, employee, partner or member of the Manager or the Company or any affiliate of either of them, or an employee of such customer supplier, or other person; (b) a customer, supplier or other person who derives more than 10% of its purchases or revenues from its activities with the Manager or the Company or any affiliate of either of them; (c) a person or other entity controlling or under common control with any such stockholder, director, officer, employee, partner, member, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, member, customer, supplier or other person. (As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities by contract or otherwise).

F. The Board of Directors of the Manager shall be required to consider the interests of creditors of the Company in connection with all corporate action.

G. Notwithstanding any other provision to the contrary, so long as the First Mortgage is outstanding, no transfer of any direct or indirect ownership interest in the Company such that the transferee owns more than a 49% interest in the Company (or such other interest as specified in the First Mortgage) may be made without the consent of Lender unless such transfer is conditioned upon the delivery of an acceptable Non-Consolidation Opinion (as defined below) to the holder of the First Mortgage and to any nationally recognized rating agency which has been requested by the holder of the First Mortgage or any transferee of such holder to rate any issue of securities issued in respect of a pool of mortgage loans which includes the loan secured by the First Mortgage (the "Certificates") and which is then rating, or expected to rate, such Certificates (individually, a "Rating Agency"), concerning, as applicable, the Company, the new transferee and/or their respective owners.

For purposes of this Paragraph, "Non-Consolidation Opinion" shall mean an opinion of counsel to the Company (reasonably satisfactory to the holder of the First Mortgage and each Rating Agency in form and substance, from counsel reasonably satisfactory to the holder of the First Mortgage and each Rating Agency and containing assumptions, limitations and qualifications customary for opinions of such type) to the effect that a court of competent jurisdiction in a proceeding under the United States Bankruptcy Code would not consolidate the assets and liabilities of the Company with those of any Member or affiliate thereof which became a debtor under the United States Bankruptcy Code, and if applicable to the Company, that any such transfer would not be a fraudulent conveyance under the United States Bankruptcy Code.

H. So long as the First Mortgage is outstanding, without the prior written consent of the holder of the First Mortgage and the vote of one hundred percent (100%) of the members of the Board of Directors of the Manager, including the Independent Director, the Company may not amend, alter, change or repeal Article V or Article VI of these Articles of Organization.

I. Notwithstanding any other provision of this Agreement to the contrary, the unanimous consent of all partners/members (including that of the Special Purpose Entity, which will in turn require the vote of an Independent Director) is required for the Company to:

- (1) institute proceedings to be adjudicated bankrupt or insolvent;
- (2) consent to the institution of bankruptcy or insolvency proceedings against it;
- (3) file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy;
- (4) seek or consent to the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any other similar official of the Company or a substantial part of its properties;
- (5) make any assignment for the benefit of creditors;
- (6) admit in writing its inability to pay its debts generally as they become due;
- (7) otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;
- (8) take any action in furtherance of any of the proceeding actions;
- (9) engage in transactions with affiliates; or
- (10) amend the organizational documents of the Company.

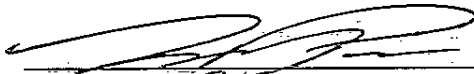
J. If there are one or more general partners/managing members of the Company in addition to the Special Purpose Entity, notwithstanding any other provision of this Agreement to

the contrary, the Company shall continue (and not dissolve) for so long as a solvent general partner/managing member exists.

#### ARTICLE VI – Purpose

The purpose of the Company is limited solely to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the real property located at 6262 Sunset Drive, Miami, FL, (ii) obtain a loan (the “First Mortgage Loan”) from Westminster Capital Company, L.C. (the “Lender”) which First Mortgage loan shall be secured a first priority mortgage/deed of trust upon the Property (the “Mortgage”), and (iii) transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

Date: April 10, 2002

  
Mark L. Peterson, Esq., Member or  
Authorized Representative of a Member

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## REGISTERED AGENT ACCEPTANCE

Having been named to accept service of process for the above stated limited liability company at the address designated in this certificate pursuant to the provisions of Section 608.415, Florida Statutes, the undersigned hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of its duties.

CORPORATION COMPANY OF MIAMI  
REGISTERED AGENT

By: Arthur J. Menor  
Arthur J. Menor  
Vice President

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### FILING FEES:

\$100.00 Filing Fee for Articles of Organization  
\$25.00 Designation of Registered Agent  
\$30.00 Certified Copy (OPTIONAL)