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LIMITED LIABILITY COMPANY

MPKG MESQUITE GP, LLC

Certificate of Status	0
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**ARTICLES OF ORGANIZATION  
OF  
MPKG MESQUITE GP, LLC**

These Articles of Organization are made for the purpose of organizing a Florida Limited Liability Company under the Florida Limited Liability Company Act, Chapter 608, Florida Statutes.

**ARTICLE I  
NAME**

The name of this limited liability company (the "Company") is: MPKG MESQUITE GP, LLC

**ARTICLE II  
ADDRESS**

The Company's mailing address and street address of the principal office of the Company is 2300 Glades Road, Suite 230W, Boca Raton, Florida 33431.

**ARTICLE III  
DURATION**

The period of duration for the Company will be perpetual.

**ARTICLE IV  
REGISTERED AGENT AND OFFICE**

The name of the initial registered agent of the Company is Kenneth J. Goodman, and his address is 2300 Glades Road, Suite 230W, Boca Raton, Florida 33431.

**ARTICLE V  
MANAGEMENT**

The Company shall be a manager-managed company. The sole Managers of the Company are Michael Puder and Kenneth J. Goodman. The Managers, acting unanimously (except as otherwise set forth in Section 12.2 of the Operating Agreement of the Company), have the sole right and full and exclusive authority to manage and operate the business of the Company in the best interests of the Company and its Members. The Managers shall have all the rights and powers which are otherwise conferred by law or are necessary or advisable for the discharge of their duties and the management of the affairs of the business of the Company. No Member, in its capacity as such, may transact any business for the Company or take any part in the management of the Company and will have no power to bind or commit the Company.

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## ARTICLE VI PURPOSE

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:

- (1) To act as general partner of MPKG Mesquite, Ltd., a Texas limited partnership (the "Partnership"), which will acquire that certain parcel of real property, together with all improvements located thereon, located at 18671 LBJ Parkway, Mesquite, Texas (the "Property").
- (2) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property.
- (3) To exercise all powers enumerated in the Limited Liability Company Act of Florida incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

## ARTICLE VII CERTAIN PROHIBITED ACTIVITIES

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 Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Company shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Company shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of membership interest. For so long as a mortgage lien exists on the Property, the Company will not without the unanimous consent of all of the members of the Company: (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. For so long as a mortgage lien exists on the Property, no material amendment to these articles of organization may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

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## ARTICLE VIII INDEMNIFICATION

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: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

## ARTICLE IX SEPARATENESS COVENANTS

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: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these Articles of Organization, the Company shall conduct its affairs in accordance with the following provisions:

- (1) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.
- (2) It shall maintain separate records, books and accounts from those of any affiliate or any other person.
- (3) It shall not commingle funds or assets with those of any affiliate or any other person.
- (4) It shall conduct its business and hold its assets in its own name.
- (5) It shall maintain financial statements, accounting statements and prepare tax returns separate from any affiliate or any other person.
- (6) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations.
- (7) It shall maintain adequate capital in light of its contemplated business operations.
- (8) It shall maintain an arm's length relationship with any affiliate.
- (9) It shall not assume or guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.

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- (10) It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except the guarantor of the mortgage loan.
- (11) It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate.
- (12) It shall not acquire obligations or securities of its partners, members or shareholders or any affiliate.
- (13) It shall use stationery, invoices and checks separate from any affiliate or any other person.
- (14) It shall hold itself out as an entity separate and distinct from any affiliate and not as a division, department or part of any other person or entity.
- (15) It shall not identify its members or any affiliates as a division or part of it.
- (16) It shall correct any known misunderstanding regarding its separate identity.
- (17) It shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity.
- (18) It shall not share a common logo with any affiliate or any other person.
- (19) It shall not acquire or own any material assets other than its interest in the Partnership and such incidental personal property as may be necessary for the operation of the Property.
- (20) It shall maintain its books, records, resolutions and agreements as official records.
- (21) It shall hold regular meetings, as appropriate, to conduct its business and observe all Company level formalities and record keeping.

For purpose of this Article IX, 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 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.

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**CERTIFICATE OF DESIGNATION  
OF REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.


1. The name of the limited liability company is:

MPKG MESQUITE GP, LLC

2. The name and the Florida address of the registered agent are:

Kenneth J. Goodman  
2300 Glades Road, Suite 230W  
Boca Raton, Florida 33431

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.

  
Kenneth J. Goodman

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