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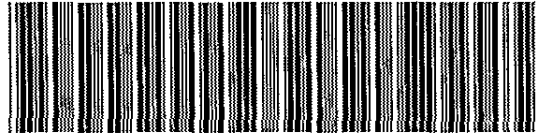
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TALLAHASSEE, FLORIDA

Quality From The Ground Up

# CATALFUMO

Construction and Development, Inc.

CONSTRUCTION • DEVELOPMENT • MANAGEMENT

Daniel S. Catalfumo, President

*(Sent via Federal Express)*

March 9, 2007

Ms. Margaret Ray Kemper  
Department of State  
215 S. Monroe Street  
Suite 815  
Tallahassee, FL 32301

Re: Articles of Organization of RCA Center Investments, LLC

Dear Ms. Kemper:

Enclosed please find above captioned document together with our check in the amount of \$160.00.

Per my e-mail, please have this walked to the Secretary of State and return to me a certified copy as well as a Good Standing Certificate in the enclosed Federal Express Envelope.

Thank you.

Sincerely,

  
James E. Jacoby

JEJ/lk  
Enc.

ARTICLES OF ORGANIZATION  
OF  
RCA CENTER INVESTMENTS, LLC

**FILED**

07 MAR 12 PM 2:43

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THE UNDERSIGNED, hereby forms and establishes a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, as follows:

ARTICLE I - Name and Address

The name of this limited liability company is: RCA Center Investments, LLC, and the principal place of business and mailing address of this Company shall be 4300 Catalfumo Way, Palm Beach Gardens, FL 33410.

ARTICLE II - Commencement and Duration

This limited liability company shall **COMMENCE ON THE DATE OF SIGNING** of these Articles and the duration of this Company is perpetual.

ARTICLE III - Purpose

The Company's business and purpose shall consist solely of the following:

(i) To acquire the sole membership interest in and act as the Member of RCA Center II of Florida, LLC, a Florida limited liability company (the "Borrower"), which is engaged solely in the ownership, operation and management of a parcel of real estate located in Palm Beach Gardens, Florida (the "Property"), pursuant to and in accordance with these Articles of Organization and the Borrower's Articles of Organization and Operating Agreement (the "Borrower's Agreements"); and

(ii) to engage in such other lawful activities permitted to limited liability companies by the laws of the State of Florida as are incidental, necessary or appropriate to the foregoing.

ARTICLE IV – Independent Manager/Limitations

(a) At all times at which the Company shall take, or shall be required to take, any action in its capacity as a Member of Borrower and until such time as all obligations to Wells Fargo Bank, National Association, its successors and/or assigns (the "Lender") has been paid in full, the Company shall have at least one (1) "Independent Manager".

(b) An "Independent Manager" means a natural person who is not at any time while serving as Independent Manager and has not been at any time during the preceding five (5) years:

(i) a manager (other than as an Independent Manager of the Company), member, director, stockholder, partner, attorney, counsel, officer or employee of the Company, Borrower, or any of their respective, stockholders, managers, members, beneficial interest

owners, or Affiliates;

(ii) a creditor or customer of, or supplier, service provider (including a provider of professional services) to, or other Person who derives any of its purchases or revenues from its activities with the Company, Borrower, or any of their respective stockholders, managers, members, beneficial interest owners or Affiliates;

(iii) a member of the immediate family of any Person excluded from being an Independent Manager under clause (i) or (ii) of this definition, or;

(iv) an Affiliate of any Person excluded from being an Independent Manager under clause (i) or (ii) of this definition.

A natural person who otherwise satisfies the definition of "Independent Manager" but for clause (ii) shall not be disqualified from serving as an Independent Manager of the Company if such individual is an independent director, independent manager or non-economic member provided by a nationally-recognized company that provides professional independent managers, independent directors and non-economic members and that also provides other corporate services in the ordinary course of its business. A natural person who otherwise satisfies the definition of "Independent Manager" except for being the independent director, manager or non-economic member of an Affiliate of the Company, shall not be disqualified from serving as an Independent Manager of the Company because such individual is at the time of initial appointment, or at any time while serving as an Independent Manager of the Company, an independent director, independent manager or non-economic member of a "special purpose entity" that is an Affiliate of the Company (other than an Affiliate of the Company that is an obligor of any subordinate financing permitted by the Lender), but only if such individual is an independent director, independent manager or non-economic member provided by a nationally-recognized company that provides professional Independent Manager, independent directors or non-economic members. For purposes of this paragraph, a "special purpose entity" is an entity whose organizational documents contain restrictions on its activities and impose requirements intended to preserve the entity's separateness that are substantially similar to those of the Company or Borrower, as applicable, and provide, inter alia, that it: (A) is organized for the limited purpose of owning and operating one or more properties (or being the general partner or a member or manager of such an entity); (B) has restrictions on its ability to incur indebtedness, dissolve, liquidate, consolidate, merge and/or sell assets; (C) may not file voluntarily a bankruptcy petition (on its own behalf or on behalf of the borrower of which it is the general partner or member, if applicable) without the consent of the Independent Manager or independent managers, and (D) shall conduct itself (and cause the borrower of which it is the general partner, manager or member, if applicable, to conduct itself) in accordance with certain "separateness covenants," including, but not limited to, the maintenance of its (and such borrower's) books, records, bank accounts and assets separate from those of any other Person. The Members of the Company shall have the right to remove and replace the Independent Manager at will, with or without cause so long as his or her successor has been elected simultaneously therewith as a replacement Independent Manager.

(c) "Affiliate" means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person.

(d) “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

(e) “Person” means any individual, partnership, corporation, trust, limited liability company, or other legal entity.

(f) “Family Member” means a spouse, sibling, child, grandchild, aunt, uncle, niece, nephew, cousin or other lineal descendant of the individual in question.

(g) With the consent of the members of the Company, which consent the members believe to be in the best interest of the members and the Company, no Independent Manager shall, with regard to any action to be taken under or in connection with this Article, owe a fiduciary duty or other obligation to the members or to any successor members (except as may specifically be required by the statutory law of any applicable jurisdiction), and every member, including each successor member, shall consent to the foregoing by virtue of such member’s purchase of a membership in the Company, no further act or deed of any member being required to evidence such consent. Instead, such Independent Manager’s fiduciary duty and other obligations with regard to such action under or in connection with this Article shall be owed to the Company (including its creditors). In addition, no Independent Manager may be removed unless his or her successor has been elected.

(h) Notwithstanding any other provision of these Articles and any provision of law that otherwise so empowers the Company, the Company shall not, without the unanimous consent of its Manager, including the Independent Manager, do any of the following:

- (i) engage in any business or activity other than those set forth in Article III or cause or allow the Borrower to engage in any business or activity other than as set forth in the Borrower Agreements;
- (ii) incur any indebtedness or assume or guaranty any indebtedness of any Person, other than the Mortgage (as defined in the Borrower’s Agreements) and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business (subject to the limitations contained in the Mortgage);
- (iii) cause the Borrower to incur any indebtedness or to assume or guaranty any indebtedness of any Person, other than the Mortgage and indebtedness permitted therein and normal trade accounts payable in the ordinary course of business (subject to the limitations contained in the Mortgage);
- (iv) dissolve, wind-up or liquidate, in whole or in part;
- (v) cause or consent to the dissolution, winding-up or liquidation, in whole or in part, of the Borrower;
- (vi) consolidate, combine or merge with or into any other Person or

convey or transfer or lease its property and assets substantially as an entirety to any Person;

- (vii) cause the Borrower to consolidate, combine or merge with or into any Person or to convey or transfer or lease its Property and assets substantially as an entirety to any Person;
- (viii) with respect to the Company or the Borrower, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or the Borrower, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or the Borrower or a substantial part of the property of the Company or the Borrower, or make any assignment for the benefit of creditors, or admit in writing the Company's inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;
- (ix) amend Articles III, IV and V of these Articles of Organization of the Company or approve an amendment to Sections 2.3, 5.1 and 11.1 of the Borrower's Operating Agreement; or
- (x) withdraw as the Member of the Borrower.

So long as any obligations secured by the Mortgage remain outstanding and not paid in full, the Company shall have no authority to take, and shall not take, any action in items (i) through (vii), (ix) or (x) above without (1) the prior written consent of the holder of the Mortgage and, (2) after any Secondary Market Transaction (as defined in the Mortgage) and if requested by the holder of the Mortgage, confirmation from each of the Rating Agencies (as defined in the Mortgage) that such action will not result in the qualification, withdrawal or downgrade of any securities rating assigned in connection with the Mortgage.

#### ARTICLE V – SEPARATENESS/OPERATIONS MATTERS

The Company, so long as the obligations to the Lender remain outstanding:

- (a) has not and will not fail to correct any known misunderstanding regarding the separate identity of such entity;
- (b) has maintained and will maintain its accounts, books and records separate from any other person or entity;
- (c) has maintained and will maintain its books, records, resolutions and agreements as official records;

. . . .

(d) (i) has not and will not commingle its funds or assets with those of any other entity; and (ii) has held and will hold its assets in its own name;

(e) has conducted and will conduct its business in its own name;

(f) has maintained and will maintain its accounting records and other entity documents separate from any other person or entity;

(g) has prepared and will prepare separate tax returns and financial statements, or if part of a consolidated group, is shown as a separate member of such group;

(h) has paid and will pay its own liabilities and expenses out of its own funds and assets;

(i) has held and will hold regular meetings, as appropriate, to conduct its business and has observed and will observe all corporate formalities and record keeping, as applicable;

(j) has not and will not assume or guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;

(k) has not and will not acquire obligations or securities of its shareholders;

(l) has allocated and will allocate fairly and reasonably the costs associated with common employees and any overhead for shared office space and such entity has used and will use separate stationery, invoices and checks;

(m) has not and will not pledge its assets for the benefit of any other person or entity;

(n) has held and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other person or entity;

(o) has not made and will not make loans to any person or entity;

(p) has not and will not identify its members or any affiliates of any of the foregoing, as a division or part of it;

(q) has not entered into and will not enter into or be a party to, any transaction with its shareholders or any affiliates of any of the foregoing, except in the ordinary course of its business pursuant to written agreements and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;

(r) has paid and will pay the salaries of its own employees and has maintained and will maintain a sufficient number of employees in light of its contemplated business operations;

(s) has maintained and will maintain adequate capital in light of its contemplated

business operations;

(t) the managers of the company shall consider the interests of the creditors of the company in connection with all corporate action;

(u) has maintained and will continue to maintain at least one Independent Manager; and

(v) has not caused or allowed and will not cause or allow the Company's Manager to take any action requiring the unanimous affirmative vote of 100% of the Members of the Company, unless an Independent Manager shall have participated in such vote

#### ARTICLE VI - Amendment

Except as otherwise required by Article IV above, these Articles of Organization may be amended, modified or repealed by the affirmative vote of a majority of the Members.

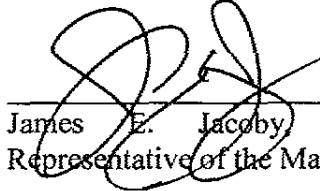
#### ARTICLE VII - Initial Office and Agent

The street address of this Company's initial registered office in Florida is 4300 Catalfumo Way, Palm Beach Gardens, FL 33410, and the name of its initial registered agent is James E. Jacoby with an address of 4300 Catalfumo Way, Palm Beach Gardens, FL 33410.

#### ARTICLE VIII -

The Company is a manager-managed limited liability company. The Manager of the Company is Daniel S. Catalfumo, with an address of 4300 Catalfumo Way, Palm Beach Gardens, FL 33410.

IN TESTIMONY WHEREOF, I have hereto subscribed my name this 9 day of March, 2007.

  
James E. Jacoby Authorized  
Representative of the Manager



CERTIFICATE DESIGNATING PLACE OF  
BUSINESS OR DOMICILE FOR THE SERVICE  
OF PROCESS WITHIN THIS STATE NAMING  
AGENT UPON WHOM PROCESS MAY BE SERVED

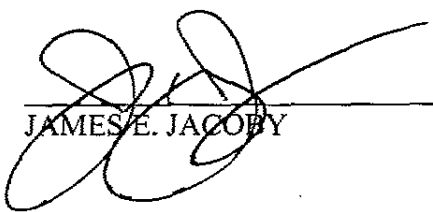
The following is submitted pursuant to 608.415, Florida Statutes:

RCA Center Investments, LLC, desiring to organize under the laws of the State of Florida, being in the County of Palm Beach at 4300 Catalfumo Way, Palm Beach Gardens, FL 33410, has named James E. Jacoby located at 4300 Catalfumo Way, Palm Beach Gardens, FL 33410 as its initial Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated Company, at the initial registered office of the Company in this State, I hereby accept to act in this capacity and agree to comply with the provisions of said statute relative to keeping the registered office of the Company open from 10:00 a.m. to noon each day, except Saturdays, Sundays and legal holidays, and to post therein a sign designating the name of the Company and the name of its Registered Agent.

DATED this 9 day of March, 2007.

  
\_\_\_\_\_  
JAMES E. JACOBY

**FILED**  
07 MAR 12 PM 2:43  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA