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ARTICLES OF ORGANIZATION
for
CHING ENTERPRISES, LLC
a Florida Limited Liability Company

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The undersigned, desiring to form a limited liability company under and pursuant to Florida Statute 608 entitled the Florida Limited Liability Company Act, do hereby adopt the following Articles of Organization for such company:

ARTICLE ONE: NAME AND PURPOSE

The name of this company shall be **CHING ENTERPRISES, LLC** and the address of its initial principal office is 1035 State Road 7, Suite 316, Wellington, FL 33414, and the mailing address is the same.

The Limited Liability Company's (the "Company's") business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the real estate project known as Wellington Reserve Office Park, located at 1035 State Road 7, Wellington, Florida, (the "Property") and activities incidental thereto.

ARTICLE TWO: POWERS AND DUTIES

Notwithstanding any other provisions of these Articles and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of all members, the Managing Member shall have no authority on behalf of the Company to:

(i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;

(ii) seek the dissolution or winding up, in whole or in part, of the Company;

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

(iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets

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of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action; or

- (v) amend, modify or alter Articles One, Two, Three, Four, Five or Six of these Articles.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Managing Member shall have no authority (1) to take any action in items (i) through (v) above unless such action has been approved by a unanimous vote of the Managing Member's Board of Directors, including the Independent Director, as defined in the Managing Member's Articles of Incorporation, or (2) to take any action in items (i) through (iii) and (v) without the written consent of the holder of the Security Instrument.

So long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Company shall have a corporate managing member having articles of incorporation containing the restrictions and items set forth in Articles One, Two, Three and Four of the Managing Member's Articles of Incorporation as of the date hereof, and the Company shall have no other managing members.

The Company shall have all powers authorized by law, as well as any additional lawful powers to effectuate and complete its business transactions.

ARTICLE THREE: TITLE TO COMPANY PROPERTY

All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes.

ARTICLE FOUR: SEPARATENESS/OPERATIONS MATTERS

The Company has not and shall not:

(a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;

(b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Articles of Organization, or the Company's Operating Agreement;

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;

(d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on

account of equity interests in the Company permitted by the Security Instrument and properly accounted for;

(e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Company, the affiliates of a partner or member of the Company and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Company;

(g) enter into any contract or agreement with any partner, member, principal or affiliate of the Company or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the Company, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

(h) fail to correct any known misunderstandings regarding the separate identity of the Company;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Company (except for a Guarantor or Indemnitor (as defined in the Security Instrument));

(j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Company, or any partner, member, principal or affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

(l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Company or any partner, member, principal or affiliate thereof);

(m) fail to allocate fairly and reasonably among the Company and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(o) 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;

1. share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Company, (ii) any affiliate of a partner, principal, member or affiliate of the Company or (iii) any other person or entity or allow any person or entity to identify the Company as a department or division of that person or entity;

(q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Company or the creditors of any other person or entity; or

(r) fail to conduct its business so that the assumptions made with respect to the Company Partnership and the Managing Member in any "substantive non-consolidation" opinion letter delivered in connection with the origination of financing secured by a Security Instrument shall be true and correct in all respects.

ARTICLE FIVE: EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A MEMBER

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

ARTICLE SIX: SUBORDINATION OF INDEMNIFICATION PROVISIONS

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Company arising under these Articles, or the laws of the state of organization of the Company shall be fully subordinate to any obligations of the Company arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Company to the extent of, and shall be paid by the Company in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

ARTICLE SEVEN: DURATION

The period of duration for the Limited Liability Company shall be perpetual.

ARTICLE EIGHT: MANAGEMENT

The Limited Liability Company is to be managed by the members and the name and address of the managing member is:

CHING DEVELOPMENT ENTERPRISES, INC., a Florida corporation
1035 State Road 7, Suite 316
Wellington, FL 33414

ARTICLE NINE: REGISTERED AGENT

The name and street address of the initial registered agent and office for this company is as follows:

JEFFREY FEINBERG, ESQ.
FEINBERG & MAIDENBAUM
4000 Hollywood Boulevard, Suite 350-N
Hollywood, Florida 33021

ARTICLE TEN: DISSOLUTION

The company shall exist until dissolved in a manner provided by law, these Articles or Regulations adopted by the members.

This limited liability company shall be dissolved upon the occurrence of any of the following events:

(a) By the unanimous written agreement of all members.

(b) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or upon the occurrence of any other event which terminates the continued membership of a member in the limited liability company, unless the business of the limited liability company is continued by the consent of all remaining members or under a right to continue stated in the articles of organization of the limited liability company.

The business of the Company shall be managed by its Members, but the company has the right to hire a manager or managers to assist in the operation of the company.

The power to adopt, alter, amend or repeal the regulations of the limited liability company shall be vested in the Members.

Except as otherwise provided by Law, no debt shall be contracted nor liability incurred by or on behalf of this company except by all the Members, unless otherwise provided in the Regulations or further action of the Members.

A member shall not receive out of the Company property any return of his or her contribution until:

(a) all liabilities of the company, except liabilities to Members on account of their contributions to capital, have been paid or sufficient property of the company remains to pay them,

(b) the consent of all Members is had, unless the return of the contribution to capital may be rightfully demanded,

(c) these Articles are canceled or so amended as to set out the withdrawal reduction,

A Member shall be entitled to the return of his or her contribution in the manner provided for in the Regulations of the Company.

IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledged them to be my act this 16th day of May, 2007.


Signature of an authorized representative of a member, executing the Articles of Organization.

(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.)

Jeffrey Feinberg

Typed or printed name of signee

Prepared By:
Jeffrey Feinberg, Esquire
FAN# 275700
4000 Hollywood Blvd., Suite 350-N
Hollywood, FL 33021
(954) 962-8889

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Registered Agent/Registered Office

CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, 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:

CHING ENTERPRISES, LLC

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

Jeffrey Feinberg
4000 Hollywood Boulevard, Suite 350-N
Hollywood, FL 33021

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.



(Signature)

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