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DIVISION OF CORPORATIONS
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 068446 89303A

AUTHORIZATION :

COST LIMIT :

Spurden
~~\$ 125.00~~ 155.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : August 23, 2007

ORDER TIME : 3:08 PM

ORDER NO. : 068446-005

CUSTOMER NO: 89303A

DOMESTIC FILING

NAME: CREATIVE CHILD REAL ESTATE
HOLDINGS, LLC

EFFECTIVE DATE:

 ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Troy Todd - EXT. 2940

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION
OF
CREATIVE CHILD REAL ESTATE HOLDINGS, LLC

The undersigned, being a duly authorized representative of a Member, desiring to form a limited liability company under and pursuant to the Florida Limited Liability Company Act, Chapter 608 of the Florida Statutes, does hereby adopt the following Articles of Organization:

ARTICLE I

NAME

The name of the limited liability company is CREATIVE CHILD REAL ESTATE HOLDINGS, LLC (the "Company").

ARTICLE II

ADDRESS

The principal office and mailing address of the Company is:

555 S.W. 12th Avenue, Suite 101
Pompano Beach, Florida 33069

ARTICLE III

REGISTERED AGENT AND OFFICE

The Company designates 2655 Le Jeune Road, Suite 816, Coral Gables, Florida 33134 as the street address of the initial registered office of the Company and names Bruce J. Goldman as the Company's initial registered agent at that address to accept service of process within this state.

ARTICLE IV

MANAGEMENT

The Company shall be conducted, carried on, and managed by at least one (1) Manager. The Manager(s) shall also have the rights and responsibilities described in the Operating Agreement of the Company. The Manager(s) shall serve in such capacity until their successor(s) are duly elected and qualified.

ARTICLE V

DURATION AND CONTINUATION

The period of the Company's duration shall commence with the filing of these Articles of Organization with the Secretary of State of Florida, and shall continue perpetually, unless terminated (i) in accordance with the Company's Operating Agreement, or (ii) by the written agreement of a majority of the ownership interests.

ARTICLE VI

PURPOSE

The purpose for which the Company is being formed is to engage in the ownership, holding, and management of the real property located at 1125 and 1305 S.W. 101st Road, Davie, Florida, as permitted under the laws of the United States and the State of Florida.

ARTICLE VII

ADDITIONAL MEMBERS

Additional Members may be admitted upon the approval of a majority of the ownership interests of the Company, upon the written application of such new Member, in the manner set forth in the Operating Agreement of the Company.

ARTICLE VIII

OPERATING AGREEMENT

The power to adopt, alter, amend, or repeal the Operating Agreement of the Company shall be vested in the Members of the Company in the manner set forth in the Operating Agreement of the Company.

ARTICLE IX

SPECIAL PURPOSE ENTITY PROVISIONS

The Company has entered into and received certain financing in the original principal amount of \$3,163,686.00 (the "Loan") from CWCapital LLC, a Massachusetts limited liability company (together with its successors and assigns, the "Lender"), which Loan is secured by a first mortgage lien on certain real and other property located at 1125 and 1305 S.W. 101st Road, Davie, Florida (the "Property"). Notwithstanding anything contained herein to the contrary and for so long as the Loan is outstanding:

(a) The Company does not own and shall not own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property.

(b) The Company shall not engage in any business other than the ownership, management and operation of the Property and the Company will conduct and operate its business as presently conducted and operated.

(c) The Company shall not enter into any contract or agreement with any affiliate of the Company, any constituent party of the Company, any guarantor (a "Guarantor") of the Loan or any part thereof or any affiliate of any constituent party or Guarantor, 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 such party.

(d) The Company has not incurred and shall not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, (ii) unsecured trade and operational debt incurred in the ordinary course of business and (iii) debt incurred in the financing of equipment and other personal property used on the Premises, but, in no event, to exceed \$50,000.00. No indebtedness other than the Loan may be secured (subordinate or pari passu) by the Property.

(e) The Company has not made and will not make any loans or advances to any third party (including any affiliate or constituent party, any Guarantor or any affiliate of any constituent party or Guarantor), and shall not acquire obligations or securities of its affiliates.

(f) The Company is solvent and reasonably expects to be able to pay its debts from its assets as the same shall become due.

(g) The Company has done or caused to be done and shall do all things necessary to observe organizational formalities and preserve its existence, and will not, nor will any partner, trustee, beneficiary, or principal amend, modify or otherwise change any provision of such party's organizational documents which pertains to the subject matter of this Article IX.

(h) The Company shall continuously maintain its existence and right to do business in the state where the Property is located.

(i) The Company will conduct and operate its business as presently conducted and operated.

(j) The Company shall maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party and the Company shall file its own tax returns unless required otherwise by applicable law. The Company shall maintain its books, records, resolutions and agreements as official records.

(k) The Company shall be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the Company, any constituent party of the Company, any Guarantor or any affiliate of any constituent party or Guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.

(l) Neither the Company nor any constituent party shall seek the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Company.

(m) The Company has and reasonably expects 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.

(n) The Company shall not commingle the funds and other assets of the Company with those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party of Guarantor, or any other person.

(o) The Company has and 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 affiliate or constituent party, any Guarantor, or any affiliate of any constituent party or Guarantor, or any other person.


(p) The Company does not and shall not guarantee, become obligated for, or hold itself out to be responsible for the debts or obligations of any other person or entity or the decisions or actions respecting the daily business or affairs of any other person or entity.

(q) The Company shall not permit any affiliate or constituent party independent access to its bank accounts.

(r) The Company shall pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations.

(s) The Company shall not, nor shall any partner, member, shareholder, trustee, beneficiary or principal violate Section 10 of the mortgage securing the Loan.


IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 23rd day of August, 2007.



Bruce J. Goldman, Esquire
Duly Authorized Representative

ACCEPTANCE OF REGISTERED AGENT

The undersigned agrees to act as registered agent for CREATIVE CHILD REAL ESTATE HOLDINGS, LLC, to accept service of process at the place designated in these Articles of Organization, and to comply with the provisions of Chapter 608 of the Florida Statutes, and acknowledges he is familiar with, and accepts, the obligations of such position on this 23rd day of August 2007.

By: 

Bruce J. Goldman, Esquire