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AUTHORIZATION :

Patricia Pizot

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ORDER DATE : April 19, 1995

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ORDER NO. : 581834

CUSTOMER NO: 9200A

CUSTOMER: E.e. Jordan, Esq
E.E. JORDAN, ESQ

650 Se Third Avenue
Ft. Lauderdale, FL 33301

DOMESTIC FILING

NAME: CROWNED EAGLE REALTY
MANAGEMENT COMPANY, L.C.

XXX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XXXX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Karen B. Rozar

EXAMINER'S INITIALS:

T. BROWN APR 25 1995

FILED
95 APR 19 PM 1:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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[Handwritten signature]



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

April 19, 1995

CSC NETWORKS
1201 HAYS STREET
TALLAHASSEE, FL 32301

SUBJECT: CROWNED EAGLE REALTY MANAGEMENT COMPANY, L.C.
Ref. Number: W95000008422

We have received your document for CROWNED EAGLE REALTY MANAGEMENT COMPANY, L.C. and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

The designation of the registered office and the registered agent, both at the same Florida street address, must be contained within the document pursuant to Florida Statutes. The registered agent must sign accepting the designation as required by Florida Statutes.

An affidavit is required pursuant to section 608.407(2), Florida Statutes, declaring the following: (1) the limited liability company has at least two members; (2) the actual amount of cash contributions; (3) the agreed value of any property other than cash contributed; and (4) the total amount of cash or property anticipated to be contributed by the members.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6932.

Teresa Brown
Corporate Specialist

Letter Number: 295A00018416

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
CROWNED EAGLE REALTY MANAGEMENT COMPANY, L.C.

The undersigned incorporator hereby forms a limited liability company under Chapter 608, of the Laws of the State of Florida, as follows:

- FIRST: The name of said limited liability company shall be:
- CROWNED EAGLE REALTY MANAGEMENT COMPANY, L.C.
- SECOND: This limited liability company shall exist for thirty (30) years from filing with the Department of State, unless it is otherwise dissolved pursuant to the terms and conditions of its operating agreement.
- THIRD: The address of its place of business and the name and address of its initial resident agent is: S. SANDY SATULLO II, 935 Hillsboro Mile, Hillsboro Beach, FL 33062.
- FOURTH: The purposes for which this limited liability company are formed are as follows:
- a) To engage in any lawful act or activity for which limited liability companies may be formed under Sections 608.401 to 608.471, inclusive, of the Florida Statutes;
 - b) To take and hold property of any description or any interest in property of any description by purchase, sale, lease gift, devise, or bequest and to lease, sell, subdivide, improve and in all other respects transact business concerning real property and personal property within and outside the State of Florida;
 - c) To purchase or otherwise acquire, lease as lessee or lessor, invest in, sell, encumber, exchange, transfer and dispose of property of any description or any interest in property of any description;
 - d) To make contracts, with and borrow money from third parties;
 - e) To form or acquire the control of other domestic or foreign limited liability companies;

- (f) To be a shareholder, partner, member, associate, or participant in other profit or nonprofit enterprises or ventures;
- (g) To issue, sell and pledge its notes, bonds and other evidences of indebtedness; and
- (h) To secure any of its obligations by mortgage, pledge or deeds of trust of all or any part of its property.

FIFTH: Any former, present or future member, manager, representative or employee of the limited liability company and any former, present or future member, manager, representative or employee of any other limited liability company serving as such at the request of the limited liability company because of the limited liability company's interest in such other limited liability company, or the legal representative of such member, manager, representative or employee, shall be indemnified by the limited liability company against reasonable costs, expenses (exclusive of any amount paid the limited liability company in settlement) and counsel fees paid or incurred in connection with any action, suit or proceeding to which any such member, manager, representative or employee or his legal representative may be made a party by reason of his being or having been such member, manager, representative or employee; provided,

(1) Said action, suit or proceeding is prosecuted against the member, manager, representative, or employee or against his legal representative to final determination, and it is not finally adjudged in the action, suit or proceeding that he had been negligent or guilty of misconduct in the performance of his duties as member, manager, representative, or employee; or

(2) Said action, suit or proceeding is settled or otherwise terminated against the member, manager, representative or employee or his legal representative without a final determination on the merits, and it is determined by the (remaining) members (or, at the option of the (remaining) members, by a disinterested person(s) selected by the (remaining) members for that purpose) that the member, manager, representative or employee had not in any substantial way been negligent or guilty of misconduct in the performance of his duties as charged in the action, suit or proceeding. For the purposes of the preceding sentence:

(a) "Action, suit, or proceeding" shall include every action, suit or proceeding, civil, criminal or other, and "costs" and "expenses" shall include every cost and expense (including but not limited to amounts paid other than to the limited liability company, in satisfaction of judgments or as fines or penalties);

(b) The right of indemnification conferred thereby shall be extended to any threatened action, suit or proceedings and the failure to institute said action, suit or proceeding shall be deemed its final determination;

(c) Neither a finding of negligence or misconduct to persons other than the limited liability company nor a judgment of conviction (whether pursuant to a plea of nolo contendere or its equivalent, or otherwise) in any criminal action, suit or proceeding, shall constitute a determination of negligence or misconduct in the performance of duty if it is determined by the (remaining) members (or, at the option of the (remaining) members, by a disinterested person(s) selected by the (remaining) members for that purpose) that the person acted in good faith for a purpose reasonably believed to be in the best interests of the limited liability company and (in the case of a criminal action, suit or proceeding) that he had no reasonable cause to believe that his conduct was unlawful; and

(d) Advances may be made by the limited liability company against costs, expenses and fees as, and upon the terms, determined by its members.

The right of indemnification contained herein shall be in addition to and not in restriction or limitation of any other right to which any member, manager, representative or employee may be entitled by law, agreement, vote of (remaining) members, or otherwise.

SIXTH: This limited liability company may enter into an agreement with its members limiting the right to buy, sell, transfer and assign units of this limited liability company, to the method provided in its operating agreement. Such agreement shall be in the form and contain the terms and conditions established or approved by the members. Upon the approval of any said agreement the members and/or managers shall thereupon cause all units of this limited liability company, whether issued and outstanding or thereafter issued, to bear upon them the following legend:

"The units represented by this certificate are subject to certain transfer requirements as provided in the operating agreement of the limited liability company. Acceptance of these units shall serve as the member's acknowledgment of the terms set forth in the limited liability companies' operating agreement and the member's intent to be bound thereby. A copy of the operating agreement, containing the transfer requirements will be provided to a member upon written request."

Such transfer requirements shall be binding upon any and all members of the limited liability company.

- SEVENTH: The total amount of cash with which the company shall begin doing business with is \$3,000.00.
- EIGHTH: The amount of additional contributions to be made by each member shall be determined at such times as purchases are made by the company.
- NINTH: Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company, the remaining Members of the Company shall continue the business thereof.
- TENTH: There shall be a total of 3000 shares of capital stock having a par value of \$1.00 per share.
- ELEVENTH: S. SANDY SATULLO II, of 935 Hillsboro Mile, Hillsboro Beach, FL 33062, shall manage the business of the company until the first annual meeting of it's Members.
- TWELFTH: The management of the company is reserved to all of it's Members, to-wit:

S. SANDY SATULLO II
935 Hillsboro Mile
Hillsboro Beach, FL 33062

SALVATORE SATULLO
935 Hillsboro Mile
Hillsboro Beach, FL 33062

STUART SATULLO
2159 Silver Moon Trail
Crosby, TX 77532

- THIRTEENTH: The regulation of the internal affairs of the company shall be set forth in the minutes and the powers and duties of the managers shall consist of those set forth in FSA 608.407, and all amendments thereto.

IN WITNESS WHEREOF, we have hereunto set our hands effective this 27th day of February, 1995.

MEMBER:


S. Sandy Satullo II

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of CROWNED EAGLE
REALTY MANAGEMENT COMPANY, L.C. deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ 3,000.00
- 3) if any, the agreed value of property other than cash contributed by member(s) is
\$ -0- . A description of the property is attached and made a part hereto. (none)
- 4) the total amount of cash or property anticipated to be contributed by member(s) is
\$ 3,000.00 . This total includes amounts from 2 and 3 above.



Signature of a member or authorized representative of a member.
(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit
constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: _____
CROWNED EAGLE REALITY MANAGEMENT COMPANY, L.C.

2. The name and address of the registered agent and office is:

S. SANDY SATULLIO

(Name)

935 Hillsboro Mile

(P.O. Box not acceptable)

Hillsboro Beach, FL 33062

(City/State/Zip)

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.

S. Sandy Satullo

S. SANDY SATULLIO
(Signature)

April 20, 1995

(Date)