

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(904) 224-8870 • 1-800-342-8062 • Fax (904) 222-1222

L97000000 0770

m. H. P. Group One
L.C.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

97 JUL 16 AM 10:49

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****285.00 ****285.00

- ☐ Art of Inc. File _____
- ☐ LTD Partnership File _____
- ☐ Foreign Corp. File _____
- ☒ L.C. File _____
- ☐ Fictitious Name File _____
- ☐ Name Reservation _____
- ☐ Merger File _____
- ☐ Art. of Amend. File _____
- ☐ RA Resignation _____
- ☐ Dissolution / Withdrawal _____
- ☐ Annual Report / Reinstatement _____
- ☐ Cert. Copy _____
- ☒ Photo Copy _____
- ☐ Certificate of Good Standing _____
- ☐ Certificate of Status _____
- ☐ Certificate of Fictitious Name _____
- ☐ Corp Record Search _____
- ☐ Officer Search _____
- ☐ Fictitious Search _____
- ☐ Fictitious Owner Search _____
- ☐ Vehicle Search _____
- ☐ Driving Record _____
- ☐ UCC 1 or 3 File _____
- ☐ UCC 11 Search _____
- ☐ UCC 11 Retrieval _____
- ☐ Courier _____

RECEIVED
97 JUL -7 AM 10:22
DIVISION OF CORPORATIONS

Signature _____

Requested by LS

7/7

9:00

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

88
7-16-97



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

July 7, 1997

CAPITAL CONNECTION INC.
417 E. VIRGINIA ST.
SUITE 1
TALLAHASSEE, FL 32302

SUBJECT: M.H.P. GROUP ONE, L.C.
Ref. Number: W97000015581

We have received your document for M.H.P. GROUP ONE, L.C. . However, the enclosed document has not been filed and is being returned to you for the following reason(s):

YOU FAILED TO ATTACH EXHIBIT "A".

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.

If you have any questions concerning the filing of your document, please call (850) 487-6934.

Loria Poole
Corporate Specialist

Letter Number: 097A00035019

RECEIVED
97 JUL -8 AM 9:59
DIVISION OF CORPORATION

Corrected



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

July 8, 1997

CAPITAL CONNECTION INC.
417 E. VIRGINIA ST.
SUITE 1
TALLAHASSEE, FL 32302

SUBJECT: M.H.P. GROUP ONE, L.C.
Ref. Number: W97000015581

You failed to make the correction(s) requested in our previous letter.

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.

If you have any questions concerning the filing of your document, please call (850) 487-6934.

Loria Poole
Corporate Specialist

Letter Number: 097A00035019

**ARTICLES OF ORGANIZATION
OF
M.H.P. Group One, L.C.**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

97 JUL 16 AM 10:49

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F. S. Chapter 608, hereby make, acknowledge, and file the following Articles of Organization.

ARTICLE I -- NAME

The name of the limited liability company shall be: **M.H.P. Group One, L.C.**

ARTICLE II -- ADDRESS

The mailing address and street address of the principal office of the company shall be: **M.H.P. Group One, L.C.
2251 N. Federal Hwy.
Ft. Pierce, FL 34946**

ARTICLE III -- DURATION

The company shall commence its existence on the date these articles of organization are filed by the Florida Department of State. The company's existence shall be perpetual unless the company is earlier dissolved as provided in these articles of organization.

ARTICLE IV -- REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the company in the State of Florida is: **Jonathan James Damonte, Esq.
Jonathan James Damonte, Chartered
12110 Seminole Blvd.
Largo, FL 33378**

ARTICLE V -- CAPITAL CONTRIBUTIONS

The members of the company shall contribute to the capital of the company the cash or property set forth in the attached Exhibit "A."

ARTICLE VI -- ADDITIONAL CAPITAL CONTRIBUTIONS

Each member shall make additional capital contributions to the company only on the unanimous consent of all the members.

ARTICLE VII -- ADMISSION OF NEW MEMBERS

No additional members shall be admitted to the company except with the unanimous written consent of all the members of the company and on such terms and conditions as shall be determined by all the members. A member may transfer his or her interest in the company as set forth in the regulations of the company, but the transferee shall have no right to participate in the management of the business and affairs of the company or become a

member unless all the other members of the company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

ARTICLE VIII -- TERMINATION OF EXISTENCE

The company shall be dissolved on the death, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event that terminates the continued membership of a member in the company, unless the business of the company is continued by the consent of all the remaining members, provided there are at least two remaining members.

ARTICLE IX -- MANAGEMENT

The company shall be managed by one or more managers in accordance with regulations adopted by the members for the management of the business and affairs of the company. These regulations may contain any provisions for the regulation and management of the affairs of the company not inconsistent with law or these articles of organization. The power to alter, amend, or revoke the regulations shall be vested in the members. The name and address of the initial managers of the company are:

**Woods Bros., Inc.
1859 Pine Island Rd.
Plantation, FL 33322**

ARTICLE X -- PURPOSE, RESTRICTIONS & LIMITATIONS

A. DEFINITIONS:

1. "Affiliate" shall mean with respect to a specified Person, a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified.
2. "Certificateholder" shall mean any holder of a Debt Certificate.
3. "Certificate Offering" means the offering of commercial mortgage pass-through certificates, participations debt certificates or other securities that are secured in part by the Mortgage Debt.
4. "Debt Certificates" means the commercial mortgage pass-through certificates, participations or other securities that are secured in part by the Mortgage Debt.
5. "Mortgage Debt" means the loan made to the Limited Liability Company originated by **Central Park Capital, LLC**, or any affiliate or subsidiary thereof, in connection with and in contemplation of any Certificate Offering, and all liabilities and obligations thereunder, including, without limitation, the Obligations.
6. "Mortgage Documents" means all documents, instruments and agreements executed in connection with the Mortgage Loan, including, without limitation, the Mortgage, Deed to Secure Debt or Deed of Trust or similar instrument, Security Agreement, Assignment of Rents and Leases, Assignment of Warranties and Contracts, Hazardous Substances

Indemnity Agreement, Indemnity and Guaranty Agreement, and any other pledge and security agreement, financing statements, documents and instruments.

7. "Mortgage Loan" means the loan made to the Limited Liability Company originated by **Central Park Capital, LLC**, or any affiliate, parent, or subsidiary thereof (collectively, a "Mortgage Lender"), which may be made in connection with and in contemplation of any Certificate Offering, and all liabilities and obligations thereunder, including, without limitation, the Obligations.
8. "Obligations" means all obligations, direct or indirect, matured or unmatured, contingent or non-contingent, or liquidated or unliquidated, of the Limited Liability Company to a Mortgage Lender, and any holder of Debt Certificates, including, without limitation, all liabilities and obligations under the Mortgage Loan and the Debt Certificates secured by such Mortgage Loan.

B. PURPOSE:

The sole purpose of the Limited Liability Company is (a) to acquire, own, hold, maintain, manage, renovate, improve, operate, lease, sell, and otherwise dispose of the Property in a manner consistent with the requirements of the Mortgage Documents, and (b) to incur the Mortgage Debt of the Limited Liability Company or such other additional financing, if any, as may be permitted by Mortgage Documents, and to pledge the Property and any other assets of the Limited Liability Company in connection therewith and execute the Mortgage Documents and in connection therewith to pledge, mortgage, or grant security interests in and liens on, any of the Limited Liability Company assets, including the Property, as security for the Mortgage Debt. The Limited Liability Company shall not engage in any business unrelated to the Property, or the Mortgage Debt of the Limited Liability Company. The Limited Liability Company shall maintain its own separate books and records. So long as the Mortgage Debt remains outstanding, the certificate of organization, articles of organization, membership agreement, management agreement, and other organizational documents of the Limited Liability Company and of any successor thereof under this Agreement shall restrict the authority of the Managing Members (and successor Managing Members) solely to acting as Managing Members of the Limited Liability Company in conducting the activity set forth in this Article X for and on behalf of the Limited Liability Company.

C. RESTRICTIONS ON AUTHORITY OF MANAGING MEMBERS:

Notwithstanding any other provision of these Articles of Organization to the contrary, without the consent of all of the Members, the affirmative vote of 100% of the Managing Members, and so long as the Mortgage Debt is outstanding, the written approval of a majority in interest of the Certificateholders, the Managing Members shall have no authority to:

- (a) do any act in contravention of these Articles or Organization or engage in any business activity not permitted in by this Article X of these Articles of Organization;
- (b) do any act which would make it impossible to carry on the ordinary business of the Limited Liability Company;
- (c) possess Property, or assign rights in specific Property, for other than a Limited Liability Company purpose;

- (d) borrow money on behalf of the Limited Liability Company, or grant consensual liens on Limited Liability Company property, *except, provided however*, that the Managing Member is hereby authorized to borrow the Mortgage Debt and other indebtedness expressly permitted in the Mortgage Documents, and to grant a mortgage lien or liens on the Limited Liability Company's Property as permitted in the Mortgage Documents;
- (e) knowingly perform any act that would subject any Member to personal liability in any jurisdiction;
- (f) dissolve, liquidate, consolidate or merge the Limited Liability Company or authorize or agree to any of the foregoing;
- (g) sell or lease, or otherwise dispose of all or substantially all of the assets of the Limited Liability Company other than in its ordinary course of business or authorize or agree to any of the foregoing;
- (h) take any action in violation of this Article X of these Articles of Organization; or
- (i) amend these Articles of Organization of the Limited Liability Company.

D. BANKRUPTCY LIMITATION:

1. Bankruptcy Action. Notwithstanding any provision to the contrary in these Articles of Organization or applicable law, without the written approval of all Members, the affirmative vote of 100% of the Managing Members, and the written approval of a majority in interest of the Certificateholders, neither the Members nor the Limited Liability Company shall have the right to (i) institute proceedings to have the Limited Liability Company adjudicated bankrupt or insolvent; (ii) consent to the institution of bankruptcy proceedings against the Limited Liability Company; (iii) file a petition or consent to a petition seeking reorganization or relief on behalf of the Limited Liability Company under any applicable federal or state law relating to the bankruptcy; (iv) consent to the appointment of a receiver, conservator, liquidator, assignee, trustee, sequestrator (or any similar official) of the Limited Liability Company or a substantial portion of its property; (v) make any assignment for the benefit of the Limited Liability Company's creditors; (vi) cause the Limited Liability Company to admit in writing its inability to pay its debts generally as they become due or admit that it is otherwise insolvent; or (vii) take any action or cause the Limited Liability Company to take any action, in furtherance of any of the foregoing (the above actions are referred to hereafter collectively as "Bankruptcy Actions" and individually as "Bankruptcy Action").

2. Limitation of Fiduciary Duty. Waiver.

(a) Each Member acknowledges that it understands that the holders of the Mortgage Debt or the Certificateholders have required that the Limited Liability Company take such steps as may be necessary to ensure that the ability of the holders of the Mortgage Debt or the Certificateholders to obtain access to the assets of the Limited Liability Company that are securing the Mortgage Debt not be impaired by any Bankruptcy Action on behalf of the Limited Liability Company.

(b) It is the intention of the Limited Liability Company and the Managing Members to define and thereby limit any fiduciary duties that the Managing Members may owe to the Limited Liability Company or the Members under the Act or pursuant to these Articles of Organization in situations in which the

interests of the Limited Liability Company or Members in the equity of the Limited Liability Company may be impaired by threatened or actual foreclosure of the Mortgage Debt or in connection with actions otherwise taken or omitted by the Managing Member consistent with the provisions of the Mortgage Documents or limitations in the certificate of incorporation of the Managing Member. Accordingly, the Members hereby agree, for the benefit of the Managing Members, that (i) the Managing Members shall have no obligation or duty of any kind to take any Bankruptcy Action in the event of an actual or threatened default under the Mortgage Debt or an actual or threatened foreclosure under the Mortgage Documents, or under any other circumstances during the term of the Mortgage Debt, (ii) the Managing Members shall have the full right, power and authority to conduct the business of the Limited Liability Company, and shall incur no liability to the Limited Liability Company, or the Members, on account of the Managing Members' actions or omissions in connection with the operation of the business of the Limited Liability Company, consistent with the restrictions and limitations set forth in the Mortgage Documents, and (iii) the Managing Members shall have no obligation or duty to take any action on behalf of the Members unless such action is in compliance with the restrictions imposed on the taking of such action, if any, contained in these Articles of Organization of the Limited Liability Company (and, without limitation, that the Managing Members shall have obtained any special approvals required under the Articles of Organization of the Limited Liability Company). Neither the Managing Members nor any director, officer, shareholder or agent or representative of the Limited Liability Company shall be liable to the Limited Liability Company or any Member on account of the Managing Members' good faith reliance on the provisions of this Article X of these Articles of Organization and any other provision of this Agreement establishing limitations on the powers of the Managing Members or the Limited Liability Company or providing protections for the holders of Certificates, any lender in respect of the Mortgage Debt or other creditors of the Limited Liability Company, if any are then permitted under the Mortgage Documents.

(c) The Members hereby waive any rights or claims they now have, or that they might otherwise acquire, against the Managing Members which claims (i) arise out of any failure by the Managing Member to take any Bankruptcy Action during the term of the Mortgage Debt, regardless of the circumstances in which such failure occurs, or (b) relate to any action or inaction of the Managing Members of a nature or under the circumstances referenced in clause (ii) above.

(d) So long as the Mortgage Debt is outstanding, the Members hereby waive any rights they now have, or they might acquire in the future, to apply to any court of the State of Florida for dissolution of the Limited Liability Company.

E. CERTAIN RESTRICTIONS:

At all times from and after the establishment of this Limited Liability Company:

- (a) The Limited Liability Company's assets will not be commingled with those of any other Person.
- (b) The Limited Liability Company will conduct its business in its own name and from an office separate from any direct or ultimate parent of the Limited Liability Company.
- (c) The Limited Liability Company will maintain separate company records and books of account from those of any other Person.
- (d) The Limited Liability Company will maintain separate financial statements from those of any other Person.

- (e) The Limited Liability Company will pay its own liabilities from its own funds and will pay the salaries of its employees.
- (f) The Limited Liability Company will maintain an arm's length relationship with its Affiliates.
- (g) The Limited Liability Company will not guarantee or become obligated for the debts of any other entity or hold its credit as being available to satisfy the obligations of others, except as permitted by the Mortgage Debt.
- (h) The Limited Liability Company will use separate stationery, invoices and checks and will hold itself out as a separate and distinct entity from any other Person.
- (i) The Limited Liability Company will not pledge its assets for the benefit of any other entity, except to secure its Obligations under the Mortgage Debt, except as permitted by the Mortgage Debt.
- (j) The Limited Liability Company shall observe all formalities of a limited liability company and observe the terms of this Agreement.
- (k) The Limited Liability Company shall not incur any indebtedness other than the Mortgage Debt and such indebtedness, if any, permitted by the Mortgage Documents.

F. SUBORDINATION:

Notwithstanding anything contained herein to the contrary, the Limited Liability Company's obligation to indemnify its Managing Members pursuant to this Article X of these Articles of Organization shall be subordinated to the fullest extent possible to the payment and performance of the Mortgage Debt (whether direct or indirect, matured or unmatured, contingent or non-contingent, or liquidated or unliquidated) and such indemnification shall not constitute a claim against the Limited Liability Company at any time and in the event that the cash flow of the Limited Liability Company, after giving effect to such indemnity payments, as would be insufficient to pay the Mortgage Debt as it comes due.

IN WITNESS WHEREOF, the undersigned organizers have made and subscribed these Articles of Organization on this 2 day of July, 1997.

Woods Bros., Inc.

By: Daniel Woods

Daniel Woods, as President,

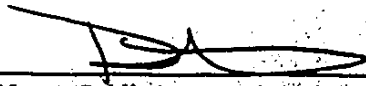
Organizer

STATE OF NS

COUNTY OF Bergen

Sworn to (or affirmed) and subscribed before me this 2 day of July, 1997, by Daniel Woods, who is personally known to me, or who produced _____ as identification.

(SEAL)


Notary Public **DIGNORACH CASTILLO**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 4, 2000

Print, Type, or Stamp

Commissioned Name of Notary Public



FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

97 JUL 16 AM 10:49

ACCEPTANCE OF REGISTERED AGENT

The undersigned, being the person named in the articles of organization of **M.H.P. Group, L.C.**, as the registered agent of this limited liability company, hereby consents to accept service of process for the above stated company at the place designated in the articles of organization, and accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his or her duties, and is familiar with and accept the obligations of the position of registered agent.

Dated: July 3, 1997.

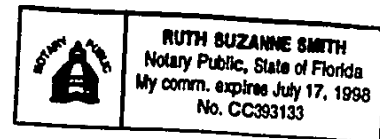
Jonathan James Damonte
Jonathan James Damonte
Registered Agent

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 3rd day of July, 1997, by Jonathan James Damonte, who ☒ is personally known to me or ☐ has produced _____ as identification.

Ruth Suzanne Smith
Notary Public



M.H.P. GROUP, L.C.

EXHIBIT "A"

TO ARTICLES OF ORGANIZATION

Member	Percentage	Contribution
Woods Bros., Inc.	66⅔	\$332,000.00
H & S Investments, Inc.	33⅓	\$168,000.00

Legal Description for RIDGECREST MOBILE HOME PARK

PARCEL 1:

The North 10 acres of the NW 1/4 of the SE 1/4 (being the North 329.47 feet as measured along the N/S 1/4 line) of Section 33, Township 34 South, Range 40 East, LESS AND EXCEPT right of way of U.S. Highway No. 1 (State Road No. 5).

PARCEL 2:

That part of the South 190 feet (as measured along the N/S 1/4 line) of the S/W 1/4 of the N/E 1/4 of Section 33, Township 34 South, Range 40 East, lying West of U.S. Highway No. 1 (State Road No. 5); LESS AND EXCEPT the following:

Beginning at the NE corner of Parcel 2, above described, run West, along the North line thereof a distance of 200 feet; thence, run Southeasterly 40 feet to a point which is 200 feet from a point on the West line of U.S. Highway No. 1 (State Road No. 5) which is 10 feet Southeasterly from the beginning point; thence run Northeasterly to said point on the West line of U.S. Highway No. 1 (State Road No. 5) which is 10 feet Southeasterly of beginning point; thence Northwesterly to said beginning point.

PARCEL 3:

That part of the North 460 feet of the South 650 feet (as measured along the N/S 1/4 line) of the SW 1/4 of the NE 1/4 of Section 33, Township 34 South, Range 40 East, lying West of U.S. Highway No. 1 (State Road No. 5); LESS AND EXCEPT the following:

From the SE corner of the last above-described land, run Northwesterly along the East boundary thereof a distance of 390 feet; thence run Southwesterly 200 feet to a point (which point is 40 feet due South of a line parallel with the South line of Parcel 3 and being 400 feet Northerly thereof as measured along said East boundary); thence West, parallel with the South line of Parcel 3, 90 feet, more or less, to a point which is 300 feet West of said East boundary as the same would be measured on a line parallel with the South line of Parcel 3; thence Southeasterly, parallel with said East boundary to the South line of Parcel 3; thence East, along said South line 300 feet to Point of Beginning.

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of M. H. P. Group One, 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 members is \$0.
3. If any, the agreed value of property other than cash contributed by member(s) is \$500,000.00 equity in Ridgcrest MHP. A description of the property is attached as Exhibit A.
4. The total amount of cash or property anticipated to be contributed by members is \$500,000.00. This total includes amounts from 2 and 3 above.

FURTHER AFFIANT SAYETH NAUGHT.

Dated: 7-14, 1997.


Daniel Woods

STATE OF Ky

COUNTY OF Kenton

Sworn to and subscribed before me this 14 day of July, 1997, by Daniel Woods, who is personally known to me, or who has produced New York State DL as identification.


Notary Public


Print, Type, or Stamp
Commissioned Name of Notary Public

Exp 3-7-98

