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Florida Department of State
Division of Corporations
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Katherine Harris, Secretary of State

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To:

Division of Corporations
Fax Number : (850) 205-0381

From:

Account Name : EMPIRE CORPORATE KIT COMPANY
Account Number : 072450003255
Phone : (305) 634-3694
Fax Number : (305) 633-9696

FLORIDA PROFIT CORPORATION OR P.A.

NDC CENTER FOR AFFORDABLE SOULTIONS, INC.

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TALLAHASSEE, FLORIDA

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**ARTICLES OF INCORPORATION
OF
NDC CENTER FOR AFFORDABLE SOLUTIONS, INC.**

**ARTICLE I
Name and Address of Corporation**

*The name of this corporation shall be NDC CENTER FOR AFFORDABLE SOLUTIONS, INC.
The principal place of business and address is 405 Tarrytown Road, #421, White Plains, New York, 10607.*

**ARTICLE II
Duration**

The duration of the corporation shall be perpetual. The date and time of the commencement of the corporate existence of the corporation shall be upon filing these Articles of Incorporation with the Secretary of State, State of Florida.

**ARTICLE III
Purpose**

1. The purpose of the corporation (the "Company") is limited solely to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the real property, Las Palmas I and II, located at xxx 131 Avenue and xxx 15 Street, Tampa, Florida, (the "Property"), (ii) obtain a loan or loans (the "First Mortgage Loan") from a financial institution or institutions selected by Company (the "Lender") which First Mortgage Loan shall be secured a first priority mortgage/deed of trust upon the Property (the "Mortgage"), and (iii) transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

2. Notwithstanding any other provision of the Agreement to the contrary, so long as the First Mortgage Loan is outstanding, the Company may not, without the prior written consent of the Lender, do any of the following:

- a. engage in any business or activity other than those set forth in Paragraph I; or*
- b. incur any indebtedness or assume or guaranty any indebtedness other than the First Mortgage Loan and unsecured trade debt incurred in the*

Prepared by:
Lee C. Schmachtenberg, Esq.
1533 Sunset Drive, Suite 201
Coral Gables, FL 33143
(305) 668-4876
Florida Bar No. 175843

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TALLAHASSEE, FLORIDA

ordinary course of business which is payable within thirty (30) days of when incurred, provided that the total outstanding amount of such trade debt does not exceed any maximum amount provided in the Mortgage at any one time.

3. Notwithstanding any other provision in these Articles to the contrary, so long as the First Mortgage is outstanding, the Company may not do any of the following:

- a. dissolve or liquidate, in whole or in part;**
- b. consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;**
- c. amend or cause to be amended these Articles with respect to changing the sole purpose of the Company or the separateness covenants contained in Paragraph 4 hereof; or**
- d. take any action that might cause the Company to become insolvent.**

4. Notwithstanding any other provision of these Articles to the contrary, the Company shall:

- a. maintain books and records separate from any other person or entity;**
- b. maintain its bank accounts separate from any other person or entity;**
- c. not commingle its assets with those of any other person or entity and hold all of its assets in its own name;**
- d. conduct its own business in its own name;**
- e. maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;**
- f. pay its own liabilities and expenses only out of its own funds;**
- g. observe all partnership and other organizational formalities;**
- h. maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;**
- i. pay the salaries of its own employees from its own funds;**
- j. maintain a sufficient number of employees in light of its contemplated business operations;**

- k. not guarantee or become obligated for the debts of any other entity or person;*
- l. not hold out its credit as being available to satisfy the obligations of any other person or entity;*
- m. not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;*
- n. not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);*
- o. allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;*
- p. use separate stationery, invoices, and checks bearing its own name;*
- q. not pledge its assets for the benefit of any other person or entity;*
- r. hold itself out as a separate identity;*
- s. correct any known misunderstanding regarding its separate identity;*
- t. not identify itself as a division of any other person or entity; and*
- u. maintain adequate capital in light of its contemplated business operations.*

ARTICLE IV

Capital Stock

The maximum number of shares of stock that the corporation is authorized to have outstanding at any time shall be 1,000 shares of common stock with a par value of one dollar (\$1.00) per share.

ARTICLE V

Registered Agent and Office

The name and office address of this corporation's initial registered agent is Lee C. Schmachtenberg, 1533 Sunset Drive, Suite 201, Coral Gables, Florida, 33143.

ARTICLE VI
Incorporator

The name and address of the incorporator are Lee C. Schmachtenberg, 1533 Sunset Drive, Suite 201, Coral Gables, Florida, 33143.

ARTICLE VII
Board of Directors

The corporation shall have a Board of Directors consisting of one (1) person. The number of Directors may be increased from time to time by resolution of the majority of the Stockholders but shall never be less than one. The name and address of the initial member of the Board of Directors of this corporation: Steven Green, 405 Tarrytown Road, #421, White Plains, New York, 10607.


ARTICLE VIII
Indemnification

The corporation shall indemnify any officer or director, or any former officer or director, to the full extent permitted by law.

ARTICLE IV
Amendments

The power to adopt, alter, amend or repeal these Articles of Incorporation and the Bylaws of this corporation shall be vested in the Board of Directors and Stockholders provided that such amendment be in compliance with the laws of Florida.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation in the State of Florida, this 17 day of July, 2001.



Lee C. Schmachtenberg, Incorporator

Having been designated as the registered agent in the above and foregoing articles, I am familiar with and accept the obligations of the position.



Lee C. Schmachtenberg, Registered Agent

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STATE OF FLORIDA)

) ss

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared **Lee C. Schmachtenberg**, who is to me known to be the person described in and who executed the foregoing Articles of Incorporation as the Incorporator and Registered Agent, and he acknowledged to and before me that he executed the same for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami in the said County and State, this 19th day of July, 2001.



Notary Public, State of Florida

My Commission Expires:



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2. *Notwithstanding any other provision of the Agreement to the contrary, so long as the First Mortgage Loan is outstanding, the Company may not, without the prior written consent of the Lender, do any of the following:*

- a. *engage in any business or activity other than those set forth in Paragraph 1; or*
- b. *incur any indebtedness or assume or guaranty any indebtedness other than the First Mortgage Loan and unsecured trade debt incurred in the*

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- a. dissolve or liquidate, in whole or in part;**
- b. consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;**
- c. amend or cause to be amended these Articles with respect to changing the sole purpose of the Company or the separateness covenants contained in Paragraph 4 hereof; or**
- d. take any action that might cause the Company to become insolvent.**

4. Notwithstanding any other provision of these Articles to the contrary, the Company shall:

- a. maintain books and records separate from any other person or entity;**
- b. maintain its bank accounts separate from any other person or entity;**
- c. not commingle its assets with those of any other person or entity and hold all of its assets in its own name;**
- d. conduct its own business in its own name;**
- e. maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;**
- f. pay its own liabilities and expenses only out of its own funds;**
- g. observe all partnership and other organizational formalities;**
- h. maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;**
- i. pay the salaries of its own employees from its own funds;**
- j. maintain a sufficient number of employees in light of its contemplated business operations;**

- k. not guarantee or become obligated for the debts of any other entity or person;*
- l. not hold out its credit as being available to satisfy the obligations of any other person or entity;*
- m. not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;*
- n. not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);*
- o. allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;*
- p. use separate stationery, invoices, and checks bearing its own name;*
- q. not pledge its assets for the benefit of any other person or entity;*
- r. hold itself out as a separate identity;*
- s. correct any known misunderstanding regarding its separate identity;*
- t. not identify itself as a division of any other person or entity; and*
- u. maintain adequate capital in light of its contemplated business operations.*

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The corporation shall have a Board of Directors consisting of one (1) person. The number of Directors may be increased from time to time by resolution of the majority of the Stockholders but shall never be less than one. The name and address of the initial member of the Board of Directors of this corporation: Steven Green, 405 Tarrytown Road, #421, White Plains, New York, 10607.


ARTICLE VIII
Indemnification

The corporation shall indemnify any officer or director, or any former officer or director, to the full extent permitted by law.

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Amendments

The power to adopt, alter, amend or repeal these Articles of Incorporation and the Bylaws of this corporation shall be vested in the Board of Directors and Stockholders provided that such amendment be in compliance with the laws of Florida.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation in the State of Florida, this 19 day of July, 2001.



Lee C. Schmachtenberg, Incorporator

Having been designated as the registered agent in the above and foregoing articles, I am familiar with and accept the obligations of the position.



Lee C. Schmachtenberg, Registered Agent

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STATE OF FLORIDA

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) ss

COUNTY OF MIAMI-DADE

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BEFORE ME, the undersigned authority, personally appeared Lee C. Schmachtenberg, who is to me known to be the person described in and who executed the foregoing Articles of Incorporation as the Incorporator and Registered Agent, and he acknowledged to and before me that he executed the same for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami in the said County and State, this 19th day of July, 2001.

[Signature]
Notary Public, State of Florida

My Commission Expires:



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