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To: Division of Corporations
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From: Account Name : YOUR CAPITAL CONNECTION, INC.
Account Number : I20000000257
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FLORIDA PROFTT CORPORATION OR PA.

CITRUS PLAZA REALTY CORP.

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TALLAHASSEE FLORIDA

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ARTICLES OF INCORPORATION OF
CITRUS PLAZA REALTY CORP.

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STATE
TALLAHASSEE FLORIDA

under Section 607 of the Business Corporation Law

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to Section 607 of the Business Corporation Law of the State of Florida, does hereby certify and set forth:

ARTICLE ONE

The name of the Corporation (the "Corporation") is:

CITRUS PLAZA REALTY CORP.

ARTICLE TWO

The purpose for which the Special Purpose Corporation is organized is limited solely to (A) being the Managing Member of CITRUS PLAZA COMMONS LLC, (the "Borrower"), (B) acting as, and exercising all of the authority of, the Managing Member of the Borrower, and (C) the transacting any and all lawful business for which a Corporation may be organized under the Business Corporation Law of the State of Florida, that is incident, necessary and appropriate to accomplish the foregoing.

ARTICLE THREE

The duration of the Corporation shall be perpetual.

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have the authority to issue is two hundred [200] shares, all of which shall be without no par value.

ARTICLE FIVE

The principal office, mailing address, registered office and the registered agent of the Corporation within the State of Florida shall be located at:

Curt Madson, Registered Agent
5840 North Orange Blossom Trail
Orlando, Florida 32810

[a] Having been named to accept service of process for the above stated Corporation, at the place herein designated, I hereby

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above stated Corporation, at the place herein designated, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 607.325 Florida Statutes.

Signed: _____

Curt Madson, Registered Agent

ARTICLE SIX

The Corporation shall be prohibited from incurring indebtedness, except as it is liable for the Borrower's indebtedness in its capacity as Managing Member of the Borrower.

The Corporation is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets for so long as the Loan is outstanding, and from causing the Borrower to do any of the foregoing for as long as the Loan is outstanding.

The Corporation's ability to enter into transactions with affiliates is limited to transactions on an arm's length basis and on commercially reasonable terms.

No transfer of any direct or indirect ownership interest in the Corporation may be made unless such transfer is consented to by the Lender if such consent is required by the documents evidencing or securing the Loan (collectively, the "Loan Documents"). Lender may condition its consent upon the delivery of an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Corporation, the new transferee and/or their respective owners.

The Corporation is required to continue serving in the capacity as Managing Member of the Borrower, so long as the Loan is outstanding.

ARTICLE SEVEN

The Corporation shall and the Corporation shall cause the Borrower to:

- (a) maintain books and records separate from those of any other person or entity;
- (b) maintain its bank accounts separate from those of any other person or entity;
- (c) not to commingle its assets with those of any other person or entity and to hold all of its assets in its own name;
- (d) conduct its own business in its own name;

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(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 corporate, limited liability company and other organizational formalities;

(h) maintain an arm's length relationship with its affiliates and to 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 to guarantee or become obligated for the debts of any other entity or person;

(l) not to hold out its credit as being available to satisfy the obligations of any other entity or person;

(m) not to acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;

(n) not to make loans to any other person or entity or to 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 stationery, invoices, and checks bearing its own name;

(q) not to 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 to 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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ARTICLE EIGHT

Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which the Corporation may owe to any of its officers, directors, partners, members, shareholders or affiliates (collectively, "Interested Parties"), whether characterized as a salary, fee or indemnification, shall not constitute a claim against the Corporation until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan, provided however, so long as no Default or Event of Default exists under the Loan Documents to the extent the Corporation has cash flow or other available liquid assets (exclusive of any reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents, the Corporation may pay when due (without any acceleration caused by the Corporation the scheduled obligations due to the Interested Parties of the Corporation.

ARTICLE NINE

The Corporation shall have at least one (1) Independent Director.

"Independent Director" shall mean an individual who shall not have been at the time of such individual's appointment, and may not have been at the time during the preceding five (5) years (i) a partner, member, shareholder of, or an officer or employee of, the Company or any of its respective partners, members, shareholders, subsidiaries or affiliates, (ii) a customer of, or supplier to, the Company or managing member of the Company or any of their respective partners, members, shareholders, subsidiaries or affiliates, (iii) a person controlling any such partner, member, shareholder, supplier or customer, or (iv) a member of the immediate family of any such shareholder, officer, employee, supplier or customer of any other director of the Company or of the managing member of the Company. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.

ARTICLE TEN

The unanimous consent of all of the directors (including the consent of the Independent Director) is required for the Corporation to, and for the Corporation to cause the Borrower to:

(a) file or consent to the filing of any bankrupt, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek relief under any laws relating to the relief from debts or protection of debtors generally;

(b) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Corporation or the Borrower or a substantial portion

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of either of their properties;

(c) make any assignment for the benefit of the creditors of the Corporation or the Borrower; or

(d) take any action in the furtherance of any of the foregoing.

ARTICLE ELEVEN

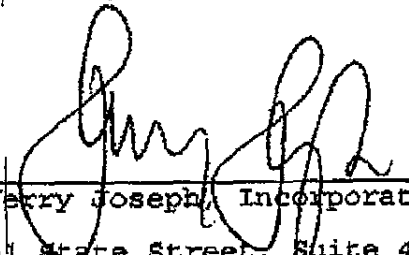
The Corporation is prohibited from amending the provisions specified in Articles One (1) through Twelve (12), without the approval of such amendment by the Lender. Lender may condition its approval on obtaining, at Borrower's expense, a confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating.

ARTICLE TWELVE

The Board or Directors of the Corporation, and their addresses, are stated as follows:

Manouchehr Malekan Director
48 East Old Country Rd., Mineola, NY 11501
Jerry Joseph Independent
Director 41 State St., Ste. 401, Albany, NY 12207

IN WITNESS WHEREOF, I have signed this Certificate on this 15th day of May, 2003, and I affirm the statements contained herein as true, under penalties of perjury.


Jerry Joseph, Incorporator
41 State Street, Suite 401
Albany, New York 12207

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