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W005-20793

## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

akes Plaza Inc

Signature

Requested by

Name

Date

Time

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☒ Art of Inc. File

☐ LTD Partnership File

☐ Foreign Corp. File

☐ L.C. File

☐ Fictitious Name File

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☒ Certificate of Good Standing

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☐ Certificate of Fictitious Name

☐ Corp Record Search

☐ Officer Search

☐ Fictitious Search

☐ Fictitious Owner Search

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☐ UCC 11 Retrieval

☐ Courier



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

April 25, 2005

CAPITAL CONNECTION, INC.

SUBJECT: LAKES PLAZA INC  
Ref. Number: W05000020793

**RE-SUBMIT**  
PLEASE OBTAIN THE ORIGINAL  
FILE DATE

We have received your document for LAKES PLAZA INC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

**Adding "of Florida" or "Florida" to the end of a name is not acceptable.**

Please return the original and one copy of 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 (850) 245-6931.

Becky McKnight  
Document Specialist  
New Filings Section

Letter Number: 405A00028214

**RE-SUBMIT**  
PLEASE OBTAIN THE ORIGINAL  
FILE DATE

ARTICLES OF INCORPORATION  
OF  
LAKES PLAZA ASSOCIATES, INC.

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

ARTICLE I.

NAME

The name of the corporation shall be:

LAKES PLAZA ASSOCIATES, INC.

(hereinafter referred to as the "corporation")

ARTICLE II.

NATURE OF BUSINESS

This corporation may engage or transact in any or all lawful activities of business permitted under these articles. The nature of the business and of the purposes to be conducted and promoted by the corporation, is to engage solely in the following activities:

A. PURPOSE

1. To acquire from AMC DELANCEY LAKES PLAZA PARTNERS, L.P., a Pennsylvania Limited Partnership, certain parcels of real property, together with all improvements located thereon, in the City of Miami, State of Florida (the "Property").

2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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3. To exercise all powers enumerated in the Florida General Corporation Act (FS Chapter 607) necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

B. CERTAIN PROHIBITED ACTIVITIES.

For so long as any mortgage lien in favor of Wells Fargo Bank, N.A., as Trustee for J.P. Morgan Chase Commercial Mortgage Securities Corporation, Commercial Mortgage Pass-Through Certificates, Series 2004-CIBC 10, its successors or assigns (the "First Mortgage") exists on any portion of the Property, the corporation shall not incur, assume, or guaranty any other indebtedness other than the loan secured by the First Mortgage and other indebtedness permitted in the First Mortgage. For so long as the First Mortgage exists on any portion of the Property, the corporation shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its shares of stock to any entity. For so long as the First Mortgage exists on any portion of the Property, the corporation will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of the board of directors. For so long as the First Mortgage exists on any portion of the Property, no material amendment to these Articles of Incorporation or to the corporation's bylaws may be made without

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first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

C. INDEMNIFICATION.

Any indemnification of the corporation's directors and officers shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage) and such indemnification shall not constitute a claim against the corporation in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

D. SEPARATE COVENANTS.

For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in these Articles of Incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

1. The corporation has not engaged, and shall not engage, in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto and shall conduct and operate its business as presently conducted and operated;

2. The corporation has not owned and shall not, acquire or own, any assets other than the Property and such incidental Personal Property as may be necessary for the operation of the Property;

3. The corporation has and shall preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization;

4. The corporation has not and shall not merge or consolidate with any other person;

5. The corporation has not taken, and shall not take, any action to dissolve, wind-up, terminate or liquidate in whole or in part; to sell, transfer or otherwise dispose of all or substantially all of its assets; to change its legal structure, transfer, or permit the direct or indirect transfer of, any partnership, membership or other Equity Interests, as applicable, other than Permitted Transfers; or seek to accomplish any of the foregoing;

6. The corporation shall not, without the unanimous written consent of all of its shareholders: (a) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute; (b) seek or consent to the appointment of a receiver, liquidator or any similar official; or (c) make an assignment for the benefit of creditors;

7. The corporation shall not amend or restate its organizational documents if such change would adversely impact the requirements set forth in this Section D of Article II;

8. The corporation shall not own any subsidiary or make any investment in, any other Person;

9. The corporation shall not commingle its assets with the assets of any other Person;

10. The corporation shall not incur any debt, secured or unsecured, direct or contingent (including, without limitation, guaranteeing any obligation), other than the Loan and customary unsecured trade payables incurred in the ordinary course of owning and operating the Property provided the same are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of two percent (2%) of the outstanding principal amount of the Loan and are paid within sixty (60) days of the date incurred;

11. The corporation shall maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person;

12. The corporation shall only enter into any contract or agreement with any shareholder, principal or Affiliate of the Corporation or Guarantor, or any general partner, member, principal or Affiliate thereof, 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;

13. The corporation shall not maintain its assets in such a manner that it would be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

14. The corporation shall not assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts



of another Person, or otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

15. The corporation shall not make any loans or advances to any other Person;

16. The corporation shall file its own tax returns as required under federal and state law;

17. The corporation shall hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name shall correct any known misunderstanding regarding its separate identity, shall conduct business in its own name, and shall not identify itself or any of its Affiliates as a division or part of the other;

18. The corporation shall 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;

19. The corporation shall allocate shared expenses (including without limitation, shared office space) and use separate stationary, invoices and checks;

20. The corporation shall pay (or cause the Property Manager to pay on behalf of corporation from corporation's funds) its own liabilities (including, without limitation, salaries of its own employees) from its own funds and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations;

21. The corporation shall not acquire obligations or securities of its shareholders, or any other Affiliate;

22. The corporation shall not permit any Affiliate or constituent partly independent access to its bank accounts; and

23. The corporation shall not permit its assets to be listed as assets on the financial statement of any other Person; provided, however, that its assets may be included in a consolidated financial statement of its Affiliates, provided that (a) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of it and such Affiliates and to indicate that its assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person and (b) such assets shall be listed on its own separate balance sheet.

For purpose of this Article, all capitalized terms shall have the same meaning as that contained in the First Mortgage and other loan documents.

### **ARTICLE III.**

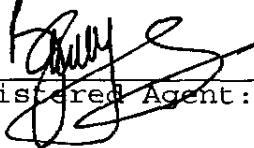
#### **CAPITAL STOCK**

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is Ten Thousand (10,000.00) shares of common stock having a par value of One Dollar (\$1.00) per share. The corporation will begin business with One Thousand shares of common stock at One Dollar (\$1.00) per shares or One Thousand Dollars (\$ 1,000.00).

**ARTICLE IV.**

**ADDRESS**

The street address of the principal office is 8105 NW 155th Street, Miami Lakes, Florida 33016. The street address of the initial registered offices of the corporation shall be 8105 NW 155th Street, Miami, Florida 33016, and the name of the initial registered agent of the corporation at the office shall be RAUL GASTESI, JR. I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation.

  
Registered Agent: RAUL GASTESI, JR.

**ARTICLE V.**

**TERM OF EXISTENCE**

This corporation is to exist perpetually.

**ARTICLE VI.**

**DIRECTORS**

This corporation shall have the following directors in office until otherwise selected according to the Bylaws of the corporation. The directors are as follows:

President/ Director	JUSTO MAQUEIRA 8105 NW 155th Street Miami Lakes, Florida 33016
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Vice-President/ Director	JORGE L. DE LA OSA 201 Alhambra Circle Suite 701 Coral Gables, Florida 33134
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Secretary/ Treasurer/ Director	RAUL GASTESI, JR. 8105 NW 155th Street Miami Lakes, Florida 33016
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ARTICLE VI.

INCORPORATOR

The name and street address of the incorporator of these Articles of Incorporation is: RAUL GASTESI, JR., ESQ. 8105 NW 155th Street, Miami Lakes, Florida 33016.


IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 21<sup>ST</sup> day of April, 2005.

  
Incorporator: RAUL GASTESI, JR.

STATE OF FLORIDA     )  
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared RAUL GASTESI, JR., who, after being duly sworn, deposes and says that the foregoing Articles of Incorporation are true and correct in all respects.

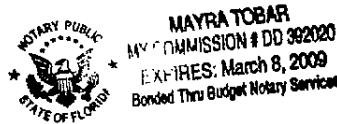
SWORN TO AND SUBSCRIBED before me, this 21<sup>ST</sup> day of April, 2005.

  
NOTARY PUBLIC, State of Florida

My commission expires:

☒ Personally known to me, or  
☐ Produced Identification:  
☐ DID take an Oath  
☐ DID NOT take an Oath

\_\_\_\_\_  
Type of Identification



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