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COR AMND/RESTATE/CORRECT OR O/D RESIGN

SARNO VENTURE CORPORATION

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2006 NOV - 1 AM 9:17

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SARNO VENTURE CORPORATION**

1. The name of the corporation is Sarno Venture Corporation ("Corporation").
2. The date of filing of the Corporation's original articles of incorporation with the Secretary of State is December 20, 2005.
3. These amended and restated articles of incorporation have been duly adopted by written consent of the sole shareholder of the Corporation dated as of October 20, 2006.
4. These duly adopted amended and restated articles of incorporation supersede the original articles of incorporation and all amendments to them.
5. The text of the articles of incorporation of the Corporation is hereby amended, restated and integrated to read in its entirety as follows:

Article I

The name of the Corporation is Sarno Venture Corporation.

Article II

The principal place of business address of the Corporation is:

2409 N. Falkenberg Road
Tampa, FL 33619

Article III

The registered office of the Corporation in the State of Florida shall be c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301. The registered agent at such address shall be Corporation Service Company.

Article IV

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: 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:

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(a) To acquire that certain parcel of real property, together with all improvements located thereon, located at 3900 W. Sarno Road, Melbourne, Florida (the "Property").

(b) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property.

(c) To exercise all powers enumerated in the Florida Business Corporation Act incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

Article V

The aggregate number of shares which the Corporation shall have authority to issue is 10,000 shares, all of which are of one class and are designated as Common Stock.

Article VI

No director of the Corporation shall be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, except to the extent that by law a director's liability for monetary damages may not be limited. No amendment or repeal of this Article VI shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Article VII

No officer shall be personally liable for monetary damages (other than under criminal statutes and under federal, state and local laws imposing liability on officers for the payment of taxes) unless his conduct constitutes self-dealing, willful misconduct or recklessness. No amendment or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any officer of the Corporation for or with respect to any acts or omissions of such officer occurring prior to such amendment or repeal.

Article VIII

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: The Corporation shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Corporation shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Corporation shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfers of stock interest. For so long as a mortgage lien exists on the Property, the Corporation will not without the unanimous consent of the Board of Directors: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise seek any

relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity, (iii) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for the benefit of such entity's creditors, or (iv) take any action in furtherance of the foregoing. For so long as a mortgage lien exists on the Property, no material amendment to these Amended and Restated Articles of Incorporation or to the Corporation's By-Laws may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

Article IX

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Corporation in the event that cash flow is insufficient to pay such obligations.

Article X

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Corporation to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct corporate identity, in addition to the other provisions set forth in these Amended and Restated Articles of Incorporation, the Corporation shall conduct its affairs in accordance with the following provisions:

(a) It shall be organized solely for the purpose of (i) acquiring, developing, owning, managing or operating the Property, (ii) entering into a refinancing loan for the Property with Morgan Stanley Mortgage Capital Inc. ("Loan") and executing the documents related thereto, and (iii) engaging in any activity that is incidental, necessary or appropriate to accomplish the foregoing;

(b) It shall not engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;

(c) It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any affiliate and shall allocate fairly and reasonably any overhead for shared office space;

(d) It shall not merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(e) It shall not fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the state where the Property is located, if

applicable, or without the prior written consent of Lender, further amend, modify, terminate or fail to comply with the provisions of the Articles of Incorporation or Bylaws;

(f) It shall not own, form or acquire any subsidiary or make any investment in, any person or entity;

(g) It shall maintain separate corporate records, books and accounts from those of its parent and any affiliate or any other person and maintain such books and records in the ordinary course;

(h) It shall not commingle funds or assets with those of its parent, any affiliate or any other person;

(i) It shall maintain financial statements and accounting statements showing its assets and liabilities separate and apart from those of any other person or entity and prepare tax returns separate from its parent, any affiliate or any other person and its shall not prepare a consolidated federal tax return, unless required by law;

(j) It shall remain solvent and pay any debts and liabilities out of its own funds, including salaries of any employees, not funds of its parent or any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations;

(k) It shall not enter into any contract or agreement with any shareholder, principal or affiliate of the Corporation or any member, general partner, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties other than any shareholder, principal or affiliate of the Corporation or any member, general partner, principal or affiliate thereof;

(l) It 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;

(m) Except to the extent of its liability for the debt secured by a mortgage lien on the Property, it shall maintain an arm's length relationship with its parent and any affiliate;

(n) It shall not assume or guarantee or become obligated for the debts of any other entity, including its parent or any affiliate or hold out its credit as being available to satisfy the obligations of others;

(o) It shall not make any loans or advances to any third party, including any shareholder, principal or affiliate of the Corporation, or any member, general partner, principal or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other person or entity (other than cash or investment grade securities);

(p) It shall not have any of its obligations guaranteed by any shareholder or affiliate, except the guarantor of the Loan;

(q) It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate other than in connection with the Loan;

(r) It shall not acquire obligations or securities of its shareholders or any affiliate or any partners, members, shareholders or affiliates thereof;

(s) It shall use stationery, invoices and checks bearing its own name, separate from any affiliate or any other person;

(t) It shall hold itself out to the public as a legal entity separate and distinct from any other person, entity or affiliate and not as a division, department or part of any other person, entity or affiliate; conduct its business and hold its assets solely in its own name; it shall not mislead others as to the identity with which such other party is transacting business; or suggest that it is responsible for the debts of any third party (including any member, general partner, principal or affiliate, or any member, general partner, principal or affiliate thereof);

(u) It shall not identify its members or any affiliates as a division or part of it;

(v) It shall correct any known misunderstanding regarding its separate identity;

(w) It shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity;

(x) It shall not have any obligation to indemnify its partners, officers, directors or members, as the case may be, or have such an obligation only if it is fully subordinated to the Loan and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Loan is insufficient to pay such obligation;

(y) fail, to the fullest extent permitted by law, to consider the interests of its creditors in connection with all actions;

(z) It shall not share a common logo with any affiliate or any other person;

(aa) It shall not have its assets listed on the financial statement of any other entity;

(bb) It shall not acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property;

(cc) It shall maintain its books, records, resolutions and agreements as official records.

(dd) It shall hold regular meetings, as appropriate, to conduct its business and observe all corporation level formalities and record keeping.

NOV. 1. 2006 2:35PM

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NO. 931

P. 7/8

H06000266082 3

(ee) Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities.

For purpose of this Article X, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the parent, including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the Corporation, its parent, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Corporation, its parent or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to the Corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the Corporation.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

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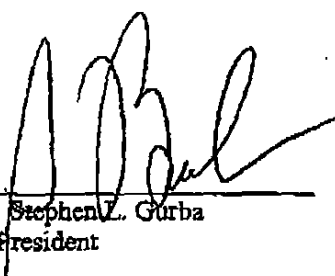
NOV. 1. 2006 2:36PM

C S C

NO. 931 P. 8/8

HU6000266082 3

Dated 11/1/06


Name: Stephen L. Gurba
Title: President

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Signature Page for Amended & Restated Articles of Incorporation of Sarno Venture Corporation

HU6000266082 3