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TALLAHASSEE, FLORIDA

FLORIDA PROFIT/NON PROFIT CORPORATION

320 ARMY TRAIL MANAGEMENT, INC.

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**ARTICLES OF INCORPORATION
OF
320 ARMY TRAIL MANAGEMENT, INC.**

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**ARTICLE I.
CORPORATE NAME**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The name of this corporation shall be: 320 Army Trail Management, Inc.

**ARTICLE II.
NATURE OF CORPORATE BUSINESS**

The corporation may engage in any activity or business permitted under the laws of the United States and the State of Florida.

**ARTICLE III.
CAPITAL STOCK**

This corporation is authorized to issue a maximum of One Thousand (1,000) shares of common stock having a par value of One Dollars (\$1.00) per share. The consideration to be paid for each shares of stock shall be fixed by the Board of Directors.

**ARTICLE IV.
INITIAL REGISTERED AGENT AND INITIAL REGISTERED OFFICE**

The corporation's initial Registered Agent and Registered Office in the State of Florida shall be: Bruce J. Smoler, Esquire, Smoler, Lerman, Bente & Whitebook, P.A., 2611 Hollywood Boulevard, Hollywood, Florida 33020.

**ARTICLE V.
MAILING ADDRESS OF CORPORATION**

The corporation's mailing address shall be: 12000 Biscayne Boulevard, Suite 222, North Miami, Florida 33181.

**ARTICLE VI.
BOARD OF DIRECTORS**

The numbers of Directors may be altered from time to time by By-Laws adopted by the Stockholders. However, the Corporation shall have no less than one (1) Director at any time.

**ARTICLE VII.
INITIAL DIRECTOR**

The name and post office address of the first Director of the corporation is:

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NameAddress

EYAL MEHABER

12000 Biscayne Boulevard, Suite 222
North Miami, Florida 33181

The first Director shall hold office until the first annual meeting of the Stockholders of the Corporation.

**ARTICLE VIII.
SPECIAL REQUIREMENTS FOR
AND LIMITATIONS ON THE CORPORATION'S ACTIONS.**

This Article VIII is being adopted in order to comply with certain provisions required in order to qualify 320 ARMY TRAIL MANAGEMENT, INC., a Florida corporation (the "Corporation") as a "special purpose" entity and to preserve the Corporation's continued and separate existence. So long as any obligation is outstanding under that certain Mortgage executed by 320 ARMY TRAIL, LLC, a Florida limited liability company (the "Company") (together "Borrower"), in favor of FIFTH THIRD BANK, an Ohio state bank association (the "Lender"), the following provisions shall apply and govern the Corporation (and, as applicable, its directors and shareholders), notwithstanding any other provision of these Articles to the contrary:

(a) The purpose of the Corporation is and shall be solely to (i) own and hold a membership interest in the Company, whose own purpose is limited to acquiring, owning, managing, leasing, financing and operating the property located at 1280 S. Powerline Road, Fort Lauderdale, Florida 33069 (the "Mortgage Property") and incidental personal property necessary for the ownership, management, leasing, financing and operation of the Mortgaged Property, (ii) act as managing member of the Company, and (iii) exercise other powers enumerated in the business corporation act of the State of Florida (the "Act") necessary or convenient to the conduct, promotion or attainment of the business purpose set forth herein.

(b) Without the unanimous affirmative consent of all of the directors has not and will not (i) file a bankruptcy, insolvency or reorganization petition on behalf of the Corporation or the Company or otherwise institute insolvency proceedings on behalf of the Corporation or the Company or otherwise seek any relief on behalf of the Corporation or the Company 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 the Corporation or the Company or all or any portion of the Corporation's or the Company's properties; (iii) make any assignment for the benefit of the Corporation's or the Company's creditors; or (iv) take any action that might cause the Corporation or the Company to become insolvent.

(c) To the fullest extent permitted by law, the Corporation and its directors and shareholders shall consider the interests of the creditors of the Corporation and the Company in connection with all corporate actions.

(d) Without the prior written consent of Lender, the Corporation will not amend, modify or otherwise change this Article VIII of these Articles (except as required by law).

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(e) The Corporation (i) does not and will not engage in any business unrelated to the ownership of its membership interest in the Company and management of the Company, (ii) does not and will not own any asset or property other than its membership interest in the Company and personal property incidental thereto, (iii) to the fullest extent permitted by law, does not and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, in whole or in part, and (iv) except as otherwise expressly permitted by these Articles, does not and will not engage in, seek or consent to any asset sale, transfer of its membership interest in the Company or amendment of these Articles.

(f) In order to preserve, maintain and protect its separate identity, the Corporation:

(i) does not and will not fail to correct any known misunderstanding regarding its separate identity;

(ii) does and will identify itself under its own name and does and will hold itself out to the public as a legal entity separate and distinct from any other person or entity;

(iii) maintains and will maintain its books, records, financial statements, accounting records, bank accounts and other entity documents in its own name and separate from those of any other person or entity;

(iv) maintains and will maintain its books, records, resolutions and agreements as official records;

(v) conducts and will conduct its business in its own name;

(vi) does not and will not commingle its funds or other assets with those of any other person or entity;

(vii) holds and will hold its assets in its own name, and maintains and will 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 person or entity;

(viii) is and intends to remain solvent and pays and will pay its own debts and liabilities out of its own funds and assets (to the extent of such funds and assets) as the same shall become due;

(ix) files and will file its own tax returns (to the extent required to file any tax returns) and does not and will not file a consolidated federal income tax return with any other person or entity;

(x) does not and will not assume, guarantee, become obligated for or hold out its credit as being available to satisfy the debts or obligations of any other person or entity, and does not and will not assume or become obligated for the decisions or actions respecting the daily business or affairs of any other person or entity;

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(xi) does or causes to be done, and will do or will cause to be done, all things necessary to observe all limited liability company formalities and preserve its existence and good standing;

(xii) maintains and will maintain an arms-length relationship with its affiliates;

(xiii) except as permitted under the documents, evidencing the loan from Lender to Borrower, does not and will not enter into any contract or agreement with its shareholders, directors or affiliates except (i) in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arms-length transaction with an unrelated third party and (ii) after first providing advance written disclosure thereof to Lender;

(xiv) does not and will not acquire obligations or securities of its shareholders or any other person or entity;

(xv) allocates and will allocate fairly and reasonably any shared expenses, including, without limitation, shared office space, and maintains and utilizes and will maintain and utilize separate stationery, invoices and checks bearing its own name;

(xvi) except as permitted under the Loan Documents, does not and will not pledge its assets for the benefit of, or otherwise become liable on or in connection with, any obligation of any other person or entity;

(xvii) does not make and will not make loans or advances to any person or entity;

(xviii) does not and will not identify itself or any of its affiliates as a division or part of the other, except for services rendered under a business management services agreement with an affiliate that complies with the terms set forth in clause (xiii) above, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

(xix) has and will have no indebtedness other than as permitted under the Loan Documents;

(xx) pays and will pay the salaries of its own employees from its own funds (to the extent of such funds), and maintains and intends to maintain a sufficient number of employees in light of its contemplated business operations;

(xxi) maintains and intends to 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;

(xxii) does not and will not permit any affiliate to have independent access to its bank accounts;

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(xxiii) causes and will cause its agents and other representatives to act at all times with respect to the Corporation and the Company consistently and in furtherance of the foregoing and in the best interests of the Corporation and the Company; and

(g) All directors and shareholders of the Corporation shall cause the Corporation to do all things necessary to preserve and keep in full force and effect the Corporation's existence and separateness, including but not limited to compliance with each of the provisions of this Article VIII of these Articles.

(h) Any indemnification by the Corporation is and shall be fully subordinated to the Debt (as defined in the Loan Documents) under the Loan Documents and, to the fullest extent permitted by law, will not constitute a claim against the Corporation in the event that cash flow in excess of the amount required to pay the Debt under the Loan Documents is insufficient to pay such indemnity obligation.

(i) The Corporation shall not and shall have no right, power or authorization to (and none of the Corporation's directors or shareholders shall have any right, power or authorization to, nor shall any of the Corporation's directors or shareholders permit the Corporation to):

(i) consolidate or merge the Corporation with or into any entity, or convey, transfer or lease the properties and assets of the Corporation substantially as an entirety to any person or entity, or permit any person or entity to consolidate or merge into the Corporation or convey, transfer or lease its properties and assets substantially as an entirety to the Corporation;

(ii) to the fullest extent permitted by the Act, dissolve, liquidate or wind-up the Corporation;

(iii) distribute any asset of the Corporation other than in the course of the liquidation of the Corporation;

(iv) incur, create or assume any indebtedness other than as expressly permitted under the Loan Documents; and

(v) engage, directly or indirectly, in any business other than as provided in these Articles.

ARTICLE IX. INCORPORATOR

The name and post office address of the Incorporator executing the Articles of Incorporation is:

Name
Bruce J. Smoler

Address
2611 Hollywood Boulevard
Hollywood, Florida 33020

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