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From:

Account Name : BLALOCK, WALTERS, HELD & JOHNSON, P.A.

10/18/07

Account Number : 076666003611

Phone : (941) 748-0100

Fax Number : (941) 745-2093

PLEASE USE ORIGINAL FILE DATE OF

FLORIDA PROFIT/NON PROFIT CORPORATION

NORTHCAM CORP.

Certificate of Status	1
Certified Copy	1
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**ARTICLES OF INCORPORATION
OF
NORTHCAM CORP.**

The undersigned Incorporator subscribing to these Articles of Incorporation, being competent to contract, hereby forms a Corporation under the Laws of the State of Florida.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

The name of this Corporation shall be: **NORTHCAM CORP.** (the "Corporation") and its initial mailing address shall be: 1767 Lakewood Ranch Blvd., #292, Bradenton, Florida 34211. The initial address of the Corporation's principal office shall be: 1767 Lakewood Ranch Blvd., #292, Bradenton, Florida 34211.

**ARTICLE II
PURPOSE**

The purpose of this Corporation is to engage in any and all business not prohibited by the Laws of the State of Florida.

This Corporation shall have all powers given corporations under the Laws of the State of Florida.

**ARTICLE III
SHARES**

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time shall be One Thousand (1,000) shares of common stock.

**ARTICLE IV
CORPORATE DURATION**

This Corporation is to exist perpetually.

**ARTICLE V
MORTGAGE LOAN REQUIREMENTS**

Notwithstanding anything in these Articles of Incorporation to the contrary, the following provisions shall be effective until that certain loan (the "**Loan**") from Countrywide Commercial Real Estate Finance, Inc., a California corporation (together with its successors and assigns, the "**Lender**") to the Corporation made pursuant to that certain Loan Agreement between the Corporation and Lender (the "**Loan Agreement**") is paid in full in accordance with the Loan Documents. Capitalized terms used but not defined in this Article V having the meanings ascribed to them in the Loan Agreement:

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1. Single Purpose Entity. (i) The Corporation shall be a Single Purpose Entity as defined in this Article V and (ii) the Corporation shall act in a manner to cause the Corporation to be, and the Corporation shall not take any action that could cause the Corporation not to be, a Single Purpose Entity.

2. "Single-Purpose Entity" means a corporation which, at all times since its formation and thereafter:

(a) is organized solely for the purpose of owning certain real property as more particularly described in Exhibit A (the "Property");

(b) will not engage in any business unrelated to the ownership, management, leasing, financing and operation of the Property;

(c) will not own any asset or property other than the Property and incidental personal property necessary for the ownership, management, leasing, financing and operation of the Property;

(d) to the fullest extent permitted by law, will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, in whole or in part, and, except as otherwise expressly permitted by these Articles of Incorporation; will not engage in, seek or consent to any asset sale, transfer of shareholder interests, or amendment of its articles of incorporation, bylaws, or other organizational documents;

(e) will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(f) without the unanimous consent of all of the Directors will not with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest (i) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings 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 such entity or all or any portion of such entity's properties; (iii) make any assignment for the benefit of such entity's creditors; or (iv) take any action that might cause such entity to become insolvent;

(g) will maintain its books, records, financial statements, accounting records, bank accounts and other entity documents in its own name and separate from any other Person;

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

(i) will not commingle its funds or other assets with those of any other Person;

(j) will hold its assets in its own name, and will maintain its assets

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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;

(k) will conduct its business in its name;

(l) will file its own tax returns (to the extent required to file any tax returns) and will not file a consolidated federal income tax return with any other Person;

(m) is and will remain solvent, 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, and will give prompt written notice to Lender of the insolvency or bankruptcy filing of Borrower or any controlling shareholder of Borrower, or the death, insolvency or bankruptcy filing of any Guarantor;

(n) will do or cause to be done, all things necessary to observe all corporate formalities and preserve its existence and good standing, and, without the prior written consent of Lender, will not, amend, modify or otherwise change any of the single purpose, separateness or bankruptcy remote provisions or requirements of the articles of incorporation and bylaws or other organizational documents (except as required by law);

(o) will maintain an arms-length relationship with its Affiliates;

(p) will have no indebtedness other than the Indebtedness and unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Property which (i) do not exceed, at any time, a maximum amount of two percent (2%) of the Loan Amount and (ii) are paid within thirty (30) days of the date incurred;

(q) 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 the decisions or actions respecting the daily business or affairs of any other Person;

(r) will not acquire obligations or securities of its shareholders or any other Person;

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

(t) except as permitted under the Loan Documents, will not pledge its assets for the benefit of any other Person;

(u) will hold itself out to the public as a legal entity separate and distinct from any other Person and under its own name;

(v) will not make loans or advances to any Person;

(w) 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 (x) below, so long as the manager, or

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equivalent thereof, under such business management services agreement holds itself out as an agent of such Single Purpose Entity;

(x) except as permitted under the Loan Documents, will not enter into any contract or agreement with its shareholders or its affiliates except 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 which are fully disclosed to Lender in writing in advance;

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

(z) will 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;

(aa) will not permit any Affiliate independent access to its bank accounts except for Manager in its capacity as the agent pursuant to and in accordance with the terms of the Management Agreement; and

(bb) will cause its agents and other representatives to act at all times with respect to such entity consistently and in furtherance of the foregoing and in the best interests of such entity.

3. Voting. When acting on matters subject to the vote of the Directors, notwithstanding that the Corporation is not then insolvent, all of the Directors shall take into account the interest of the Corporation's creditors, as well as those of the Shareholders.

4. Priority of Distributions. At all times, the Corporation's assets shall be utilized to satisfy fully any and all of the Corporation's obligations and liabilities to Lender in accordance with the Loan Documents prior to paying or distributing any of such proceeds to satisfy other obligations or liabilities of the Corporation.

5. Transfers. The Corporation shall not engage in or consent to any Transfer other than a Permitted Transfer.

6. Amendments. For so long as the Loan shall remain outstanding, these Articles of Incorporation may not be modified, altered, supplemented, amended or otherwise changed unless the Rating Agency Condition is satisfied. As used herein, the term "Rating Agency Condition" shall mean (i) with respect to any action taken at any time before a Secondary Market Transaction, that Lender has consented in writing to such action, and (ii) with respect to any action taken at any time after a Secondary Market Transaction, that (A) Lender has consented in writing to such action, and (B) each Rating Agency (as defined in the Loan Agreement) shall have been given thirty days prior notice thereof and that each of the Rating Agencies shall have notified the Corporation in writing that such action will not result in a reduction or withdrawal of the then current rating by such Rating Agency of any of securities issued in connection with any Secondary Market Transaction.

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7. Conflicts. To the extent that this Article V conflicts with any other provision of these Articles of Incorporation, this Article V shall control. To the extent that this Article V or these Articles of Incorporation conflicts with any Loan Documents, such Loan Documents shall control.

ARTICLE VI
REGISTERED AGENT

The name of the initial Registered Agent is Blalock, Walters, Held & Johnson, P.A., and the street address of the initial registered office of this Corporation is 802 11th Street West, Bradenton, Florida 34205-7734.

The Board of Directors may from time to time move the registered office to any other address in Florida.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of this Corporation is Robert S. Stroud, Esq., 802 11th Street West, Bradenton, Florida 34205-7734.

ARTICLE VIII
CORPORATE INCEPTION

Pursuant to the provisions of Chapter 607, Florida Statutes, this Corporation shall begin in existence upon filing of these Articles of Incorporation with the Secretary of State.


Robert S. Stroud, Esq., Incorporator

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Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accept the obligations of the position as registered agent.

BLALOCK, WALTERS, HELD & JOHNSON,
P.A., a Florida professional association

By: 

Print Name: Jonathan D. Fleece

Its: Vice President

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EXHIBIT A
PROPERTY DESCRIPTION

ALL that tract or parcel of land lying and being in Land Lot 147 of the 13th District, Clayton County, Georgia, being shown as "Parcel D", containing 4.358 acres, more or less, on that certain Subdivision Plat of Tara Boulevard Parcels, as per plat recorded in Plat Book 36, Page 200, Clayton County, Georgia Records, to which plat is incorporated herein and made a part hereof by this reference.

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