

P07000123179

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H07000277833 3)))



H07000277833ABC4

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5926

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 NOV 13 PM 4: 10

FILED

FLORIDA PROFIT/NON PROFIT CORPORATION

Tamco Expansion, Inc.

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 0 |
| Page Count | 06 |
| Estimated Charge | \$70.00 |

File 1st before
Ltd
H07000277833

Electronic Filing Menu

Corporate Filing Menu

Help

11/13/2007 11:54

FILED

2007 NOV 13 PM 4:10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECRETARY OF STATE
DIVISION OF CORPORATIONS
Registration Section
2661 Executive Center Circle
Tallahassee, Florida 32301

ARTICLES OF INCORPORATION
of
TAMCO EXPANSION, INC.

The undersigned, intending to form a corporation for profit under the Florida Business Corporation Act of 1990, as amended (the "Act"), hereby adopts the following Articles of Incorporation.

ARTICLE 1
Name

The name of the corporation is TAMCO Expansion, Inc. (hereinafter the "Corporation").

ARTICLE 2
Address

The principal office and mailing address of the Corporation in the State of Florida is 19501 Biscayne Boulevard, Suite 400, Aventura, Florida 33180.

ARTICLE 3
Stock

The Corporation shall have the authority to issue one thousand (1,000) shares of common stock, with no par value per share.

ARTICLE 4
Registered Office/Agent

The address of the initial registered office of the Corporation in the State of Florida is 19501 Biscayne Boulevard, Suite 400, Aventura, Florida 33180. The name of the initial registered agent of the Corporation at said registered office is Lori R. Hartglass, Esq.

The written acceptance of the said initial registered agent, as required by the provisions of Section 607.0501(3) of the Florida Business Corporation Act, is set forth following the signature of the incorporator and is made a part of these Articles of Incorporation.

ARTICLE 5

Incorporator

The name and address of the incorporator is Shaun Fleming, Buchanan Ingersoll & Rooney P C, One Oxford Centre, 301 Grant Street, 20th Floor, Pittsburgh, Pennsylvania 15219.

ARTICLE 6

Purpose

Subject to the limitations set forth herein, the purpose for which the Corporation is organized is to engage in the following activities: (A) being the general partner of Turnberry Aventura Mall Company Expansion, Ltd., a Florida limited partnership (the "Partnership") (or any of the Partnership's constituents) and owning a partnership interest in the Partnership, (B) acting as, and exercising all of the authority of, the general partner of the Partnership (or any of the Partnership's constituents) and (C) the transacting of any and all lawful business for which a corporation may be organized under Florida law that is incident, necessary and appropriate to accomplish the foregoing.

ARTICLE 7

Management

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and shareholders, and the Corporation shall cause the Partnership to observe such provisions, to the extent applicable to the Partnership:

(1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors of the Corporation (the "Board").

(2) The Corporation,

(a) shall not engage in any business unrelated to acting as a general partner of the Partnership;

(b) shall not have any assets or property other than a general partnership interest in the Partnership and incidental personal property related thereto;

(c) shall remain solvent and pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, and is maintaining and 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;

(d) shall not fail to correct any known misunderstanding regarding its separate identity;

(e) shall file its own tax returns, except to the extent that it is (i) required to file consolidated tax returns by law or (ii) disregarded for tax purposes and not required to file tax returns under applicable laws;

(f) shall maintain its own separate records and books, resolutions, agreements, bank statements and bank accounts;

(g) shall not commingle its funds or assets with those of any other Person and shall not participate in any cash management system with any other Person;

(h) shall hold its assets in its own name;

(i) shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of the Partnership, except for services rendered under a business management services agreement or a leasing agreement with an Affiliate that complies with the terms contained in subsection (s) below, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Partnership and holds all of its assets in its own name;

(j) shall maintain its financial statements, accounting records and other entity documents separate from any other Person and not permit its assets to be listed as assets on the financial statement of any other entity except as required by GAAP; *provided, however,* that the Corporation's assets may be included in a consolidated financial statement of its Affiliate provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Corporation from such Affiliate and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person; and (ii) such assets shall also be listed on the Corporation's own separate balance sheet;

(k) shall pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and maintain a sufficient number of employees in light of its contemplated business operations;

(l) shall observe all corporate formalities, as applicable and as are necessary to maintain its separate existence;

(m) shall not acquire obligations or securities of its partners, members or shareholders or any other Affiliate;

(n) shall allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including, but not limited to, paying for shared office space and services performed by any employee of an Affiliate;

(o) shall maintain and use separate stationery, invoices and checks bearing its name. The stationery, invoices, and checks utilized by it or utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being its agent;

(p) shall hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of Corporation and not as a division or part of any other Person, except for services rendered under a business management services agreement or leasing agreement with an Affiliate that complies with the terms contained in subsection (y) below, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of the Corporation;

(q) 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 Person;

(r) shall not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;

(s) except for capital contributions and capital distributions, shall not enter into or be a party to, any transaction with its partners, members, shareholders or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;

(t) shall not form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other) or own any equity interest in any other entity except for its general partnership interest in Partnership.

For purposes of this Article 7, (i) "Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person; (ii) "Control", "Controls" or "Controlled" shall mean the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise; (iii) "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

ARTICLE 8

Duration

The duration of the Corporation shall be perpetual.


ARTICLE 9
Indemnification

The Corporation shall, to the fullest extent permitted by the provisions of the Act, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-law, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Signed on November 9, 2007.


Shaun S. Fleming, Incorporator

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT


Lori R. Hartglass, Esq
November 9, 2007