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Florida Department of State
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PPB, INC.

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Amended
6/25/10
TC

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**Amended And Restated Articles Of Incorporation
of
PPB, INC., a Florida Corporation**

Pursuant to the provisions of §607.1007, Fla. Stat., the undersigned corporation adopts the following restated and amended articles of incorporation:

ARTICLE I: NAME

The name of the corporation is:

PPB, INC.

ARTICLE II: PLACE OF BUSINESS

The principal place of business address is:

8100 Royal Palm Blvd.
Suite 108
Coral Springs, FL 33065

The mailing address of the corporation is:

8100 Royal Palm Blvd.
Suite 108
Coral Springs, FL 33065

ARTICLE III: PURPOSE

The purpose for which this corporation is organized is solely to acquire, own, operate and maintain, and manage its interest in CMA, LLC, a Florida limited liability company (the "Interest"), and all activities incidental thereto.

ARTICLE IV: AUTHORIZED SHARES

The number of shares the corporation is authorized to issue is:

1000

ARTICLE V: POWERS AND DUTIES

The Corporation shall have all of the powers set forth in the Florida Business Corporation Act.

Notwithstanding the above and any other provisions of these Articles and so long as any obligations secured by that certain Third Amended And Restated Mortgage, Assignment Of

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Leases And Rents And Security Agreement ("Security Instrument") to JP Morgan Chase Bank, N.A., and its successors and/or assigns ("Lender") remain outstanding and not discharged in full thereunder, without the consent of all shareholders, the Corporation shall have no authority to:

- (i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than unsecured trade and operational debt incurred with trade creditors in the ordinary course of the Corporation's business of owning and operating the Interest, as described in Article III above, in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time two percent (2%) of the outstanding obligations secured by the Security Instrument;
- (ii) seek the dissolution or winding up, in whole or in part, of the Corporation;
- (iii) 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 the Corporation's assets or change its legal structure;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Corporation adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation, or file a petition seeking or consenting to reorganization or relief of the Corporation as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Corporation; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all or any substantial part of the properties and assets of the Corporation, or make any general assignment for the benefit of creditors of the Corporation, or admit in writing the inability of the Corporation to pay its debts generally as they become due or declare or effect a moratorium on the Corporation debt or take any action in furtherance of any such action; or
- (v) amend, modify or alter Articles III, V, VI, VII, or VIII of these Articles.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Corporation shall have no authority to take any action in items (i) through (v) without the written consent of the holder of the Security Instrument.

ARTICLE VI: TITLE TO CORPORATE PROPERTY

All property owned by the Corporation shall be owned by the Corporation as an entity and, insofar as permitted by applicable law, no shareholder shall have any ownership interest in any Corporate property in its individual name or right, and each shareholder's interest in the Corporation shall be personal property for all purposes.

ARTICLE VII: SEPARATENESS/OPERATIONS MATTERS

The Corporation has not and shall not:

- (a) acquire or own any asset other than (i) the Interest, and (ii) such incidental personal

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- property as may be necessary for the operation of the Interest;
- (b) 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, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Articles of Incorporation.
 - (c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;
 - (d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity;
 - (e) allow any person or entity to not pay its debts and liabilities or fail to pay its debts and liabilities solely from its own assets;
 - (f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, shareholders, principals and affiliates of the Corporation, the affiliates of a partner or shareholder of the Corporation and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Interest is actually owned by the Corporation;
 - (g) enter into any contract or agreement with any partner, shareholder, principal or affiliate of the Corporation or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, shareholder, principal or affiliate thereof, except 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 other than any partner, shareholder, principal or affiliate of the Corporation, as the case may be, any guarantor or any partner, shareholder, principal or affiliate thereof;
 - (h) fail to correct any known misunderstandings regarding the separate identity of the Corporation;
 - (i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Corporation;
 - (j) make any loans or advances to any third party, including any partner, shareholder, principal or affiliate of the Corporation, or any partner, shareholder, principal or affiliate thereof;
 - (k) fail to file its own tax returns or to use separate contracts, purchase orders, stationary, invoices and checks;
 - (l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Corporation is responsible for the debts of any third party (including any partner, shareholder, principal or affiliate of the Corporation or any partner, shareholder, principal or affiliate thereof);
 - (m) fail to allocate fairly and reasonably among the Corporation and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
 - (n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

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- (o) fail 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;
- (p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, shareholder or affiliate of the Corporation, (ii) any affiliate of a partner, principal, shareholder or affiliate of the Corporation, or (iii) any other person or entity or allow any person or entity to identify the Corporation as a department or division of that person or entity; or
- (q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Corporation or the creditors of any other person or entity.
- (r) fail to pay its debts and liabilities as the same shall become due.
- (s) fail to observe all corporate formalities.
- (t) fail to consider the interests of its creditors in connection with all corporate actions.

ARTICLE VIII:

EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A SHAREHOLDER

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a shareholder shall not cause the termination or dissolution of the Corporation and the business of the Corporation shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such shareholder shall have all the rights of such shareholder for the purpose of settling or managing his/her estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute shareholder. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Corporation's interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent shareholder.

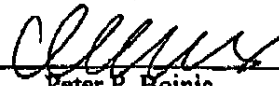
ARTICLE IX: REGISTERED AGENT

The name and Florida street address of the registered agent is:

Peter P. Boinis
8100 Royal Palm Blvd.
Suite 108
Coral Springs, FL 33065

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: _____


Peter P. Boinis

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ARTICLE X: INCORPORATOR

The name and address of the incorporator is:

Peter P. Boinis
8100 Royal Palm Blvd.
Suite 108
Coral Springs, FL 33065

Incorporator Signature:  6/23/2010
Peter P. Boinis

ARTICLE XI: INITIAL OFFICER(S) / DIRECTOR(S)

The initial officer(s) and/or director(s) of the corporation is/are:

Title: D, P
Peter P. Boinis
8100 Royal Palm Blvd.
Suite 108
Coral Springs, FL 33065

ARTICLE XII: EFFECTIVE DATE OF CORPORATION

The effective date for this corporation shall be:

May 19, 2010.

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