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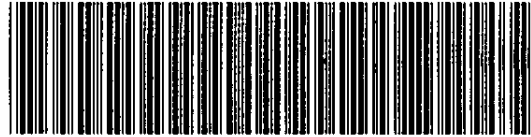
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2010 DEC 15 PM 2:08

FILED

J. Shivers DEC 16 2010

COVER LETTER

Department of State
New Filing Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Jensen North Atlantic Realty, Inc.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☐ \$70.00 Filing Fee
☐ \$78.75 Filing Fee
& Certificate of Status

☒ \$78.75 Filing Fee
& Certified Copy
☐ \$87.50 Filing Fee,
Certified Copy
& Certificate of
Status
ADDITIONAL COPY REQUIRED

FROM: Brigitte Moran, Paralegal
Name (Printed or typed)

3500 National City Tower, 101 South 5th Street
Address

Louisville, Kentucky 40202
City, State & Zip

(502) 588-4025
Daytime Telephone number

e-mail annual report notification to Michael F. Geiger at: mfg422@aol.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

RECEIVED
TALLAHASSEE, FL 32314

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ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be:

Jensen North Atlantic Realty, Inc.

ARTICLE II PRINCIPAL OFFICE

Principal ~~street~~ address
14344C Harbor Landing Drive
Fort Myers, Florida 33908

Mailing address, if different is:
14344C Harbor Landing Drive
Fort Myers, Florida 33908

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

Please see attached Exhibit A.

ARTICLE IV SHARES

The number of shares of stock is: One Thousand (1,000).

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Michael F. Geiger
Address: President and Secretary
14344C Harbor Landing Drive
Fort Myers, Florida 33903

Name and Title: Michael F. Geiger
Address: Sole Director
14344C Harbor Landing Drive
Fort Myers, Florida 33903

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

ARTICLE VI REGISTERED AGENT

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Name: Michael F. Geiger
Address: 14344C Harbor Landing Drive
Fort Myers, Florida 33903

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

Name: Michael F. Geiger
Address: 14344C Harbor Landing Drive
Fort Myers, Florida 33903

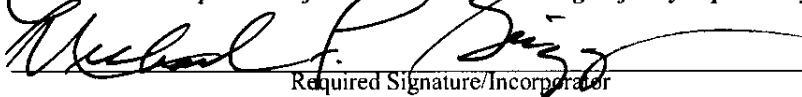
Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity


Required Signature/Registered Agent

12/14/2010

Date

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.


Required Signature/Incorporator

12/14/2010

Date

EXHIBIT A

**SPECIAL PURPOSE ENTITY PROVISIONS
OF
JENSEN NORTH ATLANTIC REALTY, INC.
("CORPORATION")**

To the extent applicable, the following provisions shall apply:

SECTION 1: PURPOSE

1.1 Limited Purpose. The Corporation's purpose is limited to serving as a member and manager of Geiger JB Property, LLC ("Borrower").

SECTION 2: LIMITATIONS

2.1 Certain Actions Requiring Unanimous Vote. The unanimous vote of the Corporation's board of directors is required to authorize any of the following actions:

(i) Filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Corporation or the Borrower of its or Borrower's debts under any federal or state law relating to bankruptcy.

(ii) Seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official on behalf of the Corporation or the Borrower, or a substantial portion of its or Borrower's properties.

(iii) Making any assignment for the benefit of the Corporation's or the Borrower's creditors.

(iv) Taking any action, or causing the Borrower to take any action, in furtherance of any of the foregoing.

SECTION 3: SEPARATENESS

3.1 Separateness Provisions. The Corporation may not:

(i) merge into or consolidate with any other entity, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(ii) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing under the applicable laws of the jurisdiction of its incorporation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

(iii) own any subsidiary, or make any investment in, any other entity;

(iv) commingle its assets with the assets of any other entity;

(v) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (a) the Bank of America loan ("Loan"), (b) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred, and/or (c) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgaged property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (b) and (c) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan;

(vi) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other corporate documents separate and apart from those of any other entity; except that the Corporation's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an affiliate, provided that such consolidated financial statements contain a footnote indicating that the Corporation is a separate legal entity and that it maintains separate books and records;

(vii) enter into any contract or agreement with any general partner, member, shareholder, principal, or guarantor of the obligations of Corporation, or any affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(viii) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity;

(ix) assume or guaranty the debts of any other entity, hold itself out to be responsible for the debts of any other entity, or otherwise pledge its assets for the benefit of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;

(x) make any loans or advances to any entity;

(xi) fail to file its own tax returns or files a consolidated federal income tax return with any entity (unless prohibited or required, as the case may be, by applicable law);

(xii) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(xiii) fail to maintain adequate capital for the normal obligations reasonable foreseeable in a business of its size and character and in light of its contemplated business operations;

(xiv) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an affiliate) among the entities sharing such expenses and to use separate stationery, invoices and checks;

(xv) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds; or

(xvi) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.

SECTION 4: INDEMNIFICATION

4.1 Subordination of Indemnification Obligations. The Corporation's obligations, if any, to indemnify its directors and officers must be fully subordinated to the Loan and the Loan documents and must not constitute a claim against it in the event that cash flow in excess of amounts necessary to pay holders of the Loan is insufficient to pay such obligations.

SECTION 5: INDEBTEDNESS

5.1 Limitations on Indebtedness. The Corporation's ability to incur indebtedness (secured or unsecured, direct or contingent, including guaranteeing any obligation) other than the Loan is limited to (a) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (i) unsecured, (ii) not evidenced by a note, (iii) on commercially reasonable terms and conditions, and (iv) due not more than sixty (60) days past the date incurred, and/or (b) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgaged property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (a) and (b) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan;

SECTION 6: AMENDMENTS

6.1 Prohibition on Amendment of Organization Documents. The Corporation shall (i) observe all organizational formalities, (ii) preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its incorporation, (iii) comply with and not terminate its organization documents and (iv) not amend the provisions specified in Sections 1-5 above without the consent of Wells Fargo Bank, N.A. (f/k/a Wells Fargo Bank Minnesota, N.A.) as Trustee for the registered holders of GE Commercial Mortgage Corporation, Commercial Mortgage Pass-Through Certificates, Series 2003 –C1 ("Lender").

SECTION 7: DIRECTORS

7.1 Consideration of the Interests of Creditors. The Corporation's directors must be required to consider the interests of creditors in connection with all corporate actions.