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FLORIDA PROFIT/NON PROFIT CORPORATION
MTMC of Melbourne, Inc.

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ARTICLES OF INCORPORATION
OF
MTMC OF MELBOURNE, INC.

The undersigned, acting as incorporator of this Corporation pursuant to Chapter 607 of the Florida Statutes, hereby forms a corporation for profit under the laws of the State of Florida and adopts the following Articles of Incorporation for such Corporation:

ARTICLE I - NAME OF CORPORATION

The name of this Corporation shall be MTMC of Melbourne, Inc.

ARTICLE II - PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office of this Corporation shall be located at 709 S. Harbor City Boulevard, Suite 250, Melbourne, Florida 32901, which shall also be the mailing address of the Corporation.

ARTICLE III - CAPITAL STOCK

The maximum number of shares of capital stock that this Corporation is authorized to issue and have outstanding at any one time is one thousand (1,000) shares of common stock having a par value of One Dollar (\$1.00) per share.

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

The initial street address of the registered office of this Corporation in the State of Florida shall be 709 S. Harbor City Boulevard, Suite 250, Melbourne, Florida 32901. The Board of Directors may from time to time move the registered office to any other address in Florida. The name of the initial registered agent of this Corporation at that address is Christian C. Romandetti. The Board of Directors may from time to time designate a new registered agent.

ARTICLE V - INCORPORATOR

The name and address of the incorporator of this Corporation are:

Christian C. Romandetti 709 S. Harbor City Boulevard, Suite 250
Melbourne, Florida 32901

ARTICLE VI - INITIAL BOARD OF DIRECTORS

The initial number of directors of this Corporation shall be one (1). The number of directors may be increased or decreased from time to time in accordance with the Bylaws of this Corporation, but shall never be less than one (1). The name and address of the initial member of the Board of Directors, who shall hold office for the first year of existence of this Corporation or until his successor is elected or appointed and has qualified, are:

Christian C. Romandetti 709 S. Harbor City Boulevard, Suite 250
Melbourne, Florida 32901

ARTICLE VII - PURPOSE

Notwithstanding anything to the contrary contained herein, for so long as that certain first mortgage loan ("Loan") made by Citadel Commercial Mortgage Capital LLC (together with its successors and/or assigns, "Lender") to Marina Towers, LLC ("Borrower"), pursuant to that certain Loan Agreement (the "Loan Agreement") by and between Borrower and Lender, remains outstanding, in the event of any conflict between the provisions contained in this Article and the other provisions of any of the Corporation's governing documents, the provisions of this Article shall control and govern. All capitalized terms within this Article shall have the meaning ascribed to them in that certain Loan Agreement.

The Corporation ("Company") has not, and for so long as the Loan shall remain outstanding, will not:

A. engage in any business or activity other than owning its membership interest in Borrower;

- B. acquire or own any assets other than its membership interest in Borrower;
- C. merge into or consolidate with any Person, 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;
- D. fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable Legal Requirements of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;
- E. own any subsidiary, or make any investment in, any Person (other than Borrower);
- F. commingle its funds or assets with the assets of any other Person;
- G. incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation);
- H. fail to maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party. Company's assets have not and will not be listed as assets on the financial statement of any other Person; provided, however, that Company's assets may be included in a consolidated financial statement of its affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Company and such affiliates and to indicate that Company's assets and credit are not available to satisfy the debts and other obligations of such affiliates or any other Person and (ii) such assets shall be listed on Company's own separate balance sheet. Company has maintained and will maintain its books, records, resolutions and agreements as official records;

I. enter into any contract or agreement with any general partner, member, shareholder, principal or affiliate, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

J. 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 Person;

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

L. make any loans or advances to any Person;

M. fail to file its own tax returns (unless prohibited by applicable Legal Requirements from doing so);

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

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 (to the extent there exists sufficient cash flow from the Property to do so);

P. without the unanimous written consent of all of its Shareholders and directors (i) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws, (ii) seek or consent to the appointment of a receiver,

liquidator or any similar official, (iii) take any action that might cause such entity to become insolvent, or (iv) make an assignment for the benefit of creditors;

Q. fail to allocate shared expenses (including, without limitation, shared office space) or fail to use separate stationery, invoices and checks;

R. fail to pay its own liabilities (including, without limitation, salaries of its own employees) only from its own funds or fail to maintain a sufficient number of employees in light of its contemplated business operations (in each case to the extent there exists sufficient cash flow from the Property to do so);

S. admit any new direct or indirect shareholders of the Company;

T. declare, make or pay any dividend or any other distribution to the Company's shareholders;

U. change Company's name or the location of Company's principal place of business

V. acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable

W. for so long as the Loan shall remain outstanding, the Company shall not allow direct and/or indirect transfers of ownership interests in the Company that would violate the provisions of Article 5 and/or Article 6 of the Loan Agreement executed by Borrower in connection with the Loan;

X. for so long as the Loan shall remain outstanding, the Company's obligation hereunder, if any, to indemnify its directors and officers, partners, or members or managers, as applicable, is hereby fully subordinate to the Loan and the loan documents executed in connection therewith (the "Loan Documents") and no indemnity payment from

funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity hereunder, if any, shall be payable from amounts allocable to any other person pursuant to the Loan Documents; or

Y. for so long as the Loan shall remain outstanding, the Company shall not amend, terminate or otherwise alter the provisions of this Section without Lender's prior written consent.

ARTICLE VIII - INDEMNIFICATION

This Corporation shall indemnify any officer or director, or any former officer or director, to the full extent permitted by law.

ARTICLE IX - DATE OF EXISTENCE

This Corporation shall exist perpetually, commencing on the date of filing of these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned incorporator has made and subscribed these
Articles of Incorporation this 18 day of July, 2011.


Christian C. Romandetti

Having been named as registered agent for the above mentioned Corporation, at the place designated in the foregoing Articles of Incorporation, I hereby accept such designation and agree to act in such capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties as registered agent. I am familiar with, and accept the duties and obligations of, Section 607.0505 of the Florida Statutes.


Christian C. Romandetti

Date: July 18 2011

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