

PI 10000 84446

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

2855-
W110000482466



700212031647

09/16/11--01028--011 **78.75

2011 SEP 23 PM 4:22

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

9/26/11

COVER LETTER

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

SUBJECT: Millenia Crossing Management, 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: Dwayne F. Jotch

Name (Printed or typed)

1801 Pepper Tree Drive

Address

Oldsmar FL 34677

City, State & Zip

813-852-6500

Daytime Telephone number

bgleiter@ejplesko.com

E-mail address: (to be used for future annual report notification)

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2011 SEP 23 PM 4:22



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 19, 2011

DWAYNE F. JOTCH
1801 PEPPER TREE DRIVE
OLDSMAR, FL 34677

SUBJECT: MILLENIA CROSSING MANAGEMENT, INC.
Ref. Number: W11000048266

We have received your document for MILLENIA CROSSING MANAGEMENT, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent designated in your document is not an active entity according to our records. Please reinstate this entity (call (850) 245-6059 for information) or designate another entity that is active according to our records.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6973.

Claretha Golden
Regulatory Specialist II
New Filing Section

Letter Number: 611A00021622

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2011 SEP 23 PM 4:22

ARTICLES OF INCORPORATION
In compliance with Chapter 607, F.S. (Profit)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

2011 SEP 23 PM 4:22

ARTICLE I – NAME

The name of the corporation shall be Millenia Crossing Management, Inc.

ARTICLE II – PRINCIPAL OFFICE

The principal place of business and mailing address is:

6515 Grand Teton Plaza
Suite 300
Madison, Wisconsin 53719

ARTICLE III – PURPOSE

The purpose for which the corporation is organized is: all business activities permitted by the laws of Florida and the United States, except as limited by Article VIII below.

ARTICLE IV – SHARES

The number of shares of stock is 100.

ARTICLE V – INITIAL OFFICERS AND/OR DIRECTORS

E.J. Plesko	President and Director
Andrew E. Plesko	Vice President
Gerard K. Mello	Secretary and Treasurer
David L. Husman	Director

ARTICLE VI – REGISTERED AGENT

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

Stross Law Firm, a Professional Association
1801 Pepper Tree Drive
Oldsmar, Florida 34677

ARTICLE VII – INCORPORATOR

The name and address of the Incorporator is:

Dwayne F. Jotch
1801 Pepper Tree Drive
Oldsmar, Florida 34677

ARTICLE VIII – SPECIAL PROVISIONS

Until the Debt has been paid in full, the Corporation (also referred to as SPC Party in this Article VIII) is and shall continue to be a Single Purpose Entity.

(a) "Debt" shall mean that certain loan in the original principal amount of \$20,500,000 made by PNC Bank, National Association ("Lender") to the Borrower (as hereinafter defined).

(b) "Single Purpose Entity" means a corporation, limited partnership or limited liability company that (x) since the date of its formation and at all times from and after such date, has complied with, and (y) shall at all times comply with, and its organizational documents shall include, the following requirements:

(i) SPC Party will not engage in any business or activity other than the ownership of its interests in Borrower and activities incidental thereto;

(ii) SPC Party shall not acquire or own any material asset other than its interest in Borrower;

(iii) SPC Party (with respect to itself or with respect to Millenia Crossing Management, LLC, a Florida limited liability company ("Borrower"), shall not engage in, seek, consent or permit any (A) merger into or consolidation with any Person, or any dissolution, termination or liquidation in whole or in part, or (B) any sale or other transfer or disposition of all or substantially all of its assets, or any sale of its assets outside of the ordinary course of its business or (C) change its legal structure, or (D) transfer any of its equity interests in Borrower;

(iv) SPC Party shall not (A) fail to observe its organizational formalities or 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, and qualification to do business in the State, if applicable or (B) without the prior written consent of Lender, cause, consent to or permit any amendment, modification, termination or failure to comply with the provisions of Borrower's articles of organization, limited liability company agreement or similar organizational documents, as the case may be, or of SPC Party's certificate of incorporation or similar organizational documents, as the case may be, whichever is applicable;

(v) SPC Party shall not cause or permit the board of directors of such entity to take any Material Action either with respect to itself or, with respect to Borrower, without the unanimous consent of all members of such corporation's board of directors one of which directors shall be an Independent Director (as hereinafter defined) who shall have consented in writing to any such Material Action;

(vi) SPC Party shall not own, other than its interests in Borrower, any subsidiary or make any investment in any Person;

(vii) SPC Party shall not incur any Indebtedness;

(viii) SPC Party shall not commingle its assets with the assets of any of its members, general partners, affiliates, principals, shareholders or of any other Person or entity, participate in a cash management system with any other entity or Person or fail to use its own separate stationery, invoices and checks bearing its name and not bearing the name of any other entity;

(ix) SPC Party shall not become insolvent and fail to pay its debts and liabilities (including, as applicable, a fairly allocated portion of any shared personnel and overhead expenses) from its assets as the same shall become due;

(x) SPC Party shall not (A) fail to maintain its books and records (including financial statements), books of account and bank accounts separate and apart from those of the members, general partners, principals, shareholders and Affiliates of Borrower or of SPC Party, as the case may be, the Affiliates of a member, general partner, shareholders or principal of Borrower or of SPC Party, as the case may be, and any other Person, (B) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other Person or (C) include the assets or liabilities of any other Person on its financial statements or (D) permit any Affiliate independent access to its bank accounts;

(xi) SPC Party shall not enter into any contract or agreement with any member, general partner, principal or Affiliate of Borrower or of SPC Party, as the case may be, any Guarantor or any member, general partner, principal or Affiliate thereof (other than a business management services agreement with an Affiliate of Borrower, provided that (A) such agreement is acceptable to Lender, (B) the manager, or equivalent thereof, under such agreement holds itself out as an agent of Borrower or SPC Party, as the case may be, and (C) the agreement meets the standards set forth in this subsection (xi) following this parenthetical), except in the ordinary course of business and upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or Affiliate of Borrower or of SPC Party, as the case may be, any Guarantor or any member, general partner, principal or Affiliate thereof;

(xii) SPC Party (with respect to itself or with respect to Borrower) shall not engage in, seek, consent or permit the dissolution or winding up in whole, or in part, of Borrower or of SPC Party, as the case may be;

(xiii) SPC Party shall not fail to correct any known misunderstanding regarding the separate identity of Borrower, or of SPC Party, as the case may be, from any member, general partner, principal, shareholders or Affiliate thereof or any other Person;

(xiv) SPC Party shall not guarantee, assume or become obligated for the debts of any other Person or hold itself or its credit or assets out to be responsible for the debts of another Person;

(xv) SPC Party shall not make any loans or advances to any Person, including any member, general partner, principal, shareholders or Affiliate of Borrower or of SPC Party, as the case may be, or any member, general partner, principal, shareholders or Affiliate thereof, and SPC Party shall not acquire obligations or securities of any other Person, including any member, general partner, principal or Affiliate of Borrower or SPC Party, as the case may be, or any member, general partner, shareholders or Affiliate thereof; and SPC Party shall not hold evidence of indebtedness of any other Person (other than cash or investment grade securities issued by a Person that is not an Affiliate of Borrower or SPC Party);

(xvi) SPC Party shall not fail to file its own tax returns or be included on the tax returns of any other Person except as required by applicable Law;

(xvii) SPC Party shall not fail either to hold itself out to the public and identify itself as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name or a name franchised or licensed to it by an entity other than an Affiliate of Borrower or of SPC Party, as the case may be, and not as a division or part of any other Person,

and shall not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of Borrower or SPC Party, in order not (A) to mislead others as to the identity with which such other party is transacting business or (B) to suggest that SPC Party or its assets, is responsible for the debts of any other Person (including any member, general partner, principal, shareholders or Affiliate of SPC Party, or any member, general partner, principal or Affiliate thereof);

(xviii) SPC Party shall not 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;

(xix) SPC Party shall not 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 general partner, managing member, shareholder, principal or Affiliate of Borrower, or any general partner, managing member, shareholder, principal or Affiliate thereof or any other Person;

(xx) SPC Party shall not share any common logo with or hold itself out as or be considered as a department or division of (A) any general partner, principal, member, shareholders or Affiliate of SPC Party (B) any Affiliate of a general partner, principal, shareholders or member of SPC Party or (C) any other Person;

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

(xxii) SPC Party shall not pledge its assets to secure the obligations of, or otherwise for the benefit of, any other Person, and with respect to Borrower, other than with respect to the Loan;

(xxiii) SPC Party shall not fail to maintain a sufficient number of employees in light of its contemplated business operations;

(xxiv) (xxiii) For so long as the Loan is outstanding, neither Borrower nor SPC Party shall undertake any Material Action with respect to itself (or, as to SPC Party, also as to Borrower) without the affirmative vote of all members/partners/directors and the Independent Director;

(xxv) SPC Party shall not shall fail to hold its assets in its own name;

(xxvi) SPC Party shall not fail to consider the interests of its creditors in connection with all corporate actions to the extent permitted by applicable Law;

(xxvii) SPC Party shall not have any of its obligations guaranteed by an Affiliate except by any Guarantor in connection with the Loan;

(xxviii) SPC Party shall not violate or cause to be violated the assumptions made with respect to Borrower and SPC Party in the Insolvency Opinion or any Additional Insolvency Opinion.

(c) To the fullest extent permitted by applicable Law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider, and the

organizational documents of any Single Purpose Entity shall require that the Independent Director shall consider, only the interests of such entity (and, in the case of an SPC Party, of Borrower), including its creditors, in exercising such person's authority as Independent Director. Except for duties to such entity (and, in the case of an SPC Party, duties to Borrower) as set forth in the immediately preceding sentence (including duties to creditors solely to the extent of their respective economic interest in Borrower or an SPC Party, but excluding (i) all other interests of such entity, (ii) the interests of other Affiliates of such entity, and (iii) the interests of any group of Affiliates of which such entity is a part), the Independent Director shall not have a fiduciary duty to the entity, any other member or director of such entity, or to Borrower or any other Person; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing.

(d) To the fullest extent permitted by Law, an Independent Director shall not be liable, and the organizational documents of any Single Purpose Entity shall state that an Independent Director shall not be liable, to the entity in which it serves or to any other Person for breach of contract or breach of duties (including fiduciary duties) unless the Independent Director acted in bad faith or engaged in willful misconduct.

(e) No Independent Director shall resign or be removed or replaced, and the organizational documents of any Single Purpose Entity shall state that no Independent Director shall resign or be removed or replaced, in each case unless Lender and the Rating Agencies receive not less than five (5) Business Days' prior written notice of (i) any proposed resignation or removal or replacement of such Independent Director, and (ii) the identity of the proposed replacement Independent Director, together with evidence satisfactory to Lender that such replacement satisfies the applicable requirements to be an Independent Director, in each case except for removal of an Independent Director by reason of (y) acts or omissions by such Independent Director that constitute willful disregard of such Independent Director's duties, in accordance with the standards set forth herein, or (z) such Independent Director having engaged in or having been charged with, or having been convicted of, fraud or other acts constituting a crime under any applicable Law, in which case a replacement Independent Director shall be identified and elected or appointed within five (5) Business Days after Borrower (or, if applicable, such SPC Party) knew or was deemed to have known thereof.

"Independent Director" shall mean a natural Person who:

(a) is not at the time of initial appointment and has never been, and will not while serving as Independent Director be: (i) a stockholder (or other equity owner), director (with the exception of serving as the Independent Director of Borrower or SPC Party), officer, employee, partner, member (other than a "special member" or "springing member"), manager, attorney or counsel of Borrower, equity owners of Borrower or any Guarantor or any Affiliate of Borrower or any Guarantor; (ii) a creditor, customer, supplier, service provider (including provider of professional services) or other Person who derives any of its purchases or revenues from its activities with Borrower or any Guarantor, equity owners of Borrower or any Guarantor or any Affiliate of Borrower or any Guarantor; (iii) a member of the immediate family of any Person described in subsection (i) or subsection (ii) above that is a natural person; and (iv) any Person Controlling or under common Control with any Person described in subsection (i), subsection (ii) or subsection (iii) above

(b) has (i) prior experience as an independent director or independent manager for a corporation, a trust or limited liability company whose charter documents required the unanimous consent of all independent directors or independent managers thereof before such

corporation, trust or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state Law relating to bankruptcy, and (ii) at least three (3) years of employment experience with CT Corporation, Corporation Service Company, Lord Securities Corporation, National Registered Agents, Inc., Stewart Management Company, or Wilmington Trust Company, or if none of these companies is then providing professional independent directors, another nationally recognized company acceptable to Lender and any applicable Rating Agencies, that is not an Affiliate of Borrower or any Guarantor and that provides, inter alia, professional independent directors or independent managers in the ordinary course of their respective business to issuers of securitization or structured finance instruments, agreements or securities or lenders originating commercial real estate loans for inclusion in securitization or structured finance instruments, agreements or securities (a "Professional Independent Director") and is an employee of such a company or companies at all times during his or her service as an Independent Director. A natural Person who satisfies the foregoing definition except for being (or having been) the independent director or independent manager of a "special purpose entity" Affiliated with Borrower or SPC Party (provided such Affiliate does not or did not own a direct or indirect equity interest in Borrower or SPC Party) shall not be disqualified from serving as an Independent Director, provided that such natural Person satisfies all other criteria set forth above and that the fees such individual earns from serving as independent director or independent manager of Affiliates of Borrower or SPC Party in any given year constitute in the aggregate less than five percent (5%) of such individual's annual income for that year. A natural Person who satisfies the foregoing definition other than subparagraph (a)(ii) shall not be disqualified from serving as an Independent Director if such individual is a Professional Independent Director and such individual complies with the requirements of the previous sentence.

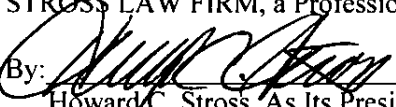
For purposes of this Article VIII, the underlined terms shall have the meanings provided in the Loan Agreement between Lender and Borrower with respect to the Debt.

.....

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

Registered Agent:

STROSS LAW FIRM, a Professional Association

By: 
Howard C. Stross, As Its President

9/22/2011
Date


Dwayne B. Notch, Incorporator

9/22/11
Date

FILED
SECRETARY OF STATE
DIVISION OF CORPORATE AFFAIRS
2011 SEP 23 PM 4:22