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Florida Department of State

Division of Corporations

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**FLORIDA PROFIT/NON PROFIT CORPORATION
ZINN CPM, INC.**

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ARTICLES OF INCORPORATION

of

ZINN CPM, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

CORPORATE NAME

The name of the corporation is ZINN CPM, INC., whose principal office and mailing address 7775 NW 48th Street, Suite 110, Miami, FL 33166.

ARTICLE II

NATURE OF CORPORATE BUSINESS

The corporation may engage in or transact any or all activity or business permitted under the laws of the United States of the State of Florida.

ARTICLE III

CAPITAL STOCK

The Corporation is authorized to issue and have outstanding at any one time an aggregate number of One Hundred (100) shares of one class of common stock having a par value of TEN and NO/100 (\$10.00) DOLLARS per share. The consideration to be paid for each share of stock shall be fixed by the Board of Directors.

ARTICLE IV

PREEMPTIVE RIGHTS

There shall be no preemptive rights accruing to shareholders.

- 1 -

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ARTICLE V

INITIAL REGISTERED AGENT AND INITIAL REGISTERED OFFICE

The Corporation's initial Registered Agent and Registered Office in the State of Florida are:

REGISTERED AGENT: Sanford N. Reinhard

REGISTERED OFFICE: 1290 Weston Road, Suite 201
Weston, FL 33326

ACKNOWLEDGMENT AND CONSENT OF REGISTERED AGENT

Having been named initial Registered Agent to accept service of process on the Corporation at the initial registered office designation herein, I hereby accept such status and consent to act in this capacity.


SANFORD N. REINHARD, Registered Agent

ARTICLE VI

INITIAL BOARD OF DIRECTORS

The name and addresses of the initial officers and directors are:

Richard Zinn
7775 NW 48 Street, Suite 110
Miami, FL 33166

ARTICLE VII - SPECIAL PURPOSE ENTITY COVENANTS

Section 1. Definitions. For purpose of this Article VII, the following terms shall have the following meanings:

(a) "Affiliate" means as to any Person, any other Person (i) which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such Person; or (ii) which, directly or indirectly, beneficially owns or holds ten percent (10%) or more of any class of stock or any other ownership interest in such Person; or (iii) ten percent (10%) or more of the direct or indirect ownership of which is beneficially owned or held by such Person; or (iv) which is a member of the family (as defined in Section 267(c)(4) of the Code) of such Person or which is a trust or estate, the beneficial owners of which are members of the family (as defined in Section 267(c)(4) of the Code) of such Person; or (v) which directly or indirectly is a general partner, controlling shareholder, managing member, officer, director, trustee or employee of such Person.

(b) "Borrower" shall mean CORPORATE PARK OF MIAMI, LLC, a Florida limited liability company.

(c) "Code" means the Internal Revenue Code of 1986, as amended and as it may be further amended from time to time, any successor statutes thereto, and applicable U.S. Department of Treasury regulations issued pursuant thereto in temporary or final form

(d) "Control" means, with respect to any Person, either (i) ownership directly or indirectly of forty-nine percent (49%) or more of all equity interests in such Person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise. The terms "Controlling," "Controlled by," and "under common Control with" have the meanings correlative thereto.

(e) "Lender" means RAIT Funding, LLC, together with its successors and assigns.

(f) "Loan" means an approximately \$13,500,000 loan by the Lender to the Borrower and to Zinn Corporate Park Holdings, LLC, a Florida limited liability company.

(g) "Loan Documents" means any loan agreements, mortgages, deeds of trust, assignments, indemnities, pledges, notes, instruments or other documents executed by the Borrower for the purposes of obtaining the Loan or that otherwise evidence or secure the Loan, as modified, amended and/or supplemented from time to time.

(h) "Person" means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other person or entity, and 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

(i) "Property" means the fee interests in the real property which serves as collateral for the Loan and is located in Miami, Florida.

Section 2. This Article VII is being adopted to comply with certain provisions necessary to qualify the corporation as a "special purpose" entity.

Section 3. Covenants. Notwithstanding any other provision of these articles, the bylaws of the corporation, or any other governing or organizational documents of the corporation to the contrary, for so long as any obligation under the Loan Documents remain outstanding, the corporation shall conduct its affairs in accordance with the following provisions:

(a) the corporation has not had and will not have any assets other than those related to the member interest in the Borrower;

(b) the corporation has not engaged, sought or consented to and will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale (except as expressly permitted by the Loan Documents), transfer of stock, or amendment of these articles or the bylaws of the corporation;

(c) the corporation has not, and without the unanimous consent of all of its all directors, will not, with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest (i) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such entity or for all or any portion of such entity's properties, (iii) make any assignment for the benefit of such entity's creditors or (iv) take any action that might cause such entity to become insolvent;

(d) the corporation has remained and intends to remain solvent and has maintained and intends to maintain adequate capital in light of its contemplated business operations, provided, the foregoing shall not require any shareholder to make additional capital contributions to the corporation;

(e) the corporation has not failed and will not fail to correct any known misunderstanding regarding the separate identity of the corporation;

(f) the corporation has maintained and will maintain its accounts, books and records separate from any other Person and will file its own tax returns, except such

taxes may included with another entity to the extent the corporation is a disregarded entity for tax purposes;

(g) the corporation has maintained and will maintain its books, records, resolutions and agreements as official records;

(h) the corporation has not commingled and will not commingle its funds or assets with those of any other Person;

(i) the corporation has held and will hold its assets in its own name;

(j) the corporation has conducted and will conduct its business in its name;

(k) the corporation has maintained and will maintain its financial statements, accounting records and other entity documents separate from any other Person, provided, such financial statements may be included on the consolidated financial statements of a person provided that such financial statements include a footnote indicating that such entity is a separate entity;

(l) the corporation has paid and will pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(m) the corporation has observed and will observe all corporate formalities;

(n) the corporation has maintained and will maintain an arm's-length relationship with its Affiliates;

(o) the corporation has not and will not have any indebtedness other than unsecured trade payables in the ordinary course of business relating to acting as a member of the Borrower which amounts permitted by the Loan Documents;

(p) the corporation has not and will not assume or guarantee or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of any other Person except for the Loan;

(q) the corporation has not and will not acquire obligations or securities of its shareholders;

(r) the corporation has allocated and will allocate fairly and reasonably shared expenses, including shared office space, and uses separate stationery, invoices and checks;

(s) except in connection with the Loan, the corporation has not pledged and will not pledge its assets for the benefit of any other Person;

(t) the corporation has held itself out and identified itself and will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other Person;

(u) the corporation has maintained and will 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;

(v) the corporation has not made and will not make loans to any Person;

(w) the corporation has not identified and will not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it;

(x) the corporation has not entered into or been a party to, and will 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 intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;

(y) any obligation of the corporation to indemnify its officers or directors, shall be fully subordinated to the Loan and will not constitute a claim against it if cash flow in excess of the amount required to pay the Loan is insufficient to pay such obligation;

(z) the corporation has and will have an express acknowledgment in its organizational documents that Lender is an intended third-party beneficiary of this Article VII; and

(aa) the corporation will consider the interests of its creditors in connection with all corporate, partnership or limited liability company actions, as applicable.

For so long as the Loan is outstanding, Lender is and shall be an intended third-party beneficiary the provisions of this Article VII and any and all other "special purpose" provisions of these articles or the bylaws of the corporation.

Notwithstanding any other provisions of these articles or the bylaws of the corporation to the contrary, the corporation shall and shall cause the Borrower to take all actions necessary to cause the corporation and the Borrower to comply in all respects with the provisions set forth in Article 5 of that certain Loan Agreement by and between Lender and Borrower with respect to the Loan.

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ARTICLE VIII

INCORPORATOR

The name and address of the Incorporator executing these Articles of Incorporation is:

INCORPORATOR: SANFORD N. REINHARD

ADDRESS: 1290 Weston Road, Suite 201
Weston, FL 33326


SANFORD N. REINHARD, Incorporator

Date: December 7, 2012

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TALLAHASSEE, FLORIDA