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Division of Corporations
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****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

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**FLORIDA PROFIT/NON PROFIT CORPORATION
W DIAMOND PROPERTY HOLDINGS CORP.**

Certificate of Status	0
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Page Count	08
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DIVISION OF CORPORATIONS

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COVER LETTER

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

SUBJECT: W Diamond Property Holdings Corp.

(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: Julie D. Dyas

Name (Printed or typed)

Halperin Battaglia Raichl, LLP, 40 Wall Street, 37th Floor

Address

New York, NY 10005

City, State & Zip

212-765-9100

Daytime Telephone number

jdias@halperinlaw.net

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

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

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April 9, 2013

FLORIDA DEPARTMENT OF STATE
Division of Corporations

C T CORPORATION SYSTEM

SUBJECT: W DIAMOND PROPERTY HOLDINGS CORP.
REF: W13000020596

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please correct the spelling of the street in the principal address and for the address of the officer/director at that same address.

Please return 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) 245-6052.

Pamela Smith
Regulatory Specialist II

FAX Aud. #: H13000078547
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DIVISION OF CORPORATIONS
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P.O BOX 6327 - Tallahassee, Florida 32314

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

13 APR -8 AM 10: 34

ARTICLE I NAME

The name of the corporation shall be: W Diamond Property Holdings Corp.

ARTICLE II PRINCIPAL OFFICE

Principal street address:

Mailing address, if different is:

3690 North Flagler Dr

#401

West Palm Beach, FL 33407

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: solely for the purposes of acting as managing member of

HMX Touhy Avenue, LLC, including acting in accordance with the Special Covenants attached hereto as Exhibit A.

ARTICLE IV SHARES 200

The number of shares of stock is: _____

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Douglas L. Williams - Director & CEO

Name and Title: Karen V. Williams - Director

Address: 3960 North Flagler Dr.

Address: 323 Sandpiper Lane

#401

Delray Beach, FL 33483

West Palm Beach, FL 33407

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

(cont.)

Name and Title: _____ Name and Title: _____
Address: _____ Address: _____

ARTICLE VI REGISTERED AGENT

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

Name: CT Corporation System
Address: 1200 South Pine Island Road
Plantation, Florida 33324

ARTICLE VII INCORPORATOR

The name and address of the incorporator is:

Name: Julia D. Dyas
Address: 40 Wall Street, 37th Floor
New York, NY 10003

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

By: CT Corporation System 4/5/2013
[Signature] Required Signature/Registered Agent Andrea Putty
Date
Vice President

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.

[Signature] April 5, 2013
Required Signature/Incorporator
Julie D. Dyas Date

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Exhibit A

Special Covenants Pursuant to that Certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") by and between HMX Touhy Avenue, LLC as Mortgagor and Deutsche Bank Trust Company Americas, as Trustee for the Registered Holders of Commercial Mortgage Pass-Through Series 2011-C5, as successor Mortgagee to C-III Commercial Mortgage LLC

As the managing member of the Mortgagor, W Diamond Property Holdings Corp. covenants and agrees that:

PROPERTY USE. The Property, as defined in the Mortgage, shall be used only as an office, warehouse and manufacturing facility, and for no other use without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole and absolute discretion.

SINGLE PURPOSE ENTITY. Until the Debt (as defined in the Mortgage) has been paid in full, W Diamond Property Holdings Corp. shall continue to be a Special Purpose Entity (as defined in the Mortgage). At all times following the date of its formation, W Diamond Property Holdings Corp. shall conduct its affairs in accordance with the following provisions:

(a) It is organized solely for the purpose of acting as managing member of the Mortgagor;

(b) It shall not engage in any business or activity unrelated to acting as the managing member of the Mortgagor;

(c) It does not own and will not own any material assets other than its membership interest in the Mortgagor;

(d) It will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, sale of all or substantially all of its assets, or transfer of its membership interest;

(e) It will 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 will not without the prior written consent of Mortgagee, amend, modify, terminate or fail to comply with the provisions of its articles of formation, certificate of incorporation, by-laws or similar organizational documents, as the case may be (collectively, the "Charter Documents"), or consent to or suffer the amendment, modification, termination or breach of any of the Charter Documents, or amend, modify, terminate or fail to comply with, or consent or suffer the amendment, modification, termination or breach of any Charter Documents of any entity in which it owns an interest;

(f) It will continue to maintain Charter Documents that provide that it will not: (A) dissolve, merge, liquidate, consolidate; (2) sell all or substantially all of its assets or the assets of any entity in which it has a direct or indirect interest; (3) engage in any other business activity, or amend its organizational documents with respect to the matters set forth in this definition without the consent of Mortgagee; or (4) without the affirmative vote of all other directors of the corporation or directors, managers or managing members, as applicable, of a limited liability company (that is such entity, the managing member, manager or a general partner of such entity), file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings with respect to itself or to any other entity in which it has a direct or indirect legal or beneficial ownership interest;

(g) It will not own any subsidiary or make any investment in, any person or entity;

(h) It has not commingled and will not commingle its assets with the assets of any of its general partners, managing members, managers, shareholders, Affiliates (as defined in the Mortgage), principals or of any other person or entity;

(i) It has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation);

(j) except as otherwise hereinafter in this paragraph (j) described, it has maintained and will maintain its financial statements, accounting records, bank accounts and other entity documents separate and apart from those of the partners, members, manager, shareholders, principals and Affiliates of such entity, and has not permitted and will not permit its assets to be listed as assets on the financial statement of any other entity, except that such entity's financial position, assets, results of operations and cash flows may be included in the consolidated financial statements of an Affiliate of such entity in accordance with GAAP; provided, however, that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;

(k) It has not entered into or been a party to and will not enter into or be a party to any contract or agreement with any general partner, managing member, manager, shareholder, principal or Affiliate of Mortgagor, or any Indemnitor (as defined in the Mortgage), or any general partner, managing member, manager, 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;

(l) It 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 assets from those of any other Person (as defined in the Mortgage);

(m) It has not made and will not make any loans to any third party;

(n) It has held itself out and identified itself and will hold itself out and identify itself to the public as a legal entity separate and distinct from any other Person;

(o) It has conducted and will 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 such entity is responsible for the debts of any third party (including any general partner, managing member, manager, shareholder, principal or Affiliate of such entity, but not including any Special Purpose Entity limited partnership of which such entity is expressly permitted to be a general partner in accordance with the terms hereof);

(p) It is and will remain solvent and pay its debt and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(q) It has maintained and will 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;

(r) It has filed and will file its own tax returns, if any, as may be required under applicable law, to the extent such entity is (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division solely for tax purposes of another taxpayer, and has paid and will pay any taxes so required to be paid under applicable law;

(s) It has allocated and will 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;

(t) It has maintained and will maintain a sufficient number of employees, if any, in light of its contemplated business operations and pay the salaries of its own employees from its own funds;

(u) It has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(v) It has held and will hold its assets in its own name;

(w) It has paid and will pay its own liabilities and expenses (except to the extent such liabilities are required to be paid, and are paid, by the lease between the tenant at the Property and Mortgage);

(x) It has observed and will observe all corporate, limited liability company or limited partnership formalities, as applicable;

(y) It has not and will not assume or guarantee or become obligated for the debtors of any other Person or hold out its credit as being available to satisfy the obligations of any other Person;

(z) It has not and will not acquire obligations or securities of its partners, members or shareholders or any other Affiliate;

(aa) It maintains and uses and will maintain and use, to extent required in the conduct of its business, separate invoices and checks bearing its name;

(bb) It has not pledged and will not pledge its assets for the benefit of any other Person;

(cc) It has not and will not have any obligation to, and will not, indemnify its partners, officers, directors or members, as the case may be, unless such an obligation is fully subordinated to the Debtor (as defined in the Mortgage) and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;

(dd) It shall consider the interests of its creditors in connection with all corporate actions;

(ee) It does not and will not have any of its obligations guaranteed by any Affiliate;

(ff) It has complied and will comply with all of the terms and provisions contained in its Charter Documents; and

(gg) It has acted and will continue to act in a manner to make the statement of facts contained in its Charter Documents true and correct.