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FLORIDA PROFIT/NON PROFIT CORPORATION  
IET HOLDINGS, INC.

Certificate of Status	1
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Page Count	07
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**ARTICLES OF INCORPORATION  
FOR  
IET HOLDINGS, INC.**

The undersigned Incorporator, for the purpose of forming a corporation for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1  
NAME OF CORPORATION**

The name of the corporation is IET HOLDINGS, INC. (the "Corporation").

**ARTICLE 2  
PRINCIPAL OFFICE AND MAILING ADDRESS**

The street address of the initial principal office of, and the initial mailing address of the Corporation is 9551 East Bay Harbor Drive, Bay Harbor, Florida 33154.

**ARTICLE 3  
COMMENCEMENT OF EXISTENCE**

The existence of the Corporation will commence on the date of filing of these Articles of Incorporation.

**ARTICLE 4  
PURPOSE OF THE CORPORATION**

The purpose for which the Corporation is organized is to engage in any lawful activity or business permitted under the laws of the United States and of the State of Florida.

**ARTICLE 5  
AUTHORIZED SHARES**

The maximum number of shares that the Corporation is authorized to have outstanding at any time is ten thousand (10,000) shares of common stock, each share having a par value of one cent (\$.01). Each issued and outstanding share of common stock shall be entitled to one vote on each matter submitted to a vote at a meeting of the shareholders.

**ARTICLE 6  
REGISTERED AGENT**

The name of the initial Registered Agent for the Corporation is GrayRobinson, PA, and the address of the Registered Agent is 401 East Las Olas Boulevard, Suite 1850, Fort Lauderdale, Florida 33301.

**ARTICLE 7  
INCORPORATOR**

The name of the Incorporator of the Corporation is Michael S. Sheltelman, Esq., and the address of the Incorporator is 401 East Las Olas Boulevard, Suite 1850, Fort Lauderdale, Florida 33301.

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**ARTICLE 8  
BYLAWS**

The power to adopt, alter, amend or repeal bylaws shall be vested in the board of directors and the shareholders, except that the board of directors may not amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that the bylaw is not subject to amendment or repeal by the directors.

**ARTICLE 9  
AMENDMENTS**

The Corporation reserves the right to amend, alter, change or repeal any provision in these Articles of Incorporation in the manner prescribed by law, and all rights conferred on shareholders are subject to this reservation

**ARTICLE 10  
INDEMNIFICATION**

The Corporation shall indemnify any present or former officer or director, or person exercising powers and duties of an officer or a director, to the full extent now or hereafter permitted by law.

**ARTICLE 11  
SPECIAL PURPOSE ENTITY PROVISIONS**

Notwithstanding anything to the contrary contained in Article 4 above, the purpose of the Corporation shall be subject to subparagraphs B (i) through B (iii) of this Article 11.

A. For so long as that certain first mortgage loan ("Loan") made by Citigroup Global Markets Realty Corp. (together with its successors and/or assigns, the "Lender") to Keystone Plaza, LLC, a Florida limited liability company (the "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 terms and provisions contained in this Article and the other terms and provisions of the Articles of Incorporation of the Corporation, the terms and provisions of this Article shall control and govern. All capitalized terms within this Article shall have the meaning ascribed to them in the Loan Agreement.

B. The Corporation has not, and for so long as the Loan shall remain outstanding, will not:

- (i) engage in any business or activity other than owning its membership interest in the Borrower;
- (ii) acquire or own any assets other than its membership interest in the Borrower;
- (iii) at all times continue to own no less than a 0.5% direct equity ownership interest in Borrower;
- (iv) 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;

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(v) 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;

(vi) own any subsidiary, or make any investment in, any Person (other than Borrower);

(vii) commingle its funds or assets with the assets of any other Person;

(viii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), except for trade any 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 paid on or prior to such date; and (vi) will cause Borrower to comply with the provisions of Section 5.1 of the Loan Agreement;

(ix) fail to maintain all of its books, records, financial statements and bank accounts separate from those of any other Person (including, without limitation, any Affiliates). The Corporation's assets have not and will not be listed as assets on the financial statement of any other Person; provided, however, that Corporation's assets may be included in a consolidated financial statement of its affiliates provided that (A) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Corporation and such affiliates and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such affiliates or any other Person, and (B) such assets shall be listed on the Corporation's own separate balance sheet. The Corporation has maintained and will maintain its books, records, resolutions and agreements as official records;

(x) enter into any contract or agreement with any shareholder 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;

(xi) 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;

(xii) 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;

(xiii) make any loans or advances to any Person;

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

(xv) fail to (A) hold itself out to the public and identify itself as a legal entity separate and distinct from any other Person and not as a division or part of any other Person, (B) conduct its business solely in its own name, (C) hold its assets in its own name or (D) correct any known misunderstanding regarding its separate identity;

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(xvi) 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);

(xvii) without the prior unanimous written consent of the board of directors of the Corporation (including the written consent of each Independent Director) and the constituent members of the Corporation (the "Constituent Members"), (A) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any Creditors Rights Laws, (B) seek or consent to the appointment of a receiver, liquidator or any similar official, (C) take any action that might cause such entity to become insolvent, or (D) make an assignment for the benefit of creditors;

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

(xix) 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);

(xx) change (or permit to be changed) the Corporation's (A) name, (B) identity (including its trade name or names), (C) principal place of business set forth on the first page of this Agreement or, (D) Borrower's or the Corporation's corporate or other structure, without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in the Corporation's structure, without first obtaining the prior written consent of Lender and, if required by Lender, a Rating Agency Confirmation with respect thereto,;

(xxi) acquire obligations or securities of its shareholders or affiliates;

(xxii) identify its shareholders or other Affiliates, as applicable, as a division or part of it; or

(xxiii) violate or cause to be violated the assumptions made with respect to the Borrower or the Corporation and its principals in the Non-Consolidation Opinion or in any New Non-Consolidation Opinion.

C. For so long as the Loan shall remain outstanding, the Corporation shall not allow direct and/or indirect transfers of ownership interests in the Corporation that would violate the provisions of Article 5 and/or Article 6 of the Loan Agreement.

D. For so long as the Loan shall remain outstanding, the Corporation's obligation hereunder, if any, to indemnify its directors and officers 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 Corporation (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.

E. For so long as the Loan shall remain outstanding, the Corporation shall not amend, terminate or otherwise alter the provisions of this Article without Lender's prior written consent.

F. At all times there shall be at least one duly appointed Independent Director of the Corporation. For purposes of this Article, "Independent Director" shall mean an individual who shall: (i)

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not have been at the time of such individual's initial appointment, and shall not have been at any time during the preceding five (5) years, and shall not be at any time while serving as Independent Director, either (a) a shareholder (or other equity owner) of, or an officer, director (other than in its capacity as Independent Director), or employee of, the Corporation or any of its respective shareholders, subsidiaries or affiliates, (b) a customer of, or supplier to, or other Person who derives any of its purchases or revenues from its activities with, the Corporation or any of its respective shareholders, subsidiaries or affiliates, (c) a Person who Controls or is under common Control with any such officer, director, shareholder, employee supplier, customer or other Person, or (d) a member of the immediate family of any such officer, director, shareholder, employee supplier, customer or other Person, and (ii) be employed by, in good standing with and engaged by the Corporation in connection with an Approved ID Provider.

G. At all times (i) the organizational documents of Borrower and the Corporation shall further provide that (A) the board of directors or managers of Borrower and the Corporation and the constituent equity owners of such entities (such constituent equity owners, the "Constituent Members") shall not take any action which, under the terms of any organizational documents of Borrower or the Corporation requires an unanimous vote of the Constituent Members or of the board of directors or managers of Borrower or the Corporation unless, in each case, at the time of such action there shall be at least one Independent Director engaged as provided by the terms hereof and such Independent Director vote in favor of such action; (B) any resignation, removal or replacement of any Independent Director shall not be effective without (1) prior written notice to Lender and the Rating Agencies (which such prior written notice must be given on the earlier of five (5) days or three (3) Business Days prior to the applicable resignation, removal or replacement) and (2) evidence that the replacement Independent Director satisfies the applicable terms and conditions hereof and of the applicable organizational documents (which such evidence must accompany the aforementioned notice); (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 only the interests of the Constituent Members and Borrower and the Corporation (including Borrower's and any Corporation's respective creditors) in acting or otherwise voting on the matters provided for herein and in Borrower's and Corporation organizational documents (which such fiduciary duties to the Constituent Members and Borrower and the Corporation (including Borrower's and any Corporation's respective creditors), in each case, shall be deemed to apply solely to the extent of their respective economic interests in Borrower or the Corporation (as applicable) exclusive of (x) all other interests (including, without limitation, all other interests of the Constituent Members), (y) the interests of other Affiliates of the Constituent Members, Borrower and Corporation and (z) the interests of any group of Affiliates of which the Constituent Members, Borrower or Corporation is a part); (D) other than as provided in subsection (C) above, the Independent Director shall not have any fiduciary duties to any Constituent Members, any directors of Borrower or Corporation or any other Person; (E) the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing under applicable law; and (F) to the fullest extent permitted by applicable law, an Independent Director shall not be liable to Borrower, Corporation, any Constituent Member or 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.

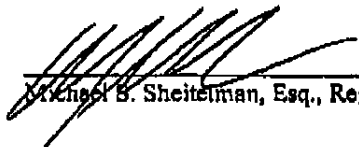
The undersigned hereby submits the foregoing Articles of Incorporation for filing and affirms that the facts stated therein are true. The undersigned hereby acknowledges that he is aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided in Section 817.155, Florida Statutes.

  
Michael S. Sheitelman, Esq., Incorporator

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The undersigned, having been named as registered agent in the foregoing Articles of Incorporation, hereby acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under Florida Statutes. The undersigned hereby accepts appointment as, and agrees to act in the capacity of, registered agent for the Corporation.

  
Michael B. Sheitelman, Esq., Registered Agent

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