

P14000050487

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H14000136484 3)))



H14000136484ABC+

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6381

From:

Account Name : STEINBERG GARELLEK P.L.
Account Number : I20110000015
Phone : (561) 391-3344
Fax Number : (561) 391-3326

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

Email Address: SZG@STEINGARLAW.COM

14 JUN 11 PM 2:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

RECEIVED

14 JUN 11 AM 8:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA PROFIT/NON PROFIT CORPORATION
MPM FOUR GP INC.

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$87.50

H14000136484 3

ARTICLES OF INCORPORATION
OF
MPM FOUR GP INC.
(a Florida Corporation)

The undersigned, acting as Incorporator of a Florida corporation under the Florida Business Corporation Act, Chapter 607 of the Florida Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation is MPM FOUR GP INC. (hereinafter, the "Corporation").

ARTICLE II - MAILING AND PRINCIPAL ADDRESS

The mailing address and street address of the principal office of the Corporation is 3900 Galt Ocean Drive, #2617, Fort Lauderdale, FL 33308.

ARTICLE III - BUSINESS OF THE CORPORATION

The Corporation's business and purpose shall consist solely of the following:

(i) To acquire a general partner interest in and act as the general partner of MPM FOUR LLLP, a Florida limited liability limited partnership (the "Partnership"), which is engaged solely in the acquisition, ownership, operation and management of certain property comprised of a TD Bank branch located in Fort Lauderdale, Florida (the "Property"), pursuant to and in accordance with these Articles of Incorporation and the Partnership's Agreement of Limited Liability Limited Partnership, as the same may be amended and/or restated from time to time; and

(ii) to engage in such other lawful activities permitted to corporations by the Corporation Law of the State of Florida as are incidental, necessary or appropriate to the foregoing.

In these Articles, "Affiliate" shall have the same meaning as now defined in Section 101 of the United States Bankruptcy Code (the "Bankruptcy Code") and shall include all "insiders" (as such term is now defined in Bankruptcy Code Section 101) with respect to the Corporation, any shareholder and the Independent Director, except that the percentage of direct or indirect legal or beneficial interest required to be held by the relevant entity for purposes hereof shall be ten percent (10%), not the twenty percent (20%) provided in Bankruptcy Code Section 101.

ARTICLE IV - SINGLE PURPOSE ENTITY

All capitalized terms not specifically defined herein shall have the meanings ascribed to such terms in the Loan Documents (as defined below). For the Purposes of this Article IV, (i) "Borrower" shall mean the Partnership; (ii) "Loan" shall mean a loan from WELLS FARGO BANK NORTHWEST, N.A. AS TRUSTEE which Loan is being assumed in conjunction with the purchase of the Property; (iii) "Note" means that certain promissory note dated October 12, 2010 in the original principal amount stated therein; and (iv) "Loan Documents" means the documents executed in connection with the closing of the Loan and those to be executed in connection with the assumption of the Loan.

H14000136484 3

H14 000136484 3

Until the date on which all obligations of the Corporation under the Loan Documents are indefeasibly and fully satisfied, the Corporation represents, warrants and covenants that it:

- (a) has not owned, does not own and will not own any assets other than its general partner interest in the Borrower;
- (b) has not engaged and will not engage in any business or activity other than as permitted in Article III hereof;
- (c) was, is and will be organized solely for the purpose of acting as a general partner of the Borrower and exercising such powers as are provided in Article III hereof;
- (d) has not and will not incur debt other than the Note and debt incurred in connection with ordinary operating expenses;
- (e) will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) obligations of the Corporation under the Loan Documents and (ii) unsecured trade payables incurred in the ordinary course of business of operating the Property;
- (f) intends to remain solvent and has maintained and intends 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, provided that nothing herein shall require the Corporation to contribute any capital to the Partnership;
- (g) has not made and will not make any loans or advances to or acquire obligations or securities of any other Person;
- (h) has not held and will not hold any property of any other Person in the name of the Corporation;
- (i) has not knowingly failed and will not knowingly fail to correct any known misunderstanding regarding its separate identity;
- (j) has continuously maintained and shall continuously maintain its existence and has been and will be qualified to do business in all states necessary to carry on its business, including the state in which the Property is located;
- (k) has conducted and operated and will conduct and operate its business as presently conducted and operated and in its own name;
- (l) has maintained and will maintain books, records, bank accounts, accounting records and other entity documents separate from those of its partners, members, shareholders, trustees, beneficiaries, principals, Affiliates, and any other Person;
- (m) has been and will be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other Person (including any of its partners, members, shareholders, trustees, beneficiaries, principals and Affiliates, and any Affiliates of any of the same), and not as a department or division of any other Person (except to the extent the Corporation is disregarded for Federal income tax purposes);
- (n) has filed and will file such tax returns with respect to itself as may be required under applicable law and has prepared and will prepare separate financial statements, or if the

H14 000136484 3

Corporation's financial statements are consolidated with those of any other Person, as permitted or required by generally accepted financial practice, such consolidated financial statements shall contain a footnote to the effect that the Corporation is a separate legal entity, the assets of which are not available to satisfy the debts or obligations of any other Person;

(o) has paid and shall pay its own liabilities, indebtedness, and obligations of any kind, as the same shall become due, from its own separate assets, rather than from those of other Persons and has not paid and will not pay from its assets any liabilities, indebtedness and obligations of any kind of any other Person;

(p) has not commingled and will not commingle or permit to be commingled its funds or other assets or liabilities with those of any other Person; and has held and will hold title to its assets in its own name (except as may be required by the Loan Documents);

(q) has maintained and will maintain its assets and liabilities in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets or liabilities from those of any other Person;

(r) has not and will not hold itself or its assets out to be responsible for the debts or obligations of any other Person;

(s) has not and will not guarantee or otherwise become liable on or in connection with any obligation of any other Person;

(t) has observed and will observe, as applicable, all corporate formalities and record keeping;

(u) has allocated and will allocate fairly and reasonably the costs associated with common employees and any overhead for shared office space and has used and will use separate stationary, invoices and checks;

(v) shall not have any employees;

(w) has not and will not conduct the business of or act on behalf of any other Person (except as required by the Loan Documents);

(x) has not and will not represent that any other Person owns an interest in the property of the Corporation;

(y) has not and will not make any contributions, payments or distributions or transfer any assets to any other Person in violation of the Loan Documents; and

(z) shall not (i) liquidate or dissolve, in whole or in part; (ii) consolidate, merge or enter into any form of consolidation with or into any other Person, nor, except as required or permitted by the Loan Documents, convey, transfer or lease its assets substantially as an entirety to any Person nor permit any Person to consolidate, merge or enter into any form of consolidation with or into itself; or (iii) amend any provisions of its organizational documents containing provisions similar to those contained in this Article.

ARTICLE V - INDEPENDENT DIRECTOR

In this Article, "Independent Director" shall mean an individual who is not at the time of his or her appointment as Independent Director, has not been at any time during the preceding five (5)

414 000 136484 3

years, and does not become subsequently: (i) a direct or indirect legal or beneficial holder of any stock or other equity interest in the Corporation, its shareholder(s) or any Affiliate; (ii) a Creditor, Supplier (as defined below), employee, officer, director (other than during the individual's tenure as Independent Director), family member or contractor of the Corporation, its shareholder(s) or any Affiliate; or (iii) an individual who controls the Corporation, its shareholder(s) or any Affiliate, directly, indirectly or otherwise, or any of their Affiliates or any Creditor, Supplier, officer, director, member, manager or contractor of such Person or its Affiliates.

Notwithstanding anything to the contrary contained in these Articles of Incorporation, until the date on which all obligations of the Partnership under the Loan Documents are indefeasibly and fully satisfied, the Corporation shall not:

- (a) change its ownership or capital structure (other than in accordance with the provisions of Loan Documents);
- (b) acquire all, or substantially all, of the assets or capital stock or other ownership interest of any other entity;
- (c) dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity;
- (d) institute proceedings to be adjudicated bankrupt or insolvent, consent to the institution of bankruptcy or insolvency proceedings against it, or file, or consent to, a petition seeking reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Corporation or any substantial part of its property, or make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action; or
- (e) authorize or be party to any amendment of the Corporation's Articles of Incorporation to:
 - (i) provide for the removal and/or substitution of the Independent Director provided for hereunder unless a new Independent Director is appointed and accepts such appointment; (ii) enlarge or alter the permitted business purposes of the Corporation as provided in Article III; (iii) remove the Independent Director (even upon the insolvency or institution of bankruptcy proceedings involving the Corporation); or (iv) permit or cause the Corporation to dissolve or to liquidate.

If the Corporation shall not have at least one (1) Independent Director, no vote upon any matter set forth in this section shall be taken unless and until such an Independent Director shall have been duly elected and voting.

Notwithstanding that the Corporation is not then insolvent, the shareholder(s) shall take into account the interests of the Corporation's creditors as well as those of the shareholder(s).

The Independent Director shall be given and entitled to receive all notices as and when given or to be given under the Corporation's Bylaws to any director or shareholder, and the Independent Director shall be entitled to participate in all meetings or votes of the directors or shareholders to the extent that the Independent Director's vote would be required by this Article and shall be

414 000 136484 3

414000136707 →

the extent that the Independent Director's vote would be required by this Article and shall be notified of all action on the part of the directors or shareholders as to which the Independent Director's vote is required in connection with such action.

ARTICLE VI - CAPITAL STOCK

The Corporation is authorized to issue 300 common shares, each share having no par value.

ARTICLE VII - OFFICERS AND DIRECTORS

The name and address of the initial officer and director of the Corporation is:

Anand Aggarwal, President and Secretary
3900 Galt Ocean Drive, #2617,
Fort Lauderdale, FL 33308

ARTICLE VIII - REGISTERED AGENT AND REGISTERED OFFICE

The name and street address of the Corporation's registered agent are SG Registered Agent LLC, 700 S. Federal Highway, Suite 200, Boca Raton, FL 33432.

ARTICLE IX - INCORPORATOR

The name and address of the person signing these Articles of Incorporation are: Anand Aggarwal, 3900 Galt Ocean Drive, #2617, Fort Lauderdale, FL 33308.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as of the 10 day of June, 2014.



Anand Aggarwal
Authorized Representative

414000136484 3

H14000136484 -

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

Having been named as registered agent and to accept service of process for MPM FOUR GP INC. at the place designed in Article VIII of the Articles of Incorporation, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accept the obligations of the position as registered agent as provided for in Chapter 607, F.S.

SG Registered Agent LLC

By: [Signature]
Lawrence Steinberg, ManagerDated: 06/10/201414 JUN 11 PM 2:36
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

H14000136484 3