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THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 493865 6457A

AUTHORIZATION : Patricia P. Guts

COST LIMIT : \$ 122.50

ORDER DATE : August 12, 1997

ORDER TIME : 10:55 AM

ORDER NO. : 493865-005

500002264895--5

CUSTOMER NO: 6457A

CUSTOMER: Ms. Michelle M. Guessetto
ARNOLD MATHENY & EAGAN, P.A.

P. O. Box 2967

Orlando, FL 32803-3842

DOMESTIC FILING

*****FILE FIRST*****

NAME: TWO LARGO, INC.

EFFECTIVE DATE:

☒ ARTICLES OF INCORPORATION
☐ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY
☐ PLAIN STAMPED COPY
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Tonya C. Holliday

EXAMINER'S INITIALS:

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97 AUG 12 PM 2:04
TALLAHASSEE, FLORIDA
STATE

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97 AUG 12 PM 12:23
TALLAHASSEE, FLORIDA
STATE

8

SNV AUG 12 1997

ARTICLES OF INCORPORATION

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TVO LARGO, INC. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Article I

The name of the Corporation is TVO LARGO, INC.

Article II

The period of the duration of the Corporation is perpetual.

Article III

(A) The purpose for which the Corporation is organized is limited to acquiring, owning and holding the general partnership interest in TVO COMPASS POINTE PARTNERS, LTD. pursuant to the terms and conditions of the TVO COMPASS POINTE PARTNERS, LTD. Limited Partnership Agreement, and to transact any and all lawful business for which a Corporation may be incorporated under the Florida Business Corporation Act of the State of Florida that is incident and necessary or appropriate to the foregoing.

(B) Notwithstanding any other provisions of these Articles of Incorporation and any provision of law that otherwise so empowers the Corporation, until such time as (a) all obligations of the Corporation represented by a promissory note executed in favor of Column Financial, Inc., its successors and assigns, and secured by a mortgage against the property of the Corporation (the "Mortgage") and any other related loan documents (the "Loan Documents") have been discharged or (b) the Corporation is no longer the owner of the general partnership interest of the Corporation in the TVO COMPASS POINTE PARTNERS, LTD. pursuant to the terms and conditions of the TVO COMPASS POINTE PARTNERS, LTD. Limited Partnership Agreement, the Corporation shall not, without the affirmative vote of all of the members of the Board of Directors, do any of the following:

(i) amend, alter, change or repeal this Article Three of the TVO COMPASS POINTE PARTNERS, LTD. Limited Partnership Agreement, or cause any successor provisions thereto, however designated, to be amended, altered, changed or repealed;

(ii) dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, sell or transfer its properties and assets substantially as an entirety to any entity, or cause this Corporation or TVO COMPASS POINTE PARTNERS, LTD. to dissolve, wind up or liquidate in whole or in part, or cause this Corporation or TVO COMPASS POINTE PARTNERS, LTD. to consolidate or merge with or into any other entity or

convey, sell or transfer its properties and assets substantially as an entirety to any entity, except as otherwise may be permitted under the Mortgage and any other loan documents;

(iii) engage in any business or activity other than as set forth in these Articles of Incorporation, or cause TVO COMPASS POINTE PARTNERS, LTD. to engage in any business or activity other than as set forth in the TVO COMPASS POINTE PARTNERS, LTD. Limited Partnership Agreement (or any successor provision thereto, however designated);

(iv) sell, transfer, exchange, convey, encumber or otherwise dispose (except as permitted by the Deed of Trust any other loan documents) of any or all the Corporation's right, title or interest as general partner of TVO COMPASS POINTE PARTNERS, LTD.;

(v) file a voluntary petition or otherwise initiate proceedings to be adjudicated insolvent or seeking an order for relief as debtor under the United States Bankruptcy Code, as amended (11 U.S.C. Section 101 et seq.), or file any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other state or law relative to bankruptcy, insolvency or other relief for debtors, or seek, the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Corporation or of all of any substantial part of the properties and assets of the Corporation, or make any general assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or declare or effect a moratorium on its debts or take any corporate action in furtherance of any such action;

(vi) file, or cause this Corporation or TVO COMPASS POINTE PARTNERS, LTD. to file, a voluntary petition or otherwise initiate, or cause this Corporation or TVO COMPASS POINTE PARTNERS, LTD. to initiate, proceedings for this Corporation or TVO COMPASS POINTE PARTNERS, LTD. to be adjudicated insolvent or seeking an order for relief as a debtor under the United States Bankruptcy Code, as amended (11 U.S.C. Section 101 et seq.) or file or cause the filing of, or cause this Corporation or TVO COMPASS POINTE PARTNERS, LTD. to file or cause the filing of, any petition seeking any composition, reorganization, readjustment, liquidation, dissolution, or similar relief for this Corporation or TVO COMPASS POINTE PARTNERS under the present or any future federal bankruptcy laws or any other present or future applicable federal, state or other statute of law relative to bankruptcy, insolvency or other relief for debtors, or seek or cause this Corporation or TVO COMPASS POINTE PARTNERS, LTD. to seek, the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian,

liquidator (or other similar official) of this Corporation or TVO COMPASS POINTE PARTNERS, LTD. or of all or any substantial part of the properties and assets of this Corporation or TVO COMPASS POINTE PARTNERS, LTD. or make, or cause this Corporation or TVO COMPASS POINTE PARTNERS, LTD. to make, any general assignment for the benefit of its creditors or admit in writing its inability to pay its debts generally as they become due or declare or effect a moratorium on its debt or take any partnership action in furtherance of any such action;

(vii) indemnify any person pursuant to Article VIII hereof; and

(viii) withdraw as general partner of TVO COMPASS POINTE PARTNERS, LTD.

(C) The Corporation shall (i) observe all corporate formalities, including the maintenance of current minutes books, (ii) maintain its own separate and distinct books of account and corporate records, (iii) cause its financial statements to be prepared in accordance with generally accepted accounting principles in a manner that indicates the separate existence of the Corporation and its assets and liabilities, (iv) pay all its liabilities out of its own funds, (v) in all dealings with the public, identify itself under its own name and as a separate and distinct entity and (vi) independently make decisions with respect to its business and daily operations. The Corporation shall not (i) commingle its assets with those of any other person, (ii) assume or guarantee the liabilities of any other person or (iii) acquire obligations or securities of or make loans or advances to any affiliate.

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is 100,000 shares of common stock with a par value of \$1.00 each. The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000, consisting of money, labor done, or property actually received.

2. The designations, voting powers, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions of the above stock are as follows:

(a) The holders of the Common Stock are entitled to receive, to the extent permitted by law, such dividends as may be declared from time to time by the Board of Directors.

(b) In the event of the voluntary or involuntary liquidation, dissolution, distribution of assets or winding up of the

Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the creditors and holders of shares of preferred stock, if any such stock shall be authorized herein and issued, the holders of Common Stock shall be entitled to receive all of the remaining assets of the Corporation of whatever kind available for distribution to shareholders ratably in proportion to the number of shares of Common Stock held by them respectively. The Board of Directors may distribute in kind to the holders of Common Stock such remaining assets of the Corporation or may sell, transfer or otherwise dispose of all or any part of such remaining assets to any other corporation, trust or other entity and receive payment therefor in cash, stock or obligations of such other corporation, trust or other entity, or any combination thereof, and may sell all or any part of the consideration so received and distribute any balance thereof in kind to holders of Common Stock. The merger or consolidation of the Corporation into or with any other corporation, or the merger of any other corporation into it, or any purchase or redemption of shares of stock of the Corporation of any class, shall not be deemed to be a dissolution, liquidation or winding up of the Corporation for the purposes of this paragraph.

(c) Each holder of Common Stock has one vote with respect to each share of stock held by him of record on the books of the Corporation on all matters voted upon by the shareholders.

(d) The private property of the shareholders of this Corporation shall not be subject to the payment of corporate debts, except to the extent of any unpaid balance of subscription of shares.

(e) Any person, upon becoming the owner or holder of any shares of the Common Stock or other securities having voting rights issued by this Corporation ("shareholder"), does thereby consent and agree that all rights, powers, privileges, obligations or restrictions pertaining to such person or such securities in any way may be altered, amended, restricted, enlarged, or repealed by legislative enactments of the State of Florida, or of United States hereinafter adopted which have reference to or affect corporations, such securities, or such persons if any; and that the Corporation reserves the right to transact any business of the Corporation, to alter, amend or repeal these Articles of Incorporation, or to do any other acts or things as authorized, permitted or allowed by such legislative enactments.

ARTICLE V

Incorporator

1. The name and mailing address of the incorporator of this Corporation is as follows:

Name

Address

Lehn E. Abrams

801 N. Magnolia Avenue, Suite 201
Orlando, Florida 32803

2. The power of the incorporator shall terminate upon the filing of the Articles of Incorporation of the Corporation with the office of the Secretary of State of Florida.

ARTICLE VI

Board of Directors

1. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except as otherwise herein provided or reserved to the holders of Common Stock in the By-Laws of the Corporation.

2. (a) The number of members of the Board of Directors will be fixed from time to time by resolution of the Board of Directors, but (subject to vacancies) in no event may there be less than one (1) director. Each director shall serve until the next annual meeting of shareholders.

(b) If any vacancy occurs in the Board of Directors during a term, the remaining directors, by affirmative vote of a majority thereof, may elect a director to fill the vacancy until the next meeting of shareholders.

(c) The names and mailing addresses of the persons who shall serve as directors of the Corporation until the first annual meeting of the shareholders are as follows:

NAME

ADDRESS

Chris Haynes

Suite 100, 501 Executive Center Blvd.
El Paso, Texas 79902

David Vandenburg

70 East Lake Street, Suite 600
Chicago, Illinois 60601

ARTICLE VII

Amendment

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

The undersigned, for the purpose of forming a corporation under the laws of the State of Florida, does make, file and record these Articles of Incorporation, and does certify that the facts herein stated are true; and I have accordingly hereunto set my hand and seal.

DATED: August 11, 1997.

LEHN E. ABRAMS (SEAL)

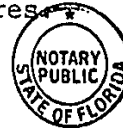
STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared LEHN E. ABRAMS, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was taken. Said person was personally known to me or produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 11th day of August, 1997.

Michelle M. Guessetto
NOTARY PUBLIC

[Printed Name of Notary]
My Commission Expires _____



MICHELLE M. GUESSETTO
My Comm. Exp. Feb. 6, 1998
Comm. No. CC576620

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN FLORIDA, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED

In compliance with the Business Corporation Act of Florida,
the following is submitted:

TVO LARGO, INC., with its principal place of business at 801
N. Magnolia Avenue, Suite 201, Orlando, Florida 32803 has named
Lehn E. Abrams located at 801 N. Magnolia Avenue, Suite 201,
Orlando, Florida 32803 as its agent to accept service of process
within Florida.

Having been named to accept service of process for TVO LARGO,
INC. at the place designated in this certificate, I hereby agree to
act in this capacity, and I further agree to comply with the
provisions of all statutes relative to the proper and complete
performance of my duties, and I accept the duties and obligations
of a Registered Agent under the Business Corporation Act of
Florida.

Dated this 11 day of August, 1997.

LEHN E. ABRAMS
Registered Agent
LEHN E. ABRAMS

FILED
97 AUG 12 PM 2:05
STATE
TALLAHASSEE, FLORIDA