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Division of Corporations
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FLORIDA PROFIT/NON PROFIT CORPORATION

8444 Investments Corp.

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CAPITAL CONNECTION

PAGE 001/001

Florida NO. 4512 of 2 state



January 5, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

YOUR CAPITAL CONNECTION

SUBJECT: 8444 INVESTMENTS CORP.
REF: W07000000719

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H07000003277 3

ARTICLES OF INCORPORATION

In compliance with Chapter 507 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be: 8444 International Corp.

ARTICLE II PRINCIPAL OFFICE

The principal place of business/mailling address is: 30900 Telegraph Road, Bingham Farms, MI 48025.

ARTICLE III PURPOSE

The nature of the business and of the purposes to be conducted and promoted by the corporation is to engage solely in the activity of acting as the managing member of, and owning a one-half of one percent (0.5%) membership interest ("Membership Interest") in, 8444 Investments, LLC, a Michigan limited liability company authorized to do business in the State of Florida (the "Limited Liability Company") whose purpose is to acquire from BHU-GRUBARGES, LLC, a Delaware limited liability company, certain parcels of real property, together with all improvements located thereon, in the City of Orlando, State of Florida (the "Property") and own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property. The corporation shall exercise all powers enumerated in the General Corporation Law of Florida necessary or convenient to the conduct, promotion or attainment of the foregoing business or purposes.

ARTICLE IV SHARES

The number of shares of stock that this corporation is authorized to have outstanding at any one time is one thousand (1000) shares having a par value of one dollar (\$1) per share.

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name/Address

Hanna Karoho
30900 Telegraph Road
Bingham Farms, MI 48025

Title

President

ARTICLE VI REGISTERED AGENT

Mark S. Schechter, Esq.
100 NE 3rd Avenue, Suite 620
Fort Lauderdale, FL 33301

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H07000003277 3

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is: Hanna Karcho, 30900 Telegraph Road, Bingham Farms, MI 48025.

ARTICLE VIII SPECIAL PROVISIONS

It is the intent of the incorporator and directors that the corporation qualify under Section 1244 of Internal Revenue Code and that the corporation file as a Sub S Corporation. Such actions as are necessary will be taken by the appropriate officers to accomplish this compliance.

ARTICLE IX CERTAIN PROHIBITED ACTS

Notwithstanding any provision hereof to the contrary, the following shall govern: The corporation shall only cause the Limited Liability Company to incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any Obligation (as defined below) is outstanding, the corporation shall not cause the Limited Liability Company to incur, assume, or guaranty any other indebtedness. The corporation shall not and shall not cause the Limited Liability Company to consolidate or merge with or into any other Person (as defined below) or convey or transfer its properties and assets substantially as an entirety to any Person unless (i) the Person (if other than the corporation or Limited Liability Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer of the properties and assets of the corporation or Limited Liability Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article IX and in Article XI, and (c) shall expressly assume the due and punctual performance of the corporation's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this corporation or the Limited Liability Company and be continuing.

ARTICLE X INDEMNIFICATION

Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification to any Covered Person (as defined below) shall be fully subordinated to the Loan (as defined below) and any obligations respecting the Limited Liability Company or the Property and shall not constitute a claim against the corporation in the event that cash flow is insufficient to pay such obligations.

ARTICLE XI SEPARATENESS COVENANTS

Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as any Obligation is outstanding, in order to preserve and ensure its

H07000003277 3

H07000003277 3

separate and distinct corporate identity, in addition to the other provisions set forth in this certificate of incorporation, the corporation shall conduct its affairs in accordance with the following provisions:

1. It shall not amend, modify or otherwise change its articles of incorporation, by-laws or other formation agreement or document, as applicable, in any material term or manner, or in a manner which adversely affects the Corporation's existence as a single purpose entity.

2. It shall not liquidate or dissolve (or suffer any liquidation or dissolution), or enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity.

3. It does not own and shall not own any asset other than its Membership Interest in the Limited Liability Company.

4. It is not engaged and shall not engage, either directly or indirectly, in any business other than acting as corporate managing member of the Limited Liability Company.

5. It shall not enter into any contract or agreement with any Affiliate (as defined below) or member of the Limited Liability Company, as applicable, or any Affiliate of any member of the Limited Liability Company, 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 other than an Affiliate.

6. It has not incurred and shall not incur, and shall not cause the Limited Liability Company to incur, any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than, in the case of the Limited Liability Company, (i) the debt evidenced by the first mortgage lien on the Property, and (ii) such other indebtedness as may be permitted under the Loan Documents (as defined below), and no other debt will be secured (senior, subordinate or pari passu) by the Property.

7. It has not made and will not make any loans or advances to any third party.

8. It is and shall be solvent and pay its debts from its assets as the same shall become due.

9. It has done or caused to be done and will do all things necessary to preserve its existence, and will observe all formalities applicable to it.

10. It will conduct and operate its business in its own name and as presently conducted and operated.

11. It will be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including, without limitation, any Affiliate or

H07000003277 3

H07000003277 3

shareholder, as applicable, or any Affiliate or member of the Limited Liability Company, as applicable).

12. It shall file its own tax returns.
13. It shall 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.
14. It has and shall maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or any other Person;
15. It shall establish and maintain an office through which its business shall be conducted separate and apart from those of its parent and any Affiliate and shall allocate fairly and reasonably any overhead for shared office space.
16. It shall maintain separate corporate records and books of account from those of its parent and any Affiliate.
17. It shall not commingle assets with those of its parent and any Affiliate.
18. It shall conduct its own business in its own name.
19. It shall maintain financial statements separate from any Affiliate.
20. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of its parent and any Affiliate.
21. It shall maintain an arm's length relationship with its parent and any Affiliate.
22. It shall not guarantee or become obligated for the debts of any other Person, including its parent or any affiliate or hold out its credit as being available to satisfy the obligations of others.
23. It shall use stationery, invoices and checks separate from its parent and any Affiliate.
24. It shall not pledge its assets for the benefit of any other Person, including any Affiliate.
25. It shall hold itself out as an entity separate from its parent and any Affiliate.
26. Its Board of Directors shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate corporate actions, and in authorizing such actions, shall observe all corporate formalities. The Board of Directors shall include at least two individuals who are Independent Directors. As used herein, an

H07000003277 3

H07000003277 3

"Independent Director" shall be an individual who: (i) is not and has not been employed by the corporation or any of its respective subsidiaries or affiliates as a director, officer or employee within the five years immediately prior to such individual's appointment as an Independent Director, (ii) is not (and is not affiliated with a company or firm that is) a significant advisor or consultant to the corporation or any of its subsidiaries or affiliates, (iii) is not affiliated with a significant customer or supplier of the corporation or any of its subsidiaries or affiliates; (iv) is not affiliated with a company of which the corporation or any of its subsidiaries or affiliates is a significant customer or supplier; (v) does not have significant personal service contract(s) with the corporation or any of its subsidiaries or affiliates; (vi) is not affiliated with a tax exempt entity that receives significant contributions from the corporation or any of its subsidiaries or affiliates; (vii) is not a beneficial owner at the time of such individual's appointment as an Independent Director, or at any time thereafter while serving as Independent Director, of such number of shares of any classes of common stock of the corporation the value of which constitutes more than 5% of the outstanding common stock of the corporation; and (viii) is not a spouse parent, sibling or child of any person described by (i) through (vii).

27. It shall only make an indemnification to a Covered Person out of and to the extent of its assets only and, so long as any Obligation is outstanding, no Indemnity payment from funds of the corporation (as distinct from funds from other sources, such as insurance) of any Indemnity under these Articles of Incorporation to any Covered Person shall be payable from amounts allocable to any other Person pursuant to the Loan Documents.

28. It shall not permit any assignment or transfer of its shares unless such transfer or assignment is permitted under the terms of the Loan Documents and will not cause a default thereunder.

29. So long as any Obligation is outstanding, it shall not amend, alter, change or repeal Articles I, III, IX, X, XI and XII of these Articles of Incorporation (collectively, the "Special Purpose Provisions") without the prior written consent of Lender. In the event of any conflict or inconsistency between the Bylaws and these Articles of Incorporation, these Articles of Incorporation shall govern and control.

30. Notwithstanding any other provision of these Articles of Incorporation or the Bylaws and any provision of law that otherwise so empowers the corporation, the shareholders, directors or any other Person, so long as any Obligation is outstanding, neither the shareholders nor any director nor any other Person shall be authorized or empowered to, nor shall they permit the corporation to, and the corporation shall not, without the prior unanimous written consent of all of its Directors (including the consent of all Independent Directors), take any Material Action, provided, however, that, so long as any Obligation is outstanding, the corporation and shareholders and directors may not vote on, or authorize the taking of, any Material Action, unless there is at least two Independent Directors then serving in such capacity.

31. So long as any Obligation remains outstanding, (a) the corporation shall consider only the interests of the Limited Liability Company, including, if the Limited

H07000003277 3

H07000003277 3

Liability Company is insolvent, the Limited Liability Company's creditors, in acting or otherwise voting on the matter for which its approval is required on behalf of the Limited Liability Company and (b) at least two of the directors of the corporation shall be Independent Directors. An Independent Director may not be removed until such time as his or her successor has been appointed and has assumed his or her responsibilities and duties as an Independent Director. To the fullest extent permitted by law, the Independent Directors shall consider only the interests of (i) Company, including the interests of the creditors of the corporation, in acting or otherwise voting on Material Actions on behalf of the corporation and (ii) the Limited Liability Company, including the interests of the creditors of the Limited Liability Company, in acting or otherwise voting on Material Actions on behalf of the Limited Liability Company.

As used in these Articles of Incorporation, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

"Covered Person" means, collectively, any shareholder, officer, employee or agent of the corporation or any employee, representative, agent or Affiliate of the corporation or any of the foregoing.

"Lender" means Wachovia Bank, National Association, together with its successors and assigns as lender under the Loan.

"Loan" means that certain loan made by Lender to the Limited Liability Company in accordance with the terms, conditions and provisions of the Loan Documents.

"Loan Agreement" means that certain Mortgage or Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing by and between the Limited Liability Company and Lender.

"Loan Documents" means the Loan Agreement, Promissory Note, Assignment of Leases and Rents and additional loan documents and all other agreements, documents, instruments, certificates or papers executed and delivered in connection with the Loan.

"Obligations" shall mean the indebtedness, liabilities, obligations and duties of the Limited Liability Company under or in connection with the Loan Documents or any related document in effect as of any date of determination.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

H07000003277 3

H07000003277 3

"Material Action" means:

- (i) seeking an order for relief or commencing any case, proceeding or other action on behalf of the Company or Limited Liability Company under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors;
- (ii) initiating, consenting to or instituting proceedings to have the Company or Limited Liability Company adjudicated as bankrupt or insolvent;
- (iii) filing of, consenting to, acquiescing in the filing of, or joining in the filing of a bankruptcy or insolvency petition or the institution of bankruptcy or insolvency proceedings against the Company or Limited Liability Company;
- (iv) filing a petition or otherwise initiating or consenting to or acquiescing in a petition seeking reorganization, arrangement, adjustment, winding-up, composition, liquidation or other relief on behalf of the Company or Limited Liability Company of its debts under any present or future federal or state law relating to bankruptcy, insolvency or relief of creditors;
- (v) seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or Limited Liability Company or a substantial portion of its properties;
- (vi) making or consenting to any assignment for the benefit of the Company's or Limited Liability Company's creditors or admitting in writing its inability to pay its debts generally as they become due or declaring a moratorium on its debt; or
- (vii) taking any action in furtherance of any of the foregoing.

"Special Purpose Provisions" shall have the meaning set forth in Article XI of these Articles of Incorporation.

ARTICLE XII VOTING

Notwithstanding any provision hereof to the contrary, the following shall govern: When voting on matters concerning the Limited Liability Company, notwithstanding that the Limited Liability Company is not then insolvent, the corporation shall take into account the interest of the Limited Liability Company's creditors, as well as those of its members.

H07000003277 3

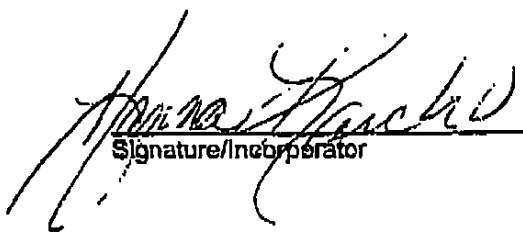
Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity



Signature/Registered Agent

1/4/07

Date



Signature/Incorporator

1/4/07

Date