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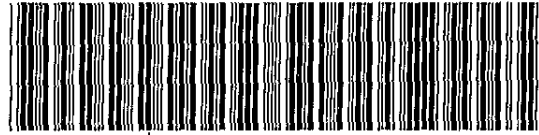
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November 30, 2004

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Dan Prado Management Corp.

Filing Evidence

- Plain/Confirmation Copy
- Certified Copy

Retrieval Request

- Photocopy
- Certified Copy

Type of Document

- Certificate of Status
- Certificate of Good Standing
- Articles Only
- All Charter Documents to Include Articles & Amendments
- Fictitious Name Certificate
- Other

NEW FILINGS	
X	Profit
	Non Profit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

OTHER FILINGS	
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement

REGISTRATION/QUALIFICATION	
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

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ARTICLES OF INCORPORATION

OF

DAN PRADO MANAGEMENT CORP.

The undersigned, for the purposes of forming a corporation under Section 607.0202 of the Florida Business Corporation Act, does hereby certify as follows:

ARTICLE I
NAME AND ADDRESS

The name of the Corporation is Dan Prado Management Corp. and the street address of the Corporation is c/o Wharton Realty Group, 8 Industrial Way East, 2nd Floor, Eatontown, New Jersey 07724.

ARTICLE II
CORPORATE PURPOSES

The Corporation is organized for the single purpose as set forth on the attachment annexed hereto and made a part hereof.

ARTICLE III
AUTHORIZED STOCK

The aggregate number of shares of the Corporation shall be 200, with a par value of \$ -0-.

ARTICLE IV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation in the State of Florida shall be 2640 Golden Gate Parkway, Suite 305, Naples, Florida 34105. The name

of the initial registered agent of the Corporation at the registered office shall be Kathleen C. Passidomo.

ARTICLE V
BOARD OF DIRECTORS

The initial Board of Directors of the Corporation shall be comprised of one (1) person. The Directors shall be elected annually, in accordance with the By-laws. The number of Directors may be increased or decreased from time to time in accordance with the By-laws, but shall never be less than one (1). No Shareholder of the Corporation may serve as a Director. The name and address of the initial Director to hold office until the first annual meeting of the Board of Directors, and until his successor shall have been elected and qualify is as follows:

Daniel Massry
c/o Wharton Realty Group
8 Industrial Way East, 2nd Floor,
Eatontown, New Jersey 07724

See Addendum to this Article V annexed hereto and made a part hereof.

ARTICLE VI
INCORPORATOR

The name and address of the Incorporator of the Corporation is:
Kathleen C. Passidomo
2640 Golden Gate Parkway, Suite 305
Naples, Florida 34105

ARTICLE VII
COMMENCEMENT OF EXISTENCE

The Corporation shall be deemed to commence on the date of execution of Articles of Incorporation.

ARTICLE VIII
DURATION

The term of existence of the Corporation is perpetual.

IN WITNESS WHEREOF, the undersigned, as Incorporator, has executed the foregoing Articles of Incorporation this 29 day of November, 2004.

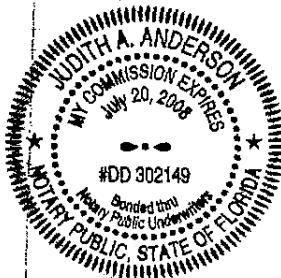

Kathleen C. Passidomo
Incorporator

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29th day of November, 2004, by Kathleen C. Passidomo who is personally known to me or who has produced November as identification and who did/did not take an oath.


Notary Public

Judith A. Anderson
Notary Public



**ACCEPTANCE OF REGISTERED AGENT
FOR
DAN PRADO MANAGEMENT CORP.**

I, Kathleen C. Passidomo, having signed the within as registered agent of Dan Prado Management Corp., (the "Corporation") at the registered address of 2640 Golden Gate Parkway, Suite 305, Naples, Florida 34105, do hereby agree as registered agent to accept service of process, to keep an office of the Corporation open during the prescribed hours, and to post my name, and that any officer of the Corporation authorized to accept service of process at the above Florida designated address, in some conspicuous place in the office of the Corporation as required by law.



Kathleen C. Passidomo
Registered Agent

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**ATTACHMENT TO THE
ARTICLES OF INCORPORATION
OF
DAN PRADO MANAGEMENT CORP.**

1. **ADDENDUM TO ARTICLE II - PURPOSE OF CORPORATION:**

Notwithstanding any other provision of these Articles of Incorporation, any other organizational documents or any provisions of law that empowers Dan Prado Management Corp. (the "Corporation"), the following provisions of this Article shall be operative and controlling so long as the loan (the "Loan") by U.S. Bank National Association, a Trustee for J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgaged Pass-Through Certificate Series 2003-LN1 or its successors and/or assigns (collectively, the "Lender") to Prado Acquisition LLC, a Delaware limited liability company (the "Company") is outstanding:

The sole purpose for which the Corporation is organized is to acquire, manage, own, and act as the Managing Member of Prado Manager, LLC, a Florida limited liability company (the "GP"), which is the Managing Member of the Company, the sole purpose of the Company being to acquire, own, hold, maintain and operate the retail shopping center commonly known as Prado Shopping Center, Bonita Springs, Lee County, Florida (the "Property"), together with such other activities as may be necessary or advisable in connection with such limited purpose. The Corporation shall not engage in any business, and it shall have no purpose, unrelated to the foregoing purpose and shall not acquire any real property or own assets other than those in furtherance of the limited purposes of the Corporation.

The Corporation shall have no authority to perform any act in violation of any (a) applicable laws or regulations or (b) any agreement between the Company and the Lender or the Corporation and the Lender.

The Corporation shall not:

(a) engage in any business or activity other than in connection with acting as the Managing Member of GP, and activities incidental thereto;

(b) acquire or own any material assets other than in connection with acting as the Managing Member of GP, and (ii) such incidental personal property as may be necessary for the Corporation to act as the Managing Member of GP;

(c) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its

assets or change its legal structure, without in each case Lender's consent, which consent shall not be unreasonably withheld or delayed;

(d) fail to 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, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of this Articles of Incorporation, as the case may be, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of Corporation to perform its obligations hereunder, under the Note or under the Documents evidencing and securing the Loan (the "Loan Documents");

(e) own any subsidiary or make any investment in, any person or entity without the consent of Lender, which consent shall not be unreasonably withheld or delayed;

(f) commingle its assets with the assets of any of its shareholders, members, affiliates, principals or of any other person or entity;

(g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt and any guaranties entered into pursuant to the Loan Documents, except with respect to trade payables in the ordinary course of its business of owning an interest in the GP and operating the Property, provided that such debt is paid within sixty (60) days of when incurred;

(h) become insolvent and fail to pay its debts and liabilities from its assets as the same shall become due (other than due to a lack of distributions received by the Corporation in connection with a loss of rental income from the Property resulting in a loss of distribution from the GP);

(i) fail to maintain its records, books of account and bank accounts separate and apart from those of the principals and affiliates of Corporation, and any other person or entity;

(j) enter into any contract or agreement with any principal or affiliate of Corporation, 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 any shareholder, member, principal or affiliate of Corporation;

(k) seek the dissolution or winding up in whole, or in part, of Corporation;

(l) 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 member, principal or affiliate of Corporation, or any shareholder, member, principal or affiliate thereof or any other person;

(m) hold itself out to be responsible for the debts of another person;

(n) make any loans or advances to any third party, including any shareholder, member, principal or affiliate of Corporation, or any member, principal or affiliate thereof;

(o) fail to file its own tax returns;

(p) agree to, enter into or consummate any transaction which would render Corporation unable to furnish evidence that (i) Corporation is not an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or other retirement arrangement, which is subject to Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, or a "governmental plan" within the meaning of Section 3(32) of ERISA; (ii) Corporation is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans; and (iii) one or more of the following circumstances is true: (A) equity interests in Corporation are publicly offered securities, within the meaning of 29 C.F.R. Section 2510.3-101(b)(2); (B) less than 25% of each outstanding class of equity interests in Corporation are held by "benefit plan investors" within the meaning of 29 C.F.R. Section 2510.0-101(f)(2); or (C) Corporation qualifies as an "operating company" or a "real estate operating company" within the meaning of 29 C.F.R. Section 2510.3-101(c) or (e) or an investment company registered under The Investment Company Act of 1940.

(q) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to 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 Corporation is responsible for the debts of any third party (including any shareholder, member, principal or affiliate of Corporation, or any member, principal or affiliate thereof);

(r) fail to maintain adequate capital (other than from a lack of distributions received by the Corporation in connection with a loss of rental income from the Property resulting in a loss of distribution from the GP) for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; or

(s) file or consent to the filing of any petition, either voluntary or involuntary (except if caused by Lender), to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

2. ADDENDUM TO ARTICLE V: DIRECTORS

At all times there shall be, and Corporation shall cause there to be, at least one duly appointed member of the board of directors (an "Independent Director") reasonably satisfactory to Lender whom is not 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 a director of the Corporation, either (i) a shareholder (or other equity owner) of, or an officer, director, partner, manager, member, employee, attorney or counsel of, the Company, the GP or Corporation or any of their respective shareholders, partners, members, subsidiaries or affiliates; (ii) a customer or creditor of, or supplier to, the Company or any of its respective shareholders, partners, members, subsidiaries or affiliates who derives any of its purchases or revenue from its activities with the Company, the GP or the Corporation or any affiliate of any of them; (iii) a person who controls or is under common control with any such shareholder, officer, director, partner, manager, member, employee, supplier, creditor or customer; or (iv) a member of the immediate family of any such shareholder, officer, director, partner, manager, member, employee, supplier, creditor or customer.

The board of directors of the Corporation shall not take any action which, under the terms of any certificate of incorporation, by-laws or any voting trust agreement with respect to any common stock, requires an unanimous vote of the board of directors of the Corporation unless at the time of such action there shall be at least one member of the board of directors who is an Independent Director. The Corporation will not, without the unanimous written consent of its board of directors including the Independent Director, on behalf of itself, the GP or the Company, (i) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable Creditors Rights Laws (as hereinafter defined); (ii) seek or consent to the appointment of a receiver, liquidator or any similar official; (iii) take any action that might cause such entity to become insolvent; or (iv) make an assignment for the benefit of creditors. "Creditors Rights Law" shall mean any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to debts or debtors.