

**State of Indiana
Office of the Secretary of State**

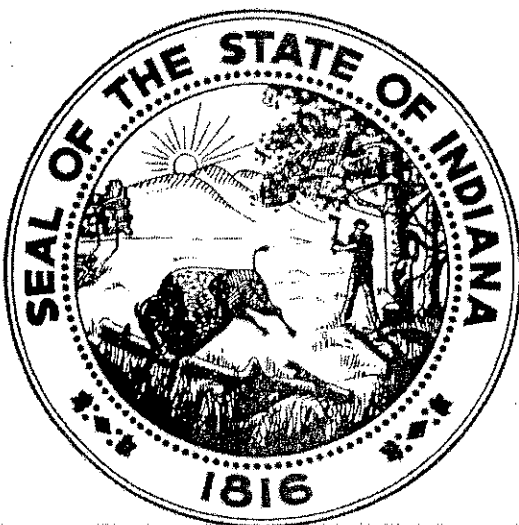
CERTIFICATE OF INCORPORATION

of

HUGUENARD INDUSTRIAL PARK ASSOCIATION, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, June 22, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 22, 2004.

A handwritten signature in black ink, reading "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

HUGUENARD INDUSTRIAL PARK ASSOCIATION, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation"), pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, (hereinafter referred to as the "Act"), execute the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is Huguenard Industrial Park Association, Inc.

ARTICLE II

Adoption

These Articles of Incorporation creating Huguenard Industrial Park Association, Inc. and the Code of By-Laws corresponding thereto, are adopted in accordance with the Act.

ARTICLE III

Purposes

The purposes of the Corporation shall be to:

(a) Provide for and promote the health, safety and welfare of the Owners of all Lots in Huguenard Industrial Park, a subdivision in Allen County, Indiana, and in accordance with the Covenants, Conditions and Restrictions for Huguenard Industrial Park (hereinafter "Declaration") recorded by R & L Properties, L.L.P. (hereinafter "Declarant") provide for: (1) the improvement and maintenance of the Common Areas and the facilities thereon, (2) the care, preservation, supervision, improvement, maintenance and operation of the Storm Water Drainage System, including the storm water detention basin or basins together with their outlet and water level control structures, (3) the aesthetic maintenance of the common areas, (4) such other community purposes as the Association may properly determine, and (5) the performance of such other functions as may be designated to it by the Declarant;

(b) Exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth in these Articles, corresponding By-Laws and the Declaration as amended from time to time;

(c) Establish, levy, collect and enforce payment of any charges, dues, assessments or membership fees made against Members or others pursuant to the terms of these Articles, the By-Laws and the Declaration; to pay all expenses in connection with such collection and all office and other expenses incident to the conduct of the business of the Corporation, including any license fees, taxes or other governmental charges levied or imposed against the property of the Corporation;

(d) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(e) Borrow money and pledge, mortgage or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;

(f) Merge and consolidate with other nonprofit corporations organized for the same purposes;

(g) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of Indiana by law may now or hereafter have or exercise.

ARTICLE IV

Type of Corporation

The Corporation is a mutual benefit corporation.

ARTICLE V

Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE VI

Registered Agent, Registered Office, and Principal Office

Section 6.01. Registered Agent. The name and address of the Corporation's Registered Agent and Registered Office for service of process is William F. Roebel, 3216 LaBalme Trail, Fort Wayne, Indiana 46804.

Section 6.02. Principal Office. The post office address of the Principal Office of the Corporation is 3216 LaBalme Trail, Fort Wayne, Indiana 46804.

ARTICLE VII

Membership

Section 7.01. Membership. Every Owner of a Lot in Huguenard Industrial Park shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 7.02. Voting Rights. The total number of votes for all members of the Association, Owners, shall be one hundred (100), and each Owner shall be entitled to cast a number of votes equal to the Owner's percentage of acreage that Owner's Land represents of the total acreage of Land within Huguenard Industrial Park, (i.e. If an Owner's Land represents 10% of the total Land within the Huguenard Industrial park, then said Owner shall be entitled to 10 votes).

Section 7.03. Quorum. At any meeting of the Members, representation in person or by proxy of thirty-five percent (35%) of the votes available shall constitute a quorum.

Section 7.04. Rights, Preferences, and Limitations. All of the Members of the Association shall have the same rights, privileges, duties, liabilities, limitations and restrictions. All Members shall abide by the Articles of Incorporation, the Code of By-Laws, the Declaration, and the rules and regulations adopted by the Board of Directors.

ARTICLE VIII

Directors

Section 8.01. Number of Directors. The Initial Board of Directors shall be composed of three (3) members. The number of Directors of the Corporation other than the Initial Board shall be fixed by the Code of By-Laws of the Corporation, but in no event shall the Code of By-Laws fix the number of Directors at less than three (3) nor more than nine (9).

Section 8.02. Names and Post Office Addresses of the Directors. The names and post office addresses of the Initial Board of Directors are:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
William F. Roebel	3216 LaBalme Trail	Fort Wayne	Indiana	46804
Gregory Roebel	14327 Stonebriar Cove	Fort Wayne	Indiana	46814
Jason Roebel	7511 Tattersholl Circle	Fort Wayne	Indiana	46804

ARTICLE IX

Incorporator

The name and post office address of the incorporator of the Corporation is as follows:

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
William F. Roebel	3216 LaBalme Trail	Fort Wayne	Indiana	46804

ARTICLE X

Statement of Property and Estimate of the Value Thereof

At the time of the incorporation, the Corporation has no property.

ARTICLE XI

Provisions for the Regulation and Conduct of the Affairs of the Corporation

Section 11.01. Liability of Members. Neither the individual Members of the Corporation nor their individual property shall be subject to any liability for any debts of the Corporation.

Section 11.02. Code of By-Laws. The power to make, alter, amend or repeal the Code of By-Laws and the rules and regulations for the conduct of the affairs of the Corporation, shall be vested in the Board of Directors of the Corporation; provided, however, that no acts of the Board of Directors shall be inconsistent with or contradictory to these Articles of Incorporation, the Declaration or any provision of law.

Section 11.03. Dissolution and Mergers. The Corporation may be dissolved or merged only with the written consent of not less than fifty-one percent (51%) of the votes the Members.

Section 11.04. Amendment of Articles of Incorporation. Amendment to the Articles of Incorporation shall require the consent of at least fifty-one percent (51%) of the entire membership.

Section 11.05. No Private Benefit. No money or property received or held by the Corporation shall ever inure, directly or indirectly, to the private benefit of any Member, Director, or Officer of the Corporation or any other person whomsoever except for reasonable compensation for services actually rendered to the Corporation.

Section 11.06. Distribution of Earnings and Assets. On dissolution of this Corporation,

any assets remaining after payment of its debts and obligations shall be transferred or distributed to the agency or corporation who shall take over the functions of the Corporation or shall be used to improve or add to the Common Properties owned by the Corporation prior to such dissolution. No assets of the Corporation shall be distributed upon dissolution or otherwise to any incorporator, member, donor, officer or employee.

Section 11.07. Indemnification of Directors and Officers.

(a) The Corporation shall indemnify every director made a party to a proceeding because such individual is or was a director, as a matter of right, against all liability incurred by such individual in connection with the proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Section that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph (c) of this Section. The Corporation shall pay for or reimburse the reasonable expenses incurred by a director in connection with any such proceeding in advance of final disposition thereof if: (i) the individual furnishes the Corporation a written affirmation of the individual's good faith belief that he or she has met the standard of conduct for indemnification described in paragraph (c) of this Section, (ii) the individual furnishes the Corporation a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Section. The undertaking described in paragraph (a)(ii) above must be an unlimited general obligation of the individual but need not be secured and may be accepted without reference to financial ability to make repayment. The Corporation shall indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in paragraph (c) of this Section. Upon demand by a director for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the director is entitled thereto in accordance with this Section. The indemnification and advancement of expenses provided for under this Section shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Section.

(b) Every individual who is or was an officer of the Corporation shall be indemnified, and shall be entitled to an advancement of expenses, to the same extent as if such individual was a director. The Corporation shall have the power to indemnify any individual who is or was an employee or agent of the Corporation to the same extent as if such individual was a director or officer.

(c) Indemnification is permissible under this Section only if (i) the conduct of the individual seeking to be indemnified was in good faith, (ii) the individual reasonably believed (A) in the case of conduct in the individual's official capacity with the Corporation, that the individual's conduct was in the Corporation's best interests, and (B) in all other cases, that

the individual's conduct was at least not opposed to Corporation's best interests, and (iii) in the case of any criminal proceeding, the individual either (A) had reasonable cause to believe the individual's conduct was lawful, or (B) had no reasonable cause to believe the individual's conduct was unlawful. An individual's conduct with respect to an employee benefit plan for a purpose the individual reasonably believed to be in the best interests of the participants in and the beneficiaries of the plan is conduct that satisfies the requirements of this paragraph (c). The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of expenses is permissible shall be made by any one of the following procedures:

(i) By the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding;

(ii) If a quorum cannot be obtained under paragraph (d)(i) above, by a majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding;

(iii) By special legal counsel;

(A) Selected by the Board of Directors or its committee in the manner prescribed in paragraph (d)(i) or (d)(ii) above;

(B) If a quorum of the Board of Directors cannot be obtained under paragraph (d)(i) and a committee cannot be designated under paragraph (d)(ii), selected by majority vote of the full Board of Directors (in which selection directors who are parties who may participate); or

(iv) By the members by a majority vote of a quorum thereof excluding members who are at the time parties to the proceeding.

(e) A director of the Corporation who is a party to a proceeding may apply for indemnification from the Corporation to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

(i) In a proceeding in which the director is wholly successful, on the merits or otherwise, the director is entitled to indemnification under this Section, in which case the court shall order the Corporation to pay the director his or her reasonable expenses incurred to obtain such court ordered indemnification; or

(ii) The director is fairly and reasonable entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth in paragraph (c) of this Section.

(f) Nothing contained in this Section shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a director, officer, employee or agent of the Corporation or is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, association, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Section shall limit the ability of the Corporation to otherwise indemnify or advance expenses to any individual. It is the intent of this Section to provide indemnification to directors and officers to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Section. Indemnification shall be provided in accordance with this Section irrespective of the nature of the legal or equitable theory upon which a claim is made, including without limitation negligence, breach of duty, mismanagement, corporate waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law; provided that no individual shall be indemnified under this Section in respect of any proceeding wherein the individual shall have been adjudged to be liable to the Corporation for having gained any personal profit or advantage to which the individual is not legally entitled. In addition, there shall be no indemnification with respect to matters as to which indemnification would result in inurement of the net earnings of the Corporation "to the benefit of any private shareholder or individual" within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or similar provision of any subsequent federal tax law.

(g) For purposes of this Section:

(i) The term "director" means an individual who is or was a director of the Corporation or an individual who is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not, including without limitation any subsidiary corporation of the Corporation. An individual is considered to be serving an employee benefit plan at the Corporation's request if the individual's duties to the Corporation also impose duties on, or otherwise involve services by, the individual to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(ii) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone

charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Section, applicable law or otherwise.

(iii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(iv) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(v) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(h) The Corporation may purchase and maintain insurance for its benefit, the benefit of any individual who is entitled to indemnification under this Section, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such individual's service with the Corporation, whether or not the Corporation would have the power to indemnify such individual against such liability.

Section 11.08. Reliance by Directors on Books of Account, Etc. Each Director of the Corporation shall be fully protected in relying in good faith upon (a) the books of account of the Corporation, or (b) statements prepared by any of its officers and employees as to the value and amount of the assets, liabilities and receipts of the Corporation, or any of such items, or (c) statements or advice made by or prepared by any officer or employee of the Corporation or any accountant, attorney, other person or firm, employed by the Corporation to render advice or service.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and to all persons to whom it may concern that a membership list of the above-named Corporation for which a Certificate of Incorporation is hereby applied for, has heretofore been opened in accordance with the law and that at least one (1) person has signed such membership list.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute these Articles of Incorporation and certify to the truth of the facts herein stated, this 14th day of June, 2004.



William F. Roebel, Incorporator

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

I, the undersigned, a Notary Public duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certify that William F. Roebel, being the Incorporator referred to in Article IX of the foregoing Articles of Incorporation, personally appeared before me, acknowledged the execution thereof, and swore to the truth of the facts therein stated.

Witness my hand and Notarial Seal this 16th day of June, 2004.

My Commission Expires:

10.27.07

Catherine S. Nagel
Notary Public
Printed Catherine S. Nagel
County of Residence: Allen

This instrument prepared by Charles D. Bash, Suite 590, Lincoln Tower, 116 E. Berry Street, Fort Wayne, Indiana 46802.