



JAN - 8 2005

EXP

FILE NO L-1173461-8

ARTICLES OF ORGANIZATION
OF

Vanowen Q.P., L.L.C.

The undersigned hereby forms a limited liability company under the Arizona Limited Liability Company Act, A.R.S. §29-601 *et seq.*, and adopt as Articles of Organization of such company the following:

1. NAME: The name of this company is Vanowen Q.P., L.L.C.

2. PURPOSE: The business and purpose of this company shall consist solely of the acquisition, ownership, operation and maintenance of the real estate project known as Villa Pacifica, located in Pima County, Arizona (the "Property") and activities incidental thereto.

3. POWERS AND DUTIES: Notwithstanding any other provisions of these Articles and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of all members, the Company shall have no authority on behalf of the Company to:

(i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;

(ii) seek the dissolution or winding up, in whole or in part, of the Company;

(iii) 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;

(iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action; or

(v) amend, modify or alter Articles 2, 3, 4, 5, 6, 7 or 8 of these Articles.

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Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Company shall have no authority to take any action in items (i) through (iii) and (v) without the written consent of the holder of the Security Instrument.

4. **TITLE TO COMPANY PROPERTY:** All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in the Company shall be personal property for all purposes.

5. **SEPARATENESS/OPERATIONS MATTERS:** The Company has not and shall not:

(a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;

(b) 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 the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of these Articles of Organization, or the Company's Operating Agreement;

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;

(d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Company permitted by the Security Instrument and properly accounted for;

(e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Company, the affiliates of a partner or member of the Company and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Company;

(g) enter into any contract or agreement with any partner, member, principal or affiliate of the Company or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, 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 partner, member, principal or affiliate of the Company, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

(h) fail to correct any known misunderstandings regarding the separate identity of the Company;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Company (except for a Guarantor or Indemnitor (as defined in the Security Instrument));

(j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Company, or any partner, member, principal or affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationary, invoices and checks;

(l) 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 the Company is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Company or any partner, member, principal or affiliate thereof);

(m) fail to allocate fairly and reasonably among the Company and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(o) fail 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;

(p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Company, (ii) any affiliate of a partner, principal, member or affiliate of the Company, or (iii) any other person or entity or allow any person or entity to identify the Company as a department or division of that person or entity; or

conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Company or the creditors of any other person or entity.

6. EFFECT OF DEATH, BANKRUPTCY OR INCOMPETENCY OF MEMBER: The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been

subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

7. **SUBORDINATION OF INDEMNIFICATION PROVISIONS:** Notwithstanding any provision hereof to the contrary, any indemnification claim against the Company arising under these Articles, the Operating Agreement, if any, or the laws of the state of organization of the Company shall be fully subordinate to any obligations of the Company arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Company to the extent of, and shall be paid by the Company in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

8. **SINGLE MEMBER PROVISIONS:**

8.1 **Special Member.** Upon the occurrence of any event that causes the Member to cease to be a member of the Company (other than (i) upon an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to the terms of this Agreement, or (ii) the resignation of the Member and the admission of an additional member of the Company pursuant to the terms of this Agreement), whose address is 15456 Ventura Blvd., Suite 302, Sherman Oaks, California 91403, shall, without any action of any person and simultaneously with the Member ceasing to be a member of the Company, automatically be admitted to the Company as a Special Member and shall continue the Company without dissolution. No Special Member may resign from the Company or transfer its rights as Special Member unless a successor Special Member has been admitted to the Company as Special Member by executing a counterpart to this Agreement; provided, however, the Special Member shall automatically cease to be a member of the Company upon the admission to the Company of a substitute Member. The Special Member shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of Company assets. A Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. Except as required by any mandatory provision of the limited liability company act or similar statute in the state where this Company is formed, each Special Member, in its capacity as Special Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, including, without limitation, the merger, consolidation or conversion of the Company. In order to implement the admission to the Company of each Special Member shall execute a counterpart to this Agreement. Prior to being admitted to the Company as Special Member, the Special Member shall not be a member of the Company. The Special Member shall be Tobi Inlender.

8.2 **Non-Dissolution.** Notwithstanding any other provision of this Agreement, the bankruptcy of the Member or a Special Member shall not cause the Member or Special Member, respectively, to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution. Notwithstanding any other provision of this Agreement, each of the Member and the Special Member waives any right it might have to agree in writing to dissolve the Company upon the bankruptcy of the Member or a Special Member, or the occurrence of an event that causes the Member or a Special Member to cease to be a member of the Company.

9. BUSINESS ADDRESS AND STATUTORY AGENT: The known place of business and the name and business address of the agent for service of process are:

Known Place of Business: 4650 East 29th Street
Tucson, Arizona 85711

Statutory Agent: David A. McEvoy
4560 East Camp Lowell Drive
Tucson, Arizona 85712

10. NUMBER OF MEMBERS: There is one member at the time the company is formed.

11. MANAGEMENT AND IDENTITY OF MEMBER: Management of the limited liability company is reserved to the member, whose name and address are:

Vanowen Q.P., L.L.C., a California limited liability company
15456 Ventura Blvd., Suite 302
Sherman Oaks, California 91403

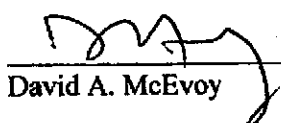
Submitted by:


Nachum Inlender

Agreed to by Special Member:


Tobi Inlender

The undersigned, designated herein as statutory agent, hereby consents to act as such until removal or resignation in accordance with the Arizona Revised Statutes.


David A. McEvoy

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HELP LLC 65 E. Pennington Street Tucson, Arizona 85701 (602) 623-8436		Date: January 6, 2005
Law Firm: McEvoy, Daniels & Darcy, P.C. Attorney: David A. McEvoy, Esq. Atty File #: Vanowen QP Plaintiff: Defendant:	Secretary: Ramona E. Cato Phone #: 326-0133 County: Case #:	
COURT <input type="checkbox"/> Superior <input type="checkbox"/> U. S. District <input type="checkbox"/> Probate <input type="checkbox"/> Bankruptcy <input type="checkbox"/> Justice <input type="checkbox"/> Industrial Commission <input type="checkbox"/> City <input type="checkbox"/> Court of Appeals <input type="checkbox"/> Recorder <input checked="" type="checkbox"/> XXXCorporation Commission <input type="checkbox"/> Other	SPECIAL INSTRUCTIONS Please deliver the attached Articles of Organization to the Corporation Commission Attached: Client Check # 18937 - \$85.00 <div style="text-align: center;"><p>RUN 00 JAN 06 2005 HELP</p><p>RECEIVED JAN 6 2005 ARIZONA CORP COMMISSION CORPORATIONS DIVISION</p></div>	
DOCUMENTS <input type="checkbox"/> S & C <input type="checkbox"/> Notice of Hearing <input type="checkbox"/> Subpoena(s) <input type="checkbox"/> OSC/TRO <input type="checkbox"/> Dissolution <input type="checkbox"/> Default <input type="checkbox"/> Answer <input type="checkbox"/> Judgment <input type="checkbox"/> Writ of <input type="checkbox"/> Stip & Order for <input type="checkbox"/> Other		
FILING INSTRUCTIONS <input type="checkbox"/> File <input checked="" type="checkbox"/> Return Conformed Copies <input type="checkbox"/> Issue & Serve <input type="checkbox"/> Record <input type="checkbox"/> Issue & Return <input type="checkbox"/> Signature Needed		
SERVICE INSTRUCTIONS Serve: Home Address: Business Address:	DELIVERY <input type="checkbox"/> Unconformed Conformed Deliver to: Address: Hand delivery rec'd by Date/Time:	

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McEVOY, DANIELS & DARCY, P.C.
LAWYERS

Earl F. "Sam" Daniels, III
Sally M. Darcy
David A. McEvoy

1-6-05

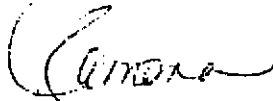
David A. McEvoy
520-326-0385
DAMcEvoy@AOL.COM

Arizona Corporation Commission
Tucson, Arizona

Ladies:

Once accepted by your department, please return the attached via EZ Messenger Services.

Very truly yours,



Ramona E. Cato, Secretary to
David A. McEvoy

/rec

Vanowen Q.P., L.L.C.