

MAY-04-2004

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FROM: ADORNO & YOSS, P.A.

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Florida Department of State
Division of Corporations
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MJM

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Phone : (954)763-1200
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FLORIDA LIMITED PARTNERSHIP
RM PINES CITY CENTER PLAZA, LTD

Certificate of Status	0
Certified Copy	1
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**CERTIFICATE OF LIMITED PARTNERSHIP
OF
RM PINES CITY CENTER PLAZA, LTD.
A FLORIDA LIMITED PARTNERSHIP**

The undersigned general partner, desiring to form a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Act, hereby states:

1. The name of the limited partnership is RM PINES CITY CENTER PLAZA, LTD. (the "Partnership").
2. The business address of the limited partnership is 3325 South University Drive, Suite 210, Davie, FL 33328.
3. The name of the Registered Agent for Service of Process on the limited partnership is Barry Ross.
4. The Florida street address for the Registered Agent is 3325 South University Drive, Suite 210, Davie, FL 33328.
5. **ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT:**

Having been named as statutory registered agent for RM PINES CITY CENTER PLAZA, LTD., a Florida limited partnership, I hereby agree to act in that capacity, and on behalf of the limited partnership, to accept service of process for the limited partnership and to comply with any and all statutes relative to the complete and proper performance of the duties of registered agent.


BARRY ROSS

6. The mailing address of the limited partnership is 3325 South University Drive, Suite 210, Davie, FL 33328.
7. The latest date upon which the limited partnership is to be dissolved is December 31, 2054.
8. The name of the general partner: _____ Street Address: _____

RM PINES CITY CENTER PLAZA GP, LLC
a Delaware limited liability company

3325 South University Drive
Suite 210
Davie, FL 33328

604-13544

9. **Purpose.** The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project known as Pines City Center, located in Pembroke Pines, Broward County, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

10. Powers and Duties. Notwithstanding any other provision of this Certificate and so long as any obligation secured by the Mortgage (as defined below) remains outstanding and not discharged in full, without the consent of all partners, the General Partner shall have no authority to:

- (i) borrow money or incur indebtedness on behalf of the Partnership other than normal trade accounts payable and lease obligations in the normal course of business, or grant consensual liens on the Partnership's property; except, however, that the General Partner is hereby authorized to secure financing for the Partnership pursuant to the terms of the Loan Agreement/Mortgage, with General Electric Capital Corporation (the "Mortgage") and other indebtedness expressly permitted therein or in the documents related to the Mortgage, and to grant a mortgage, lien or liens on the Partnership's Property to secure such Mortgage;
- (ii) dissolve or liquidate the Partnership;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Partnership;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any action;
- (v) amend, modify or alter Paragraphs 9, 10, 11, 12 or 13 of this Certificate; or
- (vi) merge or consolidate with any other entity.

So long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the General Partner shall have no authority (1) to take any action in items (i) through (vi) above unless such action has been approved by the unanimous vote of the General Partner's Members, or (2) to take any action in items (i) through (iii) and (v) and (vi) without the written consent of the holder of the Mortgage.

So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Partnership shall have a general partner having Certificate of Formation containing the restrictions and terms set forth in Articles 9, 10 and 11 of the General Partner's Certificate of Formation as of the date hereof, and the Partnership shall have no other general partners.

11. Title to Partnership Property. All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no Partner shall have any ownership interest in any Partnership property in its individual name or right, and each Partner's Partnership Interest shall be personal property for all purposes.

12. Separateness/Operations Matters. The Partnership shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold regular Partnership meetings, as appropriate, to conduct the business of the Partnership, and observe all other Partnership formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person; and
- (j) not assume, guarantee or pay the debts or obligations of any other person.

13. Effect of Bankruptcy, Death or Incompetency of a Limited Partner. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Limited Partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Limited Partner shall have all the rights of such Limited Partner 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 Limited Partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership 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 Limited Partner.

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Under penalties of perjury, I declare that I have read the foregoing and know the contents thereof and that the facts stated therein are true and correct.

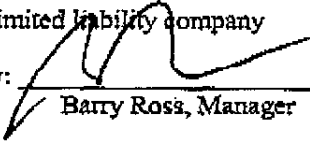
Signed this 29th day of April, 2004.

By Its General Partner
RM PINES CITY CENTER PLAZA GP, LLC
a Delaware limited liability company

By Its Managing Member:
RM PINES CITY CENTER PLAZA PARTNERSHIP, LLLP
a Florida limited liability limited partnership

By Its General Partner:
RM PINES CITY CENTER PLAZA PARTNERSHIP GP, LLC
a Florida limited liability company

By:


Barry Ross, Manager

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**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR
RM PINES CITY CENTER PLAZA, LTD.
A FLORIDA LIMITED PARTNERSHIP**

The undersigned, constituting the sole general partner of RM PINES CITY CENTER PLAZA, LTD., a Florida limited partnership, certifies that:

1. The amount of capital contributions to date of the limited partners is \$0.
2. The total amount anticipated to be contributed by the limited partners at this time is \$4,739,000.

Signed this 29th day of April 2004.

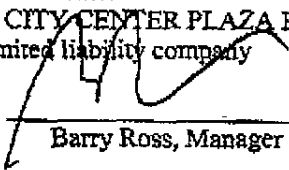
FURTHER AFFIANT SAYETH NOT.

Under penalties of perjury, I declare that I have read the foregoing and know the contents thereof and that the facts stated therein are true and correct.

By Its General Partner
RM PINES CITY CENTER PLAZA GP, LLC
a Delaware limited liability company

By Its Managing Member:
RM PINES CITY CENTER PLAZA PARTNERSHIP, LLLP
a Florida limited liability limited partnership

By Its General Partner:
RM PINES CITY CENTER PLAZA PARTNERSHIP GP, LLC
a Florida limited liability company

By: 
Barry Ross, Manager

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