

Division AUG. 21. 2007 a

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Division of Corporations
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RESUBMIT

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To:

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From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850)521-1000
Fax Number : (850)558-1575

File 2nd -
(File H07000207173)

FLORIDA/FOREIGN LP/LLP

MATTHEWS CENTER LTD.

Certificate of Status	1
Certified Copy	1
Page Count	067
Estimated Charge	\$1,061.25

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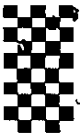
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Florida NO. 175 Sept P. 2 State



RESUBMIT

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August 21, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CORPORATION SERVICE COMPANY

SUBJECT: MATTHEWS CENTER LTD
REF: W07000040908

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TALLAHASSEE
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We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The name of your limited liability limited partnership must contain an acceptable suffix. Acceptable limited liability limited partnership suffixes include: Limited Liability Limited Partnership, L.L.L.P., or LLP.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt
Document Specialist

FAX Aud. #: H07000207173
Letter Number: 107A00050570

*Sorry this a regular LP. removed
the check on item 7.*

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**CERTIFICATE OF LIMITED PARTNERSHIP
FOR
FLORIDA LIMITED PARTNERSHIP**

1. Mathews Center Ltd.
(Name of Limited Partnership or Limited Liability Limited Partnership, which must include suffix)
2. 18205 Biscayne Boulevard, #2202, Aventura, Florida 33160
(Street address of initial designated office)
3. Daniel Halberstein
(Name of Registered Agent for Service of Process)
4. 18205 Biscayne Boulevard, #2202, Aventura, Florida 33160
(Florida street address for Registered Agent)

5. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


Signature of Registered Agent

6. 18205 Biscayne Boulevard, #2202, Aventura, Florida 33160
(Mailing address of initial designated office)
7. If limited partnership elects to be a limited liability limited partnership, check here ☐
8. Name and business address of each general partner:

<u>Name</u>	<u>Business Address</u>
Mathews Center, Inc.	18205 Biscayne Blvd., #2202 Aventura, FL 33160
9. Effective date, if other than the date of filing: _____

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TALLAHASSEE, FLORIDA

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10. The special purpose entity provisions on Exhibit "A" are attached hereto and incorporated herein by reference. The terms and provisions of Exhibit "A" shall control notwithstanding anything contained herein to the contrary.

(Effective date cannot be prior to nor more than 90 days after the date the document is filed by the Florida Department of State.)

Signed this 10 day of August, 2007.

Signature of general partner:

MATTHEWS CENTER, INC.
a Florida corporation

By

Daniel Halberstein President

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ALLAHASSEE, FLORIDA

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EXHIBIT "A"

PURPOSE; SPECIAL PURPOSE ENTITY PROVISIONS

1. **Purpose.** The purpose for which this Partnership is organized is limited solely to (A) owning, holding, selling, leasing, transferring, exchanging, operating and managing the premises located at Matthews Festival Shopping Center in Mecklenburg County, North Carolina (the "Project"), (B) entering into a Note and Deed of Trust Assumption Agreement with Wells Fargo Bank, N.A., as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates, Series 2006-LDP7 (the "Trust," together with its successors and/or assigns, "Lender"), (C) refinancing the Project in connection with a permitted repayment of that certain loan in the original principal sum of \$11,440,000.00 (the "Loan") currently held by the Trust, and (D) transacting any and all lawful business (for which a limited partnership may be organized under Florida state law) that is incident, necessary and appropriate to accomplish the foregoing.

2. **Special Purpose Entity Provisions.**

- a. The Partnership's ability to incur indebtedness other than the Loan is limited to incurring liabilities in the ordinary course of its business that are related to the ownership and operation of the Project.
- b. The Partnership is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets for so long as the Loan is outstanding.
- c. To the extent set forth in the documents evidencing and/or securing the Loan ("Loan Documents"), no transfer of any direct or indirect ownership interest in the Partnership may be made unless such transfer is consented to by Lender. Lender may condition its consent upon satisfaction of any requirements in the Loan Documents and/or Lender's then current servicing standards.
- d. For so long as the Loan remains outstanding, the Partnership shall:
 - i. Maintain books and records separate from any other person or entity;
 - ii. Maintain its bank accounts separate from any other person or entity;
 - iii. Not commingle its assets with those of any other person or entity and hold all of its assets in its own name;
 - iv. Conduct its own business in its own name;
 - v. Maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
 - vi. Pay its own liabilities and expenses only out of its own funds;
 - vii. Observe all partnership and other organizational formalities;
 - viii. Maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
 - ix. Pay the salaries of its own employees from its own funds;
 - x. Maintain a sufficient number of employees in light of its contemplated business operations;

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- xi. Not guarantee, become obligated for or pledge its assets for the debts or benefits of any other person or entity;
- xii. Not hold its credit out as being available to satisfy the obligations of any other person or entity;
- xiii. Not acquire the obligations or securities of its affiliates or owners, including partners;
- xiv. Not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);
- xv. Allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- xvi. Use separate stationery, invoices, and checks bearing its own name;
- xvii. Hold itself out as a separate identity;
- xviii. Correct any known misunderstanding regarding its separate identity;
- xix. Not identify itself as a division of any other person or entity;
- xx. Maintain adequate capital in light of its contemplated business operations; and
- xxi. Comply with each of the SPE/separateness covenants provisions set forth in the Loan Documents.

- c. Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which the Partnership may owe to any of its partners or affiliates (collectively, "Interested Parties"), whether characterized as a salary, fee or indemnification, shall not constitute a claim against the Partnership until, and shall be subject to and fully subordinate to, the prior payment in full of the Loan, provided however, so long as no Default or Event of Default exists under the Loan Documents to the extent the Partnership has cash flow or other available liquid assets (exclusive of any of reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents, the Partnership may pay when due (without any acceleration caused by the Limited Partnership) the scheduled obligations due to the Interested Parties of the Partnership.
- f. At least one general partner shall be a special purpose entity ("Special Purpose General Partner"), owning at least a 1% equity interest in the Partnership.
- g. Upon the disassociation or withdrawal of the Special Purpose General Partner from the Partnership or the bankruptcy, insolvency or liquidation of the Special Purpose General Partner, the Partnership shall appoint a new Special Purpose General Partner and, if required by the Loan Documents and/or Lender's then current servicing standard, deliver an acceptable non-consolidation opinion.
- h. The Partnership shall continue (and not dissolve) for so long as a solvent general partner exists.
- i. The unanimous consent of all partners (including the Special Purpose General Partner) shall be required for the Partnership to:
- i. File or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; institute any proceedings under any applicable insolvency law or otherwise

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seek any relief under any laws relating to the relief from debts or the protection of debtors generally;

- ii. Seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Partnership or a substantial portion of its properties;
- iii. Make any assignments for the benefit of the Partnership's creditors; or
- iv. Take any action in furtherance of any of i, ii or iii above.

The Partnership is prohibited from amending the provisions specified in paragraphs 1 and 2(a) through (i) and this paragraph j without approval of such amendment by Lender. Lender may condition its approval upon satisfaction of any requirements set forth in the Loan Documents and/or Lender's then current servicing standards.

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