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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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(Business Entity Name)

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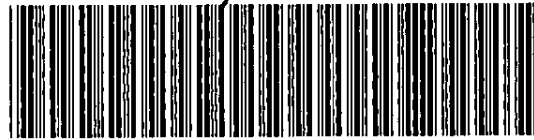
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B. KOHR  
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EXAMINER



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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 FEB 28 PM 4:54

LAW OFFICES  
**SCOTT M. GRANT, P.A.**  
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SCOTT M. GRANT\*  
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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
12 FEB 28 2012

February 27, 2012

Via FedEx

Division of Corporations  
Attn.: Buck Kohr, Registration Section  
2661 Executive Center Circle  
Clifton Building  
Tallahassee, FL 32301

Re: Hometown Canada, LLLP

Dear Mr. Kohr:

Pursuant to our telephone conversation today, enclosed is Certificate of Limited Partnership of Hometown Canada, LLLP for filing, together with our trust account check in the amount of \$1,061.25 representing \$965 filing fee, \$35 registered agent designation fee, \$8.75 certificate of status fee, and \$52.50 for certified copy.

Enclosed is our return FedEx envelope for your convenience. If there are any questions or problems, please contact me on my direct line at (239) 280-5203.

Thank you for your assistance with this matter.

Very truly yours,



Nancy Swart  
Florida Registered Paralegal

/ncs  
Enclosures

**CERTIFICATE OF LIMITED PARTNERSHIP OF  
HOMETOWN CANADA, LLLP,  
a Florida Limited Liability Limited Partnership**

FILED STATE  
DIVISION OF CORPORATIONS  
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1. The name of the Limited Liability Limited Partnership is HOMETOWN CANADA, LLLP.
2. The address of the office of the Limited Liability Limited Partnership is 33782 Marshall Road, Abbotsford, BC V2S 1L1, Canada.
3. The name and address of the agent for service of process on the Limited Liability Limited Partnership are Capitol Corporate Services, Inc., 155 Office Plaza Drive, #A, Tallahassee, FL 32301.
4. Signature of Registered Agent: Debbie Case asst. Registered Agent.  
*Dec.*
5. The mailing address of the Limited Liability Limited Partnership is 33782 Marshall Road, Abbotsford, BC V2S 1L1, Canada.
6. The latest date on which the Limited Partnership shall dissolve is December 31, 2110.
7. The business of the Partnership shall be to carry on the business as described in (a) below:
  - (a) 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 Arbor Oaks Mobile Home Park, 36323 Arbor Oaks Drive, Zephyrhills, Pasco County, Florida 33541 (the "Project"), (B) entering into a Note and Assumption agreement (the "Assumption Agreement") with Wells Fargo Bank N.A., as Trustee for the registered holders of Merrill Lynch Mortgage Trust 2005-LC1, Commercial Mortgage Pass-Through Certificates, Series 2005-LC1 (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 \$3,400,000 (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.
  - (b) 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.
  - (c) The Partnership is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets for so long as the Loan is outstanding.
  - (d) 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.

- (e) 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;
  - 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.
- (f) 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.
- (g) 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.
- (h) 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 the Lender's then current servicing standard, deliver an acceptable non-consolidation opinion.
- (i) The Partnership shall continue (and not dissolve) for so long as a solvent general partner exists or December 31, 2110.
- (j) 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 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 assignment for the benefit of the Partnership's creditors; or

iv. Take any action in furtherance of any of i, ii or iii above.

(k) The Partnership is prohibited from amending the provisions specified in paragraphs a through j and this paragraph k 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.

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

Signed on 22<sup>nd</sup> Feb, 2012

General Partner:

Hometown Canada General Partner U.S.,  
Inc., a Delaware Corporation

By: \_\_\_\_\_

  
Gracie Tsang

As Its: President

partnership.

1. Name of partnership or limited liability limited partnership submitting this statement to register as a limited liability limited partnership: HOMETOWN CANADA, LLLP.
2. Address of chief executive office is 33782 Marshall Road, Abbotsford, BC V2S 1L1, Canada.
3. Address of principal office is 33782 Marshall Road, Abbotsford, BC V2S 1L1, Canada.
4. Registered agent for service of process: Capitol Corporate Services, Inc., 155 Office Plaza Drive, #A, Tallahassee, FL 32301.

Signature of Registered Agent: \_\_\_\_\_

5. The partnership elects to be a limited liability limited partnership.
6. Effective date of qualification of the Florida registered limited liability limited partnership:

☐ As of the date this registration is filed with the Secretary of State

or

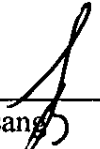
☐ A date later than the time of filing that shall not exceed 60 days from the date of filing: .....(effective date).

This statement of registration of Florida registered limited liability limited partnership is executed in compliance with F.S. 620.9001(3).

Signed on 22<sup>nd</sup> Feb., 2012.

General Partner:

Hometown Canada General Partner U.S.,  
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By:   
Gratio Tsang

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Signature of Registered Agent: Delanie Case, asst. sec.

5. The partnership elects to be a limited liability limited partnership.
6. Effective date of qualification of the Florida registered limited liability limited partnership:

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or

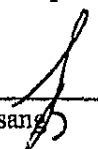
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Signed on 22nd Feb., 2012.

General Partner:

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