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FLORIDA DIVISION OF CORPORATIONS

PUBLIC ACCESS SYSTEM ELECTRONIC FILING COVER SHEET ((()(96000006886))) FROM: EDWARDS & ANGELL TO: DIVISION OF CORPORATIONS 250 ROYAL PALM WAY DEPARTMENT OF STATE PO BOX 3403 STATE OF FLORIDA 409 EAST GAINES STREET PAIM BEACH FL 33480-610 CONTACT: REBECCA F BLACK TALLAHASSEE, FL 32399 FAX: (904) 922-4000 PHONE: (407) 833-7700 FAX: (407) 655-8719 (((1196000006886))) FLORIDA LIMITED DOCUMENT TYPE: PARTNERSHIP NAME: OAKS MALL LIMITED CURRENT STATUS: REQUESTED FAX AUDIT NUMBER: H96000006886 TIME REQUESTED: 13:24:18 DATE REQUESTED: 05/15/1996 CERTIFICATE OF STATUS: 1 CERTIFIED COPIES: 1 NUMBER OF PAGES: 7 METHOD OF DELIVERY: FAX ESTIMATED CHARGE: \$148.75 ACCOUNT NUMBER: 075410001517 Note: Please print this page and use it as a cover sheet when submitting documents to the Division of Corporations. Your document cannot be processed without the information contained on this page. Remember to type the number on the top and bottom of all pages of the document. (((H96000006886))) ** ENTER 'M' FOR MENU. ** ENTER SELECTION AND <CR>:

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CERTIFICATE OF LIMITED PARTNERSHIP OF OAKS MALL LIMITED

The undersigned general partners of the Oaks Mall Limited, a Florida limited partnership (the "Partnership"), desiring to adopt this Certificate of Limited Partnership of the Partnership (the "Certificate"), pursuant to provisions of the Florida Revised Uniform Limited Partnership Act, hereby state:

- 1. The name of the Partnership is Oaks Mall Limited.
- 2. The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and management of a commercial real estate project known as the Oaks Mall Plaza, located in Alachua County, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith:
- The mailing address and business address of the office of the Partnership is 829 Donald Ross Road, Juno Beach, Florida 33408.
- 4. The name and address of the office of the agent for service of process on the Partnership is Gregory E. Young, Edwards & Angell, 250 Royal Palm Way, Suite 300, Palm Beach, Florida 33480.
- 5. The name and current business address and mailing address of the office of the general partner of the Partnership are OMP Property Investments, Inc., 829 Donald Ross Road, Juno Beach, Florida 33408. Pascoco + 3 45
- 6. The latest date upon which the Partnership shall dissolve is January 1, 2025, except as otherwise set forth in Section 7, herein.
- 7. Without the consent of all Partners, the General Partner shall have no authority to:
 - (i) do any act in contravention with this Certificate;
 - (ii) do any act which would make it impossible to carry on the ordinary business of the Partnership, except as otherwise provided in this Certificate;
 - (iii) possess the Property, or assign rights in the Property, for other than a Partnership purpose;
 - (iv) knowingly perform any act that would subject any Limited Partner to liability as a general partner in any jurisdiction;

Fax Audit #H96000006886 Gregory E. Young Biogida Mar #876800

Ridwards & Angell, 250 Royal Palm Way, Suite 300, PAMM BEACH, FL 33480

(407) 833-7700

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- (v) borrow money on behalf of the Partnership other than in the ordinary 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 dated May 2, 1996 and accepted May 8, 1996, between the Partnership and Column Financial, Inc. (the "Loan Agreement") and other indebtedness expressly permitted herein or in the documents related to the Loan Agreement, and to grant a mortgage, lien or liens on the Partnership's Property to secure such Loan Agreement;
- (vi) dissolve or liquidate the Partnership;
- (vii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Partnership;
- (viii) 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) of 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;
- (ix) amend, modify or alter this Certificate;
- (x) merge or consolidate with any other entity.

Notwithstanding the foregoing and so long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the General Partner shall have no authority to take any action in items (v) through (x) above unless such action has been approved by a unanimous vote of the General Partner's Board of Directors as defined in the General Partner's Articles of Incorporation

So long as any obligation secured by the Loan Agreement remains outstanding and not discharged in full, the Partnership shall have a corporate general partner having articles of incorporation containing the restrictions and terms as set forth in Articles Second of the Articles of Amendment to Articles of Incorporation of the General Partner as of May 14, 1996, and the Partnership shall have no other general partners.

8. 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

- 39

any Partnership property in its individual name or right, and each Partner's Partnerships Interest shall be personal property for all purposes.

- 9. The Partnership shall conduct its business and operations in accordance with the following provisions:
 - (i) the Partnership will not assume liability for the debts of any other person, and the Partnership will not hold itself out as being liable for the debts of any other person;
 - (ii) none of the liabilities of the Partnership shall be paid from the funds of its Partners or any other person without the Partnership being obligated for such liabilities;
 - (iii) the Partnership shall not guarantee the debt or the performance of any obligation of any of its Partners or any other person. The Partnership will not pledge any of the Partnership assets for the benefit of any of its Partners or any other person, and no person shall pledge its assets for the benefit of the Partnership;
 - (iv) the Partnership shall conduct its affairs strictly in accordance with this Certificate and shall observe all necessary, appropriate, and customary partnership formalities, including, but not limited to, maintaining accurate and separate books, records and accounts (including, but not limited to, transaction accounts with any affiliate of the Partnership);
 - (v) the books, records, and accounts of the Partnership will at all times be maintained in a manner permitting the assets and liabilities of the Partnership to be easily separated and readily ascertained from those of any other person;
 - (vi) the Partnership will hold itself out to creditors and the public as a legal entity separate and distinct from any other entity, and will not hold itself out to the public or to any of its individual creditors as being a unified entity with assets and liabilities in common with any other person; and
 - (vii) the Partnership shall not commingle its assets or funds with those of any other person.
- 10. The bankruptey, 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.

FAX AUDIT #1196000006886

This Certificate is duly executed and is being filed in accordance with Section 620.108 of the Florida Revised Uniform Limited Partnership Act.

The execution of this certificate by the undersigned general partners constitutes an affirmation under penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Certificate has been executed by the general partners of the Oaks Mall Limited this was day of May, 1996.

OMP Property Investments, Inc.

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FAX AUDIT #H96000006886

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AFFIDAVIT OF CAPITAL CONTRIBUTION

The undersigned, general partner of the Oaks Mall Limited, a Florida Limited Partnership, certifies:

- 1) The amount of capital contributions to date of the limited partners is \$7,500.
- 2) The total amount contributed and anticipated to be contributed by the limited partners at this time totals \$7,500.

FURTHER AFFIANT SAYETH NOT.

Under penalties of perjury we declare that we have read the foregoing and know the contents thereof and that the facts alleged are true to the best of our knowledge and belief.

Dated: May 14 1, 1996

OMP Property Investments, Inc.

Hatim Hashwani, President

FAX AUDIT #H96000006886

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

The following is submitted in accordance with the requirements of Chapter 620.192, Florida Statutes: Oaks Mall Limited has named Gregory E. Young, c/o Edwards & Angell, 250 Royal Palm Way, Suite 300, Palm Beach, Florida 33480, as its agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated limited partnership at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of Chapter 620.192, F.S., relative to keeping open said office.

Dated this 4 day of May, 1996.

FAX AUDIT #H96000006886

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5/21/96

FLORIDA DIVISION OF CORPORATIONS

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ELECTRONIC FILING COVER SHEET

TO: DIVISION OF CORPORATIONS

FROM: EDWARDS & ANGELL

DEPARTMENT OF STATE

250 ROYAL PALM WAY

STATE OF FLORIDA

PO BOX 3403

409 EAST GAINES STREET

PALM BEACH FL 33480-

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TALLAHASSEE, FL 32399

CONTACT: REBECCA F BLACK

PHONE: (407) 833-7700

FAX: (904) 922-4000

FAX: (407) 655-8719

(((H96000007189)))

DOCUMENT TYPE: VOLUNTARY CANCELLATION OF

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NAME: OAKS MALL LIMITED

FAX AUDIT NUMBER: H96000007189

CURRENT STATUS: REQUESTED

DATE REQUESTED: 05/21/1996

TIME REQUESTED: 16:05:57

CERTIFIED COPIES: 1

CERTIFICATE OF STATUS: 0

NUMBER OF PAGES: 1

METHOD OF DELIVERY: FAX

ESTIMATED CHARGE: \$105.00

ACCOUNT NUMBER:

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CERTIFICATE OF CANCELLATION for OAKS MALL LIMITED (the "Partnership")

Pursuant to the provisions of Section 620.113, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on May 14, 1996, hereby submits this Certificate of Cancellation.

FIRST: Reason for cancellation: The dissolution and completion of the winding up of the Partnership.

SECOND: This Certificate of Cancellation shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signatures of all general partners:

OPM Property Investments, Inc.

By:

Hatim Hashwani, President

ONVISION OF CORPORATIONS

Gregory E. Young, Esq. Edwards & Angell 250 Royal Palm Way Palm Beach, Fl 33480 Fl. Bar # 087/6800

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