

**A 9900000 2025** <sup>183750</sup>

**UCC**  
FILING & SEARCH  
SERVICES

UCC FILING & SEARCH SERVICES, INC.  
526 East Park Avenue  
Tallahassee, FL 32301  
(850) 681-6528

**HOLD**

**FOR PICKUP BY  
UCC SERVICES**

OFFICE USE ONLY (Document #)

769891

**NEED TODAY**

LP-1785-W  
CBRT-52.50

200003062292--0  
-12/07/99--01001--021  
\*\*\*1992.50 \*\*\*1837.50

CORPORATION NAME(S) AND DOCUMENT NUMBER(S) (if known):

Mission Plaza, Ltd

Walk In

Pick Up Time

12

Certified Copy

Mail Out

Certificate of Status

Will Wait

**NEED TODAY**

Certificate of Good Standing

Photocopy

FILE ZWD

ARTICLES ONLY

ALL CHARTER DOCUMENTS

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

Certificate of Fictitious Name

FICTITIOUS NAME SEARCH

CORP SEARCH

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input checked="" type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED STATE  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
99 DEC -6 PM 5:36

RECEIVED  
99 DEC -6 PM 12:33  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

3K  
12/1/99

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

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
MISSION PLAZA, LTD.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 DEC -6 PM 5:36

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Florida, does hereby execute and file with the Secretary of State of Florida this Certificate of Limited Partnership, as follows:

1. The name of the limited partnership ("Partnership") is MISSION PLAZA, LTD.
2. The address of the office in Florida at which will be kept the records of the Partnership required to be maintained by Section 620.105 of the Florida Revised Uniform Limited Partnership Act (1986) (the "Act") is c/o Marvin S. Rosen, Esq., Ruden, McClosky, Smith, Schuster & Russell, P.A., 222 Lakeview Avenue, West Palm Beach, Florida 33401.
3. The name and address of the agent for service of process required to be maintained by Section 620.105(2) of the Act is NRAI Services, Inc., 526 East Park Avenue, Tallahassee, Florida 32301.
4. The name of the General Partner of the Partnership is GG&A/Mission LLC, and the business address of the Partnership is 5775 Peachtree Dunwoody Road, Suite 175, Bldg. D, Atlanta, Georgia 30342. L99000008473
5. A mailing address for the Partnership is 5775 Peachtree Dunwoody Road, Suite 175, Bldg. D, Atlanta, Georgia 30342.
6. The latest date upon which the Partnership is to dissolve is December 31, 2029, unless terminated sooner in accordance with the provisions of the Limited Partnership Agreement.
7. All of the Partnership's acts and decisions shall be authorized by the written consent of the General Partner.

8. Single Purpose Entity Provisions. As long as the Partnership owns any real property that is mortgaged by the Partnership from time to time to a lender (a "Mortgagee") which requires the Partnership to be a "Single Purpose Entity," the following provisions shall apply, notwithstanding anything contained elsewhere to the contrary:

8.1 Single Purpose. The Partnership's purpose shall be limited solely to the acquisition, ownership, operation, and disposition of certain commercial real property, consisting of land and improvements located in Collier County, Florida and known as "Mission Plaza Shopping Center" (the "Property").

8.2 Required/Prohibited Activities. Notwithstanding anything to the contrary in this Certificate of Limited Partnership, the Partnership's Limited Partnership Agreement, and any provision of law that otherwise so empowers the Partnership, so long as the Property is mortgaged in favor of the Mortgagee, the Partnership:

(a) will not, nor will any partner, limited or general, thereof, amend, modify or otherwise change its partnership certificate or partnership agreement, in any material term or manner, or in a manner which adversely affects the Partnership's existence as a single purpose entity;

(b) will not liquidate or dissolve (or suffer any liquidation or dissolution), or enter into any transaction of merger or consolidation or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity;

(c) will not, and will not, guarantee, pledge its assets for the benefit of, or otherwise become liable on or in connection, with any obligation of any other person or entity;

FILED STATE  
DEPARTMENT OF CORPORATIONS  
199 DEPT-6 PH 5:36

FILED  
CLERK OF DISTRICT COURT  
99 DEC-6 PM 5:36

(d) will not own any asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;

(e) will not engage either directly or indirectly, in any business other than the ownership, management and operation of the Property;

(f) will not enter into any contract or agreement with any general partner or Affiliate of the Partnership, or any "Affiliate" (as hereinafter defined) of any general partner of the Partnership, 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 an Affiliate;

(g) will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the debt owed to a Mortgagee, and (ii) Affiliate advances or trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; and no other debt will be secured (senior, subordinate or pari passu) by the Property;

(h) will not make any loans or advances to any third party (including any Affiliate);

(i) will be solvent and pay its debts from its assets as the same shall become due;

(j) will do or caused to be done all things necessary to preserve its existence;

(k) will conduct and operate its business in its own name and as presently conducted and operated;

(l) will maintain financial statements, books and records and bank accounts separate from those of its Affiliates, including, without limitation, its general partners;

FILED STATE  
DIVISION OF CORPORATIONS  
99 DEC -6 PM 5:36

(m) will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including, without limitation, any Affiliate, general partner, or any Affiliate of any general partner of the Partnership);

(n) will file its own tax returns;

(o) will 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) will not seek the dissolution or winding up, in whole or in part, of the Partnership;

(q) will establish and maintain an office through which its business will be conducted separate and apart from those of its Affiliates and shall allocate fairly and reasonably any overhead ad expenses for shared office space;

(r) will not commingle the funds and other assets of the Partnership with those of any general partner, Affiliate, or any other person;

(s) will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or any other person;

(t) will not hold itself out to be responsible for the debts or obligations of any other person;

(u) will not do any act which would make it impossible to carry on the ordinary business of the Partnership;

(v) will not possess or assign the Property or incidental personal property necessary for the operation of the Property for other than a business or company purpose;

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 DEC -6 PM 5:36

(w) will not sell, encumber or otherwise dispose of all or substantially all of the Property or incidental personal property necessary for the operation of the Property;

(x) will not hold title to the Partnership's assets other than in the Partnership's name; and

(y) will not institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Partnership or a substantial part of the Partnership's property or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due; or take any action in furtherance of such action.

8.3. Covenants Regarding General Partner. Notwithstanding anything to the contrary in the General Partner's organizational documents, or any provision of law that otherwise so empowers the General Partner, so long as the Property is mortgaged in favor of the Mortgagee, the General Partner:

(a) shall at all times act as the general partner of the Partnership with all of the rights, powers, obligations and liabilities of General Partner under the partnership agreement of the Partnership and shall take any and all actions and do any and all things necessary or appropriate to the accomplishment of same and will engage in no other business;

(b) shall not institute proceedings to be adjudicated bankrupt or insolvent or to have the Partnership adjudicated, bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it or the Partnership; or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy

for itself or the Partnership; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the General Partner or of the Partnership or a substantial part of its or the Partnership's property; or make any assignment for the benefit of creditors for itself or the Partnership; or admit in writing its inability to pay its debts generally as they become due; or take any action in furtherance of any such action;

(c) shall not (a) liquidate or dissolve the General Partner or the Partnership in whole or in part and (b) consolidate, merge or enter into any form of consolidation or cause the Partnership to consolidate, merge or enter into any form of consolidation with or into any other entity, nor convey, transfer or lease its assets or cause the Partnership to convey, transfer or lease its assets substantially as an entirety to any person or entity nor permit any entity to consolidate, merge or enter into any form of consolidation with or into the General Partner or the Partnership, nor convey, transfer or lease its assets substantially as an entirety to any person or entity;

(d) shall either (i) maintain its principal executive office and telephone and facsimile numbers separate from that of any Affiliate and shall conspicuously identify such office and numbers as its own and shall use its own stationery, invoices and checks which reflect its address, telephone number and facsimile number, as appropriate, or (ii) if sharing office space, allocate fairly and reasonably any overhead for shared office space and shall use separate stationery, invoices and checks;

(e) shall maintain its corporate records and books and accounts separate from those of any Affiliates or any other entity and shall prepare unaudited quarterly and annual financial statements, and said financial statements shall be in compliance with generally accepted accounting principles and shall be in form reasonably acceptable to the Partnership and its successors and/or assigns;

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 DEC - 6 PM 5: 36

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 DEC -6 PM 5:36

(f) shall maintain its own separate bank accounts and correct, complete and separate books of account;

(g) shall hold itself out to the public (including any Affiliates or creditors) under the General Partner's own name and as a separate and distinct corporate entity and not as a department, division or otherwise of any of any Affiliate;

(h) shall observe all customary formalities regarding the existence of the General Partner as a limited liability company, including holding meetings of or obtaining the consent of its members, as appropriate, and maintaining current, accurate minute books separate from those of any Affiliate;

(i) shall act solely in its own name and through its own duly authorized officers and agents, and no Affiliate shall be appointed or act as agent of the General Partner in its capacity as general partner of the Partnership;

(j) shall make investments in the name of the General Partner directly by the General Partner or on its behalf by brokers engaged and paid by the General Partner or its agents;

(k) except as required by Mortgagee or any successor to Mortgagee in connection with any extension of credit by Mortgagee or any successor to Mortgagee to the Partnership (or any refinancing, increase, modification, consolidation or extension of any such extension of credit), shall not guaranty or assume or hold itself out or permit itself to be held out as having guaranteed or assumed any liabilities of any partner of the Partnership or any Affiliate other than the Partnership, nor shall the General Partner make any loan;

(l) shall remain solvent and shall pay its own liabilities, indebtedness and obligations of any kind, including all administrative expenses, from its own separate assets;

(m) shall separately identify, maintain and segregate its assets, and the



General Partner's assets shall at all times be held by or on behalf of the General Partner and if held on behalf of the General Partner by another entity, shall at all times be kept identifiable (in accordance with customary usages) as assets owned by the General Partner; this restriction requires, among other things, that company funds shall not be commingled with those of any Affiliate and it shall maintain all accounts in its own name and with its own tax identification number, separate from those of any Affiliates);

FILED STATE  
DEPARTMENT OF CORPORATIONS  
9 DEC 08 PM 5:36

(n) shall not intentionally take any action if, as a result of such action, the General Partner would be required to register as an investment company under the Investment Company Act of 1940, as amended;

(o) shall at all times be adequately capitalized to engage in the transactions contemplated at its formation;

(p) shall require that all data and records (including computer records) used by the General Partner or any Affiliate in the collection and administration of any loan shall reflect the General Partner's ownership interest therein;

(q) shall not invest any of the General Partner's funds in securities issued by any Affiliate; and

(r) will not amend, modify or otherwise change its organizational documents in any material term or manner or in any manner which may adversely affect the Partnership's existence as a single purpose entity.

8.4 Affiliate. As used in this Certificate of Limited Partnership, the term "Affiliate," when used with reference to a specified person or entity, shall mean (i) any person or entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified person or entity, (ii) any person or entity that is an

FILED STATE  
CLERK OF COURTS  
DEC 6 PM 5:36

officer of, partner in or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, partner or trustee, or with respect to which the specified person or entity serves in a similar capacity, or (iii) any person or entity that, directly or indirectly, is the beneficial owner of ten percent (10%) or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified person or entity or of which the specified person or entity is directly or indirectly the owner of ten percent (10%) or more of any class of equity securities or in which the specified person or entity has a substantial beneficial interest. For purposes of this definition, "control" when used with respect to any specified person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has duly executed this Certificate of Limited Partnership of Mission Plaza, Ltd., this 3<sup>rd</sup> day of December, 1999, for filing in accordance with Section 620.108 of the Florida Revised Uniform Limited Partnership Act (1986).

This Certificate of Limited Partnership shall be effective upon filing.

**GENERAL PARTNER:**

GG&A/MISSION LLC, a Florida limited liability company

By: Gregory Greenfield & Associates, Ltd., its Member

By: Gregory Greenfield & Associates, Inc.,  
General Partner to the Member

By: \_\_\_\_\_  
Title: President

**ACCEPTANCE OF APPOINTMENT**

**AS REGISTERED AGENT**

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 DEC -6 PM 5:36

THE UNDERSIGNED, named as the agent for service of process in paragraph 3 of the Certificate of Limited Partnership of Mission Plaza, Ltd., hereby accepts the appointment as such registered agent, and acknowledges that it is familiar with, and accepts the obligations imposed upon registered agents under the Florida Revised Uniform Limited Partnership Act (1986).

NRAI Services, Inc.

By: Ed Hand

Title: asst. sec.

Registered Agent

Date: 12/6/99

**AFFIDAVIT DECLARING AMOUNT OF  
CAPITAL CONTRIBUTIONS OF LIMITED PARTNERS OF  
MISSION PLAZA, LTD.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 DEC -6 PM 5:36

BEFORE ME, the undersigned, constituting the sole General Partner MISSION PLAZA, LTD. ("Partnership"), a Florida limited partnership, certifies as follows:

Upon the formation of the Partnership, the limited partners' contributions of cash and property to the Partnership have a value of \$3,000,000.00. No additional capital contribution is anticipated to be made by the limited partners.

It is the intention of the Partnership that this Affidavit be filed with the Secretary of State of the State of Florida, along with the Certificate of Limited Partnership.

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I declare that I have read the foregoing and that the facts alleged are true, to the best of my knowledge and belief.

**GENERAL PARTNER:**

GG&A/MISSION LLC, a Florida limited liability company

By: Gregory Greenfield & Associates, Ltd., its Member

By: Gregory Greenfield & Associates, Inc.,  
General Partner to the Member

By: \_\_\_\_\_  
Title: President