

Division of Corporations

Page 1 of 1

M050000000955Florida Department of State
Division of Corporations
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FOREIGN LIMITED LIABILITY COMPANY

RLV GP Marketplace LLC

Certificate of Status	2
Certified Copy	2
Page Count	07
Estimated Charge	\$195 ⁰⁰

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TALLAHASSEE, FLORIDA

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**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA**

*IN COMPLIANCE WITH SECTION 608.505, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN
LIMITED LIABILITY COMPANY TO TRANSACTIONS BUSINESS IN THE STATE OF FLORIDA:*

1. RLV GP MARKETPLACE LLC
(Name of Foreign Limited Liability Company)
2. DELAWARE
(Jurisdiction under the law of which foreign limited liability company is organized)
3. 20-2377330
(FEI number, if applicable)
4. 12-14-04
(Date of Organization)
5. PERPETUAL
(Duration: Year limited liability company will cease to exist or "perpetual")
6. UPON FILING
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)
7. 31500 Northwestern Highway, Suite 300, Farmington Hills, MI 48334
(Street Address of Principal Office)

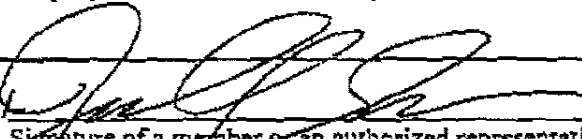
8. If limited liability company is a manager-managed company, check here ☐

9. The name and usual business addresses of the managing members or managers are as follows:

Ramco/Lion Venture LP, 31500 Northwestern Highway, Suite 300, Farmington Hills, MI 48334

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: see attached


Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Richard Smith, Authorized Representative
Typed or printed name of signer

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

RLV GP MARKETPLACE LLC

2. The name and the Florida street address of the registered agent and office are:

CT Corporation System

(Name)

1200 South Pine Island Road

Florida Street Address (P.O. Box NOT ACCEPTABLE)

Plantation

FL

33324

City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

CT Corporation System

By:

Conrad Bryan Special Auth. Secy.

(Signature)

\$ 100.00 Filing Fee for Application
\$ 25.00 Designation of Registered Agent
\$ 30.00 Certified Copy (optional)
\$ 5.00 Certificate of Status (optional)

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TALLAHASSEE, FLORIDA

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Feb-23-05 12:22pm From-Honigman, Miller, Schwartz, Cohn
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PAGE 04/07
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Delaware

PAGE 1

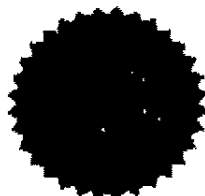
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RLV GR MARKETPLACE LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2005.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3699869

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DATE: 02-23-05

ATTACHMENT TO APPLICATION BY
FOREIGN LIMITED LIABILITY COMPANY FOR
AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

11. Purpose. The sole purpose and nature of the business of the Company is to serve as the general partner of RLV MARKETPLACE LP, a Delaware limited partnership (the "Partnership"); (ii) subject to the terms of the Debt (as hereinafter defined), acquire, own, hold for investment, preserve, manage, pledge, sell, exchange, transfer or otherwise use or dispose of a general partnership interest in the Partnership (the "Company Property"); (iii) engage in any and all activities incidental or related to the foregoing; and (iv) take or refrain from taking any and all actions that the Company considers necessary, appropriate, advisable, convenient and/or appropriate in connection with any or all of the foregoing. The Company shall not engage in any business unrelated to the Company Property, the Partnership or the purposes of the Company set forth in this Section 11.

Separateness Provisions. Anything in the Company's Certificate of Formation ("Certificate") to the contrary notwithstanding, until such time as the loan in the amount of \$18,100,000.00 ("Debt") from GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 2001-C1, its successors and/or assigns, as their interests may appear ("Lender") assumed by Partnership has been fully repaid and all obligations are satisfied, the Company shall have as its sole asset its interest in the Company Property and shall not :

(i) engage in any business or activity other than the activities set forth in Section 3 above;

(ii) acquire or own any material assets other than (A) the Company Property, and (B) such incidental personal property as may be necessary for the operation of the Company Property;

(iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Lender's consent;

(iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of the Company's Certificate, as same may be otherwise amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of the Company to perform its obligations hereunder, under the Amended and Restated Promissory Note dated January 5, 2001 ("Note") or under the other security documents entered into in connection with the Note (collectively, "Loan Documents");

(v) own any subsidiary or make any investment in, any person or entity without the consent of Lender;

(vi) commingle its assets with the assets of any of its members, affiliates, principals or of any other person or entity;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt and trade payables incurred in the ordinary course of business, provided same are paid when due;

(viii) fail to maintain its records, books of account and bank accounts separate and apart from those of the members, principals and affiliates of the Company, the affiliates of a member of the Company, and any other person or entity;

(ix) enter into any contract or agreement with any member, principal or affiliate of the Company, guarantor or indemnitor, or any general partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arm's length basis with third parties other than any general partner, member, member, principal or affiliate of the Company, "Guarantor" or Indemnitor" (as such terms are defined in the Loan Documents or any general partner, member, principal or affiliate thereof;

(x) seek the dissolution or winding up in whole, or part, of the Company;

(xi) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any general partner, member, member, principal or affiliate of the Company or any general partner, member, shareholder, principal or affiliate thereof or any other person;

(xii) hold itself out to be responsible for the debts of another person;

(xiii) make any loans or advances to any third party, including any general partner, member, member, principal or affiliate of the Company, or any general partner, principal or affiliate thereof;

(xiv) fail to file its own tax returns, as required under applicable law, or if part of a consolidated group filing, fail to show the Company as a separate member of such group;

(xv) agree to, enter into or consummate any transaction which would render the Company unable to furnish the certification or other evidence referred to in Section 4.2(b) of the Amended and Restated Mortgage and Security Agreement dated January 5, 2001;

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that the Company is responsible for the debts of any third party

(including any principal or affiliate of the Company, or any general partner, principal or affiliate thereof);

(xvii) fail to 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; or

(xviii) fail, seek or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.