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Page 1 of 1

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Account Number : I200000000195
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File First
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FLORIDA PROFIT/NON PROFIT CORPORATION

MATTHEWS CENTER, INC.

Certificate of Status	1
Certified Copy	1
Page Count	06
Estimated Charge	\$87.50

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H07000207171 3

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ARTICLES OF INCORPORATION

(In compliance with chapter 607 and/or chapter 621, F.S. (Profit))

ARTICLE I
NAME

The name of the corporation shall be Matthews Center, Inc.

ARTICLE II
PRINCIPAL OFFICE

The principal place of business/mailling address is 18205 Biscayne Boulevard, Suite 2202, Aventura, Florida 33160.

ARTICLE III
PURPOSE

The purpose for which the corporation is organized is as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE IV
SHARES

The number of shares of stock is: 1,000 shares of common stock.

ARTICLE V
INITIAL OFFICERS AND/OR DIRECTORS

List name(s), address(es) and specific title(s):

ARTICLE VI
REGISTERED AGENT

The name and Florida street address of the registered agent is Daniel Halberstein, 18205 Biscayne Boulevard, Suite #2202, Aventura, Florida 33160.

H07000207171 3

H07000207171 3

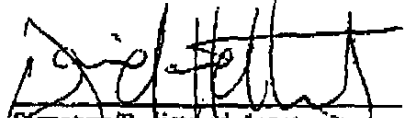
ARTICLE VII
INCORPORATOR

The name and address of the Incorporator is Daniel Halberstein, 18205 Biscayne Boulevard, Suite #2202, Aventura, Florida 33160.


ARTICLE VIII
SPECIAL PURPOSE ENTITY

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.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Signature/Registered Agent



Signature/Incorporator

8/10/07
Date

8/10/07
Date

H07000207171 3

H07000207171 3

EXHIBIT "A"**PURPOSE; SPECIAL PURPOSE ENTITY PROVISIONS**

1. **Purpose.** The purpose for which the corporation is organized is limited solely to being the general partner of Matthews Center Ltd. (the "Partnership") acting as, and exercising all of the authority of, the general partner of the Partnership, and transacting of any and all lawful business for which a corporation may be organized under its constitutive law that is incident, necessary and appropriate to accomplish the foregoing.

2. **SPE Provisions.**

- a. The Corporation is prohibited from incurring indebtedness, except as it is liable for the Partnership's indebtedness in its capacity as general partner of the Partnership.
- b. The Corporation is prohibited from engaging in any dissolution, liquidation, consolidation, merger or sale of assets and from causing the Partnership to do any of the foregoing, both for as long as that certain loan in the original principal sum of \$11,440,000.00 (the "Loan") currently held by 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") is outstanding.
- c. To the extent required by the documents evidencing and/or securing the Loan ("Loan Documents"), no transfer of any direct or indirect ownership interest in the Corporation 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. The Corporation is required to continue serving in the capacity of the special purpose general partner of the Partnership so long as the Loan is outstanding.
- e. The Corporation is required on its own behalf, and covenants to cause the Partnership, to:
 - 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 corporate 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;

H07000207171 3

H07000207171 3

- xi. Not guarantee, become obligated for or pledge its assets for the debts or benefit of any other person or entity (except to the extent it is liable for the Partnership's obligations due to its capacity as a general partner);
- xii. Not hold out its credit 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 shareholders;
- xiv. Not make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (except for 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 misunderstandings 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 set forth in the Loan Documents.

f. Notwithstanding anything contained in this or any other organizational document to the contrary, any obligation which Corporation may owe to any of its officers, directors, shareholders or affiliates (collectively, "Interested Parties"), whether characterized as a salary, fee or indemnification, shall not constitute a claim against Corporation 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 Corporation 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, Corporation may pay when due (without any acceleration caused by Corporation) the scheduled obligations due to the Interested Parties of Corporation.

g. The unanimous consent of all of the directors is required for the Corporation and for the Corporation to cause the Limited 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 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 Corporation or the Partnership or a substantial portion of either of their properties;
- iii. Make any assignment for the benefit of the creditors of the Corporation or the Partnership; or

H07000207171 3

H07000207171 3

- iv. Take any action in furtherance of any of i, ii or iii.
- h. The Corporation is prohibited from amending the provisions specified in paragraphs i and 2(a) through (g) and this paragraph h 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.