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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**MPI/CLINTON PARKWAY, INC.**

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**ARTICLES OF INCORPORATION**

**MPI/CLINTON PARKWAY, INC., A Florida corporation**

The undersigned, being an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation for profit, pursuant to the provisions of the Florida Business Corporation Act.

**FIRST:** The corporate name for the, corporation (hereinafter called the "Corporation") is:  
**MPI/CLINTON PARKWAY, INC.**

**SECOND:** The street address, wherever located, of the principal office of the Corporation is:  
200 Congress Park Drive, Suite 205, Delray Beach, Florida 33445.

**THIRD:** The number of shares that the Corporation is authorized to issue is 1000, all of which are of a par value of \$1.00 dollar each and are of the same class and are Common shares.

**FOURTH:** The street address of the initial registered office of the Corporation in the State of Florida is 200 Congress Park Drive, Suite 104, Delray Beach, Florida 33445

The name of the initial registered agent of the Corporation at the said registered office is Steven M. Auerbacher.

The written acceptance of the said initial registered agent, as required by the provisions of Section 607.0501 (3) of the Florida Business Corporation Act, is set forth following the signature of the incorporator and is made a part of these Articles of Incorporation.

**FIFTH:** The name and the address of the incorporator is:

Joseph Otto  
200 Congress Park Drive, Suite 205  
Delray Beach, Florida 33445

**SIXTH:** No holder of any of the shares of any class of the Corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the Corporation which the Corporation proposes to issue or any rights or options which the Corporation proposes to grant for the purchase of shares of any class of the Corporation or for the purchase of any shares, bonds, securities, or obligations of the Corporation which are convertible into or exchangeable for, or which carry any rights to subscribe for, purchase, or otherwise acquire shares of any class of the Corporation; and any and all of such shares, bonds, securities, or obligations of the Corporation, whether now or hereafter authorized or created, may be issued, or may be reissued if the same have been reacquired and if there reissue is not prohibited, and any and all of such rights and options may be granted by the Board of Directors to such individuals and entities, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

**SEVENTH:** I. The Corporation was formed solely to acquire, hold, sell, lease, mortgage, assign, transfer, pledge and/or operate and maintain as a trade or business certain improved real property commonly known as Clinton Parkway Shopping Center, located in Hinds County, State of Mississippi (the "Property") and currently leased to tenants, together with improvements thereon and the equipment, fixtures and other personal property used in connection with the operation and maintenance thereof, and do all things reasonably incident thereto, including but not limited to, assuming the outstanding balance of that certain loan made by Wells Fargo Bank, N.A. as Trustee for the Registered Holders of GE Commercial Mortgage Corporation, Commercial Mortgage Pass-Through Certificates, Series 2007-C1 (together with its successors and assigns the "Lender") in the original principal amount of \$ 4,500,000.00 (the "Loan") and evidenced by a secured promissory note, which promissory note is secured by among other things, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Instrument") given to the Lender and all other obligations and liabilities due or to become due to Lender pursuant to the documents, instruments and agreements executed and delivered by or assumed by the Corporation in connection with assumption of such Loan (collectively, the "Loan Documents") and all other amounts, sums and expenses paid by or payable to Lender pursuant to all such Loan Documents (collectively the "Indebtedness"). Notwithstanding anything to the contrary contained herein, the Corporation has not since the date of its formation and for so long as the Loan encumbers the Property, the Corporation shall not:

(a) fail to be organized solely for the purpose of (i) acquiring, developing, owning, managing or operating the Property, (ii) entering into the Loan Document and the documents related hereto, and (iii) engaging in any activity that is incidental, necessary or appropriate to accomplish the foregoing;

(b) engage in any business or activity other than the ownership, operation

and maintenance of the Property, and activities incidental thereto;

(c) acquire or own any material assets other than (i) the Property, and (ii) such incidental Personal Property (as defined in the Security Instrument) as may be necessary for the operation of the Property;

(d) 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;

(e) 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, and qualification to do business in the state where the Property is located, if applicable, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of Corporation's Articles or Certificate of Incorporation or by laws;

(f) own, form or acquire any subsidiary or make any investment in any person or entity;

(g) commingle its assets with the assets of any of its members, general partners, affiliates, principals or of any other person or entity nor fail to hold all of its assets in its own name;

(h) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Indebtedness, except for trade payables and operational debt in the ordinary course of its business of owning and operating the Property not outstanding for more than sixty (60) days, provided that such debt is normal and reasonable under the circumstances but, in no event, to exceed \$250,000 in the aggregate;

(i) become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due;

(j) fail to maintain its records, books of account and bank accounts separate and apart from those of the members, partners, principals and affiliates of Corporation, the affiliates of a member, partner or principal of Corporation, and any other person or entity or fail to maintain such books and records in the ordinary course of its business;

(k) enter into any contract or agreement with any shareholder member, general partner, principal or affiliate of the Corporation, the Loan guarantor (as defined in the Security Instrument) or indemnitor, (as defined in the Security Instrument), or any member, general partner, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms length basis with

third parties other than any member, general partner, principal or affiliate of Corporation, Loan guarantor or indemnitor, or any member, general partner, principal or affiliate thereof;

(l) seek the dissolution or winding up in whole, or in part, of Corporation;

(m) fail to correct any known misunderstandings regarding the separate identity of Corporation from any member, general partner, principal or affiliate thereof or any other person;

(n) guaranty or become obligated for the debts of any other person or entity or hold out its credit as being able to satisfy the debts of another person or entity;

(o) make any loans or advances to any third party, including any shareholder member, general partner, principal or affiliate of Corporation, or any member, general partner, principal or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other person or entity (other than cash or investment grade securities);

(p) fail to hold itself out to the public as a legal entity separate and distinct from any other entity or person, fail to conduct its business solely in its own name, mislead others as to the identity with which such other party is transacting business, or suggest that Corporation is responsible for the debts of any third party (including any member, general partner, principal or affiliate of Corporation, or any member, general partner, principal or affiliate thereof), fail to correct any known misunderstanding regarding its status as a separate entity, fail to pay its own liabilities out of its own funds and assets, fail to maintain and utilize a separate telephone number and separate stationary, invoices and checks from any other entity;

(q) 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;

(r) share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of Corporation, (ii) any affiliate of a general partner, principal or member of Corporation, or (iii) any other person or entity;

(s) fail to maintain separate financial statements and accounting records, showing its assets and liabilities separate and apart from those of any other person or entity;

(t) fail to file its own tax returns, or fail to file a consolidated tax return with its parent entity;

(u) have its assets listed on the financial statement of any other entity;

- (v) fail to observe all applicable organizational formalities;
- (w) fail to pay the salaries of its own employees (if any) from its own funds;
- (x) fail to maintain a sufficient number of employees in light of its contemplated business operations;
- (y) fail to 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;
- (z) fail to use separate stationery, invoices, and checks bearing its own name;
- (aa) pledge its assets for the benefit of any other person or entity, other than in connection with the Loan secured by the Security Instrument;
- (bb) acquire the obligations or securities of any member, general partner, principal or affiliate of Corporation, the Loan, guarantor or indemnitor, or any member, general partner, principal or affiliate thereof;
- (cc) fail to maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity;
- (dd) have any obligation to indemnify its partners, officers, directors or members, as the case may be, or have such an obligation only if it is fully subordinated to the Indebtedness and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Indebtedness is insufficient to pay such obligation;
- (ee) fail, to the fullest extent permitted by law, to consider the interests of its creditors in connection with all actions if such entity is a Corporation;
- (ff) have any of its obligations guaranteed by any member, general partner, principal or affiliate except the Loan, guarantor or indemnitor; and/or
- (gg) fail to comply with the single purpose entity covenants contained in the Loan Documents;

II. Notwithstanding anything contained herein to the contrary, until the Indebtedness is paid in full, the Corporation: (i) will not amend this certificate of incorporation or the Corporation's bylaws without first obtaining approval of the Lender; (ii) will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, will not engage in, seek or consent to any asset sale or

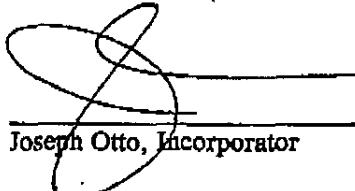
transfer of shareholder interests; (iii) without the unanimous consent of all of the directors will not with respect to itself or, if applicable, to any other Corporation, limited partnership, general partnership, limited liability company, or trust (each, an "Entity") in which it has a direct or indirect legal or beneficial ownership interest (a) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (b) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such Entity or all or any portion of such Entity's properties; (c) make any assignment for the benefit of such Entity's creditors; or (d) take any action that might cause such Entity to become insolvent, (iv) will have no indebtedness other than the Indebtedness and commercially reasonable unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Property which are paid within sixty (60) days of the date incurred, (v) will not assume or guarantee or become obligated for the debts of any other person or Entity or hold out its credit as being available to satisfy the obligations of any other person or Entity, except for the Indebtedness, (vi) will not pledge its assets for the benefit of any other person or Entity, and (vii) will not make loans to any person or Entity.

**EIGHTH:** The duration of the Corporation shall be perpetual.

**NINTH:** The Corporation shall, to the fullest extent permitted by the provisions of the Florida Business Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders, or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heir's, executors, and administrators of such a person.

**TENTH:** Whenever the Corporation shall be engaged in the business of exploiting natural resources or other wasting assets, distributions may be paid in cash out of depletion or similar reserves at the discretion of the Board of Directors and in conformity with the provisions of the Florida Business Corporation Act.

**ELEVENTH:** The corporate existence of the Corporation shall begin not later than the 10th day after the date of filing.

  
\_\_\_\_\_  
Joseph Otto, Incorporator

DATED this 3rd day of March, 2008

**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 pursuant to Section 481.091 (1) and 607.034, Florida Statutes:

MPI/CLINTON PARKWAY, INC., a Florida corporation desiring to organize under the laws of the State of Florida, at 200 Congress Park Drive, Suite 205, Delray Beach, FL 33445, by and through its Incorporator, Joseph Otto, does hereby name Steven M. Auerbacher as its initial registered agent to accept service of process within this State at 200 Congress Park Drive, Suite 104, Delray Beach, FL 33445.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above stated corporation, Steven M. Auerbacher, as its initial registered agent to accept service of process within this State at 200 Congress Park Drive, Suite 104, Delray Beach, FL 33445, the undersigned on behalf of the aforesaid corporate registered agent hereby accepts the appointment as registered agent and agrees to complete performance of all such statutory duties as registered agent and is familiar with and accepts the obligations of registered agent.

By:

  
Steven M. Auerbacher - Registered Agent

DATED this 3rd day of March, 2008

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