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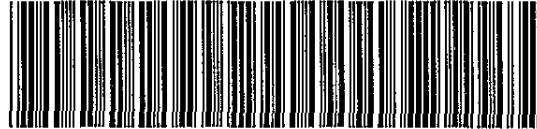
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February 25, 2004

Florida Department of State
Division of Corporations
Attention: Certifications
409 E. Gaines Street
Tallahassee, FL 32399

VIA OVERNIGHT DELIVERY

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Re: Steamboat Ventures, Ltd., a Florida limited partnership
I.D. No. A00000001767

Dear Sir or Madam:

Enclosed for filing with your office are triplicate originals of a Certificate of Amendment to Certificate of Limited Partnership of Steamboat Ventures, Ltd. Please provide us with a certified copy of the Certificate. **Please note there has not been a change in the general partner. The general partner changed its corporate name effective January 1, 2004.**

Also enclosed is our check in the amount of \$105.00 payable to the Department of State in payment of your filing fee and the fee for the certified copy.

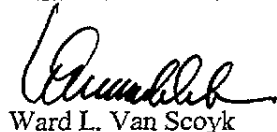
The name, address and telephone number of the contact person, and the person to whom the acknowledgment copy should be sent, are:

Ward Van Scoyk, Esq.
Weiss and Van Scoyk, LLP
600 S. Lincoln Avenue, Suite 202
Steamboat Springs, CO 80487
Telephone: 970/879-6053

Thank you for your assistance, and please call me if you have any questions.

Very truly yours,

WEISS AND VAN SCOYK, LLP



Ward L. Van Scoyk

WVS/cm
Enclosures

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

STEAMBOAT VENTURES, LTD.

(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on November 16, 2000, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: Amendment(s): (indicate article number(s) being amended, added, or deleted)

A new Article 9 is added which reads in its entirety as set forth on Exhibit A attached hereto and incorporated herein by this reference.

Article 8 is amended to reflect that the general partner has changed its corporate name and address. The new name and address of the general partner are as follows:

Chadwick Real Estate Group, Inc.
204 Cessna Boulevard
Daytona Beach, FL 32128

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

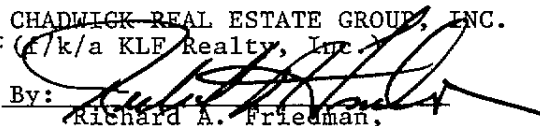
THIRD: Signature(s)

Signature of current general partner:

~~CHADWICK REAL ESTATE GROUP, INC.~~

~~(f/k/a KLF Realty, Inc.)~~

By:


Richard A. Friedman,

President

Signature(s) of new general partner(s), if applicable:

EXHIBIT A
CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
STEAMBOAT VENTURES, LTD.

The Certificate of Limited Partnership of Steamboat Ventures, Ltd., a Florida limited partnership (the "Partnership") is amended by the addition of a new Article 9, which reads as follows:

9. The following provisions shall be applicable to and shall govern the Partnership and its business, notwithstanding anything to the contrary in the Partnership Agreement of the Partnership:

A. The Partnership's business and purpose shall consist solely of the following:

1. To engage solely in the ownership, operation, development, management, financing and sale of the real estate project known as The Chadwick Condominiums located in Steamboat Springs, Colorado (the "Property"), pursuant to and in accordance with this Certificate of Limited Partnership and the Partnership Agreement of Limited Partnership; and

2. To engage in such other lawful activities permitted to limited liability companies by the applicable laws and statutes for such entities of the State of Florida as are incidental, necessary or appropriate to the foregoing.

B. Notwithstanding any other provision of this Certificate of Limited Partnership and any provisions of law that otherwise so empower the Partnership, the Partnership shall not, without the unanimous consent of its general and limited partners, do any of the following:

1. Engage in any business or activity other than those set forth in Article 9A;

2. Do any act which would make it impossible to carry on the ordinary business of the Partnership, except as otherwise provided in these Articles;

3. Borrow money or incur any indebtedness or assume or guarantee any indebtedness of any other entity, other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the Partnership's property; except, however, the general partner is hereby authorized to assume financing (the "Loan") for the Partnership from Inland

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Mortgage Corporation in such amount and on such terms as such general partner may elect, and to grant a mortgage, deed of trust, lien or liens on the Partnership's Property to secure such Loan, as well as incur other indebtedness to the extent expressly authorized pursuant to the documents further evidencing the Loan;

4. Dissolve or liquidate, in whole or in part;
5. Consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;
6. Institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy proceedings against it, or file a petition seeking or consenting 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 property of the Partnership, 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 Partnership action in furtherance of any such action; or
7. Amend the Certificate of Limited Partnership or Agreement of Limited Partnership of the Partnership.

In addition to the foregoing, the Partnership shall not, without the written consent of the holder of the promissory note evidencing the Loan so long as it is outstanding, take any action set forth in items 1 through 5 or item 7 above.

C. 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 any Partnership property in its individual name or right, and each partnership or other ownership interest in the Partnership shall be personal property for all purposes.

D. The Partnership shall:

1. Maintain books and records and bank accounts separate from those of any other person;
2. Maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
3. Hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
4. Hold regular partner meetings, as appropriate, to conduct the business of the Partnership, and observe all other legal formalities;

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5. Prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;

6. Allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;

7. Transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;

8. Conduct business in its own name, and use separate stationery, invoices and checks;

9. Not commingle its assets or funds with those of any other person; and

10. Not assume, guarantee or pay the debts or obligations of any other person.

E. This Article 9 shall remain in effect until the Loan has been paid in full and all other obligations of the Partnership with respect to the Loan have been satisfied. This Article 9 shall terminate and be of no further force or effect upon payment of the Loan and satisfaction of all other obligations of the Partnership with respect to the Loan.

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