

A02000001142

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

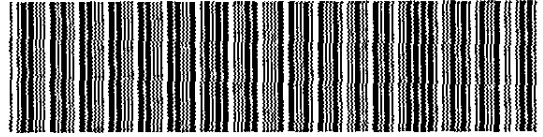
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2011-11-02

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Aven Square LTD

Signature _____

Requested by: SW

Name _____

Date 12/10

Time _____

Walk-In _____

Will Pick Up _____

☐ Art of Inc. File _____

☒ LTD Partnership File _____

☐ Foreign Corp. File _____

☐ L.C. File _____

☐ Fictitious Name File _____

☐ Trade/Service Mark _____

☐ Merger File _____

☐ Art. of Amend. File _____

☐ RA Resignation _____

☐ Dissolution / Withdrawal _____

☒ Annual Report / Reinstatement _____

☐ Cert. Copy _____

☐ Photo Copy _____

☐ Certificate of Good Standing _____

☐ Certificate of Status _____

☐ Certificate of Fictitious Name _____

☐ Corp Record Search _____

☐ Officer Search _____

☐ Fictitious Search _____

☐ Fictitious Owner Search _____

☐ Vehicle Search _____

☐ Driving Record _____

☐ UCC 1 or 3 File _____

☐ UCC 11 Search _____

☐ UCC 11 Retrieval _____

☐ Courier _____

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TALLAHASSEE FL 32301

AND
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FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

December 10, 2002

CAPITAL CONNECTION, INC.

SUBJECT: AVON SQUARE, LTD.
Ref. Number: A02000001142

We have received your document for AVON SQUARE, LTD. and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must be titled "Certificate of Amendment".

The entity's date of incorporation/organization must be listed in the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6025.

Trevor Brumbley
Document Specialist

Letter Number: 902A00065334

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TALLAHASSEE, FL 32314

AVON SQUARE, LTD.,
a Florida Limited Partnership
Certificate of Amendment

COMES NOW THE ABOVE NAMED LIMITED PARTNERSHIP, which has entered into and received certain financing (the "**Financing**") from Column Financial, Inc., together with its successors and assigns, (the "**Lender**"), which Financing is secured by a first mortgage lien on certain real and other property located at 802 - 828 U.S. Highway 27 South, Avon Park, Florida, commonly known as Avon Square (the "**Property**"). With respect to the Financing and the Property, the Limited Partnership hereby Amends its original filing dated August 22, 2002, document number A02000001142, to add the following Terms and Conditions:

- (a) does not own and will not own any encumbered asset other than (i) the Property, and (ii) incidental personal property necessary for the operation of the Property;
- (b) is not engaged and will not engage in any business other than the ownership, management and operation of the Property;
- (c) will not enter into any contract or agreement with any general partner, principal, member or affiliate of the Partnership or any affiliate of any such general partner, principal, or member of the Limited 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;
- (d) has not incurred and will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or pari passu) by the Property;
- (e) has not made and will not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Limited Partnership, or any guarantor);
- (f) is and will be solvent and pay its debts from its assets as the same shall become due;
- (g) has done or caused to be done and will do all things necessary to preserve its existence and corporate, limited liability company and partnership formalities (as applicable), and will not, nor will any partner, limited or general, or member or shareholder thereof, amend, modify or

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otherwise change its partnership certificate, partnership agreement, certificate or articles of incorporation or organization, or by-laws or operating agreement or regulations, in a manner which adversely affects the corporation's, or any such partner's, member's or share holders' existence as a single-purpose, single-asset "bankruptcy remote" entity;

- (h) will conduct and operate its business as presently conducted and operated;
- (i) will maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;
- (j) 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 any general partner, principal, member or affiliate);
- (k) will file its own tax returns;
- (l) 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;
- (m) will not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Limited Partnership;
- (n) will not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;
- (o) will not commingle the funds and other assets of the Limited Partnership with those of any general partner, principal, member or affiliate, or any other person;
- (p) has and 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;
- (q) has, and any general partner or operating member of the Limited Partnership has, at all times since its formation, observed all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;
- (r) does not and will not hold itself out to be responsible for the debts or obligations of any other person; and
- (s) upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Limited Partnership, the Limited Partnership shall not seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105

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or any other provision of the Bankruptcy Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

Dated this 22 day of November, 2002.

AVON SQUARE, LTD.,
a Florida Limited Partnership
By: **CRF MANAGEMENT CO., INC.,**
a Florida Corporation,
its General Partner

By:


Lawrence T. Maxwell,
its President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA