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LIMITED PARTNERSHIP AMENDMENT

MAPLE 108 ASSOCIATES, LIMITED PARTNERSHIP

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**CERTIFICATE OF AMENDMENT TO
AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP
OF
MAPLE 108 ASSOCIATES, LIMITED PARTNERSHIP**

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership adopts the following amendment to its amended and restated certificate of partnership.

1. The name of the Limited Partnership is Maple 108 Associates, Limited Partnership (the "Limited Partnership"). The original certificate of limited partnership of the Limited Partnership was filed on June 29, 1976, at Document No. A05008 (the "Original Certificate"). The Original Certificate was amended and restated in its entirety by an amended and restated certificate of limited partnership filed on January 16, 1991 (the "Existing Certificate").

2. The Existing Certificate is amended in the following respects (as amended hereby, the "Certificate"):

(a) The address of the office of the Limited Partnership in paragraph 2 of the Existing Certificate is hereby amended to be 1125 South 103rd Street, Suite 450, Omaha, Nebraska 68124.

(b) The following new paragraphs 10 through 15, inclusive, are hereby added to the Existing Certificate:

10. **Purpose.** The Limited Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the real estate project known as Maple 108 Shopping Center, located at the southeast corner of 108th Street & Maple Avenue, Omaha, Nebraska (the "Property"), and activities incidental thereto.

11. **Powers and Duties.** Notwithstanding any other provisions of this Certificate, and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of all partners, the Limited Partnership shall have no authority on behalf of the Limited Partnership to:

(a) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;

(b) seek the dissolution or winding up, in whole or in part, of the Limited Partnership;

(c) 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;

(d) file a voluntary petition or otherwise initiate proceedings to have the Limited Partnership adjudicated bankrupt or insolvent, or consent to the institution of

bankruptcy or insolvency proceedings against the Limited Partnership, or file a petition seeking or consenting to reorganization or relief of the Limited Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Limited Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Limited Partnership or of all or any substantial part of the properties and assets of the Limited Partnership, or make any general assignment for the benefit of creditors of the Limited Partnership, or admit in writing the inability of the Limited Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Limited Partnership debt or take any action in furtherance of any such action; or

- (e) amend, modify or alter paragraphs 10 through 15 of this Certificate.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Limited Partnership shall have no authority to take any action in items (a) through (c) and (e) above without the written consent of the holder of the Security Instrument.

12. Title to Limited Partnership Property. All property owned by the Limited Partnership shall be owned by the Limited Partnership as an entity and, insofar as permitted by applicable law, no partner shall have any ownership interest in any Limited Partnership property in its individual name or right, and each partner's interest in the Limited Partnership shall be personal property for all purposes.

13. Separateness; Operations Matters. The Limited Partnership has not and shall not:

- (a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;

(b) 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 the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of this Certificate or the Limited Partnership's Limited Partnership Agreement;

(c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;

(d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Limited Partnership permitted by the Security Instrument and properly accounted for;

(e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;

(f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, principals and affiliates of the Limited Partnership,

the affiliates of a partner of the Limited Partnership and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Limited Partnership;

(g) enter into any contract or agreement with any partner, principal or affiliate of the Limited Partnership or any guarantor of all or a portion of the obligations secured by the Security Instrument or any 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 arms-length basis with third parties other than any partner, principal or affiliate of the Limited Partnership, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

(h) fail to correct any known misunderstandings regarding the separate identity of the Limited Partnership;

(i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Limited Partnership (except for a Guarantor or Indemnitor (as defined in the Security Instrument));

(j) make any loans or advances to any third party, including any partner, principal or affiliate of the Limited Partnership, or any partner, partner, principal or affiliate thereof;

(k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

(l) 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 (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Limited Partnership is responsible for the debts of any third party (including any partner, principal or affiliate of the Limited Partnership or any partner, partner, principal or affiliate thereof);

(m) fail to allocate fairly and reasonably among the Limited Partnership and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(o) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal or affiliate of the Limited Partnership, (ii) any affiliate of a partner, principal or affiliate of the Limited Partnership, or (iii) any other person or entity or allow any person or entity to identify the Limited Partnership as a department or division of that person or entity;

(p) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Limited Partnership or the creditors of any other person or entity; or

(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; provided, however, (i) Limited Partnership shall only be obligated to maintain adequate capital to the extent sufficient cash flow is available from the Property and (ii) this subparagraph (q) shall not constitute an obligation of the partners of Limited Partnership to contribute capital to Limited Partnership or an obligation of any guarantor under any guaranty to make any payment under such guaranty if and to the extent there is not sufficient cash flow from the Property in a particular month to pay obligations due that month.

14. **Effect of Bankruptcy, Death or Incompetency of a Partner.** The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the Limited Partnership and the business of the Limited Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such partner shall have all the rights of such partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Limited Partnership interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent partner.

15. **Subordination of Indemnification Provisions.** Notwithstanding any provision hereof to the contrary, any indemnification claim against the Limited Partnership arising under this Certificate, the Limited Partnership Agreement of the Limited Partnership, or the laws of the state of organization of the Limited Partnership shall be fully subordinate to any obligations of the Limited Partnership arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Limited Partnership to the extent of, and shall be paid by the Limited Partnership in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

3. Except as amended hereby, all of the original terms and provisions of the Existing Certificate shall continue in full force and effect.

4. This Certificate of Amendment shall be effective at the time of its filing with the Florida Department of State.

This Amendment to Amended and Restated Certificate of Limited Partnership is duly executed by the General Partner of the Limited Partnership.

DATED: November 23, 2005.

N & K INVESTMENT CO., a Nebraska general Partnership, General Partner of Maple 108 Associates, Limited Partnership, a Florida limited partnership

By [Signature]
Harold N. Nodde, Partner

By [Signature]
Joseph Krushenbaum, Partner