

A05572

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LIMITED PARTNERSHIP AMENDMENT

KENDALL - 77 LTD.

Certificate of Status	0
Certified Copy	1
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**AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
FOR
KENDALL-77, LTD.**

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The undersigned, being the sole General Partner of KENDALL-77, LTD., a Florida limited partnership whose original certificate of limited partnership was filed on February 10, 1977, Document No. A05572 (the "Partnership"), hereby makes, acknowledges, and files this Amended and Restated Certificate of Limited Partnership.

- I. NAME OF PARTNERSHIP. The name of the Partnership is KENDALL-77, LTD.
- II. PURPOSE OF PARTNERSHIP. (a) Notwithstanding any provision of this Certificate of Limited Partnership or the Partnership Agreement to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Partnership, is to engage solely in the following activities:

- (1) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with that certain leasehold interest in that certain real property, together with all improvements located thereon, located at 7700 North Kendall Drive, Miami-Dade County, Florida (the "Property").

- (2) To exercise all powers enumerated in the Florida Limited Partnership Act (the "Act"), as enacted in the State of Florida, necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

- (b) Certain Prohibited Activities. Notwithstanding any provision hereof to the contrary and for so long as the mortgage lien of the Wachovia Mortgage exists on any portion of the Property in favor of Wachovia Bank National Association, its successors and assigns, the following shall govern:

- (1) The Partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property and shall not incur, assume, or guaranty any other indebtedness, except as expressly authorized in the Wachovia Mortgage.

- (2) The Partnership shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District

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of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Paragraph , and (c) shall expressly assume the due and punctual performance of the Partnership's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this Partnership and be continuing beyond the applicable grace period.

(3) The Partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the partners of the Partnership.

(c) Indemnification. Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property, including, without limitation the first mortgage on the Property, and shall not constitute a claim against the Partnership in the event that cash flow is insufficient to pay such obligations.

(d) Separateness Covenants. Notwithstanding any provision hereof to the contrary and for so long as the Wachovia Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct partnership identity, in addition to the other provisions set forth herein, the Partnership shall conduct its affairs in accordance with the following provisions:

(1) It shall not, nor will any general partner thereof, as applicable, amend, modify or otherwise change its certificate of partnership, articles or certificate of organization or incorporate, partnership agreement, bylaws, or other formation agreement or document, as applicable, in any material term or manner, or in a manner which adversely affects the Partnership's existence as a single purpose entity.

(2) It shall not liquidate or dissolve (or suffer any liquidation or dissolution), or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of any entity.

(3) It does not own and shall not own any asset other than (A) the Property, and (B) incidental personal property necessary for the operation of the Property.

(4) It is not engaged and shall not engage, either directly or indirectly, in any business other than the ownership, management and operation of the Property.

(5) It shall not enter into any contract or agreement with any affiliate or partner of the Partnership, as applicable, except upon terms and conditions that are

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intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate.

(6) It has not incurred and shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (A) the debt evidenced by the Wachovia Mortgage on the Property, (B) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property customarily satisfied within thirty (30) days and in an aggregate amount not to exceed the lesser of one percent (1.0%) of the existing principal balance of the note evidencing the debt secured by the Property or \$200,000.00, and no other debt will be secured (senior, subordinate or pari passu) by the Property, and (C) any additional debt permitted by the Wachovia Mortgage.

(7) It has not made and will not make any loans or advances to any third party (including any affiliate), except, however, loans or advances to The Green Companies, Inc., are permitted provided there is positive cash flow generated from the Property and Borrower maintains commercially reasonable operating reserves to pay expenses of Borrower and the Property in the ordinary course of business.

(8) It is and shall be solvent and pay its debts from its assets as the same shall become due.

(9) It has done or caused to be done and will do all things necessary to preserve its existence, and will observe all formalities applicable to it.

(10) It will conduct and operate its business in its own name and as presently conducted and operated.

(11) It will be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including, without limitation, any affiliate or partner, as applicable).

(12) It shall file its own tax returns.

(13) It shall 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.

(14) It has and shall 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, partner or any other person.

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(15) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates or partners, or it shall fairly and reasonably allocate any overhead for shared office space.

(16) It shall maintain separate records, financial statements and books of account from those of any affiliate or partner.

(17) It shall not commingle assets with those of any affiliate or partner.

(18) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.

(19) It shall not guarantee or become obligated for the debts of any other entity, including any affiliate or partner, or hold out its credit as being available to satisfy the obligations of others.

(20) It shall use stationery, invoices and checks separate from any affiliate or partner.

(21) It shall not pledge its assets for the benefit of any other entity, including any affiliate or partner.

(22) It shall at all times have a special purpose corporate general partner.

For purpose of this Article II, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the parent including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any director, officer or employee of the corporation, its parent or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this corporation, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"parent" means, with respect to a corporation, any other corporation owning or controlling, directly or indirectly, fifty percent (50%) or more of the voting stock of the corporation.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

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(e) Dissolution. Notwithstanding any provision hereof to the contrary, the following shall govern: The Partnership shall not terminate solely as a consequence of the bankruptcy or insolvency of one or more of the general partners of the Partnership so long as there remains a solvent general partner of the Partnership. Subject to applicable law, dissolution of the Partnership shall not occur so long as the partnership remains mortgagor of the Property.

III. NAME OF GENERAL PARTNER. The name and address of the sole General Partner of the Partnership is:

Dadeland Square, Inc. #G45691
9155 South Dadeland Blvd., Suite 1812
Miami, Florida 33156

IV. DATE OF TERMINATION. The Partnership shall continue until December 31, 2037 unless earlier terminated in accordance with the provisions of the Partnership Agreement and Article II of this Certificate of Limited Partnership.

V. CAPITAL CONTRIBUTIONS. The Partners have heretofore made all required contributions to the capital of the Partnership and no Limited Partner has agreed to, or shall be obligated to, make any additional capital contributions to the Partnership.

VI. INCOME ALLOCATION. The income, profits, losses and cash flow shall be allocated and/or distributed in accordance with the provisions of the Partnership Agreement.

VII. MAILING ADDRESS. The mailing address of the Partnership is 9155 South Dadeland Blvd., Suite 1812, Miami, Florida 33156.

VIII. REGISTERED ADDRESS AND REGISTERED AGENT. The registered agent of the Partnership is Elizabeth A. Green, Esquire, and the registered address of the Partnership is 9155 South Dadeland Blvd., Suite 1812, Miami, Florida 33156.

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DIANE M. CUPPARI, JUDGE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the General Partner has hereunto set its hand as of the 30th day of September, 2005.

DADELAND SQUARE, INC., a Florida corporation

By: *George R. Brown, Jr.*
GEORGE R. BROWN, JR., its President

"Corporate Seal"

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned officer, a Notary Public authorized to administer oaths and to take acknowledgments, in and for the State and County set forth above, personally appeared George R. Brown, Jr., the President of the General Partner of the Partnership, known to me and known by me to be the persons who executed the foregoing Amended and Restated Certificate of Limited Partnership, and he acknowledged to me and before me that they executed this Amended and Restated Certificate of Limited Partnership as the President of the General Partner of said Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this 30th day of September, 2005.

"NOTARY SEAL"



Michelle Buttrill
Notary Public
My commission expires 7-26-2009