

# A10314

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## LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION

KENSINGTON PARK, LTD.

Certificate of Status	1
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September 16, 2008

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

KENSINGTON PARK, LTD.  
1105 KENSINGTON PARK DR.  
ALTAMONTE SPRINGS, FL 32714

SUBJECT: KENSINGTON PARK, LTD.  
REF: A10314

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The effective date must be specific and cannot be prior to the date of filing.

We received your document on September 15, 2008.

Our records reflect the original certificate of limited partnership was filed on October 8, 1981. Please amend your document accordingly.

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) 245-6911.

Brenda Tadlock  
Senior Section Administrator

FAX Aud. #: H08000214839  
Letter Number: 008A00050272

**FIFTH AMENDMENT TO THE LIMITED PARTNERSHIP AGREEMENT  
OF KENSINGTON PARK, LTD.**

On September 13, 2008, the undersigned General Partner of Kensington Park, Ltd. (KPL), with the consent of its sole Limited Partner, pursuant to the provisions of the Florida Uniform Limited Partnership Act, Section 620.1202 of the Florida Statutes, hereby makes, acknowledges, and files with the Secretary of State of the State of Florida this Fifth Amendment to the Restated Certificate of Limited Partnership of KPL for the purpose of amending such Restated Certificate of Limited Partnership as originally filed with the Secretary of State of the State of Florida on March 19, 1984. In accordance with Section 620.1202 Fla. Stat., KPL amends its Certificate of Limited Partnership as follows:

1. **Name of Limited Partnership:** Kensington Park, Ltd.
2. **Date of filing initial certificate:** October 8, 1981
3. **Specified Effective Date:** September 15, 2008
4. **The Changes this Amendment Makes:** See below

Effective Date 9/15/08

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NOW, THEREFORE, the parties hereto agree that the Restated Certificate of Limited Partnership for KPL shall be amended as follows:

1. By execution hereof, the following Paragraphs of the Restated Certificate of Limited Partnership for KPL are amended as follows:

- a. Paragraph 2 shall now read as stated hereafter: The character of the business is to conduct all legal business in the State of Florida.
- b. Paragraph 4 is ratified and confirmed.
- c. Paragraph 8 shall now read as stated hereafter: Upon dissolution, the assets of the Partnership shall be sold, and the proceeds from the sale or other disposition of

H08000214839

**H08000214839 3**

those assets shall be distributed and paid to all Partners, including the General Partner, in proportion to their respective capital interests.

d. Paragraph 9-D shall now read as stated hereafter: After the applicable requirements for a transfer specified hereinabove have been satisfied, the transferee shall have the right to become a substituted Partner upon: (1.) The written consent of all Partners, both general and limited, is obtained, which consent may be granted or withheld in the sole discretion of each such Partner; and (2.) The payment by the transferee of the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), plus filing fees, to the Partnership to cover the costs and expenses of preparation, execution and recordation of an amendment to this Agreement. In such event, the General Partner will prepare an amendment to the Agreement to be signed and sworn to by him on his own behalf, and as attorney-in-fact for each of the Limited Partners and the transferee. Unless named in this Agreement or unless admitted to the Partnership as provided herein, no person shall be considered a Partner of the Partnership.

e. Paragraph 11-D(3) shall now read as stated hereafter: In settling accounts after dissolution and after adequate provision has been made for payment of liabilities and obligations, the proceeds from the sale of the Partnership's assets shall be distributed to all Partners in proportion to their respective Capital Interests.

f. Paragraph 12 shall now read as stated hereafter: No Limited Partner has the right to demand and receive property other than cash in return for his contribution, except that upon dissolution and after the distribution of proceeds from the sale of the Partnership's interest in Summerlin Eola Land, Ltd., the Limited Partners are entitled to share pro rata in accordance with their Capital Interests in the distribution of the remaining assets, if any, of the Partnership.

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H08000214839 3

2. The Partnership shall continue, and shall not terminate, until all of the Partnership's assets have been sold and all proceeds from the sale of those assets have been distributed to KPL's Partners.

3. This document may be executed in counterpart.

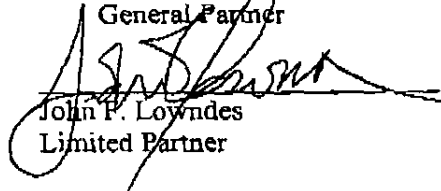
Executed as of the date stated above.

**KENSINGTON PARK, LTD**

By: 

Lester N. Mandell

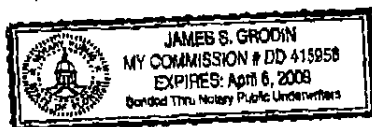
General Partner

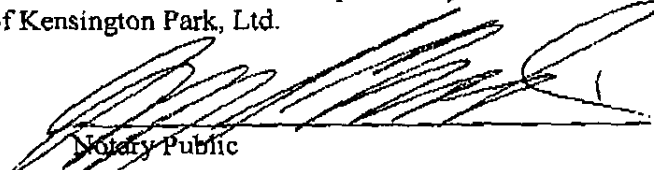
  
John F. Lowndes

Limited Partner

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of September, 200, by Lester N. Mandel who is personally known to me and known to me to be the General Partner of Kensington Park, Ltd. and John F. Lowndes who is personally known to me and known to me to be a Limited Partner of Kensington Park, Ltd.



  
Notary Public

Print Name: James S. Grodin

My commission expires: April 6, 2009

H08000214839 3