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(Requestor's Name)

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(City/State/Zip/Phone #)

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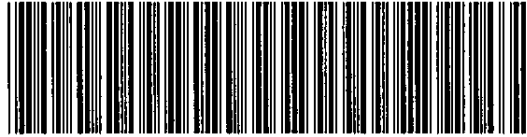
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

JUL 09 2015

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: CRM Associates of Florida Limited Partnership
Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Robert E. Howard, Esq.

Contact Person

Gumberg Asset Management Corp.

Firm/Company

3200 N. Federal Highway

Address

Ft. Lauderdale, Florida 33306

City, State and Zip Code

sonyae@gumberg.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Petra Coole

Name of Contact Person

at (954) 537-2700 Ext. 702

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$52.50 Filing Fee

☐ \$61.25 Filing Fee
and Certificate of
Status

☐ \$105.00 Filing Fee
and Certified Copy

☒ \$113.75 Filing Fee,
Certified Copy, and
Certificate of Status

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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CRM Associates of Florida Limited Partnership

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New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

If Changing Registered Agent, Signature of New Registered Agent

D. If amending the general partner(s), enter the name and business address of each general partner being added or removed from our records: N/A

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
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E. If the limited partnership or limited liability limited partnership is amending its "limited liability limited partnership" status, enter change here: N/A

- ☐ This Limited Partnership hereby elects to be a "Limited Liability Limited Partnership."
- ☐ This Limited Partnership hereby removes its "Limited Liability Limited Partnership" status.

(NOTE: If adding or removing "limited liability limited partnership" status, all general partners must sign this amendment.)

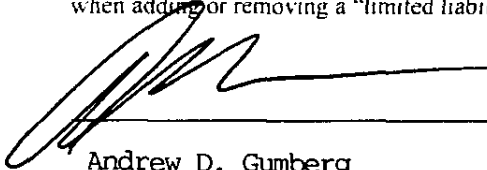
F. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

The Limited Partnership Agreement of CRM Associates of Florida Limited Partnership dated
as of June 23, 2014 (the "Agreement"), has been amended by Amendment to Limited
Partership Agreement dated as of June 22, 2015 (the "Amendment"). Particulars regarding
certain portions of the Amendment are contained in Exhibit "A" hereto.

Effective date, if other than the date of filing: _____
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Signature(s) of a general partner or all general partners*:

(*NOTE: Only one current general partner is required to sign this document unless the limited partnership is adding or removing a "limited liability limited partnership" election statement. Chapter 620, F.S., requires all general partners to sign when adding or removing a "limited liability limited partnership" election statement.)



Andrew D. Gumberg

Signature(s) of all new or dissociating general partner(s), if any:

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75

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EXHIBIT "A"

1. Section 1.5 of the Agreement (captioned "Purposes and Powers") was amended by adding the following:

Notwithstanding anything contained in this Agreement to the contrary, the nature of the business and of the purposes to be conducted and promoted by the Partnership, consist of engaging solely in the following activities:

To acquire, own, hold and otherwise deal with a beneficial interest in "Borrower" (defined in Article IX hereof, captioned "Definitions"), and to do any and all things necessary or incidental to any of the foregoing to carry out and further the business of the Partnership as contemplated herein. The Partnership shall not engage in any business or activity other than set forth in this Section 1.5, and

To engage in any lawful act or activity and to exercise any powers permitted to limited partnerships organized under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above mentioned purposes.

For so long as any obligations under the "Loan Documents" (defined in Article IX hereof) remain outstanding and are not discharged in full, the Partnership shall be a "Special Purpose Entity" (defined in Article IX) and shall comply with the special purpose covenants contained within the Loan Documents.

2. The following was added to the Agreement as ARTICLE IX, DEFINITIONS:

Definitions. The following terms as used herein shall have the following meanings (capitalized terms used but not defined herein have the meanings attributed to them in the Loan Documents):

(a) "**Affiliate**" means, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director or officer of such Person or of an Affiliate of such Person.

(b) "**Borrower**" means Andrew D. Gumberg, as Trustee under the Trust Agreement, dated December 1, 1984, known as the Coral Ridge Shopping Center Trust.

(c) "**Lender**" means JPMorgan Chase Bank, National Association, together with its successors and/or assigns.

(d) "**Loan**" means the loan from Lender to Borrower in the principal amount of \$50,000,000.00, secured by the lien of a first mortgage on the Property.

(e) "**Loan Documents**" means the Mortgage, the Note, the Loan Agreement, the Environmental Indemnity, the Assignment of Management Agreement, the Guaranty, the Cash Management

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Agreement, and all other documents executed and/or delivered in connection with the Loan.

(f) "Special Purpose Entity" means a limited partnership, that, since the date of its formation and at all times on and after the date thereof, has complied with as described below and shall at all times comply with the following requirements unless it has received either prior consent to do otherwise from Lender or a permitted administrative agent thereof, or, while the Loan is securitized, confirmation from each of the applicable Rating Agencies that such noncompliance would not result in the requalification, withdrawal, or downgrade of the ratings of any Securities or any class thereof:

(i) is and shall be organized solely for the purpose of holding a beneficial interest in Borrower;

(ii) has not engaged and shall not engage in any business unrelated to being a beneficiary of Borrower;

(iii) has not owned and shall not own any real property;

(iv) does not have, shall not have and at no time had any assets other than its beneficial interest in Borrower;

(v) has not engaged in, sought, consented or permitted to and shall not engage in, seek, consent to or permit (A) any dissolution, winding up, liquidation, consolidation or merger, (B) any sale or other transfer of all or substantially all of its assets or any sale of assets outside the ordinary course of its business, except as permitted by the Loan Documents, or (C) any transfer of its beneficial interest in Borrower;

(vi) shall not cause, consent to or permit any amendment of its limited partnership agreement, articles of incorporation, articles of organization, certificate of formation, operating agreement or other formation document or organizational document (as applicable) with respect to the matters set forth in this definition;

(vii) has and shall have at least one general partner and has and shall have, as its only general partners, Special Purpose Entities each of which (A) is a corporation or single-member Delaware limited liability company, (B) has one (1) Independent Director, and (C) holds a direct interest as general partner in the limited partnership of not less than 0.5%;

(viii) [intentionally omitted];

(ix) [intentionally omitted];

(x) [intentionally omitted];

(xi) [intentionally omitted];

(xii) has not and shall not (1) dissolve, merge, liquidate, consolidate; (2) sell all or substantially all of its assets; (3) amend its organizational documents or trust agreement, as applicable, with respect to the matters set forth in this definition without the consent of Lender; or (4) without the affirmative vote of one (1) Independent Director of itself or the consent of a Principal that is a member or general partner in it: (A) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding, institute any proceedings under any applicable insolvency law or otherwise seek relief

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under any laws relating to the relief from debts or the protection of debtors generally, file a bankruptcy or insolvency petition or otherwise institute insolvency proceedings; (B) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the entity or a substantial portion of its property; (C) make an assignment for the benefit of the creditors of the entity; or (D) take any action in furtherance of any of the foregoing;

(xiii) has at all times been and shall at all times remain solvent and has paid and shall pay its debts and liabilities (including, a fairly-allocated portion of any personnel and overhead expenses that it shares with any Affiliate) from its assets as the same shall become due, and has maintained and 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;

(xiv) has not failed and shall not fail to correct any known misunderstanding regarding the separate identity of such entity and has not identified and shall not identify itself as a division of any other Person;

(xv) has maintained and shall maintain its bank accounts, books of account, books and records separate from those of any other Person and, to the extent that it is required to file tax returns under applicable law, has filed and shall file its own tax returns, except to the extent that it is required by law to file consolidated tax returns and, if it is a corporation, has not filed and shall not file a consolidated federal income tax return with any other corporation, except to the extent that it is required by law to file consolidated tax returns;

(xvi) has maintained and shall maintain its own records, books, resolutions and agreements;

(xvii) has not commingled and shall not commingle its funds or assets with those of any other Person and has not participated and shall not participate in any cash management system with any other Person;

(xviii) has held and shall hold its assets in its own name;

(xix) has conducted and shall conduct its business in its name or in a name franchised or licensed to it by an entity other than an Affiliate of itself or of Borrower, except for business conducted on behalf of itself by another Person under a business management services agreement that is on commercially-reasonable terms, so long as the manager, or equivalent thereof, under such business management services agreement holds itself out as an agent of Borrower;

(xx) (A) has maintained and shall maintain its financial statements, accounting records and other entity documents separate from those of any other Person; (B) has shown and shall show, in its financial statements, its asset and liabilities separate and apart from those of any other Person; and (C) has not permitted and shall not permit its assets to be listed as assets on the financial statement of any of its Affiliates except as required by GAAP; provided, however, that any such consolidated financial statement contains a note indicating that the Special Purpose Entity's separate assets and credit are not available to pay the debts of such Affiliate and that the Special Purpose Entity's liabilities do not constitute obligations of the consolidated entity;

(xxi) has paid and shall pay its own liabilities and expenses, including the salaries of its own employees, out of its own funds and assets, and has maintained and

shall maintain a sufficient number of employees in light of its contemplated business operations;

(xxii) has observed and shall observe all trust, partnership, corporate or limited liability company formalities, as applicable;

(xxiii) has not incurred any Indebtedness other than (i) acquisition financing with respect to the Property; construction financing with respect to the Improvements and certain off-site improvements required by municipal and other authorities as conditions to the construction of the Improvements; and first mortgage financings secured by the Property; and Indebtedness pursuant to letters of credit, guaranties, interest rate protection agreements and other similar instruments executed and delivered in connection with such financings, (ii) unsecured trade payables and operational debt not evidenced by a note, and (iii) Indebtedness incurred in the financing of equipment and other personal property used on the Property;

(xxiv) shall have no Indebtedness other than (i) the Loan, (ii) liabilities incurred in the ordinary course of business relating to the ownership and operation of the Property and the routine administration of Borrower, in amounts not to exceed 2% of the amount of the Loan which liabilities are not more than sixty (60) days past the date incurred, are not evidenced by a note and are paid when due, and which amounts are normal and reasonable under the circumstances, and (iii) such other liabilities that are permitted pursuant to this Agreement;

(xxv) has not assumed, guaranteed or become obligated and shall not assume or guarantee or become obligated for the debts of any other Person, has not held out and shall not hold out its credit as being available to satisfy the obligations of any other Person or has not pledged and shall not pledge its assets for the benefit of any other Person, in each case except as permitted pursuant to this Agreement;

(xxvi) has not acquired and shall not acquire obligations or securities of its partners, members or shareholders or any other owner or Affiliate;

(xxvii) has allocated and shall allocate fairly and reasonably any overhead expenses that are shared with any of its Affiliates, constituents, or owners, or any guarantors of any of their respective obligations, or any Affiliate of any of the foregoing, including, but not limited to, paying for shared office space and for services performed by any employee of an Affiliate;

(xxviii) has maintained and used and shall maintain and use separate stationery, invoices and checks bearing its name and not bearing the name of any other entity unless such entity is clearly designated as being the Special Purpose Entity's agent;

(xxix) has not pledged and shall not pledge its assets to or for the benefit of any other Person other than with respect to loans secured by the Property and no such pledge remains outstanding except to Lender to secure the Loan;

(xxx) has held itself out and identified itself and shall hold itself out and identify itself as a separate and distinct entity under its own name or in a name franchised or licensed to it by an entity other than an Affiliate of Borrower and not as a division or part of any other Person,

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(xxxix) has maintained and shall maintain its assets in such a manner that it shall not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(xxxvii) has not made and shall not make loans to any Person and has not held and shall not hold evidence of indebtedness issued by any other Person or entity (other than cash and investment-grade securities issued by an entity that is not an Affiliate of or subject to common ownership with such entity);

(xxxviii) has not identified and shall not identify its partners, members or shareholders, or any Affiliate of any of them, as a division or part of it, and has not identified itself and shall not identify itself as a division of any other Person;

(xxxix) other than capital contributions and distributions permitted under the terms of its organizational documents, has not entered into or been a party to, and shall not enter into or be a party to, any transaction with any of its partners, members, shareholders or Affiliates except in the ordinary course of its business and on terms which are commercially reasonable terms comparable to those of an arm's-length transaction with an unrelated third party;

(xxxv) [intentionally omitted];

(xxxvi) [intentionally omitted];

(xxxvii) has not had and shall not have any of its obligations guaranteed by any Affiliate except as provided by the Loan Documents;

(xxxviii) has not formed, acquired or held and shall not form, acquire or hold any subsidiary, except that (A) SPE Beneficiary may hold its interest in Borrower and (B) a Principal may acquire and hold its interest in SPE Beneficiary;

(xxxix) has complied and shall comply with all of the terms and provisions contained in its organizational documents.

(xl) [intentionally omitted];

(xli) has not permitted and shall not permit any Affiliate or constituent party independent access to its bank accounts;

(xlii) is, has always been and shall continue to be duly formed, validly existing, and in good standing in the state of its incorporation or formation and in all other jurisdictions where it is qualified to do business;

(xliii) has paid all taxes which it owes and is not currently involved in any dispute with any taxing authority;

(xliv) is not now, nor has ever been, party to any lawsuit, arbitration, or legal proceeding that resulted in a judgment against it that has not been paid in full;

(xlv) has no judgments or Liens of any nature against it except for tax liens yet due and the Permitted Encumbrances;

(xlvi) has provided Lender with complete financial statements that reflect a fair and accurate view of the entity's financial condition; and

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(xlvii) has no material contingent or actual obligations not related to its beneficial interest in Borrower.

(xlviii) has not had and shall not have any obligation to, and has not indemnified and shall not indemnify its partners, officers, directors or members as the case may be, in each case unless such obligation or indemnification is fully subordinated to the Debt and shall not constitute a claim against it in the event that its cash flow is insufficient to pay the Debt.

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