

7/24/00 **A16636** *Marsha*

Charter Number Only

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274

**ALAN HECHT**  
Requestor's Name  
**2670 NE 215 Street**  
Address  
**Miami, FL 33180**  
City State ZIP Phone

REINSTATEMENT ONLY

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-07/26/00-01031--009  
\*\*\*\*113.75 \*\*\*\*113.75

CORPORATION(S) NAME

**DKH PROPERTIES, LTD.**

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| <input type="checkbox"/> Profit                    | <input type="checkbox"/> Amendment          | <input type="checkbox"/> Merger                            |
| <input type="checkbox"/> NonProfit                 | <input type="checkbox"/> Foreign            | <input type="checkbox"/> Mark                              |
| <input type="checkbox"/> Limited Partnership       | <input type="checkbox"/> Dissolution        | <input checked="" type="checkbox"/> Other <b>LTD</b>       |
| <input type="checkbox"/> Reinstatement             | <input type="checkbox"/> Annual Report      | <input type="checkbox"/> Change of Registered Agent        |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Reservation        | <input checked="" type="checkbox"/> Certificate Under Seal |
| <input type="checkbox"/> Call When Ready           | <input type="checkbox"/> Photo Copies       | <input type="checkbox"/> After 4:30                        |
| <input checked="" type="checkbox"/> Walk In        | <input type="checkbox"/> Call If Problem    | <input type="checkbox"/> Mail Out                          |
| <input type="checkbox"/> Will Wait                 | <input checked="" type="checkbox"/> Pick Up |  |

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Empire Toll Free: 1-800-432-3028

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
DKH PROPERTIES, LTD.**

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Pursuant to the provisions of §620.109, Florida Statutes, this Florida Limited Partnership, whose certificate was filed with the Florida Department of Revenue on March 19, 1984, Reference Number A16636, adopts the following Certificate of Amendment to its Certificate of Limited Partnership.

**FIRST:** The Partnership amends **ARTICLE II** of the Limited Partnership Agreement and substituted the following:

**ARTICLE II**

**BUSINESS OF THE PARTNERSHIP**

The purpose of the limited partnership (the "**PARTNERSHIP**") is limited solely to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the real property located at 33 S. W. 2nd Avenue, Miami, Florida 33130, and more particularly described on Exhibit A (the "**Property**"), (ii) obtain a loan (the "**First Mortgage Loan**") from UBS Principal Finance LLC, (the "**Lender**") which First Mortgage Loan shall be secured a first priority mortgage/deed of trust upon the Property (the "**Mortgage**"), and (iii) transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

1. Notwithstanding any other provision of the Agreement to the contrary, so long as the First Mortgage Loan is outstanding, the **PARTNERSHIP** may not, without the prior written consent of the Lender, do any of the following:

(a) engage in any business or activity other than those set forth in **ARTICLE II** of this Agreement; or

(b) incur any indebtedness or assume or guaranty any indebtedness other than the First Mortgage Loan and unsecured trade debt incurred in the ordinary course of business which is payable within thirty (30) days of when incurred, provided that the total outstanding amount of such trade debt does not exceed any maximum amount provided in the Mortgage at any one time.

**SECOND:** The Partnership adds the following **ARTICLE XX** to the Limited Partnership Agreement:

**ARTICLE XX**

20.1 Notwithstanding any other provision of this Agreement to the contrary, so long as the First Mortgage is outstanding, the **PARTNERSHIP** may not do any of the following:

- 20.1.1 dissolve or liquidate, in whole or in part;
- 20.1.2 consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;
- 20.1.3 amend or cause to be amended this Agreement with respect to changing the sole purpose of the **PARTNERSHIP** or the separateness covenants contained in Paragraph 20.2 hereof; or
- 20.1.4 take any action that might cause the **PARTNERSHIP** to become insolvent.

20.2 Notwithstanding any other provision of this Agreement to the contrary, the **PARTNERSHIP** shall:

- 20.2.1 maintain books and records separate from any other person or entity;
- 20.2.2 maintain its bank accounts separate from any other person or entity;
- 20.2.3 not commingle its funds and other assets with those of any other person or entity and hold all of its assets in its own name;
- 20.2.4 file its own tax returns;
- 20.2.5 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 or entity;
- 20.2.6 not do any act which would make it impossible to carry its ordinary business;
- 20.2.7 conduct its own business in its own name;
- 20.2.8 maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;
- 20.2.9 pay its own liabilities and expenses only out of its own funds;
- 20.2.10 as appropriate for the organizational structure of the Corporation and the **PARTNERSHIP**, observe all corporate and other organizational formalities;

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- 20.2.11 maintain an office through which its business will be conducted separate and apart from those of its affiliates and maintain an arm's length relationship with its affiliates and enter into transactions with affiliates only on a commercially reasonable basis;
- 20.2.12 pay the salaries of its own employees from its own funds;
- 20.2.13 maintain a sufficient number of employees in light of its contemplated business operations;
- 20.2.14 not guarantee or become obligated for the debts of any other entity or person;
- 20.2.15 not hold out its credit as being available to satisfy the obligations of any other person or entity;
- 20.2.16 not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;
- 20.2.17 not make loans to any other person or entity or buy or hold evidence of indebtedness issued by any other person or entity (except for cash and investment-grade securities);
- 20.2.18 allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- 20.2.19 use separate stationery, invoices and checks bearing its own name;
- 20.2.20 not pledge its assets for the benefit of any other person or entity;
- 20.2.21 hold itself out as a separate entity;
- 20.2.22 correct any known misunderstanding regarding its separate identity;
- 20.2.23 not identify itself as a division or part of any other person or entity;
- 20.2.24 maintain adequate capital in light of its contemplated business operations;
- 20.2.25 be and remain solvent and pay its debt from its assets as the same shall become due;
- 20.2.26 conduct and operate its business as presently conducted and operated;
- 20.2.27 not acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or other evidence of beneficial ownership of, any entity; and
- 20.2.28 not hold title to the **PARTNERSHIP'S** assets other than in the **PARTNERSHIP'S**

name.

20.3 So long as the First Mortgage is outstanding, the **PARTNERSHIP** shall have at least one **GENERAL PARTNER** (the "Special Purpose Entity") that is a corporation that complies with all of the criteria described above under Paragraph 20.2 of this Agreement except as modified to reflect the corporation's position as a **GENERAL PARTNER** of the **PARTNERSHIP**, that has at least a one percent (1.0%) ownership interest in the **PARTNERSHIP** and that has an Independent Director. An "Independent Director" shall mean a director of the Special Purpose Entity who is not at the time of initial appointment and has not been at any time during the preceding five (5) years and shall not be at any time while serving as Independent Director: (a) a stockholder, director, officer, employee, partner or member of the Special Purpose Entity or the **PARTNERSHIP** or any affiliate of either of them; (b) a customer, supplier or other person who derives more than 10% of its purchases or revenues from its activities with the Special Purpose Entity or the **PARTNERSHIP** or any affiliate of either of them or an employee of such customer, supplier or other person; (c) a person or other entity controlling or under common control with any such stockholder, director, officer, employee, partner, member, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, member, customer, supplier or other person. (As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise).

20.4 Notwithstanding any other provision of this Agreement to the contrary, the unanimous consent of all partners (including that of the Special Purpose Entity, which will in turn require the vote of an Independent Director) is required for the **PARTNERSHIP** to:

- 20.4.1 institute proceedings to be adjudicated bankrupt or insolvent;
- 20.4.2 consent to the institution of bankruptcy or insolvency proceedings against it;
- 20.4.3 file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy;
- 20.4.4 seek or consent to the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any other similar official of the **PARTNERSHIP** or a substantial part of its properties;
- 20.4.5 make any assignment for the benefit of creditors;
- 20.4.6 admit in writing its inability to pay its debts generally as they become due;
- 20.4.7 otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;
- 20.4.8 take any action in furtherance of any of the preceding actions;
- 20.4.9 engage in transactions with affiliates; or

20.4.10 except as otherwise provided in Paragraph 20.1.3 hereof, amend the organizational documents of the **PARTNERSHIP**.

20.5 If there are one or more **GENERAL PARTNERS** of the **PARTNERSHIP** in addition to the Special Purpose Entity, notwithstanding any other provision of this Agreement to the contrary, the **PARTNERSHIP** shall continue (and not dissolve) for so long as a solvent **GENERAL PARTNER**/managing member exists.

20.6 Notwithstanding any other provision of this Agreement to the contrary, so long as the First Mortgage Loan is outstanding, no partner/member of the **PARTNERSHIP** may transfer any direct or indirect ownership interest in the **PARTNERSHIP** such that any transferee and/or transferees owns (in the aggregate) more than a 49% interest in the **PARTNERSHIP** (or such other interest as specified in the Mortgage) without the consent of Lender and unless such transfer is conditioned upon the delivery of an acceptable Non-Consolidation Opinion (as defined below) to the Lender and to any nationally recognized rating agency which has been requested by the Lender or any transferee of the Lender to rate any issue of securities issued in respect of a pool of mortgage loans which includes the First Mortgage Loan (the "Certificates") and which is then rating, or expected to rate, such Certificates (individually, a "Rating Agency"), concerning, as applicable, the **PARTNERSHIP**, the new transferee and/or their respective owners.

20.7 For purposes of this Paragraph, "Non-Consolidation Opinion" shall mean an opinion of counsel to the **PARTNERSHIP** (reasonably satisfactory to the Lender and each Rating Agency in form and substance, from counsel reasonably satisfactory to the Lender and each Rating Agency and containing assumptions, limitations and qualifications customary for opinions of such type) to the effect that a court of competent jurisdiction in a proceeding under the United States Bankruptcy Code would not consolidate the assets and liabilities of the **PARTNERSHIP** with those of any partner/member or affiliate thereof which became a debtor under the United States Bankruptcy Code, and if applicable to the **PARTNERSHIP**, that any such transfer would not be a fraudulent conveyance under the United States Bankruptcy Code.

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

**FOURTH:** Signatures of General Partners:

**DONNER MANAGEMENT CO., INC.,**  
a Florida Corporation

**ALSR HOLDING CORPORATION,**  
a Florida Corporation

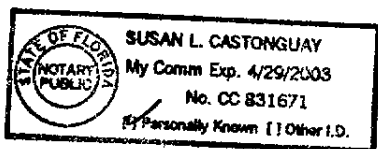
BY:   
**William I. Donner, its President**

BY:   
**Alan R. Hecht, its Vice-President**

STATE OF FLORIDA)  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 20 day of July, 2000, by **WILLIAM I. DONNER**, as President of **DONNER MANAGEMENT CO., INC.**, a Florida Corporation, who is ☒ personally known to me as the person described in and who executed the foregoing or ☐ who has produced \_\_\_\_\_ as identification, and who did ☒, did not ☐, take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, the day and year first written above.



Susan L. Castonguay

(Printed Name of Notary)

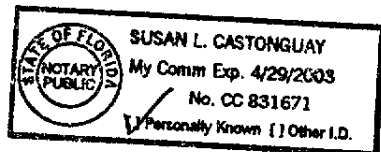
Serial Number of Notary  
Notary Public, State of Florida  
My Commission Expires:

00 JUL 26 AM 10:40  
DIVISION OF CORPORATIONS  
STATE OF FLORIDA

STATE OF FLORIDA)  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 20 day of July, 2000, by the **ALAN R. HECHT**, as Vice President of **ALSR HOLDING CORPORATION**, a Florida Corporation, who is ☒ personally known to me as the person described in and who executed the foregoing or ☐ who has produced \_\_\_\_\_ as identification, and who did ☒, did not ☐, take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Dade County, Florida, the day and year first written above.



Susan L. Castonguay

(Printed Name of Notary)

Serial Number of Notary  
Notary Public, State of Florida  
My Commission Expires: