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***105.00 ***105.00

CORPORATION NAME(S) AND DOCUMENT NUMBER(S) if known:

Rainbow Springs Limited

NEED TODAY

☐ Photocopy

☐ CERTIFICATE OF STATUS

☐ CERTIFICATE OF GOOD
STANDING

☐ Certified Copy

☐ ARTICLES ONLY

☐ ALL CHARTER DOCS TO
INCLUDE ARTS & AMENDS

☐ CERTIFICATE OF FICTITIOUS
NAME

☐ FICTITIOUS NAME SEARCH

☐ CORP SEARCH

NEW FILINGS
Profit
NonProfit
Limited Liability
Domestication
Other

AMENDMENTS
<input checked="" type="checkbox"/> Amendment
<input type="checkbox"/> Resignation of RA Officer/Director
<input type="checkbox"/> Change of Registered Agent
<input type="checkbox"/> Dissolution/Withdrawal
<input type="checkbox"/> Merger

OTHER FILINGS
Annual Report
Fictitious Name
Name Reservation

REGISTRATION/QUALIFICATION
<input type="checkbox"/> Foreign
<input checked="" type="checkbox"/> Limited Partnership
<input type="checkbox"/> Reinstatement
<input type="checkbox"/> Trademark
<input type="checkbox"/> Other

RECEIVED

7/31

FIFTH AMENDMENT TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
RAINBOW SPRINGS, LIMITED
(Pursuant to Section 620.109, Florida Statutes)

STATE OF FLORIDA
COUNTY OF MARION

FILED
DIVISION OF CORPORATIONS
JUL 31 PM 1:52

The undersigned, desiring to amend the Certificate of Limited Partnership of Rainbow Springs, Limited, do hereby certify and swear to the following:

FIRST: The name of the limited partnership is Rainbow Springs, Limited (the "Partnership").

SECOND: The original Certificate of Limited Partnership of the Partnership was filed with the Secretary of State on June 20, 1984.

THIRD: The amendment of the Certificate of Limited Partnership filed by the Partnership effected by this Certificate of Amendment is to add Articles SIXTH through FIFTEENTH as follows:

"SIXTH: The nature of business to be transacted or the purpose to be promoted or carried out by the Partnership shall consist of the sale, lease, maintenance, operation, mortgage, development and construction of real properties and buildings located in Marion County, Florida (collectively, the "Real Property") and personal property and fixtures associated with such Real Property and such activities as are necessary, incidental or appropriate in connection therewith.

SEVENTH: Notwithstanding any other provisions of this Amendment or in the Partnership Agreement and so long as any obligations arising under the Note, Mortgage and other loan documents (collectively, the "Loan Documents") in favor of Fairfax, Inc. as lender (the "Mortgagee") remain outstanding and not discharged in full, without the prior written consent of the Mortgagee, (i) the power of the Partnership to incur indebtedness shall be limited to incurring trade payables in the ordinary course of business related to the ownership and operation of the Real Property; except, however that the Partnership is hereby authorized to incur other indebtedness expressly permitted by the Workout Agreement dated June 30, 2000 between the Mortgagee and the Partnership, and to grant a mortgage, lien or liens on the Partnership's Property to secure such obligations, and (ii) there shall be no transfer of any membership interests except as otherwise as specifically permitted in Workout Agreement.

EIGHTH: Notwithstanding anything herein or in the Partnership Agreement to the contrary, the Partnership shall not engage in any dissolution, liquidation, consolidation, merger, sale of all or substantially all of its assets or amendment, modification or alteration of its Partnership Agreement at any time when any debt secured by the Mortgage is outstanding without the consent of Mortgagee.

NINTH: The Partnership shall be dissolved only (i) as provided in the Partnership Agreement, or (ii) when required by law or judicial action.

TENTH: The Partnership shall:

(a) not commingle its assets or funds with those of any other entity and hold its assets in its own name;

(b) conduct its own business in its own name;

(c) maintain bank accounts, books, records, accounts and financial statements separate from any other entity;

(d) maintain its books, records, resolutions and agreements as official records and separate from any other entity;

(e) pay its own liabilities out of its own funds;

(f) maintain adequate capital in light of contemplated business operations;

(g) hold regular meetings, as appropriate, to conduct the business of the Partnership and observe all customary limited partnership organizational and operational formalities;

(h) maintain an arm's length relationship with its affiliates and pursuant to enforceable agreements;

(i) pay the salaries of its own employees and maintain a sufficient number of employees in light of contemplated business operations;

(j) except as to the existing guaranty of the Southtrust loan to the Rainbow Springs Utilities LLC, not guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others;

(k) not acquire obligations or securities of affiliates or shareholders;

(l) not make loans or advances to any other person or entity;

(m) allocate fairly and reasonably any overhead for shared office space with affiliates;

(n) use separate stationery, invoices, and checks;

(o) not pledge its assets for the benefit of any other entity;

(p) hold itself out to creditors and the public as a separate and distinct entity and correct any known misunderstanding regarding its separate identity; and

(q) not identify itself or any of its affiliates as a division or part of the other;

(r) not permit Partnership funds to be used pay any part of the Construction Term Loan between Rainbow Springs Utilities LLC and Southtrust Bank or any affiliates to guarantee or pay its obligations (other than limited guarantees, if any, set forth in the Loan Documents or the Workout Agreement) and then to seek reimbursement of any such payments from Rainbow Springs Utilities LLC;

(s) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets; and

(t) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group.

ELEVENTH: The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Partner shall not cause the termination or dissolution of the Partnership and the business of the 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 Partnership Interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Partner. The foregoing shall apply to the extent permitted by applicable law.

TWELFTH: Notwithstanding the foregoing and so long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Partnership shall have no authority, unless action has been approved by the unanimous vote of the Corporation's Board of Directors and the unanimous vote of all Partners, to file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any applicable federal or state law relating to bankruptcy,

insolvency, or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership's debt or take any action in furtherance of any action.

THIRTEENTH: So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Partnership shall have a corporate member having articles of incorporation containing the restrictions and terms set forth in Articles eleventh through sixteenth of Chase Ventures, Inc.'s amended Certificate of Incorporation and CVI Associates Limited Partnership's amended Certificate of Limited Partnership as of the date hereof.

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

FIFTEENTH: This Certificate of Amendment may be amended or modified from time to time only by a written instrument executed by all Partners of the Partnership."

FOURTH: The foregoing Amendment of the Certificate Limited Partnership of the Partnership was authorized by a majority in interest of the Partners of the Partnership entitled to vote therein.


FIFTH: The undersigned hereby ratify and confirm that the Certificate of Limited Partnership of Rainbow Springs, Limited, as amended herein in all other respects.

FILED
CLERK OF SUPERIOR COURT
JAN 11 2006
PM 1:52

IN WITNESS WHEREOF, the undersigned have subscribed this document on the date set forth below and do hereby affirm, under penalties of perjury, that the statements contained therein are true and correct.


Executed this 30th day of June, 2000.

GENERAL PARTNERS:
CHASE VENTURES, INC.


By: 
Cheryl A. Chase
President

CVI ASSOCIATES LIMITED PARTNERSHIP


By: Chase Ventures, Inc.
Its General Partner

By: 
Cheryl A. Chase
President

LIMITED PARTNERS:
CHASE VENTURES, INC.

By: 
Cheryl A. Chase
President

STEELE LLC

By: 
Richard B. Steele
Managing Member

RECORDED
JUL 31 PM 1:52
CLERK OF SUPERIOR COURT
COUNTY OF COVINGTON

STATE OF CONNECTICUT)

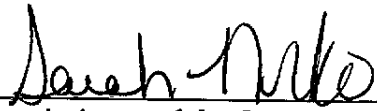
) SS: HARTFORD
COUNTY OF HARTFORD)

, 2000

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 JUL 31 PM 1:52

Before me, the undersigned authority, personally appeared Cheryl A. Chase, President of Chase Ventures, Inc., a Delaware corporation, on behalf of the corporation, who first being sworn, acknowledged that she executed the foregoing instrument freely and voluntarily for the purposes stated herein, on behalf of said corporation.

Sworn to before me this 30th day of June, 2000.


Commissioner of the Superior Court
Notary Public

My commission expires:

SARAH NORKO

NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 31, 2002

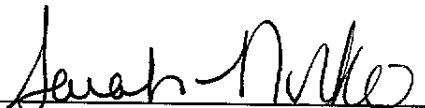
STATE OF CONNECTICUT)

) SS: HARTFORD
COUNTY OF HARTFORD)

, 2000

Before me, the undersigned authority, personally appeared Cheryl A. Chase, President of Chase Ventures, Inc., a Delaware corporation, on behalf of the corporation as General Partner of CVI Associates Limited Partnership, who first being sworn, acknowledged that she executed the foregoing instrument freely and voluntarily for the purposes stated herein, on behalf of said corporation.

Sworn to before me this 30th day of June, 2000.


Commissioner of the Superior Court
Notary Public

My commission expires:


SARAH NORKO

NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 31, 2002

, 2000

00 JUL 31 PM 1:52
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE


Commissioner of the Superior Court
Notary Public
My commission expires
SARAH NORKO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2002

MY COMMISSION EXPIRES MAY 31, 2002

, 2000

Nancy Dowdy
Commissioner of the Superior Court
Notary Public
My commission expires:
12/16/06