

A 22878

CAPITOL SERVICES d/a
PARALEGAL & ATTORNEY SERVICE BUREAU, INC.

(Requestor's Name)

1406 Hays Street, Suite 2

(Address)

Tallahassee, FL 32301 (904) 656-3992

(City, State, Zip)

(Phone #)

OFFICE USE ONLY

100003386461--1

-09/08/00--01043--012

*****43.75 *****43.75

100003386461--1

-09/08/00--01043--013

*****61.25 *****61.25

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

1. The Crossings of Orlando, Ltd. A 22878
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☒ Walk in

☒ Pick up time 9/8

☒ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

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

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 SEP - 8 PM 1:48
00 SEP - 8 AM 11:05

7

BTC 9/8

Examiner's Initials

**THIRD AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF THE CROSSINGS OF ORLANDO, LTD.**

RECEIVED
DIVISION OF CORPORATIONS
SEP - 8 PM 1:48

The undersigned party, in accordance with Florida Statute 620.109(2)(a) and pursuant to Paragraphs 10 and 11 of the Certificate of Limited Partnership of THE CROSSINGS OF ORLANDO, LTD., dated June 27, 1986, and filed with the Florida Department of State on July 9, 1986, as amended (hereinafter collectively referred to as the "Certificate"), hereby amends the aforesaid Certificate as follows, to wit:

1. Paragraph 2 of the Certificate which sets forth the purpose of the Limited Partnership is hereby amended by adding the following thereto, to wit:

"The Limited Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the real estate project known as The Crossings of Orlando Shopping Center, located in the southeast quadrant of the intersection of Lancaster Road and Orange Blossom Trail (a/k/a U.S. 17-92/441) in Orlando, Florida (the "Property"), and activities incidental thereto."

2. Paragraph 13 of the Certificate is hereby deleted in its entirety and the following paragraph is substituted in its place and stead, to wit:

"13. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the Limited Partnership and the business of the Limited 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 Limited Partnership interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent partner."

3. The following paragraphs shall be added to the Certificate as Paragraphs 15, 16, 17 and 18, to wit:

"15. Notwithstanding any other provisions of this Certificate and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property as a "Security Instrument") remain outstanding and not discharged in full, without the consent of all partners, the Limited Partnership shall have no authority on behalf of the Limited Partnership to:

- (i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one (1%) percent of the outstanding obligations secured by the Security Instrument;
- (ii) seek the dissolution or winding up, in whole or in part, of the Limited Partnership;
- (iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Limited Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Limited Partnership, or file a petition seeking or consenting to reorganization or relief of the Limited Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Limited Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Limited Partnership or of all or any substantial part of the properties and assets of the Limited Partnership, or make any general assignment for the benefit of creditors of the Limited Partnership, or admit in writing the inability of the Limited Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Limited Partnership debt or take any action in furtherance of any such action; or
- (v) amend, modify or alter Paragraphs 2, 13, 15, 16, 17 or 18: of the Certificate.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Limited Partnership shall have no authority to take any action in items (i) through (iii) and (v) without the written consent of the holder of the Security Instrument.

RECORDED
09 SEP 8 11:48
COUNTY OF LOS ANGELES
CLERK OF SUPERIOR COURT

16. All property owned by the Limited Partnership shall be owned by the Limited Partnership as an entity and, insofar as permitted by applicable law, no partner shall have any ownership interest in any Limited Partnership property in its individual name or right, and each partner's interest in the Limited Partnership shall be personal property for all purposes.
17. The Limited Partnership has not and shall not:
 - (i) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;
 - (ii) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of this Certificate of Limited Partnership, or the Limited Partnership's Partnership Agreement;
 - (iii) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;
 - (iv) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Limited Partnership permitted by the Security Instrument and properly accounted for;
 - (v) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor [as defined in the Security Instrument]) or fail to pay its debts and liabilities solely from its own assets;
 - (vi) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Limited Partnership, the affiliates of a partner or member of the Limited Partnership and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and

- susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Limited Partnership;
- (vii) enter into any contract or agreement with any partner, member, principal or affiliate of the Limited Partnership or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the Limited Partnership, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;
 - (viii) fail to correct any known misunderstandings regarding the separate identity of the Limited Partnership;
 - (ix) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Limited Partnership (except for a Guarantor or Indemnitor [as defined in the Security Instrument]);
 - (x) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Limited Partnership, or any partner, member, principal or affiliate thereof;
 - (xi) fail to file its own tax returns or to use separate contracts, purchase orders, stationary, invoices and checks;
 - (xii) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Limited Partnership is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Limited Partnership or any partner, member, principal or affiliate thereof);
 - (xiii) fail to allocate fairly and reasonably among the Limited Partnership and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
 - (xiv) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

- RECEIVED
DIVISION OF CORPORATIONS
03 SEP 18 PM 1:48
- (xv) fail to 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;
 - (xvi) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Limited Partnership, (ii) any affiliate of a partner, principal, member or affiliate of the Limited Partnership, or (iii) any other person or entity or allow any person or entity to identify the Limited Partnership as a department or division of that person or entity; or
 - (xvii) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Limited Partnership or the creditors of any other person or entity.
18. Notwithstanding any provision hereof to the contrary, any indemnification claim against the Limited Partnership arising under this Certificate or the laws of the state of organization of the Limited Partnership shall be fully subordinate to any obligations of the Limited Partnership arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Limited Partnership to the extent of, and shall be paid by the Limited Partnership in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents."

4. This amendment shall be effective as of September 1, 2000.
5. Except as modified herein, the parties hereto acknowledge that the Certificate shall remain and continue in full force and effect and is hereby ratified and confirmed.

IN WITNESS THEREOF, the general partners, and the assigning and assigning and remaining limited partners have executed this Second Amendment to the Agreement this _____ day _____ of September, 2000.

WITNESSES:

James K...
Victor L. Stosik

GENERAL PARTNER:

LANCASTER DEVCORP, INC., a Florida corporation

By: *W. Douglas Pitts*
W. Douglas Pitts
President

FILED
STATE
SECRETARY OF CORPORATIONS
00 SEP -8 PM 1:48

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS:

The foregoing instrument was acknowledged before me by W. Douglas Pitts as President of Lancaster Devcorp, Inc., a Florida corporation, the general partner of The Crossings of Orlando, Ltd., a Florida limited partnership, this 7th day of September, 2000. He is personally known to me and did not take an oath.

Victor L. Stosik

Name: _____
Notary Public, State of Florida

My Commission Expires:

