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LIMITED PARTNERSHIP AMENDMENT

D & C-SUNRISE & FLAMINGO, LTD.

Certificate of Status	0
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**AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP OF D & C - SUNRISE & FLAMINGO,  
LTD.**

OFFICE OF STATE  
 REVENUE, FLORIDA

The Certificate of Limited Partnership of D & C - Sunrise & Flamingo, Ltd., a Florida limited partnership (the "Partnership"), filed with the Florida Secretary of State on March 29, 1989 and amended by Amendments to the Certificate of Limited Partnership filed with the Florida Secretary of State on December 15, 1989 and February 19, 1992 (collectively, the "Certificate") is hereby amended a third time as set forth below and this document shall constitute the Third Amendment to such Certificate and is dated October 30, 2004.

Section 2.2 of the Certificate is hereby deleted and substituted therefor is the following:

2.2. **Purpose.** The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project known as Shoppes of Plantation Acres, located in Plantation, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

A new Section 7 is added to the Certificate as follows:

7. **Powers and Duties Limitation.** Notwithstanding any other provisions of the Certificate and so long as any portion of the Loan (as defined below) remains outstanding and not discharged in full, without the consent of all partners, the General Partner shall have no authority to:

- (i) cause or allow the Partnership to engage in any business or activity other than those permitted hereby or own any assets other than those related to the Property;
- (ii) do any act which would make it impossible for the Partnership to carry on its ordinary business;
- (iii) borrow money or incur indebtedness on behalf of the Partnership other than normal trade accounts and lease obligations incurred in the ordinary course of business, or grant consensual liens on the Partnership's property; except, however, that the General Partner is hereby authorized to secure financing (the "Loan") for the Partnership from Column Financial, Inc. in such amount and on such terms as the General Partner may elect, and to grant a mortgage, deed of trust, lien or liens on the Partnership's Property to secure such Loan, as well as incur other indebtedness to the extent expressly authorized pursuant to the documents evidencing the Loan;
- (iv) dissolve or liquidate the Partnership, in whole or in part;
- (v) sell or lease or otherwise dispose of all or substantially all of the assets of the Partnership except in a manner, if any, consistent with the requirements of the documents evidencing the Loan;
- (vi) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

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, sequestration, 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 debt or take any action in furtherance of any action;

(vii) amend, modify or alter the Certificate, as amended hereby, or the Agreement of Limited Partnership of the Partnership; or

(viii) merge or consolidate with any other entity.

So long as any obligations under the Loan remain outstanding and not discharged in full, the General Partner shall have no authority (1) to take any action in items (i) through (viii) above unless such action has been consented to by all the Limited Partners of the Partnership, or (2) to take any action in items (i) through (v) and (vii) and (viii) without the written consent of the holder of the Loan.

A new Section 8 is added to the Certificate as follows:

8. Title to Partnership Property. 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 Partnership's interest shall be personal property for all purposes.

A new Section 9 is added to the Certificate as follows:

9. Separateness/Operation Matters. The Partnership shall:

(i) maintain books and records and bank accounts separate from those of any other person;

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

(iii) hold regular Partnership meetings, as appropriate, to conduct the business of the Partnership, and observe all other Partnership formalities;

(iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

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(v) prepare separate tax returns and financial statements and not permit its assets to be listed as assets on the financial statements of any other entity, or if part of a consolidated group, then it will be shown as a separate member of such group;

(vi) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;

(vii) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements, the terms of which are intrinsically fair, commercially reasonable and are no less favorable than would be obtained in a comparable transaction with an unrelated third party;

(viii) conduct business in its own name, and use separate stationery, invoices and checks;

(ix) not commingle its assets or funds with those of any other person;

(x) not assume, guarantee or pay the debts or obligations of any other person or hold out its credit as being available to satisfy the obligations of others;

(xi) neither make any loans or advances to any person or entity nor hold evidence of indebtedness issued by any person or entity;

(xii) timely pay all of its tax obligations;

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

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

(xv) correct any known misunderstanding regarding its separate identity;

(xvi) not acquire any securities or obligations of its partners or any affiliate;

(xvii) cause the partners and other representatives of the Partnership to act at all times with respect to the Partnership consistent and in furtherance of the foregoing and in the best interests of the Partnership while simultaneously considering the interests of its creditors;

(xviii) maintain adequate capital in light of the Partnership's contemplated business purpose, transactions and liabilities;

(xix) remain solvent and pay all of its debts and liabilities from its assets as they become due; and

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(xvii) cause the Partners and other representatives of the Partnership to act at all times with respect to the Partnership consistent and in furtherance of the foregoing and in the best interests of the Partnership while simultaneously considering the interests of its creditors;

(xviii) maintain adequate capital in light of the Partnership's contemplated business purpose, transactions and liabilities;

(xix) remain solvent and pay all of its debts and liabilities from its assets as they become due; and

(xx) not identify any of its Partners or any affiliate thereof as a division or part of the Partnership, and will not identify itself as a division or part of any other entity.

A new Section 23 is added as follows:

23. Subordination of Indemnities. All indemnification obligations of the Partnership are fully subordinated to any obligations relative to the Loan or respecting the Property and such indemnification obligations shall in no event constitute a claim against the Partnership if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations.

Except as amended by the terms of this Amendment to Agreement of Limited Partnership, the Agreement shall remain in full force and effect.

In witness whereof the parties have executed this Amendment this 30<sup>th</sup> day of October, 2004.

General Partner

Chandler

Limited Partners:

Chandler

Frank K. Chandler, Jr.

A. Formation of the Tenant with the Florida Secretary of State. Landlord recognizes and acknowledges that the party signing for Tenant has no personal liability under this Lease.

B. Issuance of a building permit by the City of Planation for Tenant's contemplated improvements. 2004 NOV -

C. Issuance of an occupational license by the City of Plantation as evidence of the City's approval of Tenant's proposed operation (including interior pool tables [2] and exterior dining).

D. Execution of a satisfactory stock purchase agreement among the principals of certain Quarterdeck locations and Chandler.

**Witnesses:**

Erna Taves

Jessie Newman

P. Samers  
 Pagan Samers

Library of Congress

**Tenant**

Quarterdeck Sunrise, L.C., a Florida limited liability partnership to be formed

By:

Title:

**Landlord:**

D&C-Sunrise & Flamingo, Ltd., a Florida limited partnership.

**By:**

Title: