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CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 248158 7356838

AUTHORIZATION :

*Patricia Pigato*

COST LIMIT : \$ 236.25

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TALLAHASSEE, FLORIDA

ORDER DATE : March 9, 2005

ORDER TIME : 2:21 PM

ORDER NO. : 248158-025

CUSTOMER NO: 7356838

CUSTOMER: Ms. Jeane Dempsey  
Smith, Gambrell & Russell Llp  
Suite 2600  
50 North Laura Street  
Jacksonville, FL 32202

DOMESTIC AMENDMENT FILING

NAME: CEK OF LEON COUTNY, LTD.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY \*\*NEED 3 PLEASE\*\*\*  
XX CERTIFICATE OF GOOD STANDING \*\*NEED 3 PLEASE\*\*\*

CONTACT PERSON: Susie Knight -- EXT# 2956

EXAMINER'S INITIALS: \_\_\_\_\_

CERTIFICATE OF AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
CEK OF LEON COUNTY, LTD.

FILED  
05 MAR -9 AM 7:31  
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TALLAHASSEE, FLORIDA

CEK OF LEON COUNTY, LTD. (the "Partnership") hereby files its Certificate of Amendment to Certificate of Limited Partnership, as follows:

1. **Name:** The name of the Partnership is CEK of Leon County, Ltd.
2. **Filing Date:** The date of filing the Certificate of Limited Partnership the ("Certificate") was October 11, 1990.
3. **Activities:** Section 2. of the Certificate is hereby amended to read in its entirety as follows:
  - a. **Permitted Activities:** The purpose of the Partnership is to engage in any lawful business in which a Florida limited partnership may engage. Provided, however, that for so long as any mortgage lien exists in favor of Deutsche Bank Mortgage Capital, L.L.P., its successors or assigns (the "First Mortgage"), the nature of the business of the Partnership, and of the purposes to be conducted and promoted by the Partnership is to engage solely in the following activities: (i) to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with certain parcels of real property, together with all improvements located thereon, in the City of Tallahassee, State of Florida (the "Property"), as permitted under the First Mortgage and other documents governing or securing the repayment of the indebtedness secured thereby (collectively, the "Loan Documents"); (ii) to exercise all powers enumerated in the laws of the State of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.
  - b. **Prohibited Activities:** For so long as the First Mortgage exists on any portion of the Property, the Partnership shall not incur, assume, or guaranty any other indebtedness other than in an amount necessary to acquire, operate and maintain the Property. For so long as the First Mortgage exists on any portion of the Property, the Partnership: (i) shall not dissolve, liquidate, merge or sell substantially all of its assets; (ii) will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the Partners of the Partnership; and (iii) will make no material amendment to this Limited Partnership Certificate without first obtaining approval of the holder of the First Mortgage, or, after the securitization of the Loan, only if the Partnership receives (x) confirmation from each of the applicable rating agencies that the amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (y) approval of the amendment by the holder of the First Mortgage.

Further, so long as the First Mortgage exists on any portion of the Property, no transfer of any direct or indirect ownership interest in the Partnership may be made such that the transferee owns, in the aggregate, with the ownership interests of its affiliates and family members in the Partnership, more than forty-nine percent (49%) interest in the Partnership, unless the transfer is consented to by the holder of the First Mortgage, and the applicable rating agencies confirm that the transfer will not result in a qualification, withdrawal or downgrade of any securities rating.

4. **Term:** Section 6 of the Certificate is hereby amended to read in its entirety as follows:
  - a. The term for which the Partnership is to exist shall commence on the date of filing of this Certificate and shall continue until October 1, 2035, unless sooner dissolved and terminated as provided in the Partnership's Agreement of Limited Partnership or by law.
5. **Dissolution Date.** The latest date on which the Partnership is to dissolve is October 1, 2035.
6. **Execution and Filing.** This Certificate of Amendment to Certificate of Limited Partnership is being executed and filed in accordance with the provisions of §620.109, *Florida Statutes*.

IN WITNESS WHEREOF, the General Partner has executed this Certificate of amendment to Certificate of Limited Partnership this 7<sup>th</sup> day of March, 2005.

CEK OF LEON COUNTY, INC.

By:   
Charles M. Thompson, President