

Division of Corporations

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**LIMITED PARTNERSHIP AMENDMENT**

**NORTHGATE SQUARE PARTNERS, LTD.**

Certificate of Status	1
Certified Copy	1
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**AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
NORTHGATE SQUARE PARTNERS, LTD.  
a Florida limited partnership**

This Florida limited partnership, whose certificate was originally filed with the Florida Department of State on September 10, 1993 and is now being superseded hereby, adopts the following amended and restated certificate of limited partnership, which was duly executed and is being filed in accordance with the provisions of Section 620.109, Florida Statutes:

**ARTICLE I**

The name of the limited partnership is Northgate Square Partners, Ltd., a Florida limited partnership (the "Partnership").

**ARTICLE II**

The address of the office at which the records of the Partnership will be kept, as required by Section 620.106, Florida Statutes, is 7500 College Parkway, Fort Myers, Florida 33907.

**ARTICLE III**

The name and address of the Partnership's agent for service of process is:

Northgate Square, Inc., a Florida corporation  
7500 College Parkway  
Fort Myers, FL 33907

**ARTICLE IV**

The mailing address of the Partnership is 7500 College Parkway, Fort Myers, Florida 33907.

**ARTICLE V**

The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project known as Northgate Square Shopping Center, located in Hillsborough County, Florida (the "Property") and such activities as are necessary, incidental

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or appropriate in connection therewith. The Partnership does not and will not acquire any assets other than those related to its interests in and operation of the Property.

**ARTICLE VI**

Notwithstanding any contrary provisions in the Amended and Restated Limited Partnership Agreement, so long as any obligation secured by the Mortgage (as defined below) remains outstanding and not discharged in full, without the consent of all limited partners, the General Partner shall have no authority to:

- (i) borrow money or incur indebtedness on behalf of the Partnership other than normal trade accounts payable and lease obligations in the ordinary course of business (provided that any indebtedness incurred in the ordinary course of business must be payable within 60 days of when it was incurred and such indebtedness, in the aggregate, cannot exceed \$365,000.00), or grant consensual liens on the Partnership's property; except, however, that the General Partner is hereby authorized to secure financing for the Partnership in the amount of \$7,300,000.00 pursuant to the terms of the Second Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Financing Statement, dated December 17, 2003, executed by the Partnership in favor of GMAC Commercial Mortgage Corporation, a California corporation and subsequently assigned to Teacher's Insurance and Annuity Association of America, a New York corporation (the "Mortgage") and other indebtedness expressly permitted therein or in the documents related to the Mortgage, and to grant a mortgage, lien or liens on the Property to secure such Mortgage;
- (ii) dissolve or liquidate the Partnership;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Partnership;
- (iv) without the consent of all Partners: (1) 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

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Partnership; (2) 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; (3) 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, (4) make any general assignment for the benefit of creditors of the Partnership, (5) admit in writing the inability of the Partnership to pay its debts generally as they become due; (6) declare or effect a moratorium on the Partnership debt; or (7) take any action in furtherance of any such action;

(v) amend, modify or alter Sections 1.3, 3.1, 3.2, 3.3, 3.10, 6.5, 8.1, 10.1 or any provision of Article 15, all of the Amended and Restated Limited Partnership Agreement; or

(vi) merge or consolidate with any other entity.

Further, so long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the General Partner shall have no authority to take any action in items (i) through (vi) above unless such action has been approved by a unanimous vote of the General Partner's Board of Directors, or to take any action in items (i) through (iii) and (v) and (vi) above without the written consent of the holder of the Mortgage.

#### **ARTICLE VII**

So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Partnership shall conduct its business and operations in accordance with the following provisions:

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

(b) maintain its bank accounts and all its other assets separate from those of any other person or entity;

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

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

(e) 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;

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

(g) transact all business with affiliates on an arm's-length basis and to enter into transactions with affiliates on a commercially reasonable basis;

(h) conduct business in its own name, and use separate stationery, invoices, checks and logos (or use distinct legal signature blocks whenever common or similar stationery and logos are used);

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

(j) not assume, guarantee or pay the debts or obligations of any other person.

(k) pay its own liabilities and expenses only out of its own funds;

(l) pay salaries of its own employees from its own funds;

(m) maintain sufficient number of employees in light of its contemplated business operations;

(n) not hold out its credit as being available to satisfy the obligations of any other person or entity;

(o) not acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;

(p) not make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment grade securities);

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(q) not pledge its assets for the benefit of any other person or entity other than the holder of the Mortgage;

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

(s) not identify itself as a division of any other person or entity; and

(t) maintain adequate capital in light of its contemplated business operations.

#### ARTICLE VIII

So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Partnership shall have a sole corporate general partner and no other general partners.

#### ARTICLE IX

The Partnership shall continue in full effect until August 31, 2043, and thereafter from year to year, unless sooner dissolved and terminated as herein provided and/or the Amended and Restated Limited Partnership Agreement.

#### ARTICLE X

This certificate of amended and restated certificate shall be effective at the time of its filing with the Florida Department of State.

Dated: December 19, 2003, at Fort Myers, Florida.

#### SOLE GENERAL PARTNER

Northgate Square, Inc.,  
a Florida corporation

By: Susan M. Sprehn  
Susan M. Sprehn, Vice President

(Corporate Seal)



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**ACCEPTANCE OF REGISTERED AGENT**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED LIMITED PARTNERSHIP AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



Northgate Square, Inc.,  
a Florida corporation

By: [Signature]  
Name: Susan H. Speth  
Title: Vice President

Date: 12/19/03

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