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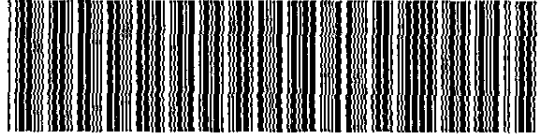
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03 MAY 30 AM 11:44
DIVISION OF CORPORATION

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

by



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 112503

81491A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : May 30, 2003

ORDER TIME : 10:47 AM

ORDER NO. : 112503-005

CUSTOMER NO: 81491A

CUSTOMER: Mark H. Dahlmeier, Esq
Jones Foster Johnston & Stubbs
Suite 1100
505 South Flagler Drive
West Palm Beach, FL 33401

DOMESTIC AMENDMENT FILING

NAME: OAKS MALL LIMITED

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Sara Lea -- EXT# 1114

EXAMINER'S INITIALS: _____

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SECURITY SERVICE
TAMPA, FLORIDA

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
OAKS MALL LIMITED**

FILED
03 MAY 30 PM 4:19
TALLAHASSEE
FLORIDA

Pursuant to the provisions of Section 620.109, Florida Statutes, OAKS MALL LIMITED, a Florida limited partnership (the "Partnership"), whose Certificate of Limited Partnership was filed with the Florida Department of State on May 22, 1996, as amended by Certificate of Amendment filed with the Florida Department of State on May 23, 1996 (as amended, the "Certificate"), hereby adopts the following certificate of amendment to its Certificate:

FIRST: Article 7 of the Certificate is hereby deleted in its entirety and the following is inserted in lieu thereof:

7. Notwithstanding any other provision of this Certificate and any provisions of law that otherwise so empower the Partnership, the Partnership shall not, without the unanimous consent of its partners, do any of the following:

- (i) engage in any business or activity other than those set forth in Article 2 hereof;
- (ii) do any act which would make it impossible to carry on the ordinary business of the Partnership, except as otherwise provided in this Certificate;
- (iii) borrow money or incur any indebtedness or assume or guaranty any indebtedness of any other entity, 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 ELLIV Property Investments, Inc., a Florida corporation, as General Partner, is hereby authorized to arrange financing (the "Loan") for the Partnership from Inland Mortgage Corporation, 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 further evidencing the Loan;
- (iv) dissolve or liquidate, in whole or in part;
- (v) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;

- 03 MAY 2011
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
- (vi) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against it, or file a petition seeking, or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Partnership or a substantial part of property of the Partnership, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take Partnership action in furtherance of any such action; or
 - (vii) amend this Certificate or the Agreement of Limited Partnership.

In addition to the foregoing, the Partnership shall not, without the written consent of the holder of the promissory note evidencing the Loan so long as it is outstanding, take any action set forth in items (i) through (v) or item (vii) above.

SECOND: Article 8 of the Certificate is hereby deleted in its entirety and the following is inserted in lieu thereof:

8. 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 partnership or other ownership interest in the Partnership shall be personal property for all purposes.

THIRD: Article 9 of the Certificate is hereby deleted in its entirety and the following is inserted in lieu thereof:

9. The Partnership shall:

- (i) maintain books and records and bank accounts separate from those of any other person;
- (ii) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (iii) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (iv) hold regular meetings of the partners, as appropriate, to conduct the business of the Partnership, and observe all other legal formalities;

- (v) 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;
- (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;
- (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; and
- (x) not assume, guaranty or pay the debts or obligations of any other person.

FOURTH: This Certificate of Amendment shall be effective at the time of its filing with the Florida Department of State.

FIFTH: Signature of the current General Partner:

GENERAL PARTNER:

ELLIV Property Investments, Inc., a Florida corporation

By: *[Signature]*
 Print Name: MEERA Z DHANRAJ
 Its: VICE PRESIDENT

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