

A96000001160

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

龍森拿
THE SEMLER COMPANIES / MALIBU

January 20, 2003

Florida Department of State
Attn: Diane Cushing
P.O. Box 6327
Tallahassee, FL 32314


Re: Gainesville Entertainment Property
Limited Partnership
Ref. No. A96000001160

Dear Ms. Cushing,

Enclosed please find the various documents and filing fees to reinstate the above-referenced limited partnership, to amend the partnership, to change the agent for service of process, and to register the new general partner in the state of Florida. Hopefully the fees I have enclosed are the correct ones.

If there is anything else you need, please let me know.

Very truly yours,



Annette Peterfy
General Counsel

Enclosure

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03 JAN 28 AM 9:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT
TO
APPLICATION FOR REGISTRATION
OF**

Gainesville Entertainment Property Limited Partnership

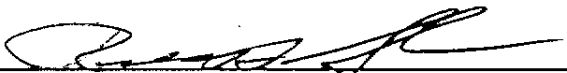
(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.173, Florida Statutes, this foreign limited partnership hereby submits this certificate of amendment to its registration application:

The registration application is amended as follows:

Article 8 is amended to reflect that the General Partner of the Limited Partnership is:

Ashley Aviation, Inc.
32111 Mulholland Highway
Malibu, CA 90265


(Signature of a General Partner)

Ashley Aviation, Inc. by Ronald H. Semler, Pres. *of General Partner*
(Typed or printed name of General Partner signing above)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 JAN 28 AM 9:33

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STATE OF California

COUNTY OF Los Angeles

On this 31st day of December, 2002, Ronald H. Semler personally appeared before me,



who is personally known to me



whose identity I proved on the basis of _____

(Notary Public Signature)

(Notary's Printed Name)

Seal

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

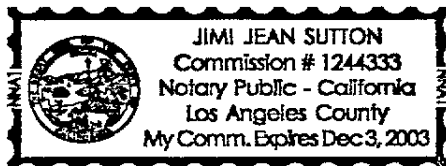
State of California

County of Los Angeles } ss.

On December 31, 2002 before me, Jimi Jean Sutton, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Ronald H. Semler
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Jimi Jean Sutton
Signature of Notary Public

03 JAN 28 AM 9:37
 COUNTY OF LOS ANGELES
 CLERK OF SUPERIOR COURT

FILED

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate of Amendment to Application

Document Date: 12-31-02 Number of Pages: One

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Ronald H. Semler

- ☐ Individual
☐ Corporate Officer — Title(s): President
☒ Partner — ☐ Limited ☒ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Asure Aviation, Inc. the company General Partner of Carmel Enduro Partners



ASSIGNMENT OF GENERAL PARTNERSHIP INTEREST

IN

GAINESVILLE ENTERTAINMENT PROPERTY LIMITED PARTNERSHIP, a Florida limited partnership

This Assignment of General Partnership Interest (this "Assignment") is made effective as of January 1, 2002 by SOUTHERN CALIFORNIA HELICOPTERS, INC., a California corporation ("Assignor"), in favor of ASHLEY AVIATION, INC., a California corporation ("Assignee").

RECITALS

A. Assignor is currently the general partner of GAINESVILLE ENTERTAINMENT PROPERTY LIMITED PARTNERSHIP, a Florida limited partnership (the "Partnership").

B. Immediately prior hereto, Assignor and Assignee, among others, have entered into that certain Partnership Interest Acquisition Agreement (the "Transfer Agreement") pursuant to the terms and conditions of which, among other things, Assignor is to assign to Assignee all of Assignor's right, title and interest and into the Assignor's general partnership interest in the Partnership.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to Assignor's general partnership interest in the Partnership, the business and affairs of which are currently governed by that certain Agreement of Limited Partnership of Gainesville Entertainment Property Limited Partnership of June 14, 1996, as amended by the terms and conditions of that certain Amendment No. 1 to Limited Partnership Agreement dated as of November 22, 2000 and that certain Amendment No. 2 to Limited Partnership Agreement dated as of December 31, 2000 (as amended, the "Partnership Agreement"), including, without limitation, all right, title, and interest in and to (i) all real and personal property, and other assets owned by the Partnership; (ii) the capital, profits, and losses of the Partnership and distributions of property and other assets from the Partnership; (iii) all documents, notes, drafts, instruments, and general intangibles relating in any way to the Partnership, (iv) all present and future books and records pertaining to the Partnership in the foregoing; (v) all rights and privileges under the Partnership Agreement; and (vi) all proceeds and all products of all of the foregoing, all whether now known or unknown, now existing or existing in the future.


Assignee hereby accepts the assignment documented by this Assignment.

This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.


ASSIGNOR:

SOUTHERN CALIFORNIA HELICOPTERS,
INC., a California corporation

By: 
Ronald H. Semler, President

ASSIGNEE:

ASHLEY AVIATION, INC., a California
corporation

By: 
Ronald H. Semler, President

PARTNERSHIP INTEREST ACQUISITION AGREEMENT

This Partnership Interest Acquisition Agreement (the "Agreement") is made and entered into effective as of January 1, 2002 ("Effective Date") by and among SOUTHERN CALIFORNIA HELICOPTERS, INC., a California corporation ("Seller"), ASHLEY AVIATION, INC., a California corporation ("Buyer"), THE SEMLER COMPANIES/AGOURA, a California limited partnership ("TSCA"), ASHISH N. PATEL, an individual ("Patel"), and GAINESVILLE ENTERTAINMENT PROPERTY LIMITED PARTNERSHIP, a Florida limited partnership (the "Partnership"), with reference to the following facts:

RECITALS

A. Seller is currently the general partner of the Partnership, owning a one percent (1%) general partnership interest in the Partnership. The affairs of the Partnership are currently governed by that certain Agreement of Limited Partnership of Gainesville Entertainment Property Limited Partnership dated as of June 14, 1996, as amended by the terms and conditions of that certain Amendment No. 1 to Limited Partnership Agreement dated as of November 22, 2000 and that certain Amendment No. 2 to Limited Partnership Agreement dated as of December 31, 2000 (as amended, the "Partnership Agreement"). TSCA and Patel are constituent limited partners of the Partnership, each owning a forty nine and one-half percent (49.5%) limited partnership interest in the Partnership.

B. The Partnership is the owner of certain real property located in the County of Alachua, Florida, more particularly described in the Partnership Agreement (the "Property").

C. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, Seller's general partnership interest in the Partnership, and the Partnership, TSCA, Seller, and Patel desire to consent to the transfer of Seller's partnership interest in the Partnership, all under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and upon the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

1. Purchase and Sale of Partnership. Seller shall sell to Buyer, and Buyer shall purchase from Seller (a) all of Seller's right, title, and interest in and to Seller's general partnership interest in the Partnership; (b) all of Seller's right, title, and interest in and to the

capital, profits, and losses of the Partnership, and all distributions of property and other assets, including, but not limited to, cash from the Partnership to Seller; (c) all of Seller's right, title, and interest in and to all furniture, fixtures, equipment, and other tangible assets of the Partnership; (d) all of Seller's right, title, and interest in and to all documents, notes, drafts, instruments, and general intangibles of the Partnership; and all present and future books and records of the Partnership; (e) all of Seller's rights and privileges under the Partnership Agreement; and (f) all proceeds and all products of the foregoing, all whether now known or unknown, now existing or existing in the future (collectively, the "Partnership Interest"). Concurrently with the execution hereof, Seller shall execute and deliver to Buyer an Assignment of General Partnership Interest in the form of that attached hereto as Exhibit "A."

2. Purchase Price. The purchase price for the Partnership Interest shall be the sum of Five Thousand Dollars (\$5,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller in cash in or before June 30, 2002.

3. Consent. The Partnership, Seller, TSCA and Patel hereby consent to the transfer of the Partnership Interest from Seller to Buyer, the withdrawal of Seller as a Partner and the admission of Buyer as a Partner to the Partnership.


4. Representations and Warranties of Seller. Seller represents and warrants to Buyer that Seller is the true and lawful owner, both legally and beneficially of, and has good and clear title to, the Partnership Interest, free from any option, claim, lien, encumbrance, or other security interest created or suffered by Seller.

5. Further Cooperation. Seller and Buyer agree to execute any and all further instruments and documents, and to take and do such further acts, as may be reasonably necessary or desirable in connection with the assignment documented by this Agreement and the resulting ownership change effected thereby.


6. Miscellaneous Provisions. The prevailing party in any legal action, proceeding, or arbitration arising out of this Agreement shall be entitled to recover all costs of that proceeding, including reasonable attorneys' fees from the nonprevailing party. This Agreement shall be governed by California law. All provisions of this Agreement shall be deemed to be severable. This Agreement supersedes all prior oral and written representations or agreements that may have been entered into by the parties to this Agreement. The captions in this Agreement are intended for convenience of reference only and are not intended to be part of this Agreement. This Agreement may be executed in counterparts. This Agreement may not be modified except by a subsequent writing duly executed by the parties to this Agreement. This Agreement shall be interpreted as if written jointly by all parties to this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date first above written.

BUYER: ASHLEY AVIATION, INC., a California corporation

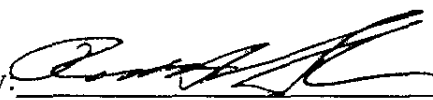
By: 
Ronald H. Semler, President

SELLER: SOUTHERN CALIFORNIA HELICOPTERS, INC., a California corporation

By: 
Ronald H. Semler, President

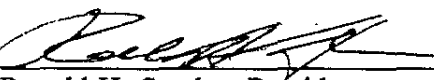
THE PARTNERSHIP: GAINESVILLE ENTERTAINMENT PROPERTY LIMITED PARTNERSHIP, a Florida limited partnership

By: SOUTHERN CALIFORNIA
HELICOPTERS, INC., a California
corporation, General Partner

By: 
Ronald H. Semler, President

TSCA: THE SEMLER COMPANIES/AGOURA, a California limited partnership

By: ASHLEY AVIATION, INC., a California corporation, General Partner

By: 
Ronald H. Semler, President

[SIGNATURES CONTINUED ON NEXT PAGE]

PATEL:


ASHISH N. PATEL, an individual

Exhibits

"A" – Assignment of General Partnership Interest

EXHIBIT "A"

ASSIGNMENT OF GENERAL PARTNERSHIP INTEREST

IN

**GAINESVILLE ENTERTAINMENT PROPERTY LIMITED PARTNERSHIP,
a Florida limited partnership**

This Assignment of General Partnership Interest (this "Assignment") is made effective as of January 1, 2002 by SOUTHERN CALIFORNIA HELICOPTERS, INC., a California corporation ("Assignor"), in favor of ASHLEY AVIATION, INC., a California corporation ("Assignee").

RECITALS

A. Assignor is currently the general partner of GAINESVILLE ENTERTAINMENT PROPERTY LIMITED PARTNERSHIP, a Florida limited partnership (the "Partnership").

B. Immediately prior hereto, Assignor and Assignee, among others, have entered into that certain Partnership Interest Acquisition Agreement (the "Transfer Agreement") pursuant to the terms and conditions of which, among other things, Assignor is to assign to Assignee all of Assignor's right, title and interest and into the Assignor's general partnership interest in the Partnership.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to Assignor's general partnership interest in the Partnership, the business and affairs of which are currently governed by that certain Agreement of Limited Partnership of Gainesville Entertainment Property Limited Partnership of June 14, 1996, as amended by the terms and conditions of that certain Amendment No. 1 to Limited Partnership Agreement dated as of November 22, 2000 and that certain Amendment No. 2 to Limited Partnership Agreement dated as of December 31, 2000 (as amended, the "Partnership Agreement"), including, without limitation, all right, title, and interest in and to (i) all real and personal property, and other assets owned by the Partnership; (ii) the capital, profits, and losses of the Partnership and distributions of property and other assets from the Partnership; (iii) all documents, notes, drafts, instruments, and general intangibles relating in any way to the Partnership, (iv) all present and future books and records pertaining to the Partnership in the foregoing; (v) all rights and privileges under the Partnership Agreement; and (vi) all proceeds and

all products of all of the foregoing, all whether now known or unknown, now existing or existing in the future.

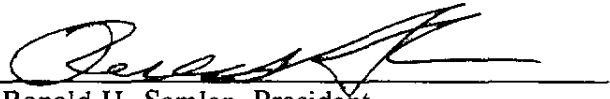
Assignee hereby accepts the assignment documented by this Assignment.

This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.


ASSIGNOR:

SOUTHERN CALIFORNIA HELICOPTERS,
INC., a California corporation

By: 
Ronald H. Semler, President

ASSIGNEE:

ASHLEY AVIATION, INC., a California
corporation

By: 
Ronald H. Semler, President

**AMENDMENT NO. 3 TO
LIMITED PARTNERSHIP AGREEMENT OF
GAINESVILLE ENTERTAINMENT PROPERTY LIMITED PARTNERSHIP**

This AMENDMENT NO. 3 TO LIMITED PARTNERSHIP AGREEMENT OF GAINESVILLE ENTERTAINMENT PROPERTY LIMITED PARTNERSHIP, (this "Amendment") is entered into effective as of January 1, 2002 (the "Effective Date"), by and among SOUTHERN CALIFORNIA HELICOPTERS, INC., a California corporation (the "General Partner"), THE SEMLER COMPANIES/AGOURA, a California limited partnership ("TSCA"), and ASHLEY AVIATION, INC., a California corporation ("Ashley"), and ASHISH N. PATEL, an individual ("Patel").

RECITALS

A. Gainesville Entertainment Property Limited Partnership, a Florida Limited Partnership, (the "Partnership") is currently governed by that certain Limited Partnership Agreement of Gainesville Entertainment Property Limited Partnership dated as of June 14, 1996, as amended by the terms and conditions of that certain Amendment No. 1 to Limited Partnership Agreement dated as of November 22, 2000 and that certain Amendment No. 2 to Limited Partnership Agreement dated as of December 31, 2000 (as amended, the "Partnership Agreement"). The General Partner is currently the sole general partner of the Partnership. Patel and TSCA currently comprise all of the constituent limited partners of the Partnership. The Partnership was formed for the purpose of developing and operating that certain family entertainment park located in Gainesville, Florida and more particularly described in the Partnership Agreement (the "Project").

B. Concurrently herewith, Ashley and the General Partner have entered into that certain Partnership Interest Acquisition Agreement (the "Transfer Agreement") pursuant to the terms and conditions of which, among other things, the General Partner is to transfer to Ashley all of the General Partner's general partnership interest in the partnership.

C. The parties now desire to amend the Partnership Agreement to reflect the admission of Ashley as the general partner to the Partnership and the withdrawal of the General Partner, all under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements of the parties hereinafter set forth, the parties hereto hereby agree as follows:

1. Defined Terms. All terms with their initial letter capitalized shall have the same meaning set forth in the Partnership Agreement unless otherwise defined herein.

2. Consent to Admission of Ashley as General Partner. All of the parties hereto hereby consent to the transfer to Ashley of the General Partner's general partnership interest in the Partnership (constituting a one percent (1%) general partnership interest in the Partnership), and to the assumption of the duties and obligations by Ashley of the obligations and duties of a general partner under the Partnership Agreement. From and after the Effective Date, Ashley shall have all of the rights and duties of a general partner under the Partnership Agreement, including, without limitation, the right to participate in, or vote on, the management of the Partnership's business and affairs as any other general partner under the terms of the Partnership Agreement. Ashley is hereby admitted as the general partner of the Partnership.

3. Assumption of Duties. Ashley hereby assumes all of the duties and obligations of a general partner of the Partnership arising under the Partnership Agreement from and after the Effective Date.

4. Amendment of the Partnership Agreement. The Partnership Agreement is hereby amended in all respects necessary so as to reflect the withdrawal of the General Partner from the Partnership and the admission of Ashley as the general partner of the Partnership, with all of the rights, duties, and obligations of a general partner under the Partnership Agreement.

5. Percentages. Following the transactions set forth above, the Limited Partners in the Partnership and their respective limited partnership interests are as follows:

<u>Partner</u>	<u>Participating Percentage</u>
Ashley	1.0% general partnership interest
TSCA	49.5% general partnership interest
Patel	49.5% general partnership interest

6. No Other Amendments. Except as expressly amended or modified as herein set forth, the Partnership Agreement shall remain unchanged and in full force and effect.

7. Miscellaneous.

a. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

b. Attorneys' Fees. In the event any action is instituted by any party for the purpose of enforcing or interpreting any provision of this Amendment or any other agreement arising under or relating to this Amendment, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by any party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such

attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

c. Binding Agreement. This Amendment shall inure to the benefit of and be binding upon the undersigned and their respective successors and assigns. Whenever in this Amendment a reference to any party is made, such reference shall be deemed to include a reference to the successors and assigns of such party.

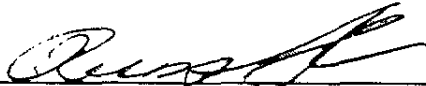
d. Further Assurances. Each party agrees to execute such other and further instruments and documents as may be necessary or proper in order to complete the transactions contemplated by this Amendment.

e. Counterparts. This Amendment may be executed in one or more counterparts, all of which together shall constitute a single agreement and each of which shall be an original for all purposes.

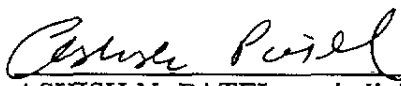
IN WITNESS WHEREOF, the parties hereto have entered into this Amendment effective as of the Effective Date.

GENERAL PARTNER:

SOUTHERN CALIFORNIA HELICOPTERS,
INC., a California corporation

By: 
Ronald H. Semler, President

LIMITED PARTNERS:


ASHISH N. PATEL, an individual

THE SEMLER COMPANIES/AGOURA,
a California limited partnership


By: ASHLEY AVIATION, INC., a California
corporation, General Partner

By: 
Ronald H. Semler, President

[SIGNATURES CONTINUED ON NEXT PAGE]

ASHLEY:

ASHLEY AVIATION, INC., a California
corporation

By 

Ronald H. Semler, President