

A9600001585

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

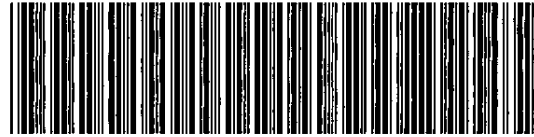
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



700299409577

05/19/17--01014--012 \*\*52.50

FILED  
17 MAY 19 AM 10:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

S Warren

MAY 22 2017

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** LONDON ASSOCIATES, LTD. (DOC NO. A96000001585)

Name of Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Rich Lovell

Contact Person

Amera Corporation

Firm/Company

2900 University Drive

Address

Coral Springs, FL 33065

City, State and Zip Code

RLovell@ameracorporation.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Rich Lovell

Name of Contact Person

at ( 954 )

753-9500

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$52.50 Filing Fee

☐ \$61.25 Filing Fee  
and Certificate of  
Status

☐ \$105.00 Filing Fee  
and Certified Copy

☐ \$113.75 Filing Fee,  
Certified Copy, and  
Certificate of Status

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

FILED  
17 MAY 19 AM 10:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(( ( )))  
**FIRST AMENDMENT TO AMENDED AND RESTATED CERTIFICATE OF LIMITED  
PARTNERSHIP OF LONDON ASSOCIATES, LTD.**

**DOCUMENT NUMBER A96000001585**

The name of the Limited Partnership is London Associates, Ltd. ("Partnership")

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on August 23, 1996, as amended by that certain Amended and Restated Certificate of Limited Partnership filed with the Florida Secretary of State on May 4, 2007, hereby adopts the following Certificate of Amendment to its Certificate of Limited Partnership.

1. Articles Five is hereby deleted in its entirety and substituted therefor in its place is the following:

"Article Five: Single Purpose Entity Requirements. Notwithstanding any other provision contained in the Partnership Agreement or this Certificate of Partnership, Partnership has complied and, so long as any obligation under the Loan is outstanding, shall comply with the following single purpose entity requirements ("Single Purpose Entity Requirements") in order to maintain its status as a separate entity and to avoid any confusion or potential consolidation with any Affiliate:

(a) Limited Purpose. The sole purpose conducted or promoted by the Partnership since its organization and at least during the term of the Loan is to engage only in the following activities:

- (i) to acquire, own, hold, lease, operate, manage, maintain, develop and improve the Property;
- (ii) to enter into and perform its obligations under the Loan Documents;
- (iii) to sell, transfer, service, convey, dispose of, pledge, assign, borrow money against, finance, refinance or otherwise deal with the Property to the extent permitted under the Loan Documents; and
- (iv) to engage in any lawful act or activity and to exercise any powers permitted to limited partnerships organized under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above mentioned purposes.

(b) Limitations on Indebtedness, Actions. Notwithstanding anything to the contrary in

(( ( )))

FILED  
17 MAY 19 AM 10:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(( ( )))  
the Partnership Agreement or this Certificate or in any other document governing the management or operation of the Partnership, the Partnership since its organization has not and shall not:

- (i) guarantee any obligation of any Person, including any Affiliate, or become obligated for the debts of any other Person or hold out its credit as being available to pay the obligations of any other Person;
- (ii) engage, directly or indirectly, in any business other than as required or permitted to be performed under this Section;
- (iii) incur, create or assume any indebtedness or liabilities other than (A) the Loan, (B) unsecured trade payables incurred in the ordinary course of its business that are related to the ownership and operation of the Property, do not exceed two percent (2%) of the outstanding balance of the Loan, are not evidenced by a note and which must be paid within sixty (60) days from the date incurred, and (C) such as are otherwise expressly permitted under the Loan Documents; no indebtedness, other than the Loan, may be secured by the Property;
- (iv) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, except that the Partnership may invest in those investments permitted under the Loan Documents;
- (v) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, sale or other transfer of any of its assets outside the ordinary course of the Partnership's business;
- (vi) buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities);
- (vii) form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other) or own any equity interest in any other entity;
- (viii) own any asset or property other than the Property and incidental personal property necessary for the ownership or operation of the Property;
- (ix) take any Material Action without the unanimous written approval of all of the Partnership; or

(( ( )))

FILED  
17 MAY 19 AM 10:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

((

))

- (x) amend, modify or otherwise change this Certificate with respect to the Single Purpose Entity Requirements in this Article Five.

(c) Separateness Covenants. In the conduct of the Partnership's operations since its organization and so long as any obligation under the Loan is outstanding it has observed and will continue to observe the following covenants:

- (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) comply with all organizational formalities necessary to maintain its separate existence;
- (iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (v) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person and not have its assets listed on any financial statement of any other Person; except that the Partnership's assets may be included in a consolidated financial statement of its Affiliate so long as appropriate notation is made on such consolidated financial statements to indicate the separateness of the Partnership from such Affiliate and to indicate that the Partnership's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person;
- (vi) prepare and file its own tax returns separate from those of any Person to the extent required by applicable law, and pay any taxes required to be paid by applicable law;
- (vii) allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates;
- (viii) not enter into any transaction with Affiliates except on an arm's-length basis on terms which are intrinsically fair and no less favorable than would be available for unaffiliated third parties, and pursuant to written, enforceable agreements;

((

))

FILED  
17 MAY 19 AM 10:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

((

))

- (ix) conduct business in its own name, and use separate stationery, invoices and checks;
- (x) not commingle its assets or funds with those of any other Person;
- (xi) not assume, guarantee or pay the debts or obligations of any other Person;
- (xii) correct any known misunderstanding as to its separate identity;
- (xiii) not permit any Affiliate to guarantee or pay its obligations (other than limited guarantees and indemnities set forth in the Loan Documents);
- (xiv) not make loans or advances to any other Person;
- (xv) pay its liabilities and expenses out of and to the extent of its own funds;
- (xvi) maintain a sufficient number of employees in light of its contemplated business purpose and pay the salaries of its own employees, if any, only from its own funds;
- (xvii) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities; provided, however, that the foregoing shall only apply to the extent that there is positive net cash flow at the Property after the payment of all operating expenses and debt service, and shall not require any equity owner to make additional capital contributions to the Partnership; and
- (xviii) cause the managers, officers, employees, agents and other representatives of the Partnership to act at all times with respect to the Partnership consistently and in furtherance of the foregoing and in the best interests of the Partnership.

Failure of the Partnership to comply with any of the foregoing covenants or any other covenants contained in this Certificate shall not affect the status of the Partnership as a separate legal entity.

(d) SPE Party. Partnership shall at all times have a general partner, which shall be its sole general partner ("SPE Party") with provisions in such SPE Party's organizational documents limiting its purpose and authority to those set forth in clauses (a) - (c) above, modified to allow such SPE Party to act as general partner of Partnership so long as any obligation under the Loan remains outstanding, and to engage in no other business or activity. Such SPE Party shall at all times

((

))

(( ( )))  
continue to own no less than a .5% direct equity ownership interest in Partnership.”

2. Articles Six and Eight are hereby deleted.

3. Article Seven is hereby deleted in its entirety and substituted therefor is the following.

“Article Seven: Property; Partition; Nature of Interest.

(a) 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 ownership interest in the Partnership shall be personal property for all purposes.

(b) To the fullest extent permitted by law, each Partner and any additional Partner admitted to the Partnership hereby irrevocably waives any right or power that such Person might have to cause the Partnership or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Partnership, to compel any sale of all or any portion of the assets of the Partnership pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Partnership. The Partners shall not have any interest in any specific assets of the Partnership, and the Partners shall not have the status of a creditor with respect to any distribution pursuant to this Agreement. The interest of the Partners in the Partnership is personal property.”

4. The following Article Twelve is hereby added:

“Article Twelve - Definitions

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

“Control” (including the terms “Controlling” and “Controlled”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise.

“Material Action” means to file any insolvency or reorganization case or proceeding, to institute proceedings to have the Partnership or General Partner be adjudicated bankrupt or insolvent, to institute proceedings under any applicable insolvency law, to seek any relief under any law relating to relief from debts or the protection of debtors, to consent to the filing or institution of bankruptcy or insolvency proceedings against the Partnership or General Partner, to file a petition

(( ( )))

FILED  
17 MAY 19 AM 10:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

17 MAY 19 AM 10:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(( ( )))  
seeking, or consent to, reorganization or relief with respect to the Partnership or General Partner under any applicable federal or state law relating to bankruptcy or insolvency, to seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official of or for the Partnership or General Partner or a substantial part of its property, to make any assignment for the benefit of creditors of the Partnership or General Partner, to admit in writing the Partnership's or General Partner's inability to pay its debts generally as they become due, or to take action in furtherance of any of the foregoing.

"Loan" means that certain first lien mortgage loan in the original principal amount of Twenty Million Dollars (\$20,000,000.00) made by MACQUARIE US TRADING LLC, a Delaware limited liability company, d/b/a Principal Commercial Capital ("Lender") to Partnership.

"Loan Documents" shall mean:

- a. Amended and Restated Renewal, Replacement Promissory Note, in the amount of \$20,000,000.00 ("Note")
- b. Amended and Restated Mortgage and Security Agreement, Assignment of Leases, and Rents,
- c. Fixture Filing and Security Agreement ("Mortgage")
- d. Guaranty
- e. Loan Agreement
- f. Cash Management Agreement
- g. Deposit Account Control Agreement
- h. Environmental Indemnity Agreement
- i. Assignment of Management Agreement and Subordination of Management Fees Agreement
- j. Any other Loan Documents in the discretion of Corporation or Borrower necessary or incidental to completion of the Loan as contemplated by the Loan Application, as may be amended, between Borrower and Lender

"Partnership" means, London Associates, Ltd., a Florida limited partnership

"Person" means any individual, corporation, partnership, joint venture, joint stock association, business or other trust, unincorporated organization, governmental authority or any other form of entity.

"Property" means that certain parcel of real estate including improvements thereon and located at 600 through 680 North Federal Highway, in the City of Fort Lauderdale, Broward County, State of Florida.

"Partnership Agreement" Shall mean that certain Amended and Restated Limited

(( ( )))



(( ( )))  
Partnership Agreement of London Associates, Ltd., a Florida limited partnership, dated August 23, 1996, as amended by that certain First Amendment to Amended and Restated Limited Partnership Agreement of London Associates, Ltd., a Florida limited partnership, dated May 15<sup>th</sup>, 2017.

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

London Associates, Inc. has caused this First Amendment to the Amended and Restated Certificate of Limited Partnership to be executed on this 15<sup>th</sup> day of May, 2017.

LONDON ASSOCIATES, INC., a Florida corporation, as sole General Partner of London Associates, Ltd., a Florida limited partnership

  
BY: GISELE RAHAEL  
ITS: PRESIDENT

FILED  
17 MAY 19 AM 10:27  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(( ( )))