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LP/LLP AMENDMENT/RESTATEMENT/CORRECTION

STERLING (CAMDEN) LIMITED PARTNERSHIP

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	\$52.50

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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
STERLING (CAMDEN) LIMITED PARTNERSHIP
Document No. A97000002098**

Pursuant to the provisions of Section 620.1202, Florida Statutes, Sterling (Camden) Limited Partnership, a Florida limited partnership (the "Limited Partnership"), whose Certificate of Limited Partnership was filed with the Florida Department of State on September 26, 1997, adopts the following amendments to its Certificate of Limited Partnership:

FIRST: The Certificate of Limited Partnership is hereby amended to add the following paragraph:

"6. Purpose.

a. Scope. The nature of the business and of the purposes to be conducted and promoted by the Limited Partnership, is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with that certain real property, together with all improvements located thereon, situated in the County of Camden, State of Georgia (the "Property"); and

2. To exercise all powers enumerated in the Florida Revised Limited Partnership Act of 2005 necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

b. Certain Prohibited Activities. The Limited Partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien in favor of NCB, FSB, or its successors or assigns (the "First Mortgage") exists on any portion of the Property, the Limited Partnership shall not incur, assume, or guaranty any other indebtedness. The Limited Partnership shall not dissolve or liquidate, or consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its beneficial interests to any entity. For so long as the First Mortgage exists on any portion of the Property, the Limited Partnership 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 limited partners of the Limited Partnership. For so long as the First Mortgage exists on any portion of the Property, no material amendment to this Certificate of Limited Partnership may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

c. Indemnification. Any indemnification of the Limited Partnership's limited partners shall be fully subordinated to any obligations respecting the Property (including, without

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limitation, the First Mortgage), and such indemnification shall not constitute a claim against the Limited Partnership in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

d. Separateness Covenants. For so long as the First Mortgage exists on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this Certificate of Limited Partnership, the Limited Partnership shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its limited partners or affiliates or, if it shares office space with its parent or any affiliate, it shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain records and books of account separate from those of any partner or affiliate.
3. It shall observe all Limited Partnership formalities.
4. It shall not commingle assets with those of any partner or affiliate.
5. It shall conduct its own business in its own name.
6. It shall maintain financial statements separate from any partner or affiliate.
7. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any partner or affiliate.
8. It shall maintain an arm's length relationship with any partner or affiliate.
9. It shall not guarantee or become obligated for the debts of any other entity, including any partner or affiliate, or hold out its credit as being available to satisfy the obligations of others.
10. It shall use stationary, invoices and checks separate from any partner or affiliate.
11. It shall not pledge its assets for the benefit of any other entity, including any partner or affiliate.
12. It shall hold itself out as an entity separate from any partner or affiliate.

For purpose of this Paragraph 6, the following terms shall have the following meanings:

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"affiliate" means any person controlling or controlled by or under common control with the Limited Partnership including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Limited Partnership, or any affiliate thereof; and (ii) any person which receives compensation for administrative, legal or accounting services from this Limited Partnership or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"person" means any individual, corporation, partnership, Limited Partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

e. Dissolution. To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining limited partners is sufficient to continue the existence of the Limited Partnership. If such vote is not obtained, for so long as the First Mortgage exists on any portion of the Property, the Limited Partnership shall not liquidate the Property without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the First Mortgage has been paid in full or otherwise completely discharged.

f. Voting. When acting on matters subject to the vote of the limited partners, notwithstanding that the Limited Partnership is not then insolvent, the limited partners must take into account the interest of the Limited Partnership's creditors, as well as those of the limited partners."

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SECOND: The effective date of this Certificate of Amendment shall be the date of filing with the Secretary of State of the State of Florida.

GENERAL PARTNER:

Sterling (Camden) II Florida, Inc.,
a Florida corporation

By:


Brian D. Kosoy, President

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