

Division of Corporations

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Florida Department of State
Division of Corporations
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LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION

VAN AIR PARTNERS, LTD.

Certificate of Status	1
Certified Copy	1
Page Count	01
Estimated Charge	\$113.75

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**AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
VANAIR PARTNERS, LTD.,
a Florida limited partnership**

Vanair Partners, Ltd., a Florida limited partnership (the "Partnership"), whose certificate was originally dated September 25, 1997 and filed with the Florida Department of State on September 26, 1997 (the "Certificate"), adopts the following Amendment to Certificate of Limited Partnership, which was duly executed and is being filed in accordance with the provisions of Section 620.1202, Florida Statutes:

The Certificate is hereby amended by adding the following:

1. **Purposes and Powers.** The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation, maintenance and management of the real estate project known as Naples Walk, located in Collier County, Florida (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

2. **Single Purpose Entity Covenants.** Notwithstanding any contrary provisions in the Certificate, as amended hereby, the Partnership shall conduct its business and operations in compliance with the following single purpose entity covenants. The Partnership will not:

- (a) engage in any business or activity other than the ownership, operation, management, maintenance of the Property and activities incidental thereto;
- (b) acquire or own any material assets other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;
- (c) merge into or consolidate with any person or entity or dissolve, terminate or liquidate whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case its lender's consent;
- (d) fail to preserve its existence as an entity duly organized, validly existing under the law of the jurisdiction of its organization, or without the prior written consent of its lender, amend, modify, terminate or fail to comply with the provisions of this Amendment, the Certificate, as the same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect the ability of the Partnership to perform its obligations hereunder, or under any loan documents;
- (e) own any subsidiary or make any investment in, any person or entity without the consent of its lender;
- (f) commingle its assets with the assets of any of its Partners or any other Person;
- (g) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than its current loan, except with respect to trade payables, incurred in the ordinary course of its business of owning and operating the Property, provided that such debt is paid when due;
- (h) fail to maintain its records, books of account and bank accounts separate and apart from those of its Partners, or any shareholders, principals and affiliates of the Partnership, or the affiliates of the General Partner, or any other Person;
- (i) enter into any contract or agreement with any Partner, or affiliate of the Partnership, any guarantor or indemnitor of the Partnership, or any general partner, managing member, shareholder, principal or affiliate thereof except upon terms and conditions that are

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intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any Partner or affiliate of the Partnership or any guarantor or indemnitor of the Partnership, or any general partner, managing member, shareholder, principal or affiliate thereof;

- (j) seek the dissolution or winding up in whole, or in part, of the Partnership;
- (k) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any Partner or affiliate of the Partnership, or any general partner, managing member, shareholder, principal or affiliate thereof or any other Person;
- (l) hold itself out to be responsible for the loans of another Person;
- (m) make any loans to any third party;
- (n) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or Person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity of the entity with which such other party is transacting business, or (ii) to suggest that the Partnership is responsible for the loans of any third party (including any Partner or affiliate of the Partnership, or any general partner, managing member, shareholder, principal or affiliate thereof);
- (o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; or
- (p) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors.

This Amendment to Certificate of Limited Partnership shall become effective at the time of its filing with the Florida Department of State.

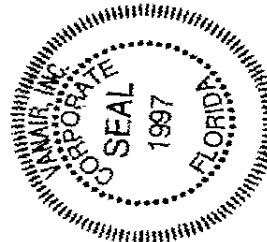
Dated: July 19, 2006, at Fort Myers, Florida.

SOLE GENERAL PARTNER

Vanair, Inc.,
a Florida corporation

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

(Corporate Seal)



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