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LIMITED PARTNERSHIP AMENDMENT

LONGWOOD UNITED LTD.

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**AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP
OF
LONGWOOD UNITED LTD.**

The Certificate of Limited Partnership of Longwood United Ltd., a Florida limited partnership ("Partnership"), filed with the Department of State on October 5, 1999, Charter No. A99000001635, is hereby amended and restated in its entirety as follows:

1. The name of the limited partnership is Longwood United Ltd. (the "Partnership").
2. The address of the office in Florida at which will be kept the records of the Partnership required to be maintained by Section 620.105 of the Florida Revised Uniform Limited Partnership Act (1986) (the "Act") is 7777 Glades Road, Suite 201, Boca Raton, Florida 33434.
3. The name and address of the agent for service of process required to be maintained by Section 620.105(2) of the Act is Ashley General, Inc., 7777 Glades Road, Suite 201, Boca Raton, Florida 33434.
4. The name and business address of the General Partner of the Partnership is as follows:

GENERAL PARTNER

Ashley General, Inc.

BUSINESS ADDRESS

7777 Glades Road, Suite 201
Boca Raton, Florida 33434

899-87959

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5. A mailing address for the Partnership is 7777 Glades Road, Suite 201, Boca Raton, Florida 33434.

6. The latest date upon which the Partnership is to dissolve is December 31, 2050, unless terminated sooner in accordance with the provisions of the Partnership's Agreement of Limited Partnership ("Agreement").

7. Purpose

The nature of the business and of the purposes to be conducted and promoted by the partnership, is to engage solely in the following activities:

- (a) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with those certain parcels of real property, together with all improvements located thereon, in the city of Longwood, state of Florida, commonly known as GE Capital Credit Card Processing Center with a street address of 140 Wekiva Springs Road, Longwood, FL 32779, (the "Premises"), including, but not limited to, borrow (\$5,000,000.00) (the "Loan Amount") from Principal Life Insurance Company (together with its successors and assigns, the "Lender"), to be evidenced by a secured promissory note, whereby the partnership promises to pay to Lender the Loan Amount together with all accrued and unpaid interest thereon and all other obligations and liabilities due or to become due to Lender pursuant to the documents, instruments and agreements executed and delivered in connection with such loan (collectively, the "Loan Documents") and all other amounts, sums and expenses paid by or payable to Lender pursuant to all such documents (collectively, the "Indebtedness").
- (b) To exercise all powers enumerated in the Limited Partnership Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.
- (c) Notwithstanding anything to the contrary set forth in paragraphs 1 and 2 above, until the Indebtedness is paid in full, the partnership will continue to (i) be organized solely for the purpose of owning the Premises, (ii) not engage in any business unrelated to the ownership of the Premises, (iii) not have any assets other than those related to the Premises.

Notwithstanding anything contained herein to the contrary, until the Indebtedness is paid in full, the partnership: (i) will not materially amend this

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partnership agreement or the partnership's partnership certificate without first obtaining approval of the Lender; (ii) will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation or merger, and, except as otherwise expressly permitted by the Loan Documents, will not engage in, seek or consent to any asset sale or transfer of partnership interests; (iii) without the unanimous consent of all of the partnership's partners, will not with respect to itself or, if applicable, to any other corporation, limited partnership, general partnership, limited liability company, or trust (each, an "Entity") in which it has a direct or indirect legal or beneficial ownership interest (a) file a bankruptcy, insolvency or reorganization petition or otherwise institute insolvency proceedings or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally; (b) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for such Entity or all or any portion of such Entity's properties; (c) make any assignment for the benefit of such Entity's creditors; or (d) take any action that might cause such Entity to become insolvent, (iv) will have no indebtedness other than the Indebtedness and commercially reasonable unsecured trade payables in the ordinary course of business relating to the ownership and operation of the Premises which are paid within sixty (60) days of the date incurred, (v) will not assume or guarantee or become obligated for the debts of any other person or Entity or hold out its credit as being available to satisfy the obligations of any other person or Entity, except for the Indebtedness, (vi) will not pledge its assets for the benefit of any other person or Entity, and (vii) will not make loans to any person or Entity.

8. Indemnification

Notwithstanding anything contained herein to the contrary, any indemnification of the partnership's partners shall be fully subordinated to any obligations respecting the Premises (including, without limitation, the mortgage which secures the Indebtedness) and such indemnification shall not constitute a claim against the partnership in the event that cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

9. Separateness Covenants

Notwithstanding anything contained herein to the contrary, in order to preserve and ensure its separate and distinct partnership identity, the partnership, until the Indebtedness is paid in full (i) will not fail to correct any known misunderstanding regarding the separate identity of the partnership, (ii) will maintain its accounts, books and records separate from any other person or Entity, (iii) will maintain its books, records, resolutions and agreements as official records, (iv) will not commingle its funds or assets with those of any other person or Entity, (v) will hold its assets in its own name, (vi) will conduct its business in its name, (vii) will maintain its financial statements, accounting records and other Entity documents separate from any other person or Entity, (viii) will pay its own liabilities out of its own funds and assets, (ix) will observe all partnership formalities, (x) will maintain an arms-length relationship with any person or Entity directly or indirectly controlling, controlled by, or under

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common control with the partnership or any person or Entity owning a material interest in the partnership, either directly or indirectly (collectively, the "Affiliates"), (xi) will not acquire obligations or securities of its beneficial owners or partners, (xii) will allocate fairly and reasonably shared expenses, including, without limitation, shared office space and uses separate stationery, invoices and checks, (xiii) will hold itself out and identify itself as a separate and distinct Entity under its own name and not as a division or part of any other person or Entity, (xiv) will not identify its partners or any Affiliates as a division or part of it, (xv) will not enter into or be a party to, any transaction with its partners or its Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arms-length transaction with an unrelated third party, (xvi) will pay the salaries of its own employees from its own funds, and (xvii) will maintain adequate capital in light of its contemplated business operations.

10. Dissolution

(a) Notwithstanding anything contained herein to the contrary, the partnership shall not terminate or dissolve solely as a consequence of the bankruptcy or insolvency of one or more of the general partners of the partnership but the partnership shall continue so long as there remains a solvent general partner of the partnership.

(b) Notwithstanding anything contained herein to the contrary, subject to applicable law, dissolution of the partnership shall not occur so long as the partnership remains owner of the Premises subject to the mortgage which secures the Indebtedness.

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has duly executed this Amended and Restated Certificate of Limited Partnership of Longwood United, Ltd., this 16th day of December, 1999, for filing in accordance with Section 620.109 of the Florida Revised Uniform Limited Partnership Act (1986).

GENERAL PARTNER:

ASHLEY GENERAL, INC.
a Florida corporation

By: 

Jeffrey L. Schmier

Title: President

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