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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Tampa Florida Brewing, LTD
(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:

Dale Swope

(Contact Person)
Tampa Florida Brewing, LTD

(Firm/Company)
1234 5th Avenue East

(Address)
Tampa, FL 33605

(City, State and Zip Code)

For further information concerning this matter, please call:

Debbie Natter _____ at (813) 273-0017
(Name of Contact Person) (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

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

Tampa Florida Brewing, LTD

(Insert name currently on file with Florida Department of State)

Pursuant to the provisions of section 620.1202, Florida Statutes, this Florida limited partnership or limited liability limited partnership, whose certificate was filed with the Florida Department of State on September 20, 2006, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: Amendment(s): (Indicate information being amended, added, or deleted)

See Attached.

SECOND: Effective date, if other than the date of filing: Same as date of filing

(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Signature(s) of a general partner(s)*:

(*Note: If adding or deleting an election to be a limited liability limited partnership statement, all general partners must sign the amendment.)

FBCB. its general
partner, by which
its managing
member.

Signature(s) of new or dissociating general partner(s), if any:

Filing Fee: \$52.50
Certified Copy (optional): \$52.50
Certificate of Status (optional): \$8.75

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**AMENDED CERTIFICATE OF LIMITED PARTNERSHIP
TAMPA FLORIDA BREWING, LTD.**

In accordance with Florida Statute Section 620.1202, the Certificate of Limited Partnership filed on October 11, 1999 shall be amended and filed with the Department of State of the State of Florida, setting forth the following:

1. **NAME.** The name of this limited partnership shall be:

"TAMPA FLORIDA BREWING, LTD."

2. **DATE OF INITIAL CERTIFICATE.** The date of filing for the initial certificate was the October 11, 1999.

3. **AMENDMENTS.** The amendments being effected by the Amended Certificate of Limited Partnership are as follows:

(a) The address as described in Section 2 will be amended by deleting "777 S. Harbour Island Boulevard, Tampa, Florida 33602" and inserting "1234 5th Avenue East, Tampa, FL 33605" in place of the deleted text.

(b) The address as described in Section 3 and 4 will be amended by deleting "777 S. Harbour Island Blvd., Suite 850, Tampa, FL 33602" and inserting "1234 5th Avenue East, Tampa, FL 33605" in place of the deleted text.

(c) The following provisions have been added:

i. The business and purpose of the Partnership shall consist solely of the acquisition, operation and disposition of the real estate project known as Tampa Florida Brewing, Ltd. (the "Property") and to enter into a loan transaction (the "Loan") with LaSalle Bank National Association (the "Lender") in which the Partnership shall borrow certain monies in the approximate amount of Five Million Four Hundred Thousand Dollars (\$5,400,000.00) from the Lender. The Partnership may:

ii. not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

iii. not engage in any business other than the ownership, operation, leasing and disposition of the Property;

iv. not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables related to the ownership and operation of the Property and incurred in the ordinary course of business and which shall not exceed 120 days in duration from the date such trade payables are first incurred by the Partnership;

v. maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

vi. conduct its own business in its own name, pay its own liabilities out of its own funds (including paying salaries of its own employees), allocate fairly and reasonably any overhead for shared employees and office space, maintain an arm's length relationship with its affiliates, and create proceeds used to repair, maintain, or improve the Property;

vii. hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;

viii. not guarantee or become obligated for the debts of any other entity or person or hold out its credit as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders

ix. not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

x. not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Partnership or Principal (an "Affiliate"), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any Principal or Affiliate;

xi. maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and maintain a sufficient number of employees in light of its contemplated business operations;

xii. not dissolve or wind up, in whole or in part, and no member of the Partnership shall seek the dissolution or winding up, in whole or in part, of the Partnership, and the Partnership will not merge with or be consolidated into any other entity;

xiii. maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of the Partnership, Affiliate, Principal or any other person; and

xix. obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

xx. until such time as the Loan has been repaid in full, not amend, modify or terminate any of these provisions without the prior written consent of the lender.

Effective this 26 day of ^{August}~~June~~, 2006.

F.B.C.B., LLC, as General Partner

By: 

as its

Managing Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to and subscribed before me this 26th day of August by
Dale Swope, who is either personally known to me or has produced
identification, and who did take an oath.

Kimberly Loggins-Harmon
NOTARY PUBLIC, STATE OF FLORIDA
at Large

My commission expires:

