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To:

Division of Corporations
Fax Number : (850) 205-0383

From:

Account Name : LESLIE ROBERT EVANS & ASSOCIATES, P.A.
Account Number : 105260003565
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LIMITED PARTNERSHIP AMENDMENT

SHOPPES OF HIDDEN HARBOUR, LTD.

Certificate of Status	1
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Estimated Charge	\$61.25

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**AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT
AND AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP OF
SHOPPES OF HIDDEN HARBOUR, LTD.**

THIS AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT AND AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP OF SHOPPES OF HIDDEN HARBOUR, LTD. is made this 18th day of May, 2001 by Shoppes of Hidden Harbour, Ltd., a Florida limited partnership (the "Partnership").

Whereas the original Certificate of Limited Partnership of the Partnership was filed with the Secretary of State of the State of Florida on November 16, 1988.

Whereas the original General Partners of the partnership were Harland Associated, Inc., a Florida corporation ("Harland") and The Adelstein Groups, Inc., a Florida corporation ("Adelstein"), and the original limited partners of the partnership were Montcan Investments, Inc., and Morrie Fogelbaum, Trustee ("Fogelbaum").

Whereas Adelstein was administratively dissolved on October 11, 1991 and Harland remained as the sole general partner of the Partnership following such dissolution.

Whereas on May 4, 1992 Harland filed a Certificate of Amendment of the Partnership with the Secretary of State of the State of Florida confirming the withdrawal of Adelstein from the Partnership.

Whereas on June 24, 1993, Adelstein formally assigned its interest in and to the Partnership to the Partnership.

Whereas on January 18, 1996, Shop-Exp, Inc., a Florida limited partnership ("General Partner") was admitted as a general partner to the Partnership, as set forth in that certain Amendment to Certificate of Limited Partnership dated January 18, 1996 and filed with the Secretary of State of the State of Florida on April 8, 1996.

Whereas on May 1, 1997 Harland withdrew from the Partnership and assigned to the Partnership Harland's interest in and to the Partnership pursuant to that certain Assignment Agreement between Harland and the Partnership last dated May 1, 1997 (the "Harland Assignment").

Whereas General Partner is the sole remaining general partner of the Partnership.

Whereas Montcan and Fogelbaum as the sole limited partners of the Partnership.

Whereas the parties desire to confirm, ratify and memorialize the above events and the current percentage interests of the remaining partners in the Partnership.

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NOW THEREFORE, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The undersigned hereby confirm and ratify all of the events recited above.
3. The undersigned hereby acknowledge, confirm and ratify that the interests of the general and limited partners in the Partnership are as follows:

<u>Name</u>	<u>Interest</u>	<u>Percentage Interest in Partnership</u>
Shoppes EXP., Inc.	General Partner	1.0%
Montcan Investments, Inc.	Limited Partner	82.5%
Morrie Fogelbaum, Trustee	Limited Partner	16.5%
		100% Total

4. Montcan and Fogelbaum hereby ratify and confirm all actions taken by General Partner as General Partner of Partnership from and after General Partner's admittance to the Partnership.

5. A true and correct copy of the Harland Assignment is attached hereto and made part hereof, but not attached for filing purposes.

Shoppes of Hidden Harbour, Ltd., a Florida
limited liability company ~~partnership~~

By: Shop-Exp, Inc., General Partner

By: Harvey Wolfe
Harvey Wolfe, President

By: Montcan Investments, Inc., Limited Partner

By: Harvey Wolfe
Harvey Wolfe, President

By: Morrie Fogelbaum, Trustee, Limited Partner

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May 17, 2001

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ASSIGNMENT AGREEMENT

This Agreement made and entered into on the dates hereinbelow indicated by and between the Shoppes of Hidden Harbour, Ltd., a Florida Limited Partnership ("Shoppes") and Harland Associates, Inc., a Florida corporation ("Harland").

WITNESSETH:

Whereas on January 22, 1993, Harland executed and delivered to Shoppes a note in the principal sum of Four Hundred Thousand Dollars (\$400,000.00), a copy of which is attached hereto and made a part hereof (the "Note"); and,

Whereas the obligations under the Note matured on December 31, 1995; and,

Whereas, Harland has not paid said obligations; and

Whereas, as collateral for the Note, Harland pledged its entire interest in two (2) partnerships, being Shoppes of Hidden Harbour, Ltd., and Exp. C.C., Ltd.; and

Whereas, Harland is prepared to transfer the collateral to Shoppes in consideration for the extinguishment of the obligations evidenced by the Note.

NOW, therefore, the parties for good and valuable consideration recite and agree as follows:

1. The above recitals are true and correct.
2. For value received, the adequacy and sufficiency of which is hereby acknowledged, including specifically, the release and discharge of the Note as set forth in Section 5 hereto, Harland does hereby transfer to Shoppes all of its right, title and interest in and to those certain partnerships known as Exp. C.C., Ltd., a Florida limited partnership and Shoppes of Hidden Harbour, Ltd., a Florida Limited Partnership.
3. In making this assignment Harland represents and warrants that the interest hereby transferred is free and clear of all liens and encumbrances, has not been assigned, hypothecated or pledged to any person, firm or entity and that Harland is not insolvent, has no other creditors whose rights would be prejudiced by this transaction, and has not committed an act of insolvency or bankruptcy under the law of the United States. Furthermore, Harland acknowledges that all action required to approve this Agreement by Harland has been lawfully and properly taken and that Harland is not prohibited from executing and entering into this Agreement. Accordingly, upon execution hereof, valid and marketable title to all of the undersigned's interest in said Partnerships is free and clear of any pledge of lien or other encumbrance shall vest in Shoppes.
4. Harland, agrees to indemnify and hold harmless Shoppes from any action, suit, proceeding, claim, demand, judgment, liability, loss, damage or expense which are caused by or arise out of a breach of warranty or inaccurate or erroneous representation made by Harland in this Agreement.
5. Shoppes does hereby acknowledge that Harland is fully released and discharged from all obligations of every kind and nature whatsoever arising under, through or by virtue of the Note. Shoppes represents and warrants that the Note is owned by it free and clear of all liens and encumbrances and has not been assigned, hypothecated or pledged to any person firm or entity. Furthermore, Shoppes acknowledges that all action required to approve this Agreement by Shoppes has been lawfully and properly taken and that Shoppes is not prohibited from executing and entering into this Agreement.
6. Shoppes agrees to indemnify and hold harmless Harland from any action, suit, proceeding, claim, demand, judgment, liability, loss, damage or expense which are caused by or arise out of a breach of warranty or inaccurate or erroneous representation made by Shoppes in this Agreement.

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7. Harland agrees to execute such other documents and take such other actions, as may be reasonably required by Shoppes hereafter, to fully vest in Shoppes, the Partnership interests transferred pursuant to this Agreement.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, both substantive and remedial.

9. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

10. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

11. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

12. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed, sealed and delivered this Agreement as of the date first above written.

HARLAND ASSOCIATES, INC.

By: E. J. de la Cruz
Dated: June 11, 1997

SHOPPES OF HIDDEN HARBOUR LTD.,
SHOP-EXP, INC., a Florida Corporation,
General Partner

By: Harold Wolfe
Dated: May 1, 1997

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