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TALLAHASSEE, FLORIDA

2-18-03



ACCOUNT NO. : 072100000032
REFERENCE : 934239 4732152
AUTHORIZATION : *Patricia Pigato*
COST LIMIT : \$ 52.50

ORDER DATE : February 18, 2003

ORDER TIME : 12:02 PM

ORDER NO. : 934239-005

CUSTOMER NO: 4732152

CUSTOMER: Ms. Tristan Hoffman
Gartner Brock & Simon
Suite 203
1660 Prudential Drive
Jacksonville, FL 32207

DOMESTIC AMENDMENT FILING

NAME: WELLS OFFICE ASSOCIATES II,
LTD.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Sara Lea -- EXT# 1114

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FLORIDA
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**AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
WELLS OFFICE ASSOCIATES II, LTD.**

The Certificate of Limited Partnership of Wells Office Associates II, Ltd., a Florida limited partnership (the "Partnership") filed with the Secretary of State of Florida on July 13, 2000, as document number A00000001104 is hereby amended and restated to read in its entirety as follows:

ARTICLE ONE: NAME

The name of the Partnership is Wells Office Associates II, Ltd.

ARTICLE TWO: MAILING ADDRESS

The mailing address of the Partnership is 751 Oak Street, Suite 600, Jacksonville, Florida 32204.

ARTICLE THREE: NAME AND ADDRESS OF GENERAL PARTNER

The name and principal business address of the General Partner of the Partnership is Skyline Realty Services, Inc., a Florida corporation, 751 Oak Street, Suite 600, Jacksonville, Florida 32204.

ARTICLE FOUR: TERM

The term for which the Partnership shall exist shall commence on July 13, 2000, and shall continue for thirty (30) years from said date, unless the Partnership is sooner dissolved and terminated as provided for by law or in the Agreement of Limited Partnership by which the Partnership shall be governed.

ARTICLE FIVE: REGISTERED AGENT

The street address of the registered agent's office for the Partnership is 751 Oak Street, Suite 600, Jacksonville, Florida 32204, and the name of the registered agent for service of process at that address is R. Lamar Shaw, Jr., who is joining in the execution hereof for the purpose of accepting the appointment as registered agent for service of process for the Partnership.

ARTICLE SIX: PURPOSE

The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the real estate project known as The Plaza at Wells Lake, located in Orange Park, Florida (the "Property") and activities incidental thereto.

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ARTICLE SEVEN: POWERS AND DUTIES

Notwithstanding any other provisions of this Certificate and so long as any obligations secured by a first priority mortgage, deed of trust or deed to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of all partners, the Partnership shall have no authority on behalf of the Partnership to:

- (i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations secured by the Security Instrument;
- (ii) seek the dissolution or winding up, in whole or in part, of the Partnership;
- (iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of or substantially all of its assets or change its legal structure;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any such action; or
- (v) amend, modify or alter Articles six, seven, eight, nine, ten or eleven

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Partnership shall have no authority to take any action in items (i) through (iii) and (v) without the written consent of the holder of the Security Instrument.

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ARTICLE EIGHT: TITLE TO PARTNERSHIP PROPERTY

All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no partner shall have any ownership interest in any Partnership property in its individual name or right, and each partner's interest in the Partnership shall be personal property for all purposes.

ARTICLE NINE: SEPARATENESS/OPERATIONS MATTERS

The Partnership has not and shall not:

- (a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;
- (b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of this Certificate of Limited Partnership, or the Partnership's Partnership Agreement;
- (c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;
- (d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Partnership permitted by the Security Instrument and properly accounted for;
- (e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;
- (f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Partnership, the affiliates of a partner or member of the Partnership and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Partnership;
- (g) enter into any contract or agreement with any partner, member, principal or affiliate of the Partnership or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member,

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principal or affiliate thereof, 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 partner, member, principal or affiliate of the Partnership, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;

- (h) fail to correct any known misunderstandings regarding the separate identity of the Partnership;
- (i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Partnership (except for a Guarantor or Indemnitor (as defined in the Security Instrument));
- (j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Partnership, or any partner, member, principal or affiliate thereof;
- (k) fail to file its own tax returns or to use separate contracts, purchase orders, stationary, invoices and checks;
- (l) 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 with which such other party is transacting business, or (ii) to suggest that the Partnership is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Partnership or any partner, member, principal or affiliate thereof);
- (m) fail to allocate fairly and reasonably among the Partnership and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
- (n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;
- (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;
- (p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Partnership, (ii) any affiliate of a partner, principal, member or affiliate of the Partnership, or (iii) any other person or entity or allow any

person or entity to identify the Partnership as a department or division of that person or entity; or

- (q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Partnership or the creditors of any other person or entity.

ARTICLE TEN: EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A PARTNER

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such partner shall have all the rights of such partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent partner.

ARTICLE ELEVEN: SUBORDINATION OF INDEMNIFICATION PROVISIONS

Notwithstanding any provision hereof to the contrary, any indemnification claim against the Partnership arising under this Certificate, the Partnership Agreement or the laws of the state of organization of the Partnership shall be fully subordinate to any obligations of the Partnership arising under the Security Instrument or any other Loan Document (as defined therein), and shall only constitute a claim against the Partnership to the extent of, and shall be paid by the Partnership in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

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In Witness Whereof, the undersigned have executed this Amended and Restated Certificate of Limited Partnership the 14th day of February, 2003.


GENERAL PARTNER:

Skyline Realty Services, Inc., a Florida corporation

By: 

R. Lamar Shaw, Jr., President

REGISTERED AGENT:



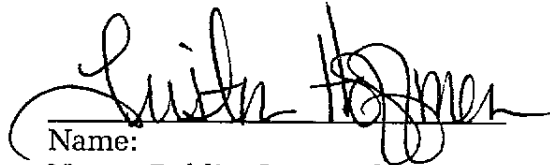
R. Lamar Shaw, Jr.

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TALLAHASSEE, FLORIDA

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STATE OF FLORIDA
COUNTY OF DUVAL

This foregoing instrument was acknowledged before me this 14th day of February, 2003, by R. Lamar Shaw, Jr., as the President of Skyline Realty Services, Inc., on behalf of the corporation, who is either (☒) personally known to me or () has produced _____ identification.

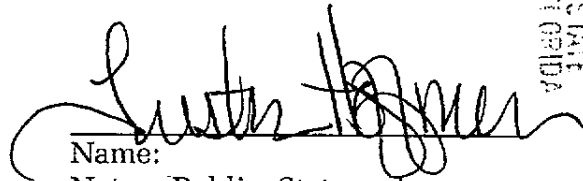


Name:
Notary Public, State and
County Aforesaid
My Commission Expires
(Notarial Seal)

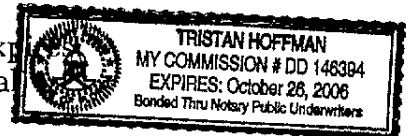


STATE OF FLORIDA
COUNTY OF DUVAL

This foregoing instrument was acknowledged before me this 14th day of February, 2003, by R. Lamar Shaw, Jr., who is either () personally known to me or has produced _____ identification.



Name:
Notary Public, State and
County Aforesaid
My Commission Expires
(Notarial Seal)



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