

CAPITAL CONNECTION, INC.

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John F. Mercedes, LTD

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Signature

Requested by:

Name

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Walk-In

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Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

Merger File

☒ Art. of Amend. File Cert

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

☒ Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
JOHN F. MERCEDE, LTD.**

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Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on April 13, 1978, adopts this Certificate of Amendment to its Certificate of Limited Partnership:

FIRST: Amendments:

1. Article V, Section (1), as previously amended by prior amendment dated December 18, 1997, contained a scrivener's error. Said provision, as previously amended, provided: "The term for which this Partnership is to exist is thirty (30) days from the date of this Amendment unless sooner dissolved as provided for herein." But for the scrivener's error, said provision would have provided: "The term for which this Partnership is to exist is thirty (30) *years* from the date of this Amendment unless sooner dissolved as provided for herein." [*Emphasis added.*]

Accordingly, Article V, Section (1) is hereby amended by restating it as follows:

- (1) Duration. The term for which this Partnership is to exist is thirty (30) years from the date of this Amendment unless sooner dissolved as provided for herein.
2. Article I, Section (5) is hereby amended by adding the following sentence to the end thereof:

Notwithstanding anything contained herein to the contrary, the Partnership shall not engage in any business, and it shall have no purpose, unrelated to

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the Property and shall not acquire any real property or own assets other than those related to the Property and/or otherwise in furtherance of the purposes of the Partnership.

3. **Article III is hereby amended by changing the caption to:**

Management and Activities of the Partnership

4. **Article III, Section (1) is hereby amended by adding the following sentence to the end thereof:**

Anything in this Agreement to the contrary notwithstanding, the General Partner shall have no authority to perform any act in respect of the Partnership in violation of any (i) applicable laws or regulations or (ii) any agreement between the Partnership and PW Real Estate Investments, Inc. or its successors or assigns (collectively, the "Lender").

5. **Article III, Section (2) G. is hereby deleted and the following inserted in lieu thereof:**

The title to any interest in real estate or other assets purchased or otherwise acquired by the Partnership may only be taken in the name of the Partnership.

6. **Article III is hereby amended by adding the following as Section (7) thereto:**

(7) Anything in this Agreement to the contrary notwithstanding, so long as any indebtedness remains outstanding by the Partnership to the Lender, the Partnership shall not:

A. make any loans to the General Partner or its
Affiliates;

B. except as permitted by the Lender in writing,

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sell, encumber (except with respect to the Lender) or otherwise dispose of all or substantially all of the properties of the Partnership (a sale or disposition will be deemed to be "all or substantially all of the properties of the Partnership" if the sale or disposition includes the Property or if the total value of the properties sold or disposed of in such transaction and during the twelve months preceding such transaction is 66-2/3% or more in value of the Partnership's total assets as of the end of the most recently completed Partnership fiscal year);

- C. dissolve, wind-up, or liquidate the Partnership;
- D. merge, consolidate or acquire substantially all the assets of another person or entity;
- E. change the nature of the business conducted by the Partnership; or
- F. except as permitted by the Lender in writing, amend or modify this Agreement.

For purposes of this Agreement, Affiliate means any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a Partner. For purposes hereof, the terms "control", "controlled", or "controlling" shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of (x) the outstanding shares of any class of voting securities or (y) the Partnership or beneficial interests of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities, (ii) the control in any manner over the General Partner(s) or the election of more than one director or trustee (or persons exercising similar functions) of such person or entity, or (iii) the power to exercise, directly or

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indirectly, control over the management or policies of such person or entity.

7. **Article III is hereby amended by adding the following as Section (8) thereto:**

(8) Title to Partnership assets shall be held in the Partnership's name.

8. **Article III is hereby amended by adding the following as Section (9) thereto:**

(9) The Partnership shall not incur, assume or guaranty indebtedness or incur any liability other than (i) debts and liabilities for trade payables and accrued expenses incurred in the ordinary course of business of operating the Property and (ii) the loan made or to be made to the Partnership by the Lender.

9. **Article III is hereby amended by adding the following as Section (10) thereto:**

(10) The Partnership shall not, without the affirmative vote of 100 percent of the Partners, institute proceedings to be adjudicated bankrupt or insolvent; or consent to the institution of bankruptcy or insolvency proceedings against it; or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy; or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Partnership or a substantial part of its property; or make any assignment for the benefit of creditors; or admit in writing its inability to pay its debts generally as they become due; or take any action in furtherance of any such action.

10. **Article IV is hereby amended by adding the following as Section (4) thereto:**

All funds of the Partnership shall be deposited in such checking accounts,

savings accounts, time deposits, or certificates of deposit in the Partnership's name or shall be invested in the Partnership's name, in such a manner as shall be designated by the General Partner from time to time. Partnership funds shall not be commingled with those of any other person or entity. Partnership funds shall be used by the General Partner only for the business of the Partnership.

11. **Article V is hereby amended by adding the following as Section (3) thereto:**

The Partnership shall not terminate or dissolve solely as a consequence of the bankruptcy, insolvency, appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of the General Partner or any additional or substitute general partner(s) of the Partnership or a substantial part of the General Partner or such addition or substitute general partner's property, or assignment for the benefit of its creditors, or an admission in writing of the inability to pay its debts generally as they become due, or any similar action, of the General Partner.

SECOND: This Certificate of Amendment shall be effective at the time of its filing with the Florida Department of State.

IN WITNESS WHEREOF, John F. Mercede, the general partner of John F. Mercede, Ltd., has executed this Certificate of Amendment this 9 day of March, 1999.

**JOHN F. MERCEDE, LTD., a Florida
limited partnership**

By: John F. Mercede G.P.
John F. Mercede, General Partner