

A09088
SHEPARD, FILBURN & GOODELLAT P.A.
ATTORNEYS & COUNSELORS AT LAW
May 31, 2001

Division of Corporations
409 E. Gaines St.
Tallahassee, Florida 32399

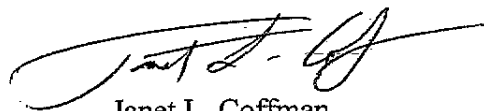
Re: Filing

Dear Clerk: **A09088**

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****105.00 ****52.50

Enclosed please find the original Amended and Restated Certificate and Agreement of Limited Partnership for Blossom Corners Apartments II, LTD., and the Amended and Restated Certificate and Agreement of Limited Partnership for Curiosity Creek Apartments, LTD., along with a check in the amount of \$105.00 for both. Also, please find the original 2nd Amended and Restated Articles of Incorporation of Baron Capital LXXXV, Inc., and the Amended and Restated Articles of Incorporation of Baron Capital XXXII, Inc. along with a check in the amount of \$70.00 for both. Please file said documents. Thank you.

Very truly yours,



Janet L. Coffman
Assistant to Clifford B. Shepard, III

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TALLAHASSEE FLORIDA
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FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 15, 2001

JANET L. COFFMAN
SHEPARD FILBURN & GOODBLATT, P.A.
221 NORTHEAST IVANHOE BLVD SUITE 205
ORLANDO, FL 32804

SUBJECT: BLOSSOM CORNERS APARTMENTS II, LTD.
Ref. Number: A09088

We have received your document for BLOSSOM CORNERS APARTMENTS II, LTD. and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

In order to change your amount of capital contributions, you must file a supplemental affidavit (enclosed - please note that the fees are printed at the bottom of the form). The amended and restated articles cannot be filed until the supplemental affidavit is filed, but you can send them both together with a copy of this letter.

The amended and restated articles cannot have an effective date that is prior to the date of filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6051.

Lee Rivers
Document Specialist

Letter Number: 301A00036747

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TALLAHASSEE FLORIDA

SHEPARD, FILBURN & GOODBLATT, P.A.

ATTORNEYS & COUNSELORS AT LAW

June 19, 2001

Mr. Lee Rivers
Document Specialist
Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

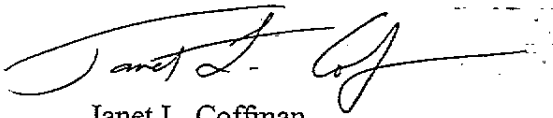
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TALLAHASSEE FLORIDA

Re: Curiosity Creek and Blossom Corners

Dear Lee:

Enclosed please find our original Amended and Restated Certificate and Agreement of Limited Partnership for Blossom Corner Apartments II, LTD., and Curiosity Creek Apartments LTD. I am returning these originals to you and providing you with a copy of your letters as you requested. **Please be aware that under separate cover the Supplemental Affidavits and checks are being sent to you via Federal Express and you will receive these Affidavits and checks on Wednesday, June 20, 2001. Please file these documents upon receipt. Thank you!**

Very truly yours,


Janet L. Coffin,
Assistant to Clifford B. Shepard, III

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enclosures

AMENDED AND RESTATED CERTIFICATE AND AGREEMENT
OF
LIMITED PARTNERSHIP
BLOSSOM CORNERS APARTMENTS II, LTD.

THIS AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP, made at Cincinnati, Ohio, effective this 30th day of May 2001, by and between Baron Capital XXXII, Inc., hereinafter referred to as "General Partner," Blossom Corners Associates, Ltd., and Cardinal Industries of Florida Services Corporation, hereinafter referred to collectively as "Limited Partner," and Baron Strategic Investment Fund, Ltd., hereinafter referred to as the "Special Limited Partner."

BACKGROUND INFORMATION

A. The General Partner has the authority, *inter alia*, to manage the Limited Partnership and the Limited Partnership business, which business consists of the management, rental and maintenance of Blossom Corners Apartments, consisting of 68 units located on a parcel located in Orlando, Florida. In order to manage the property for its intended purpose, this amendment to the Certificate and Agreement of Limited Partnership is required.

B. The General Partner has the authority to execute and file all amendments, alterations or changes in the Certificate which comply with the terms of the Partnership Agreement.

PROMISES, COVENANTS AND CONDITIONS

ARTICLE I ORGANIZATION OF PARTNERSHIP

1.1 Formation of Limited Partnership. The parties do hereby form a limited partnership ("Limited Partnership") pursuant to the provisions of Chapter 620, Florida Statutes.

1.2 Name and Principal Place of Business. The name of the Limited Partnership shall be Blossom Corners Apartments II, Ltd., and its principal place of business shall be 7826 Cooper Road, Cincinnati, Ohio 45242.

1.3 Purpose of the Partnership. The purpose of the Partnership is limited solely to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the Property, (ii) entering into the Mortgage and Security Agreement by the Partnership in favor of GMAC Commercial Mortgage Corporation, a California corporation, its successors and assigns, (the "Lender") (the "Mortgage") with the Lender, and (iii) transacting any and all lawful business that is incident, necessary, and appropriate to accomplish the foregoing.

1.4 Period of Existence. The Limited Partnership shall continue until July 1, 2010, unless sooner terminated in accordance with the provisions of this Certificate and Agreement.

ARTICLE II PARTNERS

2.1 General Partner. Baron Capital XXXII, Inc., 7826 Cooper Road, Cincinnati, Ohio 45242, shall be the General Partner.

2.2 Limited Partner. Blossom Corners Associates, Ltd., and Cardinal Industries of Florida Services Corporation, shall be the Limited Partners.

2.3 Special Limited Partner. Baron Strategic Investment Fund, Ltd., shall be the Special Limited Partner.

ARTICLE III CAPITAL CONTRIBUTIONS

3.1 Initial Capital. The initial capital of the Partnership shall be One Thousand Dollars (\$1,000.00). Such contribution shall be made by the General and Limited Partners, in cash, and in proportion to the allocation of units, as hereinafter provided.

3.2 Additional Capital Requirements. In the event additional capital is required to meet the needs of the Limited Partnership, the General and Limited Partners shall make the required capital contributions in proportion to the allocation of units.

ARTICLE IV ALLOCATION OF UNITS, PROFITS, LOSSES AND CASH FLOW

4.1 Units. For the purpose of allocating profits and losses and distribution of cash flow, the Partnership shall be divided into one hundred one (101) units. Said units shall be distributed and allocated among the Partners as follows:

GENERAL PARTNER	10
LIMITED PARTNER	90
SPECIAL LIMITED PARTNER	<u>1</u>

101

4.2 Allocation of Profits and Losses. The net profits of the Limited Partnership shall be divided among and any losses shall be borne by the General and the Limited Partners based upon the number of units allocated to each Partner. The Special Limited Partner shall have no interest in net profits nor any responsibility for losses. All profits or losses shall be credited or charged, as the case may be, to the capital account established for said General or Limited Partner. Such allocation shall represent the proportionate part of such item of income, gain, loss, deduction or credit that is earned, realized or available by or to the Limited Partnership for Federal Income Tax purposes.

4.3 Distribution of Cash Flow. The term "cash flow" of the Limited Partnership as used herein shall mean net profits derived from the property owned by the Limited Partnership as determined through the use of standard accounting principles except that (a) depreciation of buildings, improvements and other real and personal property shall not be considered a deduction; (b) amortization of the principal of any loan or loans, whether with respect to real or personal property or otherwise shall be considered a deduction; (c) any amounts expended by the Limited Partnership (as determined by the General Partner) for capital improvements, to the property, including replacements shall be considered a deduction; (d) if the General Partner shall so determine, a reasonable reserve shall be deducted to provide funds for improvements or other contingencies of the Limited Partnership; and (e) the proceeds from re-financing the mortgage on the property shall be considered cash flow.

Cash flow shall be distributed not less than annually and shall first be allocated exclusively to the Special Limited Partner until its capital contributions and any accrued but unpaid return which shall be twelve percent (12%) per annum on the un-retained capital, starting with January 1, 2001. Upon repayment of the Special Limited Partner in full, its partnership interest shall terminate, its unit shall be returned to the Partnership, and it shall have no liability for, nor interest in, the further activities and distributions of the Partnership. Thereafter, cash flow shall be allocated in proportion to the number of units allocated to the General Partner and the Limited Partner. Distributions of cash flow shall be charged to the capital account for the respective General or Limited Partner.

ARTICLE V RIGHT TO CONTINUE BUSINESS

A substitute general partner shall have the power to continue the business of the Partnership upon the termination, dissolution, or lack of capacity of a general partner.

So long as the GMAC Mortgage is outstanding, every general partner of the Partnership shall be a Single Purpose Entity.

The prior written consent of all the general partners of the Partnership, including the consent of the Independent Directors, is required for (i) the withdrawal of any general partner from the Partnership, (ii) the admission of any general partner to the Partnership, or (iii) any other assignment, pledge, sale or transfer, in whole

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or in part, of a general partner's interest in the Partnership. After the withdrawal or admission of any partner, the Partnership shall continue as a limited partnership, subject to applicable law.

If there are one or more general partners of the Partnership, notwithstanding any other provision of this Partnership Agreement to the contrary, the Partnership shall continue (and not dissolve) for so long as a single solvent general partner exists.

ARTICLE VI MANAGEMENT OF THE PARTNERSHIP

The General Partner shall have the full right to manage the Limited Partnership and the Limited Partnership business. In managing the Limited Partnership business, the following shall apply:

6.1 General Partner's Obligation of Service. The General Partner shall render services consistent with the above provisions of this Article 6.1 and shall devote much of its time as it, in its absolute discretion, deems necessary or desirable to the affairs of the Limited Partnership. The General Partner shall receive no compensation for its services except (i) as provided in Article 6.2, (ii) by way of sharing in the capital and net profits of the Limited Partnership as herein provided, and (iii) the Limited Partnership shall reimburse the General Partner for any expense incurred by the General Partner with respect to the Limited Partnership business, including the cost of reasonable compensation incurred by the General Partner with respect to its employees in handling Limited Partnership affairs.

6.2 Other Matters Relating to Partner's Obligations of Service. Any of the Partners may engage in or possess an interest in other business ventures of every type and description, independently or with others, including (but not limited to), the acquisition, ownership, financing, syndication, development, improvement, leasing, operation, management and brokerage of real estate and neither the Limited Partnership nor any of the Partners shall have any right by virtue of this Agreement in or to such independent ventures or to the income or profits derived therefrom.

The fact that a Partner, or a member of his family or an organization, corporation or other entity which is related, directly or indirectly, is employed by, or is directly or indirectly interested in or is connected with, any person, organization, corporation or entity, engaged or employed by the Limited Partnership to render or perform a service, or from which or which the Limited Partnership may buy property of any sort, kind or description shall not prohibit the Partners from executing a lease with or employing such person, organization, corporation or entity or from otherwise dealing with him or it, in any manner whatsoever, so long as such dealing is on an arms' length basis, and neither the Limited Partnership nor any of the Partners as such, shall have any rights in or to any income or profits derived by him or the related party. This provision is intended to authorize the Limited Partnership, at the discretion of the General Partner, to employ any Partner or partnership or corporation of which such Partner forms a part to act as developer, construction supervisor, as management agent or as sales agent or as real estate broker for the operation of and/or sale of all or any part of the real estate or other assets of the Limited Partnership, provided the compensation paid shall be compensation customarily paid for such services in the county in which the property is situated.

6.3 Powers of the General Partner. The General Partner shall have the authority on behalf of the Limited Partnership to conduct any and all Limited Partnership business including (by way of illustration and not of limitation) the authority to establish, maintain and draw upon checking and other accounts in the name of the Limited Partnership in such bank or banks as the General Partner may, from time to time, select; to make secured or unsecured loans of the Limited Partnership funds when such is in furtherance of the Limited Partnership business; to execute any notifications, statements, reports, returns and other filings that are necessary or desirable to be filed with any State or Federal agency or commission or authority, including any State or Federal securities commission, to make any tax election available to the Limited Partnership under the Internal Revenue Code of 1954, or regulations thereunder; to execute, acknowledge and deliver any and all instruments desirable to effectuate any of the foregoing; to sell, exchange, dispose of, transfer, lease or otherwise alienate or convey title to, and/or to grant an option for the sale of all or any portion of the real or personal property of the Limited Partnership, including any mortgage or leasehold or other interest or other property which may be acquired by the Limited Partnership upon a transfer or any real or personal property without limit as to the term whether or not such term (including renewal term) shall extend beyond the date of the termination of the Limited Partnership, whether or not the property so leased is to be

occupied by the lessee, or in turn subleased in whole or in part to others; to borrow money and as security to mortgage all or any part of such Limited Partnership property; to obtain replacements of any such Limited Partnership property; to obtain replacements of any such mortgage or mortgages, and to prepay, in whole or in part, refinance, recast, increase, modify, consolidate, correlate or extend any mortgages affecting such Limited Partnership property, all of the foregoing at such price, rental or amount, for cash, securities or other property and upon such terms as it deems proper; to place record title of such property in the name or names of a nominee or nominees for the purpose of mortgage financing, or any other convenience or benefit of the Limited Partnership; to employ accountants, attorneys and other person, firms, corporations or entities, on such terms and for such compensation as it shall determine; and to execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

The General Partner may arrange for facsimile signature for itself in executing any and all documents, papers, checks or other writings or legal instruments which may be necessary or desirable in the Limited Partnership business.

6.4 Protection of General Partner. The General Partner shall have no liability to the Limited Partnership or any of the Partners for any mistake or error in judgment or for any act or omission believed by it in good faith to be within the scope of authority conferred upon it by this Agreement and shall have liability only for acts and omissions involving its intentional wrongdoing. The fact that the General Partner has obtained the advice of legal counsel for the Limited Partnership that any act or omission by it is within the scope of authority conferred upon it by this Agreement shall be conclusive evidence that it believed in good faith such act or omission to be within the scope of authority conferred upon it by this Agreement, but the General Partner shall not be required to procure such advice to be entitled to the benefit of this proceeding sentence. The Limited Partnership shall indemnify and save harmless the General Partner against and from any personal loss, liability or damage incurred by it as a result of any act or omission with respect to which it is protected under the provisions of this Article:

6.5 Limitation on Powers of General Partners. Notwithstanding any other provision of this Partnership Agreement to the contrary, the unanimous consent of all partners (including the consent of the Independent Directors) and the Lender or 1st Mortgagee is required for the Partnership to do any of the following:

- (a) engage in any business or activity other than those set forth in Article II of this Partnership Agreement;
- (b) incur any indebtedness or assume or guaranty any indebtedness other than the GMAC Mortgage Loan and unsecured trade debt incurred in the ordinary course of business which is payable within thirty (30) days of when incurred, provided that the total outstanding amount of such trade debt does not exceed any maximum amount provided in the GMAC Mortgage at any one time;
- (c) institute proceedings to be adjudicated bankrupt or insolvent;
- (d) consent to the institution of bankruptcy or insolvency proceedings against it;
- (e) file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy;
- (f) seek or consent to the appointment of a receiver, liquidator, conservator, assignee, trustee, sequestrator, custodian or any other similar official of the Partnership or a substantial part of the property of the Partnership;
- (g) make any assignment for the benefit of creditors;
- (h) admit in writing its inability to pay its debts generally as they become due;
- (i) otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally;

- (j) dissolve or liquidate, in whole or in part;
- (k) consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any person or entity;
- (l) amend or cause to be amended this Partnership Agreement;
- (m) engage in transactions with affiliates; or
- (n) take any action in furtherance of any of the preceding actions.

The general partner shall have the discretion to admit additional limited partners without the consent of the Limited Partner.

ARTICLE VII ACCOUNTING PROCEDURES

The rights and obligations of the Partners with respect to information about the business of the Limited Partnership shall be determined by the provisions of this section.

7.1 Books of Account. The General Partner shall keep or cause to be kept proper books of account in which shall be entered promptly each appropriate transaction of the Limited Partnership. These books of account shall be kept on the accrual or cash receipt and disbursements method of accounting, as determined by the General Partner. Such books of account shall be kept at all times at the principal office of the Limited Partnership and shall be open to the reasonable inspection and examination by any Partner or its duly authorized representative.

7.2 Annual Reports. The General Partner shall cause an accountant to prepare and deliver to all Partners within ninety (90) days after the end of the Limited Partnership year: (1) a statement of cash receipts and disbursements, (2) a statement of the determination of the net profits and losses of the Limited Partnership and a statement of the determination of the cash flow of the Limited Partnership, as defined above, for such year, (3) a balance sheet as of year-end, and (4) a statement showing net income or loss of the Limited Partnership for Federal income tax purposes and a share thereof allocable to each Partner.

ARTICLE VIII RESTRICTIONS ON TRANSFERS OF PARTNERSHIP INTERESTS

8.1 Transfers of Limited Partnership Interests. The Limited Partner may sell, assign, pledge, hypothecate or in any manner transfer its or his interest in the Limited Partnership, provided that such sale, assignment, pledge, hypothecation or other transfer shall create only the right in the transferee to share or participate in the profits or losses of the Limited Partnership which the transferring partner has pursuant to this Agreement. The transferee shall not be a substitute Limited Partner unless he has obtained the written consent of the General Partner, and all parties have complied with the applicable requirements of law to effectuate such status as a substitute Limited Partner. If such written consent has been obtained and if the applicable requirements of the laws have been met, then such transferee shall be a substitute Limited Partner, subject to the following:

- (a) Unless and until a written instrument of transfer in a form satisfactory to the General Partner is executed and filed with the General Partner and payment is made to the Limited Partnership of its reasonable expenses in connection with such transfer, such transfer shall be invalid and ineffective as to the Limited Partnership, and all Partners and the Limited Partnership shall not recognize the same for any purpose;
- (b) Upon receipt of such instrument and payment, the Limited Partnership shall thereafter pay to the transferee all further distributions on account of the interest of the Limited Partner so transferred; and
- (c) Such transferee shall hold the transferred interest subject to the restrictions of this Agreement respecting further transfers.

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8.2 Bankruptcy or Dissolution of the Limited Partner. The adjudication of bankruptcy or dissolution of the Limited Partner shall not dissolve the Limited Partnership. Upon such adjudication of bankruptcy or dissolution, its representative or transferees, as the case may be, shall have the same rights, powers and obligations as such Limited Partner would have had if it had not been so adjudicated or been so dissolved and any such transferee or transferees shall hold the interest so transferred subject to the restrictions, conditions and provisions of this Agreement as if said Limited Partner had not been so adjudicated or dissolved (including the restrictions on further transfers set forth in Article 8.1).

8.3 Withdrawals. Neither the Limited Partner nor the General Partner shall at any time withdraw from the Limited Partnership except as provided in this Limited Partnership Agreement.

ARTICLE IX TERMINATION OF THE LIMITED PARTNERSHIP

9.1 Causes of Dissolution of the Limited Partnership. The Limited Partnership shall be dissolved upon the happening of any one of the following events;

- (a) The decision of the General Partner, the Limited Partner and the Special Limited Partner to terminate the Partnership;
- (b) Upon the expiration of the term of the Limited Partnership as provided in Article

9.2 Liquidation Procedures. Upon the dissolution of the Limited Partnership, the assets of the Limited Partnership shall be liquidated (except to the extent that any Partner shall indicate in writing a desire to receive his distributable share in kind and the General Partner, in its discretion, shall conclude to accommodate such desire, to so distribute in kind and distributable shares of the Limited Partnership assets), all of which shall be applied in the following order according to the provisions of Chapter 620 of the Florida Statutes.

- (a) Those to creditors in order of priority as provided by law, except those to the Limited Partner on account of its contributions and profits, and except to the General Partner.
- (b) Those to the establishment of any reserves that may be deemed by the General Partner or other persons having control of the liquidation proceedings to be reasonably necessary for any contingent or unforeseen liabilities or obligations of the Limited Partnership.
- (c) To the Limited Partner in respect of its shares of any undistributed net profits in the Limited Partnership.
- (d) To the Limited Partner in respect of its then capital account.
- (e) To the General Partner other than for capital and net profits of the Limited Partnership.
- (f) To the General Partner in respect of its share of any undistributed net profits of the Limited Partnership.
- (g) To the General Partner in respect of its then capital account.

Upon dissolution of the Limited Partnership, a statement shall be prepared by the accountant employed by the Limited Partnership, setting forth the assets and the liabilities of the Limited Partnership, and a copy of such statement shall be furnished to each Partner within thirty (30) days after dissolution.

For purposes of the liquidation of the Limited Partnership assets, the discharge of its liabilities and the distributions of the remaining funds among the Partners as above described, the General Partner, consistent with the provisions of Article V herein, shall have the authority on behalf of the Limited Partnership to sell, convey, exchange or otherwise transfer the assets of the Limited Partnership for such considerations and upon such terms and conditions as it determines appropriate. However, the General Partner shall cause all Limited Partnership assets to be appraised by competent qualified appraisers. Any excess of fair market value, as evidenced by such

appraisers, over book value of any Limited Partnership assets shall be deemed profits and losses subject to the provisions of Article IV herein. The General Partner shall have the authority to purchase any Limited Partnership assets at the appraised fair market value by payment to the Limited Partner of its respective share of capital and profits with respect to such assets. A reasonable time shall be allowed for the orderly liquidation of the assets of the Limited Partnership and the discharge of liabilities of the Limited Partnership to creditors to enable the Limited Partnership to minimize losses during a liquidation period. Any return of all or any portion of the contributions made by a Partner to the capital of the Limited Partnership shall be made solely from Limited Partnership assets, and the General Partner shall not be personally liable for such return.

ARTICLE X DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below.

The term **"control"** means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

An **"Independent Director"** shall mean a director of a corporation so long as such director is not at the time of initial appointment and has not been at any time during the preceding five (5) years and shall not be at any time while serving as Independent Director any of the following: (a) a stockholder, director, officer, employee, partner, or member of any partner of the Partnership, the Partnership, or any affiliate of any such partner or the Partnership; (b) a shareholder, director, officer, employee, partner or member of, or an individual who is a customer, supplier or service provider (including professionals), or other person who derives more than 10% of its purchases, revenues, compensation or other financial remuneration from its activities with any partner of the Partnership, the Partnership, or any affiliate of any such partner or the Partnership, or who otherwise is financially dependent on any stockholder, director, officer, employee, partner or member of the Partnership, any partner of the Partnership, family member of any such stockholder, director, officer, employee, partner or member by blood or marriage or a business entity owned or controlled by any of the foregoing; (c) a person or other entity controlling or under common control with any such stockholder, director, officer, employee, partner, member, customer, supplier, service provider or other person; or (d) a member of the immediate family of any individual described in (a), (b) or (c) above. As used herein, the **"Independent Directors"** shall mean the independent directors of Baron Capital Inc. FILED
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"Non-Consolidation Opinion" shall mean an opinion of counsel to the Partnership (reasonably satisfactory to the Lender and each Rating Agency in form and substance, from counsel reasonably satisfactory to the Lender and each Rating Agency and containing assumptions, limitations and qualifications customary for opinions of such type) to the effect that a court of competent jurisdiction in a proceeding under the United States Bankruptcy Code would not consolidate the assets and liabilities of the Partnership with those of any partner or affiliate thereof which became a debtor under the United States Bankruptcy Code, and if applicable to the Partnership, that any such transfer would not be a fraudulent conveyance under the United States Bankruptcy Code.

A **"Single Purpose Entity"** shall mean an entity, other than an individual, that is formed or organized solely for the purpose of holding, directly, an interest in the Partnership, does not engage in any business unrelated to the ownership of such interest, does not have any assets other than those related to the ownership of such interest, has its own separate books and records and its own accounts, and holds itself out as being an entity separate and apart from any other entity, and whose organizational documents contain provisions substantively similar to those contained herein relating to its purpose, separateness, and the requirement for direct or, if such entity is not a corporation, indirect, consent of an Independent Director to the same types of transactions specified herein.

ARTICLE XI MISCELLANEOUS

11.1 **Notices.** Any notice required or desired to be given to any Partner of the Limited Partnership shall be in writing and shall be deemed given:

- (a) To the Limited Partnership when deposited in the United States Mail, first class and postage prepaid, addressed to the Limited Partnership at the address of its principle office; and

- (b) To the General Partner or the Limited Partner when deposited in the United States Mail, first class and postage prepaid, addressed to that Partner at the address set forth herein, or to such other address as the Partner may previously have specified in a notice to the Partner giving notice.

11.2 Variation in Pronouns. Each pronoun shall include any gender or number thereof as the identity of its antecedent may require.

11.3 Entire Agreement. This Agreement contains the entire understanding between the parties hereto and supersedes any prior understandings or agreements between them respecting the subject matter. There are no representations, arrangements, understandings or agreements, oral or written, among the parties relating to the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the then Partners.

11.4 Severability. If any provisions of this agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.

11.5 Counterparts. This Agreement may be executed in several counterparts; all executed counterparts shall constitute one Agreement, binding on all parties, even though all parties have not executed the original or the same counterpart.

11.6 Successors in Interest. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective heirs, assigns, administrators, executors, personal representatives and successors of any of the parties hereto.

11.7 Captions. The captions at the beginning of the several sections and subsections of this Agreement are not a part of the context hereof but are merely labels to assist in locating and reading those sections and subsections. They shall be ignored in construing this Agreement.

11.8 Power of Attorney. The Limited Partner irrevocably constitutes and appoints the General Partner its true and lawful attorney-in-fact, in its name, stead and place to make, execute, sign, acknowledge and file any other certificate or instruments, or any amendment to such certificate or instrument, that the General Partner may deem necessary or desirable to be filed with any governmental or other authority.

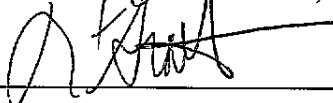
11.9 Governing Law. This Agreement has been drafted and executed and will be performed in the State of Florida. All questions concerning this Agreement and performance hereunder shall be judged and resolved in accordance with the laws of the State of Florida.

11.10 Arbitration. In the event of any dispute under this Limited Partnership Agreement, such dispute shall be settled by arbitration in Orange County, Florida, in accordance with the then prevailing rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.

THIS CERTIFICATE AND AGREEMENT executed and effective as of the day and year first above written.

GENERAL PARTNER
BARON CAPITAL XXXII, INC.

SWORN TO AND EXECUTED BY:

 (SEAL)

Attest:  (SEAL)

STATE OF OHIO
COUNTY OF HAMILTON

On the 30 day of MAY, 2001, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared the above named GREGORY K MCGINTH and BARON CAPITAL XXX II, known to me to be the PRESIDENT and and respectively of BARON CAPITAL XXX II, authorized to do business in the State of FLORIDA, and they severally acknowledged executing the foregoing Amended and Restated Certificate and Agreement of Limited Partnership freely and voluntarily under authority duly vested in them by said Corporation and the seal affixed thereto is the true corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of MAY, 2001.

Dawnita R Adams
NOTARY PUBLIC
State of OHIO at Large

My Commission Expires: 03/05/06

DAWNITA R ADAMS
Notary Public, State of Ohio
Commission Expires 03-05-06

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