



THE UNITED STATES
CORPORATION
COMPANY

A14514

ACCOUNT NO. : 072100000032

REFERENCE : 471858 81686A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : July 23, 1997

ORDER TIME : 10:40 AM

ORDER NO. : 471858-005

CUSTOMER NO: 81686A

CUSTOMER: Edgar Lewis, Esq
Keith Mack, LLP
20th Floor
200 South Biscayne Boulevard
Miami, FL 33131

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-07/24/97--01001--013
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-07/29/97--01104--017
*****17.50 *****17.50

DOMESTIC AMENDMENT FILING

NAME: GREEN-EAST #2 LIMITED

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
RESTATED ARTICLES OF INCORPORATION

J. IAA
FILING 17.50
R. AGENT FEE
C. COPY
TOTAL 17.50
N. BANK
BALANCE DUE
REFUND

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Warren Whittaker

EXAMINER'S INITIALS: *WJ*

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**CERTIFICATE OF AMENDMENT
TO
GREEN-EAST #2 LIMITED
LIMITED PARTNERSHIP
CERTIFICATE AND AGREEMENT**

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Pursuant to the provisions of Section 620.109 of the Florida Uniform Limited Partnership Act, and pursuant to the irrevocable power of attorney granted to the General Partners in provisions contained in Article 16.1(a)(i) and Article 16.2(b), respectively, by and through its General Partners, GREEN-EAST #2 LIMITED, a Florida limited partnership (the "Limited Partnership"), hereby amends its Certificate of Limited Partnership of Green-East #2 Limited dated May 13, 1983, filed May 13, 1983, as amended by that certain Amended Certificate of Limited Partnership of Green-East #2 Limited dated December 23, 1983 (filing information illegible); as further amended by that certain Amendment to the Green-East #2 Limited, Limited Partnership, Certificate and Agreement dated July 23, 1985, filed August 5, 1985 (collectively, the "Agreement"), made by and among Easton-Babcock & Associates, Inc., a Florida corporation (f/k/a Hopkins-Easton & Associates, Inc.; "EBA"), 7900 Biscayne Corp., a Florida corporation, as assignee and successor general partner of Allen R. Greenwald ("Biscayne"; EBA and Biscayne shall be collectively referred to as the "General Partners," and individually as a "General Partner"), and each of the following original limited partners: Finlay B. Matheson, Trustee ("Matheson"); Allen R. Greenwald; Easton-Hopkins-Richardson Partnership; Janewald Associates; Thomas W. Kimen ("Kimen") and Barry Hastings ("Hastings"). For purposes hereof, the following shall hereinafter be collectively referred to as the "Limited Partners", and individually as a "Limited Partner": Matheson, Kimen, Hastings, E. W. Easton, Trustee FBO E. W. Easton Pension Plan; Edward E. Easton, individually; Stephen H. Bittel and MKS Partners, and files this Certificate of Amendment, as follows:

A. The Agreement shall be amended as follows:

1. The reference contained in Article IV of the Agreement to the word "character" shall be deleted and the words "sole purpose" shall be inserted in lieu thereof.

2. All definitions of the "Property" contained in the Agreement shall be deleted and the following shall be inserted in lieu thereof:

"Property" shall mean that certain real property, the land and improvements known as Biscayne Plaza, a community shopping center with 353,302 gross square feet of building area, constructed in 1954, located at the Northwest corner of N.E. 79th Street and Biscayne Boulevard, Miami, Dade County, Florida.

3. All definitions of "Affiliates" contained in the Agreement shall be deleted in the term shall be inserted in lieu thereof:

"Affiliates" shall mean: (i) any officer, shareholder, director or representative of any shareholder of any partner of the Partnership; (ii) any partner of the Partnership; (iii) any other person or entity controlled by, controlling, or under common control with the Partnership, any partner of the Partnership or any shareholder of any partner of the Partnership, or (iv) any member of the immediate families (including spouses, ancestors, siblings and lineal descendants) of any of the foregoing.

4. The Agreement shall be further amended by the insertion of a new article providing for: (i) limiting the powers of the Limited Partnership; (ii) the exercise of voting power by the General Partners of this Limited Partnership; and (iii) certain covenants of the General Partners and the Limited Partnership as follows:

"ARTICLE XIX - LIMITATIONS AND APPROVAL OF CERTAIN ACTIONS:

COVENANTS OF THE LIMITED PARTNERSHIP.

(1) Definitions. For purposes of this Article XIX, certain capitalized terms shall have the meanings set forth below:

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(a) "Loan" shall mean that certain \$12,200,000 mortgage loan made by Lehman Brothers Holdings Inc., d/b/a Lehman Capital, a division of Lehman Brothers Holdings Inc., a Delaware corporation, to the Limited Partnership.

(2) Limitations. Notwithstanding anything to the contrary contained in the Agreement, so long as the Loan is outstanding and remains unpaid, this Limited Partnership shall not be authorized to take any of the following actions:

(a) Incur any obligation or indebtedness, other than the Loan and trade payables incurred in the ordinary course of business relating to the ownership and operation of the Property, or own any assets other than the Property.

(b) Sell, pledge, mortgage (other than in connection with the Loan), lease (other than in the ordinary course of business) or otherwise transfer any material asset of this Limited Partnership.

(c) Amend this Article XIX as set forth in this Certificate of Amendment or Article IV of the Agreement relating to the limited purpose of this Limited Partnership.

(d) Engage in any merger or engage in any other consolidation transaction with respect to this Limited Partnership or exchange the interests of this Limited Partnership for interests of any other entity.

(e) Dissolve, liquidate, consolidate or windup the affairs of this Limited Partnership.

(f) Authorize or approve the issuance of any rights or options to purchase any assets of this Limited Partnership.

(3) Required Approval. Notwithstanding anything to the contrary contained in the Agreement, without the prior written unanimous consent of its General Partners, this Limited Partnership shall not be authorized to file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings.

(4) Covenants of the General Partners. The General Partners shall exercise all of the powers of this Limited Partnership, and the General Partners and the Limited Partnership hereby

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covenant and agree that the Limited Partnership shall comply with the following separateness covenants:

- (a) Maintain books and records separate from any other person or entity.
- (b) Maintain separate accounts and refrain from commingling any of its accounts or assets with those of any other person or entity.
- (c) Maintain separate financial statements.
- (d) Conduct its own business in its own name.
- (e) Pay its own liabilities out of its own funds.
- (f) Comply with and observe all formalities of the Florida Revised Uniform Limited Partnership Act.
- (g) Maintain an arms-length relationship with its Affiliates.
- (h) Pay the salaries of its own employees and maintain a sufficient number of employees to conduct its business operations.
- (i) Refrain from acquiring obligations or securities of its partners or Affiliates.
- (j) Refrain from guaranteeing or incurring any obligation for the debts of any other person or entity, or pledge or make available its credit to satisfy the obligations of any other person or entity.
- (k) Refrain from pledging its assets for the benefit of any other person or entity or make any loans or advances to any person or entity.
- (l) Allocate fairly and reasonably any overhead for shared office space.
- (m) Use separate stationary, invoices, and checks.
- (n) Represent and conduct its business as a separate entity operating as a limited partnership.
- (o) Correct any known misunderstandings regarding its status as a separate entity.
- (p) Maintain adequate capital to conduct the transactions contemplated in connection with its business operations.

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(q) Continue its existence and not dissolve or liquidate for so long as at least one General Partner is solvent.

5. For purposes of this Certificate of Amendment, the effective date shall be the date of filing of this Certificate of Amendment with the Florida Secretary of State of the State of Florida.

6. Except as set forth in this Certificate of Amendment, all of the remaining provisions of the Agreement are ratified and confirmed, to the extent not inconsistent with the terms hereof. In the event of any conflict, inconsistency or ambiguity between this Certificate of Amendment and the terms of the Agreement, the terms of this Certificate of Amendment shall govern and control.

7. All references to "loans" (other than the Loan), and the transactions contemplated thereby, contained in the Agreement are hereby deleted in their entirety. The parties hereto acknowledge that all such loans referred to in the Agreement have been paid in full and are no longer outstanding.

IN WITNESS WHEREOF, the General Partners of this Limited Partnership have caused this Certificate of Amendment to be signed on this 21st day of March, 1997.

GENERAL PARTNERS:

7900 BISCAYNE CORP., a Florida corporation

By: 

Name: Allen R. Greenwald

Title: Pres.

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EASTON-BABCOCK & ASSOCIATES, INC., a
Florida corporation

By: *Edward W. Easton*
Name: Edward W. Easton
Title: Chairman

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