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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite I • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Sunvest, LTD II

Signature _____

Requested by:

Name _____ Date _____ Time _____

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☐ Art of Inc. File _____
☒ LTD Partnership File Amend _____
☐ Foreign Corp. File _____
☒ L.C. File Amend _____
☐ Fictitious Name File _____
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SUNVEST, LTD. II

Amendment to Agreement and Certificate of Limited Partnership

This is an Amendment to the Agreement and Certificate of Limited Partnership of Sunvest, Ltd. II, a Florida Limited Partnership.

For so long as the Mortgage, Security Agreement and Assignment of Leases and Rents executed for the benefit of Column Financial, Inc., its successors and assigns ("Lender") shall be outstanding against the real property and improvements thereon owned by Sunvest, Ltd. II and located at 2120 Duff Road, Lakeland, Florida 33810 (the "Property"), the Company shall:

- (a) not own and will not own any encumbered asset other than (i) the Property or the Limited Partnership's interest therein, and (ii) incidental personal property necessary for the operation of the Property;
- (b) not engage and will not engage in any business other than the ownership, management and operation of the Property;
- (c) not enter into any contract or agreement with any general partner, principal, member or affiliate of the Limited Partnership or any affiliate of any such general partner, principal, or member of the Limited Partnership, 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 an affiliate;
- (d) not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (i) the secured indebtedness to Lender, and (ii) trade payables or accrued expenses incurred in the ordinary course of business of operating the Property; no debt whatsoever may be secured (senior, subordinate or *pari passu*) by the Property;
- (e) not make any loans or advances to any third party (including any general partner, principal, member or affiliate of the Limited Partnership, or any guarantor);
- (f) be solvent and pay its debts from its assets as the same shall become due;
- (g) do all things necessary to preserve its existence and partnership formalities and will not, nor will any partner, limited or general, amend, modify or otherwise change its partnership certificate, partnership agreement, or by-laws in a manner which adversely affects the Limited Partnership's existence as a single-purpose, single-asset "bankruptcy remote" entity;
- (h) conduct and operate its business as presently conducted and operated;
- (i) maintain books and records and bank accounts separate from those of its affiliates, including its general partners, principals and members;

(j) be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any general partner, principal, member or affiliate);

(k) file its own tax returns;

(l) 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;

(m) not, nor will any shareholder, partner, member or affiliate, seek the dissolution or winding up, in whole or in part, of the Limited Partnership;

(n) not enter into any transaction of merger or consolidation, or acquire by purchase or otherwise all or substantially all of the business or assets of, or any stock or beneficial ownership of, any entity;

(o) not commingle the funds and other assets of the Limited Partnership with those of any general partner, principal, member or affiliate, or any other person;

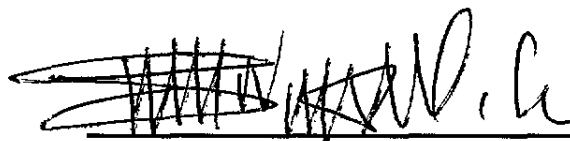
(p) maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or any other person;

(q) and any general partner of the Limited Partnership shall observe all legal and customary formalities regarding its formation and will continue to observe all legal and customary formalities;

(r) not and will not hold itself out to be responsible for the debts or obligations of any other person;

(s) not, upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against the Limited Partnership, seek a supplemental stay or otherwise pursuant to 11 U.S.C. 105 or any other provision of the Act, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of the Limited Partnership to enforce any rights of Lender against any guarantor or indemnitor of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

**SUNVEST, LTD. II, a Florida Limited
Partnership by PROCO PROPERTIES, INC.,
its General Partner**

A handwritten signature in black ink, appearing to read "L. W. Maxwell", is written over a horizontal line.

Lawrence W. Maxwell, President