

# A22044

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**LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION**

**CENTER PLAZA BUILDING, LTD.**

Certificate of Status	1
Certified Copy	1
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Estimated Charge	\$113.75

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No.6378 P. 1

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**AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE  
AND AGREEMENT OF CENTER PLAZA BUILDING, LTD.**

THIS AMENDMENT to Limited Partnership Certificate and Agreement of Center Plaza Building Ltd. (the "Limited Partnership") is entered into this 7 day of December 2006, by Stanley P. Whitcomb, Jr., as the General Partner (the "General Partner") of the Limited Partnership.

WHEREAS, the Limited Partnership was formed on or about February 12, 1986 by and through the adoption by the General Partner and the Limited Partners of the Certificate and Agreement of Center Plaza Building, Ltd., and

WHEREAS, the Limited Partnership wishes to obtain a loan from LaSalle Bank National Association; and

WHEREAS, the lender requires that the Limited Partnership adopt certain provisions relating to the Limited Partnership's existence and purposes,

NOW, THEREFORE, the General Partner amends the Limited Partnership's Certificate and Agreement as follows:

1. Notwithstanding anything to the contrary contained in the Limited Partnership's Certificate and Agreement dated February 12, 1986, the Limited Partnership and its General Partner and Limited Partners hereby waive their right to dissolve or terminate (and waive their right to consent to the dissolution or termination of) the Limited Partnership or the Limited Partnership's Certificate and Agreement, and shall not take any action towards that end, so long as the Limited Partnership is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association (and its successors and/or assigns, collectively, "Lender"), except upon the express prior written consent of Lender. Further, the death, retirement, incapacity, insanity, expulsion, resignation, bankruptcy, insolvency, dissolution or other similar proceedings of, or pertaining to, any partner, or any other event or act causing dissolution of the Limited Partnership pursuant to Florida Statute § 620.8601 or the Limited Partnership's Certificate and Agreement, shall not constitute an event of liquidation, dissolution, or termination of the Limited Partnership or the Certificate and Agreement, except upon the express prior written consent of Lender. Any modification of this Amendment shall require the prior written consent of Lender, provided that such consent shall not be required once the Limited Partnership no longer has any indebtedness or other obligation of any kind whatsoever owing or due Lender. This indebtedness or other obligation of any kind whatsoever owing or due Lender. This section shall cease to be of further force or effect once the Limited Partnership no longer has any outstanding indebtedness or other obligation of any kind whatsoever owing or due Lender.

2. The purpose of the Limited Partnership shall be solely to acquire, operate, and dispose of that real property described in the attached Exhibit "A" commonly known as

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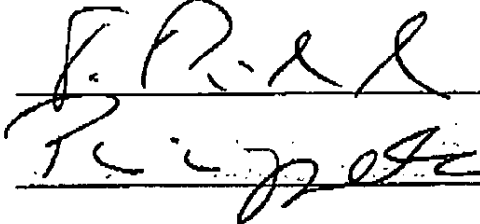
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Center Plaza, in Sun City Center, Florida (the "Property"). So long as the Company is obligated on any indebtedness or obligations of any kind whatsoever to LaSalle Bank National Association, a national banking association (and its successors and/or assigns, collectively, "Lender"), except upon the express prior written consent of Lender: (i) the foregoing statement of purpose shall not be amended; and (ii) the company shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Property, or become a shareholder of or member of partner in any entity which acquires or holds any property other than the Property.

This Amendment is executed and effective as of the date first indicated above.

Witnesses:

General Partner:

  
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Stanley P. Whitcomb, Jr.

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