



**THE UNITED STATES  
CORPORATION  
COMPANY**

# A25402

ACCOUNT NO. : 072100000032  
 REFERENCE : 144425 9156A  
 AUTHORIZATION : *Patricia Pigott*  
 COST LIMIT : \$ 61.25

ORDER DATE : February 23, 1999  
 ORDER TIME : 11:44 AM  
 ORDER NO. : 144425-010  
 CUSTOMER NO: 9156A  
 CUSTOMER: Larry A. Echols, Esq.  
 Echols & Cotter  
 P. O. Box 2579  
 Ft Myers, FL 33932

DOMESTIC AMENDMENT FILING

NAME: SABAL SPRINGS GOLF & RACQUET  
 CLUB, LTD.

EFFECTIVE DATE:

3000002784743--0

RECEIVED  
 FEB 23 PM 12:49  
 DEPARTMENT OF STATE  
 DIVISION OF CORPORATIONS  
 TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT  
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
 XX PLAIN STAMPED COPY  
 XX CERTIFICATE OF GOOD STANDING

\*\*\*FILE 2ND\*\*\*

A25402

|                     |            |
|---------------------|------------|
| Name                | <i>273</i> |
| Availability        |            |
| Director            | <i>Q</i>   |
| Executive           | <i>Q</i>   |
| Secretary           | <i>Q</i>   |
| Treasurer           | <i>Q</i>   |
| Assistant Secretary | <i>Q</i>   |
| W. P. V.            | <i>Q</i>   |

CONTACT PERSON: Tamara Odom

EXAMINER'S INITIALS: \_\_\_\_\_

**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SABAL SPRINGS GOLF & RACQUET CLUB, LTD.**

Pursuant to the provisions of §620.109 of the Revised Uniform Limited Partnership Act, the undersigned, being the General Partner of SABAL SPRINGS GOLF & RACQUET CLUB, LTD., does hereby duly execute and file with the Florida Secretary of State this Certificate of Amendment to Certificate of Limited Partnership.

1. The name of the limited partnership is SABAL SPRINGS GOLF & RACQUET CLUB, LTD.

2. The date of filing of the original Certificate of Limited Partnership was October 29, 1987 under Document #A25402.

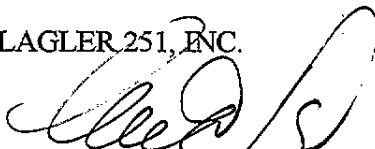
3. This Certificate of Amendment to the Certificate of Limited Partnership is being filed to reflect the following change in the general partner of the limited partnership. The sole general partner of the limited partnership is: SABAL GOLF OF WEST FLORIDA CORP., 242 N.E. 1<sup>st</sup> Street, Miami, FL 33131.

896-7738

IN WITNESS WHEREOF, the General Partner has executed this Certificate of Amendment to Certificate of Limited Partnership on this 25<sup>th</sup> day of September, 1996.

**WITHDRAWING GENERAL PARTNER:**

FLAGLER 251, INC.

  
By: Maria-Elena Lopez,  
Vice President

**SOLE GENERAL PARTNER:**

SABAL GOLF OF WEST FLORIDA CORP.

  
By: Maria-Elena Lopez,  
Vice President

**CONSENT OF THE SOLE LIMITED PARTNER OF  
SABAL SPRINGS GOLF & RACQUET CLUB, LTD.**

The undersigned, being the sole limited partner of SABAL SPRINGS GOLF & RACQUET CLUB, LTD, a Florida limited partnership (the "Partnership"), does hereby consent to the following actions by the Partnership:

**WHEREAS**, FLAGLER 251, INC., a Florida corporation ("Flagler") is the sole general partner of the Partnership and J.F.K. COMPANY, a partnership formed under the laws of the principality of Liechtenstein (the "Limited Partner") is the sole limited partner of the Partnership;

**WHEREAS**, Flagler is desirous of withdrawing as sole general partner of the Partnership and assigning its interest as general partner in the Partnership to SABAL GOLF OF WEST FLORIDA CORP., a Florida corporation ("Sabal Golf") and Sabal Golf is desirous of accepting same (the "Assignment"); and

**WHEREAS**, the Agreement of Limited Partnership of Sabal Springs Golf & Racquet Club, Ltd. (the "Partnership Agreement") provides that the interests of Flagler may not be assigned without the written consent of the Limited Partner.

**RESOLVED**, that the Limited Partner consents to the withdrawal by Flagler as general partner of the Partnership and to the Assignment, and the same are hereby approved, ratified, confirmed and adopted; and

**FURTHER RESOLVED**, that the sole general partner of the Partnership is empowered for and on behalf of and in the name of the Partnership, to take such action and to execute and deliver such papers, documents, agreements, certificates and instruments, and to do such things as they deem necessary and desirable to effectuate the actions authorized by the foregoing resolutions (as conclusively evidenced by the taking of such action or the execution and delivery of such instruments, as the case may be) and all action heretofore taken by the sole general partner of the Partnership in connection with the subject of the foregoing resolutions be, and it hereby is, approved, ratified and confirmed in all respects as the act and deed of the Partnership.

**IN WITNESS WHEREOF**, being the sole limited partner of the Partnership has executed this Consent as of the 25<sup>th</sup> day of September, 1996.

J.F.K. COMPANY, a partnership formed under the laws of  
the principality of Liechtenstein, sole limited partner

By: \_\_\_\_\_

Mohamed H. Jebai, Managing Partner

## ASSIGNMENT OF PARTNERSHIP INTEREST

THIS ASSIGNMENT OF PARTNERSHIP INTEREST (hereinafter referred to as this "Assignment") is made as of September 26, 1996 by and between FLAGLER 251, INC., a Florida corporation (the "Assignor") and SABAL GOLF OF WEST FLORIDA CORP., a Florida corporation (the "Assignee").

### WITNESSETH

A. WHEREAS, the Assignor is the sole general partner of Sabal Springs Golf & Racquet Club, Ltd., a Florida limited partnership (the "Partnership") and Assignor owns a 10% partnership interest in the Partnership (the "Partnership Interest").

B. WHEREAS, the Partnership's agreement, a true and correct copy of which is attached hereto, provides that the interests of Assignor may not be assigned without the written consent of the Limited Partner (as defined below).

C. WHEREAS, the Assignor has received the written consent of J.F.K. Company, a partnership formed under the laws of the principality of Liechtenstein (the "Limited Partner"), pursuant to that certain Consent of The Sole Limited Partner Of Sabal Springs Golf & Racquet Club, Ltd. of even date herewith.

D. The Assignee is desirous of assigning said interest in the Partnership to Assignee and Assignee is desirous of accepting same.

IN CONSIDERATION of the recitations set forth hereinabove, Ten Dollars (\$10.00) consideration paid simultaneously herewith and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties to this Assignment, intending legally to be bound, hereby agree as follows:

1. The Assignor hereby assigns, transfers and sets over unto the Assignee all of the assignor's right, title and interest in the Partnership Interest.

2. The Assignee hereby accepts the assignment of the Partnership Interest from the Assignor.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment this 26<sup>th</sup> day of September 1996, to be effective, for all purposes, as of September 26<sup>th</sup>, 1996.

ASSIGNOR:

FLAGLER 251, INC.

By. 

Maria-Elena Lopez  
Vice President

**ASSIGNEE:**

**SABAL GOLF OF WEST  
FLORIDA CORP.**

By: 

Maria-Elena Lopez  
Vice President

MIAMI/HERNANDEZJ/819028/hjys01!.DOC/9/24/96