

# A25936

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August 18, 1997

State of Florida  
Department of State  
Certificate Department  
P. O. Box 6327  
Tallahassee, Florida 32314

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 AUG 20 PM 2:24

Re: Amendment to Limited Partnership Agreement of  
**ALHAMBRA BUSINESS CENTER, LTD.**  
Our File No. 31987

800002271958--9  
-08/20/97--01033--001  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

Dear Sir/Madam:

Enclosed please find the original of the Amendment to Limited Partnership Agreement For Loans Less Than The Threshold of Alhambra Business Center, Ltd. Please file same in the State's records.

We are also enclosing this firm's check #029131 in the amount of \$52.50 representing the filing fee for said Amendment. We are providing a stamped, self-addressed envelope for your convenience in returning the filed Amendment to the undersigned.

Thank you for your cooperation and assistance in this matter.

Very truly yours,

  
Bradford A. Thomas  
For the Firm

BAT:jm  
Enclosures  
cc: John Hoover w/o encs.  
Ellen November, Esq. w/o encs.

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Name	OK 8-20
Availability	
Document Examiner	OK
Updater	OK
Updater Verifier	OK
Acknowledgment	OK
W. P. Verifier	OK

AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT  
FOR LOANS LESS THAN THE THRESHOLD

THIS AMENDMENT to the Limited Partnership Agreement of ALHAMBRA BUSINESS CENTER, LTD., a Florida Limited Partnership, the "Partnership"), is made and entered into as of the 20 day of June, 1997.

The undersigned, being all of the partners of the Partnership, hereby agree to modify and amend the Limited Partnership Agreement of the Partnership dated February 2, 1988 (as amended, the "Agreement").

The following is hereby added to the Agreement:

1. The Partnership shall not own any asset other than the real property described in Exhibit A annexed hereto (the "Property").

2. The Partnership shall not engage, in any business other than those necessary for the ownership, management or operation of the Property and any business transactions with any general partner or affiliate of the Partnership or any affiliate of any general partner of the Partnership shall be entered into upon the 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 of the Partnership or the general partner or an affiliate of the general partner or the Partnership.

3. For so long as the loan from CitiMae, Inc., its successors and/or assigns, to the Partnership in the approximate amount of \$1,600,000.00 (such loan, as modified, amended or extended, the "Loan") shall remain in existence and unpaid, the Partnership shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan.

4. The Partnership shall not make any loans or advances to any third party (including any affiliate of the Partnership or any general partner or principal or an affiliate of any general partner or principal of the Partnership).

5. The Partnership shall conduct and operate its business as presently conducted and operated.

6. The Partnership shall maintain books and records and bank accounts separate from those of its affiliates, including its general partners.

7. The Partnership shall be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate, thereof, including any general partner or any affiliate of any general partner of the

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Partnership).

8. The Partnership shall file its own tax returns.

9. The Partnership shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and light of its contemplated business operations.

10. For so long as the Loan remains outstanding, the Partnership shall not seek or consent to the dissolution or winding up, in whole or in part, of the Partnership.

11. The Partnership shall not commingle the funds and other assets of the Partnership with those of any general partner of the Partnership, any affiliate of a general partner of the Partnership or any other person.

12. As long as the Loan remains outstanding the Partnership shall not amend the foregoing provisions of the Agreement.

13. To the extent of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall prevail.

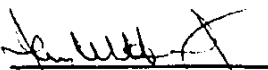
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

GENERAL PARTNER:

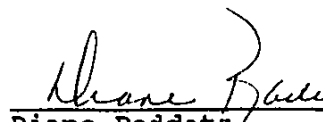
  
John W. Hoover, Jr.

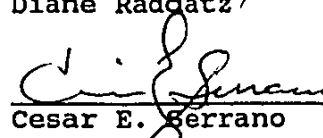
LIMITED PARTNERS:

  
Elizabeth Hoover

  
John W. Hoover, Jr. as  
Trustee of the  
James Alan Sawyer Trust

  
Mitzi Gonzalez

  
Diane Raddatz

  
Cesar E. Gerrano

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