

Division of Corporations

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Florida Department of State

Division of Corporations

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To:

Division of Corporations
Fax Number : (850) 205-0383

From:

Account Name : LESLIE ROBERT EVANS & ASSOCIATES, P.A.
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LIMITED PARTNERSHIP AMENDMENT

EXP. C. C., LTD.

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**AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT
AND AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP OF
EXP. C.C., LTD.**

THIS AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT AND AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP OF EXP. C.C., LTD. is made this 18 day of May, 2001 by EXP. C.C., LTD., a Florida limited partnership (the "Partnership").

Whereas the original Certificate of Limited Partnership of the Partnership was filed with the Secretary of State of the State of Florida on December 23, 1988.

Whereas the original General Partners of the partnership were Harland Associated, Inc., a Florida corporation ("Harland") and The Adelstein Groups, Inc., a Florida corporation ("Adelstein"), and the original limited partners of the partnership were Montcan Investments, Inc., and Morrie Fogelbaum, Trustee ("Fogelbaum").

Whereas Adelstein was administratively dissolved on October 11, 1991 and Harland remained as the sole general partner of the Partnership following such dissolution.

Whereas on May 4, 1992 Harland filed a Certificate of Amendment of the Partnership with the Secretary of State of the State of Florida confirming the withdrawal of Adelstein from the Partnership.

Whereas on June 24, 1993, Adelstein formally assigned to the Partnership its interest in and to the Partnership.

Whereas on January 18, 1996, Shop-Exp, Inc., a Florida corporation ("General Partner") was admitted as a general partner to the Partnership, as set forth in that certain Amendment to Certificate of Limited Partnership dated January 18, 1996 and filed with the Secretary of State of the State of Florida on April 8, 1996.

Whereas on May 1, 1997 Harland withdrew from the Partnership and assigned its interest in and to the Partnership to Shoppes of Hidden Harbour, Ltd., a Florida corporation ("Shoppes") an affiliate of the Partnership, in trust for the Partnership, pursuant to that certain Assignment Agreement last dated May 1, 1997 and made by Harland and Shoppes (the "Harland Assignment"), which interest was then simultaneously distributed to the Partnership by Shoppes, as evidenced by that certain Confirmation and Ratification of Assignment by Shoppes of Hidden Harbour, Ltd. To Exp C.C., Ltd., of General Partnership Interest in Exp C.C., Ltd. executed by Shoppes and the Partnership simultaneously herewith and effective as of May 1, 1997 (the "EXP Confirmation").

Whereas General Partner is the sole remaining general partner of the Partnership.

Whereas Montcan and Fogelbaum as the sole limited partners of the Partnership.

Whereas the parties desire to confirm, ratify and memorialize the above events and the current percentage interests of the remaining partners in the Partnership.

May 17, 2001

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NOW THEREFORE, it is agreed as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The undersigned hereby confirm and ratify all of the events recited above.
3. The undersigned hereby acknowledge, confirm and ratify that the interests of the general and limited partners in the Partnership are as follows:

<u>Name</u>	<u>Interest</u>	<u>Percentage Interest in Partnership</u>
Shoppes EXP., Inc.	General Partner	1.0%
Montcan Investments, Inc.	Limited Partner	82.5%
Morrie Fogelbaum, Trustee	Limited Partner	16.5%
		100% Total

4. Montcan and Fogelbaum hereby ratify and confirm all actions taken by General Partner as General Partner of Partnership from and after General Partner's admittance to the Partnership.

5. True and correct copies of the Harland Assignment and the EXP Confirmation are attached hereto and made part hereof, but not attached for filing purposes.

EXP. C.C., LTD., a Florida limited ^{Partnership} liability company, as Trustee

By: Shop-Exp, Inc., General Partner

By: Harvey Wolfe
Harvey Wolfe, President

By: Montcan Investments, Inc., Limited Partner

By: Harvey Wolfe
Harvey Wolfe, President

By: Morrie Fogelbaum
Morrie Fogelbaum, Trustee, Limited Partner

May 17, 2001

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ALLAHOUE, FLORIDA

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**CONFIRMATION AND RATIFICATION OF ASSIGNMENT
BY SHOPPES OF HIDDEN HARBOUR, LTD. TO EXP C.C., LTD.,
OF GENERAL PARTNERSHIP INTEREST IN EXP C.C., LTD.**

THIS CONFIRMATION AND RATIFICATION OF ASSIGNMENT ("Confirmation") is made this 17th day of May, 2001, effective as of May 1, 1997 (the "Effective Date") by Shoppes of Hidden Harbour, Ltd., a Florida limited liability company, as Trustee, ("Assignor") in favor of EXP C.C., LTD, a Florida limited partnership ("Assignee").

Whereas as of the Effective Date, Harland Associates, Inc., a Florida corporation ("Harland") and Shoppes EXP., Inc. ("Shoppes") were the sole general partners of Assignor and Assignee,

Whereas as of the Effective Date, Montcan Investments, Inc., a Delaware corporation ("Montcan") and Morrie Fogelbaum, Trustee ("Fogelbaum") were the sole limited partners of Assignor and Assignee.

Whereas on the Effective Date, Harland withdrew as General Partner from both Assignor and Assignee, and executed and delivered to Assignor an Assignment Agreement (the "Harland Assignment") assigning to Assignor Harland's interest as a General Partner in both Assignor and Assignee.

Whereas Assignor accepted the General Partnership interest in Assignee (the "EXP General Partnership Interest") in Trust for the benefit of Assignee, with the intention of immediately and simultaneously assigning such EXP General Partnership Interest to Assignee.

Whereas Assignor, as of the Effective Date, assigned its interest in and to the EXP General Partnership Interest to Assignee (the "Assignment").

Whereas since the Effective Date, the parties have acknowledged the Assignment as having been made and completed as of the Effective Date

Whereas the parties are unable to locate documentation confirming the Assignment and wish to memorialize, confirm and ratify the Assignment as of the Effective Date.

NOW THEREFORE for \$10.00 and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

The above recitals are true and correct and incorporated herein by reference.

Assignee and Assignor hereby acknowledge, confirm, and ratify, the Assignment of the EXP General Partnership Interest by Assignor, as Trustee, to and for the benefit of Assignee, as beneficiary.

May 17, 2001

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Assignor, Assignor, Shoppes, Montcan and Fogelbaum hereby acknowledge, confirm and ratify that as of the Effective Date and pursuant to the Harland Assignment and the Assignment, and as of the date hereof, (1) the sole general partner of Assignee is Shoppes, (2) the sole limited partners of Assignee are Montcan and Fogelbaum, and (3) the interests of the General and Limited Partners are as follows:

<u>Name</u>	<u>Interest</u>	<u>Percentage Interest in Partnership</u>
Shoppes EXP., Inc.	General Partner	1.0%
Montcan Investments, Inc.	Limited Partner	82.5%
Morrie Fogelbaum, Trustee	Limited Partner	16.5%
		100% Total

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Montcan, Fogelbaum and Shoppes hereby ratify and confirm all actions taken by Shoppes as General Partner of Assignee, from and after the Effective Date.

A True and correct copy of the Harland Assignment is attached hereto and made part hereof.

ASSIGNOR

Shoppes of Hidden Harbour, Ltd., a
Florida limited ~~liability company~~, as
Trustee, *partnership*

By: Shop-Exp, Inc., General Partner

By: *Harvey Wolfe*
Harvey Wolfe, President

By: Montcan Investments, Inc., Limited Partner

By: *Harvey Wolfe*
Harvey Wolfe, President

By: *Morrie Fogelbaum*
Morrie Fogelbaum, Trustee, Limited Partner

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ASSIGNEE

EXP C.C., LTD, a Florida limited partnership

By: Shop-Exp, Inc., General Partner

By: 
Harvey Wolfe, President

By: Montcan Investments, Inc., Limited Partner

By: 
Harvey Wolfe, President

By:  Trustee
By: Morrie Fogelbaum, Trustee, Limited Partner

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ASSIGNMENT AGREEMENT

This Agreement made and entered into on the dates hereinbelow indicated by and between the Shoppes of Hidden Harbour, Ltd., a Florida Limited Partnership ("Shoppes") and Harland Associates, Inc., a Florida corporation ("Harland").

WITNESSETH:

Whereas on January 22, 1993, Harland executed and delivered to Shoppes a note in the principal sum of Four Hundred Thousand Dollars (\$400,000.00), a copy of which is attached hereto and made a part hereof (the "Note"); and,

Whereas the obligations under the Note matured on December 31, 1995; and,

Whereas, Harland has not paid said obligations; and

Whereas, as collateral for the Note, Harland pledged its entire interest in two (2) partnerships, being Shoppes of Hidden Harbour, Ltd., and Exp. C.C., Ltd.; and

Whereas, Harland is prepared to transfer the collateral to Shoppes in consideration for the extinguishment of the obligations evidenced by the Note.

NOW, therefore, the parties for good and valuable consideration recite and agree as follows:

1. The above recitals are true and correct.
2. For value received, the adequacy and sufficiency of which is hereby acknowledged, including specifically, the release and discharge of the Note as set forth in Section 6 hereto, Harland does hereby transfer to Shoppes all of its right, title and interest in and to those certain partnerships known as Exp. C.C., Ltd., a Florida limited partnership and Shoppes of Hidden Harbour, Ltd., a Florida Limited Partnership.
3. In making this assignment Harland represents and warrants that the interest hereby transferred is free and clear of all liens and encumbrances, has not been assigned, hypothecated or pledged to any person, firm or entity and that Harland is not insolvent, has no other creditors whose rights would be prejudiced by this transaction, and has not committed an act of insolvency or bankruptcy under the law of the United States. Furthermore, Harland acknowledges that all action required to approve this Agreement by Harland has been lawfully and properly taken and that Harland is not prohibited from executing and entering into this Agreement. Accordingly, upon execution hereof, valid and marketable title to all of the undersigned's interest in said Partnerships is free and clear of any pledge of lien or other encumbrance shall vest in Shoppes.
4. Harland, agrees to indemnify and hold harmless Shoppes from any action, suit, proceeding, claim, demand, judgment, liability, loss, damage or expense which are caused by or arise out of a breach of warranty or inaccurate or erroneous representation made by Harland in this Agreement.
5. Shoppes does hereby acknowledge that Harland is fully released and discharged from all obligations of every kind and nature whatsoever arising under, through or by virtue of the Note. Shoppes represents and warrants that the Note is owned by it free and clear of all liens and encumbrances and has not been assigned, hypothecated or pledged to any person firm or entity. Furthermore, Shoppes acknowledges that all action required to approve this Agreement by Shoppes has been lawfully and properly taken and that Shoppes is not prohibited from executing and entering into this Agreement.
6. Shoppes agrees to indemnify and hold harmless Harland from any action, suit, proceeding, claim, demand, judgement, liability, loss, damage or expense which are caused by or arise out of a breach of warranty or inaccurate or erroneous representation made by Shoppes in this Agreement.

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7. Harland agrees to execute such other documents and take such other actions, as may be reasonably required by Shoppes hereafter, to fully vest in Shoppes, the Partnership interests transferred pursuant to this Agreement.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, both substantive and remedial.

9. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors and assigns.

10. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

11. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

12. This Agreement may be executed in several counterparts, and as executed shall constitute one Agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed, sealed and delivered this Agreement as of the date first above written.

HARLAND ASSOCIATES, INC.

By: *E. John P. Smith*
Dated: *May 1, 1997*

SHOPPES OF HIDDEN HARBOUR LTD.,
SHOP-EXP. INC., a Florida Corporation,
General Partner

By: *Harvey Wolfe*
Dated: *May 1, 1997*

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