

A29580

AKERMAN SENTERFITT  
ATTORNEYS AT LAW

PHILLIPS POINT-EAST TOWER  
777 SOUTH FLAGLER DRIVE, SUITE 900  
WEST PALM BEACH, FLORIDA 33401-6125  
PHONE (561) 659-5990 • FAX (561) 659-6313  
<http://www.akerman.com>

October 4, 2001

**VIA FEDERAL EXPRESS**

Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32314

800004624978--7  
-10/05/01--01051--007  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

800004624978--7  
-10/05/01--01051--008  
\*\*\*\*\*17.50 \*\*\*\*\*17.50

Re: Martin County Business Park, Ltd.

Dear Sir or Madam:

Enclosed is Certificate of Second Amendment To Limited Partnership Agreement Of Martin County Business Park, Ltd., a Florida limited partnership, together with checks totaling \$52.50. Please file same in the usual manner and return to my attention a filed copy enclosed self addressed envelope.

Thank you for your immediate attention to this matter.

Very truly yours,

*June L. Brown*  
June L. Brown,  
Legal Assistant

JLB/  
Enclosures  
CC: James R. Kay, Esq.

FILED  
OCT -5 PM 2:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

A29580  
AL

WP064621;1

**CERTIFICATE OF SECOND AMENDMENT  
TO LIMITED PARTNERSHIP AGREEMENT (C  
MARTIN COUNTY BUSINESS PARK, LTD.,  
A FLORIDA LIMITED PARTNERSHIP**

THIS CERTIFICATE OF SECOND AMENDMENT (the "Second Amendment") is made and entered into as of the 31st day of December, 2000 by and among Presta I, Inc., a Florida corporation ("General Partner"), Gotlind Schaeffer ("Schaeffer"), Taurus Investment Group, Inc., a Florida corporation ("TIG"), and Taurus Investment Group, LLC, a Delaware limited liability company (the "LLC").

**PRELIMINARY STATEMENT**

Immediately prior to the execution of this Second Amendment, the General Partner was the sole general partner, and Schaeffer and TIG were the sole limited partners of Martin County Business Park, Ltd., a Florida limited partnership (the "Limited Partnership") pursuant to that certain Agreement of Limited Partnership dated November 14, 1989, filed with the Secretary of State of the State of Florida on January 29, 1990 and amended by that certain Certificate of Amendment to Limited Partnership Agreement of Martin County Business Park, Ltd., a Florida limited partnership dated June 30, 1994, filed with the Secretary of State of the State of Florida on April 14, 1995 (the "Limited Partnership Agreement"). Contemporaneously with the execution of this Second Amendment, Schaeffer and TIG have assigned their respective limited partnership interests in the Limited Partnership to the LLC, and TIG has transferred all of its stock (the "Stock") as the sole stockholder in the General Partner to the LLC. The General Partner, Schaeffer, TIG and the LLC desire to amend the Limited Partnership Agreement to reflect the withdrawal of Schaeffer and TIG as limited partners of the Limited Partnership and the substitution of the LLC in their place, and other matters affecting the Limited Partnership, all as set forth herein. All terms not otherwise defined herein shall have the meaning ascribed to them in the Limited Partnership Agreement.

**WITNESSETH:**

**NOW, THEREFORE,** the parties hereto agree as follows:

1. The Preliminary Statement set forth above is true and correct and is incorporated herein by reference.
2. The parties hereto acknowledge the transfer of Schaeffer's twenty percent (20%) limited partnership interest in the Limited Partnership (which constitutes all of the partnership interest of Schaeffer in the Limited Partnership) to the LLC.

3. The parties hereto acknowledge the transfer of TIG's twenty-five percent (25%) limited partnership interest in the Limited Partnership (which constitutes all of the partnership interest of TIG in the Limited Partnership) to the LLC.

4. In consideration for the sum of Ten and No/100s Dollars (\$10.00) paid by the LLC to the Limited Partnership, and for other good and valuable consideration made by the LLC to or for the benefit of the Limited Partnership, the receipt of which is hereby acknowledged by the General Partner on behalf of the Limited Partnership, the LLC is hereby admitted as a limited partner to the Limited Partnership, holding the percentage interest in the Limited Partnership and attributed the capital account as hereinafter provided. General Partner, TIG and Schaeffer hereby each consent to the admission of the LLC as a limited partner, and to the withdrawal of TIG and Schaeffer as limited partners of the Limited Partnership.

5. Pursuant to and as required by Section 12.1 of the Limited Partnership Agreement, the General Partner hereby consents to: (a) the transfer of Schaeffer's twenty percent (20%) limited partnership interest in the Limited Partnership to the LLC and (b) the transfer of TIG's twenty-five percent (25%) limited partnership interest in the Limited Partnership to the LLC.

6. All parties hereto hereby acknowledge their consent to the transfer of all of the Stock from TIG to the LLC.

7. The General Partner and all other parties hereto hereby waive the requirement of a legal opinion under Section 12.1 of the Limited Partnership Agreement.

8. Subject to the provisions of paragraph 9 below, the partnership interests of the General Partner and the LLC shall hereafter be as follows:

<u>Partner</u>	<u>Type of Partnership Interest</u>	<u>Percentage Partnership Interest</u>
General Partner	General Partner Interest	55.00%
LLC	Limited Partner Interest	45.00%

9. The parties hereto acknowledge and agree that, by acquiring the limited partnership interests of Schaeffer and TIG, the LLC succeeds to the aggregate Capital Accounts (including, without limitation, the Distributive Capital Accounts) of Schaeffer and TIG. For the tax accounting purposes of the Limited Partnership, the Capital Accounts shall continue to be computed and determined in accordance with the Limited Partnership Agreement and in accordance with generally accepted accounting principles consistently applied.

FILED  
OCT -5 PM 5:00  
TALLAHASSEE, FLORIDA

6. All parties hereto hereby acknowledge their consent to the transfer of all of the Stock from TIG to the LLC.

7. The General Partner and all other parties hereto hereby waive the requirement of a legal opinion under Section 12.1 of the Limited Partnership Agreement.

8. Subject to the provisions of paragraph 9 below, the partnership interests of the General Partner and the LLC shall hereafter be as follows:

<u>Partner</u>	<u>Type of Partnership Interest</u>	<u>Percentage Partnership Interest</u>
General Partner	General Partner Interest	55.00%
LLC	Limited Partner Interest	45.00%

9. The parties hereto acknowledge and agree that, by acquiring the limited partnership interests of Schaeffer and TIG, the LLC succeeds to the aggregate Capital Accounts (including, without limitation, the Distributive Capital Accounts) of Schaeffer and TIG. For the tax accounting purposes of the Limited Partnership, the Capital Accounts shall continue to be computed and determined in accordance with the Limited Partnership Agreement and in accordance with generally accepted accounting principles consistently applied.

10. The Limited Partnership Agreement, as amended by this Second Amendment, is hereby ratified and affirmed by the General Partner and all other parties hereto, and the General Partner and the LLC hereby agree to hereafter be bound thereby. To the extent that this Second Amendment conflicts with any provision of the Limited Partnership Agreement, the conflicting provisions of this Second Amendment shall control but only to the extent of such conflict. This Second Amendment shall be effective only upon the complete execution hereof by all parties hereto. There may be multiple originals of this Second Amendment. This Second Amendment may be executed in counterparts, and the General Partner shall file an original of this Second Amendment, fully executed, with the Secretary of State of the State of Florida.

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

WITNESSES:

Witness as to Presta I, Inc.

GENERAL PARTNER:  
PRESTA I, INC.,  
a Florida corporation

Witness as to Presta I, Inc.

By: \_\_\_\_\_  
Guenther Reibling, Vice President

Gilda Bag  
Witness as to Schaeffer

SCHAEFFER:

Eva-Maria Christensen  
Witness as to Schaeffer

P. Schaeffer  
Gründ Schaeffer

1/19/97/13.1

FILED  
OCT -5 PM 3:00  
TALLAHASSEE, FLORIDA

10. The Limited Partnership Agreement, as amended by this Second Amendment, is hereby ratified and affirmed by the General Partner and all other parties hereto, and the General Partner and the LLC hereby agree to hereafter be bound thereby. To the extent that this Second Amendment conflicts with any provision of the Limited Partnership Agreement, the conflicting provisions of this Second Amendment shall control but only to the extent of such conflict. This Second Amendment shall be effective only upon the complete execution hereof by all parties hereto. There may be multiple originals of this Second Amendment. This Second Amendment may be executed in counterparts, and the General Partner shall file an original of this Second Amendment, fully executed, with the Secretary of State of the State of Florida.

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

**WITNESSES:**

Molly Steinfeld  
MOLLY STEINFELD  
Debra Arguimbau  
Debra Arguimbau

**GENERAL PARTNER:**

**PRESTA I, INC.,**  
a Florida corporation

By: Guenther Reibling  
Guenther Reibling, Vice President

**SCHAEFFER:**

Gotlind Schaeffer

Molly Steinfeld  
MOLLY STEINFELD  
Debra Arguimbau  
Debra Arguimbau

**TIG:**

**TAURUS INVESTMENT GROUP, INC.,**  
a Florida corporation

By: Guenther Reibling  
Guenther Reibling, Executive Vice President

**LLC:**

**TAURUS INVESTMENT GROUP, LLC,**  
a Delaware limited liability company

By: Guenther Reibling  
Guenther Reibling, Manager

FILED  
OCT -5 PM 3:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA