



THE UNITED STATES  
CORPORATION  
COMPANY

# A93000000581

ACCOUNT NO. : 072100000032

REFERENCE : 025692 5012018

AUTHORIZATION : *Patricia Pizitz*

COST LIMIT : \$ 105.00

ORDER DATE : November 9, 1998

ORDER TIME : 2:36 PM

ORDER NO. : 025692-010

CUSTOMER NO: 5012018

CUSTOMER: Ms. Linda L. Marlette  
Coggin Automotive Group  
Po Box 16469

Jacksonville, FL 32245-6469

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 NOV 10 AM 9:39

RECEIVED

98 NOV 10 PM 3:24

DOMESTIC AMENDMENT FILING

NAME: CH MOTORS, LTD.

800002685128--9

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS:       

*MK*  
*11/10/98*

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# AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

Pursuant to Section 620.109 (2) (a), Florida Statutes (1995), as amended CH Motors, Ltd., a Florida limited partnership, does hereby amend its Certificate of Limited Partnership heretofore filed in the Office of the Secretary of the State of Florida on June 25, 1993, under document no. A93000000581, as follows:

1. Effective October 30, 1998 CF Motor Corp., a Florida corporation, withdrew as the sole general partner of the limited partnership.

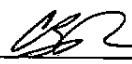
2. Effective October 30, 1998 and simultaneously with the withdrawal described in the preceding paragraph, Asbury Jax Management LLC, a Delaware limited liability company, was admitted as the new sole general partner of the limited partnership.

3. The business address and mailing address of the new sole general partner is:

4306 Pablo Oaks Court  
Jacksonville, Florida 32224

4. In all other respects, the original Certificate of Limited Partnership as heretofore amended shall remain unchanged and in full force and effect.

WITHDRAWING GENERAL PARTNER  
CF MOTOR CORP.

By:   
Charlie (C.B.) Tamm, President

NEW GENERAL PARTNER  
ASBURY JAX MANAGEMENT, LLC

By:   
Charlie (C.B.) Tamm, President

**SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT  
OF  
CH MOTORS, LTD.**

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THIS SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT OF CH MOTORS, LTD. is entered into and shall be effective as of October 30, 1998 by and among CF Motor Corp., a Florida corporation ("Withdrawing General Partner"), Asbury Jax Management LLC, a Delaware limited liability company, ("New General Partner"), and Coggin Automotive Corp., limited partner.

WHEREAS, CH Motors, Ltd.. ("Partnership") was formed under the Florida Uniform Limited Partnership Act, Part 1, Chapter 620, Florida Statutes ("act") by that certain Limited Partnership Agreement of CH Motors, Ltd. dated June 21, 1993 ("Partnership Agreement");

WHEREAS, the general partner of the Partnership and all of the limited partners now desire to (a) continue the business of the Partnership pursuant to the Act, and (b) admit the New General Partner into the Partnership; and whereas Coggin Automotive Corp., has joined in this agreement for the purpose of consenting to substitution of this General Partner;

NOW, THEREFORE, pursuant to the provisions of the Act and the Partnership Agreement, the New General Partner with the consent of all of the Limited Partners agree to continue and hereby to continue the Partnership; and the undersigned parties to hereby execute this Second Amendment to Limited Partnership Agreement of CH Motors, Ltd. to evidence their agreement to the following changes and modifications to the Partnership Agreement:

1. Substitution and Admission of Partner. In accordance with section 620.123 of the Act, and effective as of the date of this Agreement, the New General Partner is hereby admitted as a partner in the Partnership and is substituted for the Withdrawing General Partner, in its place and stead in all respects, as the sole general partner of the Partnership. The New General Partner shall have all of the same rights, privileges, priorities, obligations, responsibilities, authority and duties as the Withdrawing General Partner.

2. Withdrawing from Partnership. In accordance with Section 620.142 of the Act, and effective as of the date of this Agreement, the Withdrawing General Partner hereby withdraws from the Partnership. Except as provided in Paragraph 3 below, and except as provided to the contrary by the Act (the Florida Uniform Partnership Act, Part II, Chapter 620, Florida Statutes), the Withdrawing General Partner shall have from and after the effective date hereof, no further rights, privileges, priorities, obligations, responsibilities, authority or duties with respect to the Partnership or any of the partners thereof.

3. Consent. Each of the parties hereto hereby consents to the admission of the New General Partner as the substitute and successor for the Withdrawing General Partner as the sole General Partner in the Partnership, in all respects, as more fully described in Paragraph 2 of this

IN WITNESS WHEREOF, each of the parties hereto has caused this First Amendment to Limited Partnership Agreement of CH Motors, Ltd. to be executed on its behalf as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

WITHDRAWING GENERAL PARTNER:  
CF MOTOR CORP.

Glenda L Hamoy  
Linda L Mallick

By: [Signature]  
President

NEW GENERAL PARTNER:  
ASBURY JAX MANAGEMENT LLC

Glenda L Hamoy  
Linda L Mallick

By: [Signature]  
President

LIMITED PARTNER:  
COGGIN AUTOMOTIVE CORP.

Glenda L Hamoy  
Linda L Mallick

By: [Signature]  
President

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Agreement.

4. No Dissolution. Notwithstanding any provision of the Act or the Partnership Agreement to the contrary, it is the intention of all of the parties hereto that none of (a) the admission of the New General Partner as a partner in the Partnership, (b) the withdrawal from the Partnership of the Withdrawing General Partner, or ( c ) any of the amendments to the Partnership Agreement included in this Agreement shall cause the dissolution of the Partnership, and that, rather, the business of the Partnership shall continue to be carried on.

5. Agreement to be Bound. The New General Partner hereby agrees to be bound by all of the terms and provisions of the Partnership Agreement, as amended through and including this Agreement.

6. Effect of Amendment. This Agreement shall be an amendment to the Partnership Agreement. However, except as expressly modified by this Agreement, the Partnership Agreement, as previously amended, shall remain in full force and effect without change or alteration, and the Partnership Agreement, as amended through and including this Agreement, is hereby ratified and confirmed in its entirety.

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