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Florida Department of State
Division of Corporations
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Division of Corporations
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Email Address: MSL2600@aol.com

**LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION
PARK PLAZA ASSOCIATES, LTD.**

Certificate of Status	0
Certified Copy	0
Page Count	23
Estimated Charge	\$52.50

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EXAMINER

MAR. 20. 2012 2:49PM

NO. 6240

P. 2
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**2nd AMENDMENT TO
AMENDED AND RESTATED CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP OF
PARK PLAZA ASSOCIATES, LTD.**

WHEREAS, PARK PLAZA ASSOCIATES, LTD. (the "Partnership"), was created pursuant to a Certificate and Agreement of Limited Partnership filed with the office of the Secretary of State of the State of Florida, on August 17, 1993; and

WHEREAS, said Certificate and Agreement of Limited partnership was thereafter amended by: a certain Amendment of Agreement of Limited Partnership dated January 1, 1994 and filed with the Department of State of the State of Florida on February 2, 1994; and

WHEREAS, the Partners are desirous of amending the above Amended and Restated Certificate and Agreement of Limited Partnership of Park Plaza Associates, LTD, as amended, (the "Agreement") to provide, inter alia, for a change of voting control from the Partners owning at least two thirds (2/3) of the Interests in the Partnership to the Partners owning more than one-half (1/2) of the Interests in the Partnership; and this Second Amendment shall be hereinafter referred to as the "Second Amendment".

NOW, THEREFORE, in consideration for the sum of \$1.00 and other good and valuable consideration, in hand paid, each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. Except as may be expressly altered, deleted, amended or supplemented by this Second Amendment, all of the terms, provisions, and conditions of the Agreement shall remain in full force and effect. In the event of any conflict(s) between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail and supercede any prior terms, conditions, and provisions of the Agreement, and this Second Amendment shall be

deemed to be the valid and operative provision. Nothing in this Second Amendment shall be deemed to allow any further amendment to the Agreement by a majority vote that would provide for the disproportionate dilution of the pro-rata percentage partnership interest held by any limited partner other than a dilution resulting from the failure of any limited partner to make a "capital call" as required under the Agreement; further, there will also not be any amendment by a majority vote that would have the effect of providing for payments to limited partners (whether distributions, return of capital or proceeds from a sale or refinancing of the partnerships) other than in accordance with the limited partners' pro-rata ownership interest; and in addition, nothing in this Second Amendment shall be deemed to allow any amendment to the Agreement that would provide for the expulsion of any limited partner, except in accordance with the Agreement in its present form or according to Florida law.

2. Section 1.3 of the Agreement shall be amended as follows: in the last sentence, "two-thirds (2/3rds)" shall be deleted and replaced by "more than one-half (1/2)".
3. Section 1.10 of the Agreement shall be amended as follows: "two-thirds (2/3rds)" shall be deleted and replaced by "more than one-half (1/2)".
4. Section 3.3 of the Agreement shall be amended as follows: "two-thirds (2/3rds)" shall be deleted and replaced by "more than one-half (1/2)".
5. Section 7.2.6 of the Agreement shall be amended as follows: in the first sentence, "two-thirds (2/3rds)" shall be deleted and replaced by "more than one-half (1/2)".
6. Section 8.1 of the Agreement shall be amended as follows: in the first sentence, "two-thirds (2/3rds)" shall be deleted and replaced by "more than one-half (1/2)".
7. Section 8.2(a) and (b) of the Agreement shall be deleted in its entirety, and in their place and stead shall be the following:

"8.2 Sale Based on Votes of Partners Owning One-Half (1/2) of Total

Partnership Interest.

(a) Each Partner shall be advised by written notice from the General Partners of the results of the vote. In the event that Partners owning more than one-half (1/2) or more of the total Partnership interests in the Partnership vote in favor of the Sale, then, and in that event, the Sale shall proceed in accordance with Subsection 8.1 of this Agreement."

9. Section 8.2(c) of the Agreement shall be amended as follows: "Subsections 8.1 and 8.2(a) and 8.2(b)" shall be replaced by "Subsection 8.1".

8. Section 10.1(b) of the Agreement shall be amended as follows: "two-thirds (2/3rds)" shall be deleted and replaced by "more than one-half (1/2)".

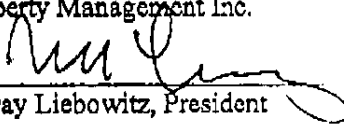
9. Section 10.2 of the Agreement shall be amended as follows: in the second sentence, "two-thirds (2/3rds)" shall be deleted and replaced by "more than one-half (1/2)".

10. Section 18.1 of the Agreement shall be amended as follows: in the first sentence, "two-thirds (2/3rds)" shall be deleted and replaced by "more than one-half (1/2)".

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Amended and Restated Certificate and Agreement of Limited Partnership, as of this 26th day of January, 2012.

GENERAL PARTNER:

MSL Property Management Inc.


By: Murray Liebowitz, President

LIMITED PARTNERS:

Paul Marcus

Dan Siegel
Dan Siegel

Erasin, Inc.

By: _____
Andrian Van Zon, President

Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Patricia Liebowitz, Member

DS

LIMITED PARTNERS:

Paul Marcus

Dani Siegel

Erasin, Inc.

By: 

Andrian Van Zon, President

Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership

By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

SL One Limited Partnership

By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Patricia Liebowitz, Member

LIMITED PARTNERS:

Paul Marcus

Dani Siegel

Brasin, Inc.

By: _____
Andrian Van Zon, President



Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Patricia Liebowitz, Member

LIMITED PARTNERS:

Paul Marcus

Dani Siegel

Erasin, Inc.

By: _____
Andrian Van Zon, President

Glen Parker



Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Patricia Liebowitz, Member

LIMITED PARTNERS:

Paul Marcus

Dani Siegel


Erasin, Inc.

By: _____
Andrian Van Zon, President

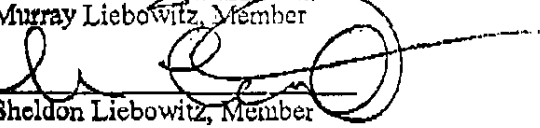
Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner



Murray Liebowitz, Member

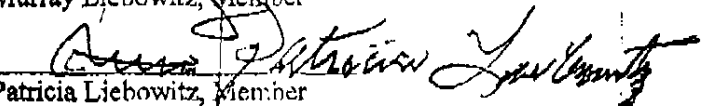


Sheldon Liebowitz, Member

SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner



Murray Liebowitz, Member



Patricia Liebowitz, Member


LIMITED PARTNERS:

Paul Marcus

Dani Siegel

Erasin, Inc.

By: Andrian Van Zon, President

Glen Parker

Norman Fosback

Liebowitz Family Limited Partnership
By: Liebowitz FLP, L.L.C., General Partner

Murray Liebowitz, Member

Sheldon Liebowitz, Member

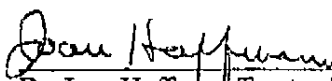
SL One Limited Partnership
By: SL Management Co. I, LLC, General Partner

Murray Liebowitz, Member

Patricia Liebowitz, Member

MAR. 20. 2012 2:51PM

NO. 6240 P. 12


Dr. Joan Hoffman, Trustee for
Joan Osias

Deane J. Marcus

MAR. 20. 2012 2:51PM

NO. 6240 P. 13

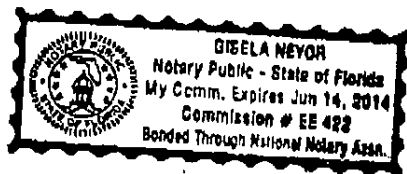
Dr. Joan Hoffman, Trustee for
Joan Osias


Deane J. Marcus

STATE OF *Florida*)
COUNTY OF *Clay*)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Murray Liebowitz, President of MSL Property Management, Inc. to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this 26 day of January, 2012.

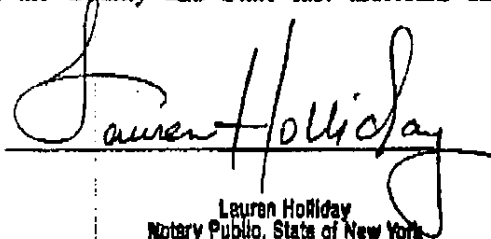


Gisela Nevon

STATE OF New York,
COUNTY OF New York,

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Dani Siegel** to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this 26th day of January, 2012.



Lauren Holliday
Notary Public, State of New York
No. 01H08111873
Qualified in New York County
Commission Expires June 28, 2012

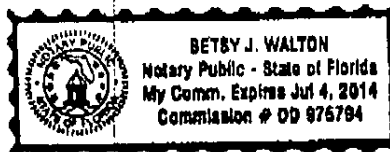


STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Adrian Van Zon**, President of **Erasin, Inc.** to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this 26 day of January, 2012.

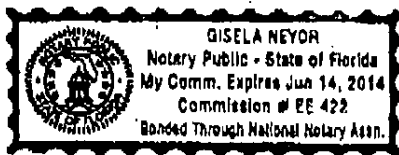
Betsy J. Walton



STATE OF *FLORIDA*)
COUNTY OF *BROWARD*

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Glen Parker** to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this 31 day of JANUARY, 2012.



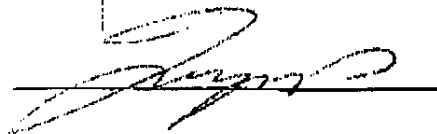
Gisela Neyor

GISELA NEYOR

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Norman Fosback** to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

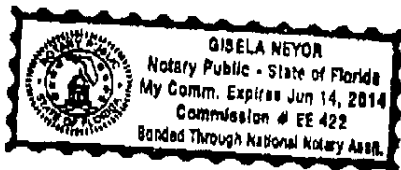
WITNESS, my hand and official seal in the County and State last aforesaid this 26 day of January, 2012.



STATE OF *Florida*
COUNTY OF *Broward*

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Murray Liebowitz, Member and Sheldon Liebowitz, Member of Liebowitz FLP, L.L.C., General Partner of Liebowitz Family Limited Partnership** to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this 26 day of January, 2012.

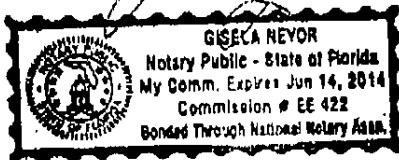


Gisela Neyon

STATE OF *Florida*
COUNTY OF *Broward*

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Murray Liebowitz, Member and Patricia Liebowitz, Member of SL Management Co. I, LLC, General Partner of SL One Limited Partnership** to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this 26 day of January, 2012.




[Signature]

STATE OF *New Hampshire*
COUNTY OF *Hillsborough*

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Paul Marcus to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

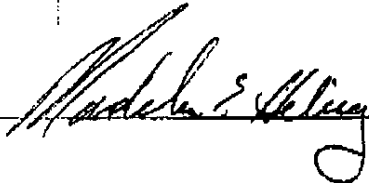
WITNESS, my hand and official seal in the County and State last aforesaid this 9 day of MARCH, 2012.

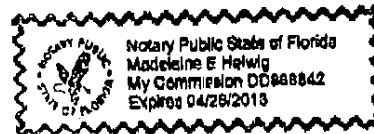
William C. Gilson


STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Dr. Joan Hoffman**, Trustee for Joan Osias to me known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this 27th day of January, 2012.





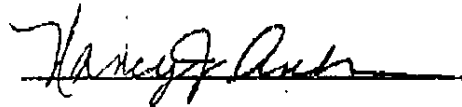
MAR. 20. 2012 2:52PM

NO. 6240 P. 23

STATE OF New York
COUNTY OF Westchester

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State
aforesaid and in the County aforesaid, to take acknowledgements, personally appeared to me
Deane J. Marcus known to be the person described in and who executed the foregoing
instrument and he/she acknowledged before me that he/she executed same.

WITNESS, my hand and official seal in the County and State last aforesaid this
12th day of March, 2012.



NANCY J. ANTON
Notary Public, State of New York
No. 01ANG126990
Qualified in Putnam County
Commission Expires April 25, 2013