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Harry A. Jones
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(321) 264-0334
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December 15, 2000

Secretary of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32301

Re: Amendment to Certificate of Limited Partnership and Agreement of
Limited Partnership of Patch Development, Ltd.

200003510672-1
-12/21/2000-01071-001 1
*****\$2.50 *****\$2.50

Dear Sir/Madam:

Enclosed find an original and one copy of Amendment to Certificate of Limited Partnership and Agreement of Limited Partnership of Patch Development, Ltd. together with check in the sum of \$52.50 to cover your filing fee.

Please stamp the copy of the Amendment with the date received in your office and return to the undersigned.

Thank you for your assistance in this matter.

Very truly yours,

Harry A. Jones
Harry A. Jones

HAI/re
Enc.

FILED
NOV 21 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A94-30
JC

**AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
AND
AGREEMENT OF LIMITED PARTNERSHIP
OF
PATCH DEVELOPMENT, LTD.**

THIS AMENDMENT to Agreement of Limited Partnership ("Agreement") is made effective the 1st day of January, 2000 by and among G.E.P., Inc., a Florida corporation, as General Partner (the "General Partner"), and PATCH ENTERPRISES, INC., and G.E.P., INC., as Limited Partners (the "Limited Partners"), (the General Partner and the Limited Partners being hereinafter sometimes collectively referred to as the "Partners").

WHEREAS, the Partners did effective the 1st day of January, 1993 create and organize PATCH DEVELOPMENT, LTD. as a Limited Partnership under the laws of the State of Florida; and

WHEREAS, pursuant to Section 11.1 of the Agreement of Limited Partnership, the Partners provided for the right by affirmative consent to amend the Agreement of Limited Partnership and by the execution of this instrument elect to unanimously adopt the revisions set forth below;

NOW, THEREFORE, in consideration of the premises and pursuant to the provisions of Section 11.1 of the Agreement of Limited Partnership initially dated the 1st day of January, 1993, the Certificate of Limited Partnership and Agreement of Limited Partnership of PATCH DEVELOPMENT, LTD. is hereby amended as follows:

- (1) Section 1.6 is amended and restated in its entirety to provide as follows:

1.6 Mailing Address and Principal Place of Business. The mailing address and principal place of business shall be at 11 A. Max Brewer Parkway, Titusville, FL 32796. The business of the Partnership may also be conducted at such other place or places as any from time to time be designated by the General Partner to effectuate the purpose of this Agreement.

- (2) Section 1.7 is amended and restated in its entirety to provide as follows:

1.7 Designation of Registered Office and Registered Agent. The Registered Agent of the Partnership shall be Roman Inochovsky, and the

Registered Office of the Partnership shall be 11 A. Max Brewer Parkway,
Titusville, FL 32796.

(3) Section 2.1 is amended and restated to the extent that the attached "Amended Schedule "A" shall replace and supersede the original Schedule "A" referenced therein.

(4) Section 3.1 is amended and restated in its entirety to provide as follows:

3.1 Percentage Ownership. The Partners shall have the following percentage ownership in the Partnership ("Ownership Interest"):

<u>GENERAL PARTNER</u>	<u>PERCENTAGE</u>
G.E.P., INC.	4%

<u>LIMITED PARTNER</u>	<u>PERCENTAGE</u>
PATCH ENTERPRISES, LTD.	10%
G.E.P., INC.	86%

(5) Section 5.5 (e) is amended and restated in its entirety to provide as follows and to acknowledge previous documents executed by the General Partner:

(e) to take and hold all property of the Partnership, real, personal, and mixed, in the Partnership name, or in the name of a nominee of the Partnership, or in the name of the General Partner acting as Trustee on behalf of the Partnership pursuant to Section 689.07, Florida Statutes or the applicable provisions of any similar law in any other state;

(6) Section 5.5 is further amended to add the following additional subsection

(i) to enter into and execute certificates of conversion, articles of organization, operating agreements and other documents permitting and causing the Partnership to convert to a limited liability company form of entity pursuant to Section 608.439, Florida Statutes and applicable provisions of any similar laws in other states.

(7) Section 6.1 is amended in part to substitute the following second sentence:

Further provided, that G.E.P., Inc. as the initial General Partner under this Agreement shall at all times during its continued existence agree to retain not less than fifty percent (50%) interest or control in all units issued to all General Partners, together with principal authority to assume or delegate

those administrative responsibilities to which it is serving as Trustee and record title holder as to any Partnership property and notwithstanding any future partial assignment, sale or transfer of its interest in the Partnership.

- (8) Section 6.3 is amended in part to provide the following additional paragraph:

Notwithstanding the foregoing, the written joinder and consent of any Limited Partner in any limited liability company operating agreement or other form of joinder and consent shall constitute that Limited Partner's consent to the actions described therein and a waiver of the other requirements of this Section 6.3.

- (9) Section 6.13 is amended and restated in its entirety to provide as follows:

6.13. Compensation of General Partner. Pursuant to prior agreement and commencing with the 1995 fiscal year, the General Partner shall be entitled to payment of an annual management fee equal to the following formula:

(a) 5% of all gross receipts of the Partnership to the extent of the initial \$200,000 and 4% of all gross receipts in excess of \$200,000; and

(b) 7% of all disbursements of the Partnership to the extent of the initial \$200,000 and 5% of all gross disbursements in excess of \$200,000.

Any amount of the foregoing management fee not paid on a current basis shall be accrued as a liability, subject to future payment when cash flow permits.

- (10) The following new Section 7.5 is established:

7.5 Partnership Conversion to Limited Liability Company. The General Partner shall be authorized pursuant to Section 608.439, Florida Statutes, and the applicable provisions of any similar law in other states to convert the Partnership to a limited liability company and provided the capital interest of any Partner is not diluted as a result of such conversation without the written consent of such Partner. Any conversion to a limited liability company shall not constitute a dissolution or liquidation under the other provisions of Article 7.

FILED
99 DEC 21 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(11) Section 11.2 is amended in part to provide the following new address for purposes of notices:

G.E.P., INC.
11 A. Max Brewer Parkway
Titusville, FL 32796

IN ALL OTHER RESPECTS, the Certificate of Limited Partnership and Agreement of Limited Partnership of PATCH DEVELOPMENT, LTD. entered into and made effective the 1st day of January, 1993 shall be and remain the same.

GENERAL PARTNER

G. E. P., INC.

By: 

Roman Inochovsky, President

Address:

11 A. Max Brewer Parkway
Titusville, FL 32796

LIMITED PARTNER

PATCH ENTERTAINMENT, LTD.

By: 

Roman Inochovsky, President
G.E.P., Inc., as General Partner

Address:

11 A. Max Brewer Parkway
Titusville, FL 32796

G. E. P., INC.

By: 

Roman Inochovsky, President

Address:

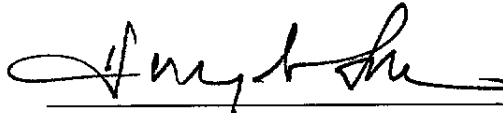
11 A. Max Brewer Parkway
Titusville, FL 32796

FILED
NOV 21 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROMAN INOCHOVSKY, known to me to be the President of G.E.P., INC., a Florida corporation, and that he acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. Said person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this
15TH day of December, 2000.



Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF BREVARD



Harry A. Jones
MY COMMISSION # CC615693 EXPIRES
April 12, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROMAN INOCHOVSKY, known to me to be the President of G.E.P., INC., a Florida corporation, General Partner of PATCH ENTERTAINMENT, LTD., a Florida Limited Partnership, and that he acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in him by said Partnership. Said person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this
15th day of December, 2000.



Notary Public

My Commission Expires:



Harry A. Jones
MY COMMISSION # CC615693 EXPIRES
April 12, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

Patch-Dev.Articles

FILED
90 DEC 21 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED
SCHEDULE "A"
AGREEMENT OF LIMITED PARTNERSHIP
OF
PATCH DEVELOPMENT, LTD.

Current Capital Account (As of 12/31/99)	% of Ownership	% of Profits	% of Losses
GENERAL PARTNER: G.E.P., INC. 11 A. Max Brewer Parkway Titusville, FL 32796	4%	4%	4%
LIMITED PARTNERS: G.E.P., INC. 11 A. Max Brewer Parkway Titusville, FL 32796	86%	100% to the extent of capital contributions/ 86% after recovery of capital contributions	100% to the extent of capital contributions/ 86% after recovery of capital contributions
PATCH ENTERTAIN - MENT, LTD. 11 A. Max Brewer Parkway Titusville, FL 32796	10%	10% after return of other Partners' capital contributions	10% after return of other Partners' capital contributions

FILED
NO DEC 21 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA