(Requestor's Name) 508 500001080205 -04/12/94--01074--001 ****525,00 ****315.00 (Address) 3 230 1 222-6100 (City, State, Zip) OFFICE USE ONLY CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known): (Corporation Name) (Document #) (Corporation Name) (Document #) (Corpgration Name) Certified Copy (5 Pick up times Mail out Will wait Photocopy Certificate of Status AMENDMENTS -**NEW FILINGS** Amendment **Profit** NonProfit Resignation of R.A., Officer/Director Change of Registered Agent Limited Liability Domestication Dissolution/Withdrawal Other Merger REGISTRATION/ OTHER FILNGS U. IAX QUALIFICATION: FILING . Annual Report R. AGENT FEE Foreign Fictitious Name C. COPY Limited Partnership TOTAL ---Name Reservation N. BAXX Reinstatement BALANCE DUE Trademark

Other

Examiner's Initials

CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP

OF

SUNSHINE PORTFOLIO, LTD. I

a Florida limited partnership

- 1. The name of the limited partnership is Sunshine Portfolio, Ltd Partnership").
- 2. The certificate of limited partnership of the Partnership was filed with the Florida Department of State on March 10, 1994.
- 3. The powers of the General Partner to take certain actions on behalf of the Partnership are restricted under the provisions of that certain Limited Partnership Agreement of the Partnership, dated March 11, 1994 (the "Agreement"), absent the prior written consent of the Class B Limited Partner, which consent may be withheld in the sole discretion of the Class B Limited Partner, including, without limitation, restrictions contained in Sections 5.2 and 5.5 of the Agreement, and in particular the following restriction:

5.2(h) create, assume, incur, or cause the Partnership to become liable in respect of, any contractual indebtedness for money borrowed, including, without limitation, pursuant to any "future advance" clause under any instrument, other than as provided for in a budget prepared by the General Partner and approved in writing by the Class B Limited Partner.

4. The Class A Limited Partner shall not, without the prior written consent of PRN Investments ("PRN") (which consent may be withheld in the sole discretion of PRN) voluntarily, involuntarily, by operation of law, or otherwise, transfer pledge, mortgage, encumber or subject to any lien, pledge, claim or encumbrance of any type or nature, all or any part of its Interest during the time that the Class A Limited Partner has any obligations outstanding under that certain Guaranty Agreement, dated March 11, 1994, made by the Class A Limited Partner in favor of PRN. Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned general partner of Sunshine Portfolio, Ltd. I has executed this Certificate of Amendment of Limited Partnership this 11th day of March, 1994.

ATTEST:

GENERAL PARTNER:

BAITA INTERNATIONAL, INC.

Name: COE

Title:

Name:_ Title:_

SOCA - LOUI

STATE OF FLORIDA)			
COUNTY OF CRANGE		The state of the s	
The foregoing instrument was acknowledged before me this 11th day of March, 1994, by Lord V. Pucks and Daniel J. Gallacher			
, the Vice President	and <u> </u>	cretary	nation
Such individuals did not take an oath and: (notary must check applicable box)			
is/are personally known to me produced a current Florida dripproduced			SEA
{Notary Seal must be affixed}	Signature of Notary	Can =	SE TARK
PAMELA C. CARR	Pamela C. Co	Printed or Stamped)	ORP CRA
MY COMMISSION # CO 345944 EXPIRES: February 1, 1998 Bonded Thru Rictary Public Underwriters	Commission Number (if not legib My Commission Expires (if not le	le on seal);	3 E

JAX-93078

DIVISION OF CORPORATIONS

94 APR - P PH 1:32