

CAPITAL CONNECTION INC.

417 E. Virginia Street, Suite 100 Tallahassee, Florida 32302
(850) 224-8870 • 1-800-806-2122 Fax (850) 224-1222

A 95000001919

Ocean Park Partnership, Ltd.

700003336167--9

-07/26/00--01010--001

*****27.50 *****27.50

700003336167--9

-07/26/00--01010--002

*****25.00 *****25.00

Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

Merger File

✓ Art. of Amend. File see file

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

✓ Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

LP-52.50

B/L 7/25

Signature

Requested by:

LM 7/24 11:25

Name

Date

Time

Walk-In

Will Pick Up

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA
00 JUL 25 AM 8:52
00 JUL 24 AM 11:27
RECEIVED



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

July 24, 2000

CAPITAL CONNECTION

TALLAHASSEE, FL

SUBJECT: OCEAN PARK PARTNERSHIP, LTD.
Ref. Number: A95000001919

We have received your document for OCEAN PARK PARTNERSHIP, LTD. and check(s) totaling \$25.00. However, your check(s) and document are being returned for the following:

Please note that because LIMITED PARTNERSHIP AGREEMENTS are not filed with the Division of Corporations, partnerships usually do NOT file Amendments to their AGREEMENTS with this office.

If for some reason, you do wish to make your AGREEMENT AMENDMENT a matter of public record, you could file it as an ATTACHMENT to an AMENDMENT TO THE LIMITED PARTNERSHIP CERTIFICATE.

The fee to file this AMENDMENT would be \$52.50.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6914.

Buck Kohr
Corporate Specialist

Letter Number: 300A00040285

Completed

RECEIVED
00 JUL 25 AM 10:03
DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

RECEIVED
DIVISION OF CORPORATIONS
00 JUL 25 AM 8:52

OCEAN PARK PARTNERSHIP, LTD.

(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on 12/11/95, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: Amendment(s): (indicate article number(s) being amended, added, or deleted)

See attached

SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signature(s)

Signature of current general partner:

See attached

Signature(s) of new general partner(s), if applicable:

AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT
OF
OCEAN PARK PARTNERSHIP, LTD.

FILED
STATE OF FLORIDA
DIVISION OF CORPORATIONS
JUL 25 AM 8:52

1. The following provisions of the Limited Partnership Agreement of Ocean Park Partnership, Ltd., a Florida limited partnership, executed on March 21, 1997, be and they hereby are amended in the following particulars:

Article 2 be and it hereby is amended to read as follows:

B. Purpose. Notwithstanding any provision hereof to the contrary, the following shall govern: the nature of the business and of the purposes to be conducted and promoted by the limited partnership, is to engage solely in the following activities:

1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property as defined on Exhibit "A" attached hereto and incorporated herein.

2. To exercise all powers enumerated in the Florida Revised Uniform Limited Liability Partnership Act of 1986 necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

F. Certain Prohibited Activities. Notwithstanding any provision hereof to the contrary, the following shall govern: the limited partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on any portion of the Property, the limited partnership shall not incur, assume, or guaranty any other indebtedness. The limited partnership shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the limited partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the limited partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article 2 and in Article 2H, and (c) shall expressly assume the due and punctual performance of the limited partnership's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this limited partnership and be continuing. For so long as a mortgage lien exists on any portion of the Property, the limited partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the members of the limited partnership. For so long as a mortgage lien exists on any portion of the Property, no material amendment to these articles of organization may be made without first obtaining approval of the mortgagees holding first mortgages on any portion of the Property.

G. Indemnification. Notwithstanding any provision hereof to the contrary, the following shall govern: any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the limited partnership in the event that cash flow is insufficient to pay such obligations.

H. Separateness Covenants. Notwithstanding any provision hereof to the contrary, the following shall govern: for so long as any mortgage lien exists on any portion of the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of organization, the limited partnership shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain separate records and books of account from those of any affiliate.
3. It shall not commingle assets with those of any affiliate.
4. It shall conduct its own business in its own name.
5. It shall maintain financial statements separate from any affiliate.
6. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.
7. It shall maintain an arm's length relationship with any affiliate.
8. It shall not guarantee or become obligated for the debts of any other entity, including any affiliate or hold out its credit as being available to satisfy the obligations of others.
9. It shall use stationery, invoices and checks separate from any affiliate.
10. It shall not pledge its assets for the benefit of any other entity, including any affiliate.
11. It shall hold itself out as an entity separate from any affiliate.
12. It shall at all times have a special purpose corporate member with an Independent Director.

For purpose of this Article 2, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the limited partnership including, without limitation (i) any person who has a familial relationship,

by blood, marriage or otherwise with any partner or employee of the limited partnership, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this limited partnership, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Independent Director" shall be an individual who: (i) is not and has not been employed by the corporate member or any of its respective subsidiaries or affiliates as a director, officer or employee within the five years immediately prior to such individual's appointment as an Independent Director, (ii) is not (and is not affiliated with a company or firm that is) a significant advisor or consultant to the corporate member or any of its subsidiaries or affiliates, (iii) is not affiliated with a significant customer or supplier of the corporate member or any of its subsidiaries or affiliates; (iv) is not affiliated with a company of which the corporate member or any of its subsidiaries or affiliates is a significant customer or supplier; (v) does not have significant personal service contract(s) with the corporate member or any of its subsidiaries or affiliates; (vi) is not affiliated with a tax exempt entity that receives significant contributions from the corporate member or any of its subsidiaries or affiliates; (vii) is not a beneficial owner at the time of such individual's appointment as an Independent Director, or at any time thereafter while serving as Independent Director, of such number of shares of any classes of common stock of the corporate member the value of which constitutes more than 5% of the outstanding common stock of the corporate member; and (viii) is not a spouse, parent, sibling or child of any person described by (i) through (vii).

"person" means any individual, corporation, partnership, limited partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

Article 10 be and it hereby is amended to read as follows:

D. Dissolution. Notwithstanding any provision hereof to the contrary, the following shall govern: the limited partnership shall not terminate solely as a consequence of the Bankruptcy of one or more of the general partners of the limited partnership so long as there remains a solvent general partner of the limited partnership.

Article 17 be and it hereby is amended to read as follows:

K. Voting. Notwithstanding any provision hereof to the contrary, the following shall govern: when acting on matters subject to the vote of the partners, notwithstanding that the limited partnership is not then insolvent, all of the partners shall take into account the interest of the limited partnership's creditors, as well as those of the partners.

The foregoing amendment was adopted by the Partners of the limited partnership on the 21st day of July, 2000.

IN WITNESS WHEREOF, the undersigned Sole General Partner of this limited partnership has executed this Amendment to the Limited Partnership Agreement this 21 day of July, 2000.



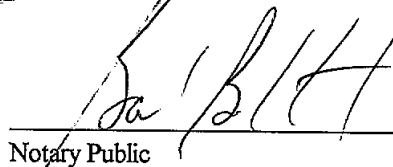
Donald C. Fort, as President of D.C.F. of Jacksonville, Inc., a Florida corporation, and as Sole General Partner and Majority Owner of Ocean Park Partnership, Ltd., a Florida Limited Partnership

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME, the undersigned authority, personally appeared Donald C. Fort as Sole General Partner of Ocean Park Partnership, Ltd., a Florida limited partnership, who is personally known to me or who produced KNOWN as identification, who executed the foregoing Amendment to the Limited Partnership Agreement and he acknowledged before me that he executed such instrument for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21 day of July, 2000.




Notary Public