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AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP OF
NORTHPORT MARKETPLACE, LTD.

The undersigned, being the sole general partner of NORTHPORT MARKETPLACE, LTD., a Florida limited partnership (the "Partnership"), the Certificate of Limited Partnership of said Partnership having been filed December 8, 1995 under Document No. A95000001926, as amended by Certificate of Amendment filed June 13, 1996 under Document No. H96000009268, does hereby certify, attest and serve notice, pursuant to the provisions of Section 620.109 of the Florida Revised Uniform Limited Partnership Act, that in connection with that certain loan in the amount of \$24,000,000 being made to the Partnership (the "Loan") by Nomura Asset Capital Corporation (the "Lender"), which is to be secured by a mortgage (the "Mortgage"), it is necessary that certain restrictions be placed upon the operation of the Partnership; and, accordingly, the Certificate of Limited Partnership of the Partnership is hereby amended as follows:

1. Article I of the Agreement of Limited Partnership (the "Agreement") is hereby amended to include the following definition:

"Priority Capital" means (i) the aggregate amount of loans (as more specifically set forth on Exhibit "A") converted by the General Partner to capital in the Partnership immediately prior to the Partnership's receipt of the Loan from Lender, such that after such conversion of loans to capital, there shall be no outstanding loans owed by the Partnership to any of its Partners, and (ii) advances made pursuant to Section 7.7.

2. Article IV of the Agreement is hereby amended in its entirety to read:

4.1 Purpose of Business. Subject to the limitations set forth elsewhere in this Agreement, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Partnership shall be limited to owning, holding, selling, assigning, transferring, operating, leasing, mortgaging, pledging and otherwise dealing with certain real property commonly known as The Northport Marketplace and located at 1850 S. E. 17th Street, in Ft. Lauderdale, Florida, and all of the improvements located thereon (the "Property"), and to engage in any activities incident thereto. The Partnership may exercise all powers enumerated in the Act, necessary or convenient to the conduct, promotion or attainment of the business or purposes set forth in this Section.

This document prepared by:
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4.2 Conduct of Business. Notwithstanding any provision hereof to the contrary, the following shall govern: For as long as any mortgage securing the Loan exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this Agreement, the Partnership has or shall cause to be done and will do all things necessary to observe organizational formalities and preserve its existence, and shall conduct its affairs in accordance with the following provisions:

(i) 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.

(ii) It shall maintain separate Partnership records and books of account from those of any Affiliate.

(iii) It has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliates, nor shall it commingle assets with those of any Affiliate.

(iv) It shall conduct its own business in its own name.

(v) It shall maintain financial statements separate from any Affiliate.

(vi) It is and shall remain solvent, and it shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any Affiliate.

(vii) It shall maintain an arms's length relationship with any Affiliate.

(viii) 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.

(ix) It shall use stationery, invoices and checks separate from any Affiliate.

(x) It shall not pledge its assets for the benefit of any other entity, including any Affiliate.

(xi) It shall hold itself out as an entity separate from any Affiliate.

(xii) It shall at all times have a special purpose corporate general partner with an Independent Director.

(xiii) It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

4.3 Certain Terms Defined. For purposes of this Section, the following terms shall have the following meanings:

"Affiliate" means any Person controlling or controlled by or under common control with the Partnership including, without limitation (i) any Person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Partnership, or any Affiliate thereof and (ii) any Person which receives compensation for administrative, legal or accounting services from this 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 general partner 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 general partner or any of its subsidiaries or Affiliates, (iii) is not affiliated with a significant customer or supplier of the corporate general partner or any of its subsidiaries or Affiliates, (iv) is not affiliated with a company of which the corporate general partner 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 general partner or any of its subsidiaries or Affiliates, (vi) is not affiliated with a tax exempt entity that receives significant contributions from the corporate general partner 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 general partner the value of which constitutes more than 5% of the outstanding stock of the corporate general partner, and (viii) is not a spouse, parent, sibling or child of any Person described by (i) through (vi).

"Bankruptcy Action" means taking any action that might cause the Partnership, or the General Partner to become insolvent; (b) commencing any case, proceeding or other action on behalf of the Partnership or the General Partner under any

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(xii) It shall at all times have a special purpose corporate general partner with an Independent Director.

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existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors; (c) consenting to the institution of bankruptcy or insolvency proceedings against the Partnership, or the General Partner; (d) filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Partnership or the General Partner or a substantial portion of its properties; (e) making any assignment for the benefit of the Partnership's or the General Partner's creditors; or (f) taking any action in furtherance of any of the foregoing.

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

4.4 Prohibited Activities. For so long as the Mortgage securing the Loan exists on the Property, the Partnership shall not incur, assume, or guaranty any other indebtedness. The Partnership shall not consolidate or merge with or into any other entity. Neither the Partnership, nor any Affiliate will seek the dissolution, winding up, liquidation, consolidation, merger or sale of assets, in whole or in part, of the Partnership as long as the Loan exists. There shall be no transfer of partnership interests except in accordance with the terms of the Loan Agreement between the Partnership and Lender. For so long as the Mortgage lien exists on the Property, the Partnership will not voluntarily commence a case with respect to itself, as debtor, under the federal or state statute without unanimous consent of all of the partners of the Partnership. For so long as the Mortgage exists on the Property, no amendment to the Agreement may be made without first obtaining approval of the mortgagees holding the Mortgage on the Property."

4.5 Special Purpose General Partner. For so long as the Partnership is indebted to Lender, the Partnership shall have at least one general partner that is a "special purpose corporation" which owns at least a one percent interest in the Partnership. A "special purpose corporation" is one satisfying all of the reasonable requirements of Lender and any rating agency underwriting the indebtedness owed to Lender, relating to the Partnership qualifying as a "special purpose entity." Upon the disassociation or withdrawal of the General Partner from the Partnership, or the bankruptcy, insolvency or liquidation of the General Partner, the Partnership shall appoint a new general partner which shall be a special purpose entity, and deliver an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Partnership, the new general partner, and its owners.

3. Section 7.8 of the Agreement is deleted in its entirety.

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4. Section 12.2 of the Agreement is hereby amended in part by the addition of the following to the end of the existing paragraph:

Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification (i) shall be fully subordinated to any obligations respecting the Partnership or the Property including obligations to Lender, (ii) shall not be made unless all payments to Lender by the Partnership have been made and are being made on a current basis; (iii) shall not constitute a claim against the Partnership in the event that cash flow is insufficient to pay such obligations, and (iv) cannot be enforced by any action against the Partnership until the Loan has been paid in full.

5. Section 13.1 of the Agreement is hereby amended in part by the addition of the following to the end of the existing paragraph:

Notwithstanding any provision hereof to the contrary, the following shall govern: The Partnership shall not terminate solely as a consequence of the Bankruptcy of one or more of the General Partners of the Partnership so long as there remains a solvent General Partner of the Partnership. Subject to applicable law, dissolution of the Partnership shall not occur and the Partnership shall not cause dissolution of the Partnership so long as the Partnership remains mortgagor of the Property. Further, a unanimous vote of all of the partners (which will require the consent of the General Partner's Independent Director) must be required for the Partnership to take any Bankruptcy Action.

All other provisions of the Certificate of Limited Partnership of the Partnership shall remain in full force and effect without any modification thereof.

IN WITNESS WHEREOF, this Amendment to Certificate of Limited Partnership of the Limited Partnership has been duly executed in the name and on behalf of the sole general partner of the Limited Partnership as of the 26 day of March, 1998.

NORTHPORT MARKETPLACE, INC.,
formerly known as Florida International Trade
Mart, Inc., as the sole general partner of
NORTHPORT MARKETPLACE, LTD.,
formerly known as Florida International Trade
Mart, Ltd., a Florida limited partnership

By: 
R. Scott Ireland, President

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