



THE UNITED STATES
CORPORATION
COMPANY

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FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
97 MAY 14 PM 4:06

ACCOUNT NO. : 072100000032

REFERENCE : 390315 9017A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : May 14, 1997

ORDER TIME : 9:51 AM

ORDER NO. : 390315-020

CUSTOMER NO: 9017A

CUSTOMER: Dennis Stewart, Esq
Stewart & Associates,
2979 N.W. 56th Avenue

Lauderhill, FL 33313

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*****175.00 *****87.50

DOMESTIC AMENDMENT FILING

NAME: HARRIS & H, LTD.

EFFECTIVE DATE:

ARTICLES OF AMENDMENT
XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Andrea C. Mabry

EXAMINER'S INITIALS:

DIVISION OF CORPORATIONS
97 MAY 14 AM 11:25

3K
5/11/97



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

May 14, 1997

ANDREA MABRY
CSC NETWORKS
TALLAHASSEE, FL

SUBJECT: HARRIS & H LTD.
Ref. Number: A96000000106

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We have received your document for HARRIS & H LTD. and your check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please note that we have RETAINED the \$105.00 filing fee sent with this filing.

In addition to the OFFICE ADDRESS, specified in Article 2, we must also require that the partnership's MAILING ADDRESS be stated. If this is the same as the address of the principal office, you could add the sentence -- "This is also the partnership's mailing address." -- in Article 2.

ALSO, THE AMENDED AND RESTATED CERTIFICATE must state that "the document was duly executed and filed in accordance with section 620.109, F.S.

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 (904) 487-6914.

Buck Kohr
Corporate Specialist

Letter Number: 697A00025940

AMENDED & RESTATED ARTICLES AND CERTIFICATE OF
LIMITED PARTNERSHIP OF

HARRIS & H, LTD.

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THIS AMENDED & RESTATED ARTICLES AND CERTIFICATE OF LIMITED PARTNERSHIP OF HARRIS & H, LTD., a Florida Limited Partnership ("Partnership") is executed and shall be effective as of the 12th day of May, 1997.

The undersigned representing ONE HUNDRED PERCENT (100%) of the General Partners and Limited Partners of HARRIS & H, LTD., (the "Partnership"), a Florida Limited Partnership, hereby files these Amended & Restate Articles and Certificate of Limited Partnership of HARRIS & H, LTD., and hereby declare that the original Articles and Certificate of Limited Partnership shall be amended and shall, as of the effective date, be amended to read as follows:

ARTICLE 1. The name of the Limited Partnership is HARRIS & H, LTD.

ARTICLE 2. The address of the office and the mailing address of the Limited Partnership is 445 S. W. Second Street, Pompano Beach, Florida, 33060.

ARTICLE 3. The name and address of the Agent for Service of Process is LAMONT HARRIS, whose address is 445 S. W. Second Street, Pompano Beach, Florida, 33060.

ARTICLE 4. The name and business address of the sole General Partner for the Limited Partnership is HARRIS PROPERTIES, INC., located at 445 S. W. Second Street, Pompano Beach, Florida, 33060.

ARTICLE 5. The name and address of the Sole Limited Partner for the Limited Partnership is HENRY & COMPANY, LTD., located at 450 Royal Palm Way, Suite #502, Palm Beach, Florida, 33480.

ARTICLE 6. The date the Limited Partnership is to dissolve is January 1, 2025.

ARTICLE 7. Notwithstanding any provisions hereof to the contrary, the following shall govern the nature of the business and of the purposes to be conducted and promised by the partnership, is to engage solely in the following activities:

A. To own certain parcels of real property, together with all improvements located thereon, in the City of Pompano Beach, State of Florida (collectively, the "Properties").

B. To own, hold, sell, assigns, transfer, operate, lease, mortgage, pledge and otherwise deal with the Properties:

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

ARTICLE 8. Notwithstanding any provision hereof to the contrary, the following shall govern: The partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Properties. For so long as any mortgage lien exists on any of the Properties, the partnership shall not incur, assume or guaranty any other indebtedness. The 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 partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the 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, and (c) shall expressly assume the due and punctual performance of the 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 partnership and be continuing. For so long as a mortgage lien exists on any of the properties, the 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 partners of the Partnership. For so long as a mortgage lien exists on any of the properties, no material amendment to this partnership agreement may be made without first obtaining approval of the mortgagees holding first mortgages on each of the Properties.

ARTICLE 9. Notwithstanding any provisions hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the properties and shall not constitute a claim against the partnership in the event that cash flow is insufficient to pay such obligations.

ARTICLE 10. Notwithstanding any provision hereof to the contrary, the following shall govern: For so long as any mortgage lien exists on any of the Properties, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this partnership agreement, the partnership shall conduct its affairs in accordance with the following provisions:

A. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliate and shall allocate fairly and

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reasonably any overhead for shared office space.

B. It shall maintain separate partnership records and books of account from those of any affiliate.

C. It shall not commingle assets with those of any affiliate.

D. It shall conduct its own business in its own name.

E. It shall maintain financial statements separate from any affiliate.

F. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.

G. It shall maintain an arm's length relationship with any affiliate.

H. 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.

I. It shall use stationery, invoices and checks separate from any affiliate.

J. It shall not pledge its assets for the benefit of any other entity, including any affiliates.

K. It shall hold itself out as an entity separate from any affiliate.

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

"affiliate" means any persons 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.

"persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary

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thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE 11. 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.

ARTICLE 12. Notwithstanding any provision hereof to the contrary, the following shall govern: SUBJECT TO applicable law, dissolution of the Partnership shall not occur so long as the Partnership remains mortgagor of the Property.

The above and Amended and Restated Articles and Certificate of Limited Partnership of HARRIS & H, LTD. shall be effective as of the 12th day of May, 1997, and has been approved, adopted and ratified by ONE HUNDRED PERCENT (100%) of the General Partners and Limited Partners of the Limited Partnership, as of the 12th day of May, 1997. and is duly executed and filed in accordance with Section 620.109, F.S.

SOLE GENERAL PARTNER:

HARRIS PROPERTIES, INC.
a Florida corporation

BY: Lamont B.P. Harris
LAMONT B.P. HARRIS
its President

SOLE LIMITED PARTNER:

HENRY & COMPANY, LTD.

BY: Patrick Henry
PATRICK HENRY
its General Partner

STATE OF FLORIDA

COUNTY OF PALM BEACH

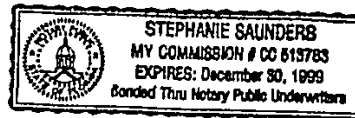
BEFORE ME, the undersigned authority, personally appeared LAMONT B.P. HARRIS, as President of HARRIS PROPERTIES, INC., the

Sole General Partner of HARRIS & H, LTD., who produced a drivers license as a form of identification, and who acknowledged that he executed the foregoing document for the purposes expressed therein.

WITNESS my hand and official seal this 13 day of May, 1997.

Stephanie Saunders
NOTARY PUBLIC

Commission Exp: 12/30/99



STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared PATRICK HENRY, as Sole General Partner of HENRY & COMPANY, LTD., the Sole Limited Partner of HARRIS & H, LTD., who produced a drivers license as a form of identification, and who acknowledged that he executed the foregoing document for the purposes expressed therein.

WITNESS my hand and official seal this 13 day of May, 1997.

Stephanie Saunders
NOTARY PUBLIC

Commission Exp: 12/30/99



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