



A96000000928

ACCOUNT NO. : 072100000032

REFERENCE : 453523 11381A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : July 7, 1997

ORDER TIME : 2:40 PM

ORDER NO. : 453523-005

CUSTOMER NO: 11381A

CUSTOMER: Alys Nagler Daniels, Esq
Gary Dytrych & Ryan
Suite 402
701 U.s. Highway 1
North Palm Beach, FL 33408

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL -7 PM 4: 08

000002233800
-07/09/97--01060--015
*****52.50 *****52.50

DOMESTIC AMENDMENT FILING

NAME: JOHN C. BILLS ENTERPRISES,
LTD.

EFFECTIVE DATE:

ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

G. TAX FILING 52.50
R. AGENT FEE _____
S. COPY _____
TOTAL 52.50
Y. BANK _____
BALANCE DUE _____
OFFINO _____

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Warren Whittaker

EXAMINER'S INITIALS:

MC 7/7/97
97 JUL -7 PM 3: 36
DIVISION OF CORPORATIONS

The original Certificate of Limited Partnership was filed on May 20, 1996, with the Florida Secretary of State.

**AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP
OF
JOHN C. BILLS ENTERPRISES, LTD.**

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
97 JUL -7 PM 4: 08

We, the undersigned partners, hereby amend the Agreement of Limited Partnership of JOHN C. BILLS ENTERPRISES, LTD., dated May 16, 1996, to add the following provisions:

1. **Purpose.** The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate located in Palm Beach Gardens, Florida being more particularly described in EXHIBIT "A" attached hereto and incorporated herein by reference (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

2. **Powers and Duties.** Notwithstanding any other provision of this Agreement and so long as any obligation secured by the Mortgage (as defined below) remains outstanding and not discharged in full, without the consent of all Partners, the General Partner shall have no authority to:

- (i) borrow money or incur indebtedness on behalf of the Partnership other than normal trade accounts payable and lease obligations in the normal course of business, or grant consensual liens on the Partnership's property; except, however, that the General Partner is hereby authorized to secure financing for the Partnership pursuant to the terms of the Fixed Rate Note, with Banc One Commercial Loan Origination Corporation (the "Note") and other indebtedness expressly permitted therein or in the documents executed in connection with or as security for the Note, and to grant a mortgage, lien or liens on the Partnership's Property, including that certain mortgage of even date with the Note to secure the Note;
- (ii) dissolve or liquidate the Partnership;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Partnership;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignment for the benefit of creditors of the Partnership, or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any action;
- (v) amend, modify or alter Sections 1, 2, 3, 4 or 5 of this Amendment Agreement;

- (vi) merge or consolidate with any other entity.

So long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the General Partner shall have no authority to take any action in items (i) through (iii) and (v) and (vi) without the written consent of the holder of the Mortgage.

So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Partnership shall have a corporate general partner having articles of incorporation containing the restrictions and terms set forth in Articles One, Fourteen and Fifteen of the General Partner's Articles of Incorporation as of the date hereof, and the Partnership shall have no other general partners.

3. **Title to Partnership Property.** All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no Partner shall have any ownership interest in any Partnership property in its individual name or right, and each Partner's Partnership Interest shall be personal property for all purposes.

4. **Separateness/Operations Matters.** The Partnership shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (c) hold regular Partnership meetings, as appropriate, to conduct the business of the Partnership, and observe all other Partnership formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person; and
- (j) not assume, guarantee or pay the debts or obligations of any other person.

5. **Effect of Bankruptcy, Death or Incompetency of a Limited Partner.** The bankruptcy,

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL - 1 4: 08

death, dissolution, liquidation, termination or adjudication of incompetency of a Limited Partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Limited Partner shall have all the rights of such Limited Partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Limited Partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Limited Partner.

Conflicts. In the event of any conflict between this Amendment and the Partnership Agreement this Amendment shall control. Except as specifically modified herein, the Partnership Agreement is in full force and effect.

Counterparts. This Amendment may be signed in counterpart.

In Witness Whereof, the undersigned being all of the partners of John C. Bills Enterprises, Ltd. have duly executed this Amendment as of the 30th day of June 1997.

Witnesses:

John C. Bills Enterprises, Ltd., a Florida partnership
BY: John C. Bills Enterprises, Inc., a Florida corporation, as general partner

BY: [Signature]
John C. Bills, President

BY: [Signature]
John C. Bills, as Limited Partner

BY: [Signature]
Virginia K. Bills, as Limited Partner

BY: _____
William R. Jordan, III, as Trustee of the McCloskey 1996 GST-2 Trust, as Limited Partner

[Signature]
[Signature]
[Signature]
[Signature]

FILED STATE
SECRETARY OF CORPORATIONS
VISION OF
97 JUN 7 PM 4:08

E:\docst\byland3008.prt

FILED SECRETARY OF STATE
DIVISION OF CORPORATIONS
JUN 27 1997
PH 4: 08

death, dissolution, liquidation, termination or adjudication of incompetency of a Limited Partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Limited Partner shall have all the rights of such Limited Partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Limited Partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Limited Partner.

Conflicts. In the event of any conflict between this Amendment and the Partnership Agreement this Amendment shall control. Except as specifically modified herein, the Partnership Agreement is in full force and effect.

Counterparts. This Amendment may be signed in counterpart.

In Witness Whereof, the undersigned being all of the partners of John C. Bills Enterprises, Ltd. have duly executed this Amendment as of the 30 day of June, 1997.

Witnesses:

John C. Bills Enterprises, Ltd., a Florida partnership
BY: John C. Bills Enterprises, Inc., a Florida corporation, as general partner

BY: _____
John C. Bills, President

BY: _____
John C. Bills, as Limited Partner

BY: _____
Virginia K. Bills, as Limited Partner

BY: William R. Jordan, III
William R. Jordan, III, as Trustee of the McCloskey 1996 GST-2 Trust, as Limited Partner

fdoo04yves43008.pia

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 JUL -7 PM 4: 08

EXHIBIT A

Legal Description

Parcel 1: Lot 8 of South Park Center, according to the Plat thereof, recorded in Plat Book 67, Page 87, of the Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

Parcel 2: Lots 1 and 2 of Northcorp Center, according to the Plat thereof, recorded in Plat Book 67, Page 93, of the Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm beach County, Florida.

Tax Assessor's Nos. PCN - 52-42-42-12-18-000-0080 - Parcel 1
- 52-42-42-12-19-000-0010 - Parcel 2 - Lot 1
- 52-42-42-12-19-000-0020 - Parcel 2 - Lot 2