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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Piney-Z, Ltd. A97000000197
 (Corporation Name) (Document #) 100002421371 --- 1
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2. _____ (Corporation Name) (Document #) ****105.00 ****105.00
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NEW FILINGS	
<input type="checkbox"/>	Profit
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<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
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REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input checked="" type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

CURAPP AMND
 LP 52.50
 CBRT 52.50
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 Call when Ready
 222-6969
 EXT 209
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 Chris or Deborah

Examiner's Initials

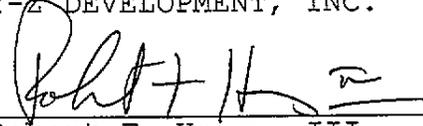
CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
PURSUANT TO FLORIDA STATUTES 620.109
OF
PINEY-Z, LTD.

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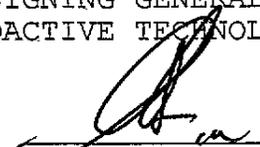
- A. Name : PINEY-Z, LTD.
- B. Address - CHANGED TO : 1002 W. 23rd Street, Suite 400
Panama City, Florida 32405
- C. Registered Agent - CHANGED TO : Robert F. Henry, III
1002 W. 23rd Street, Suite 400
Panama City, Florida 32405
- D. General Partner - CHANGED TO : Piney-Z Development, Inc. *P98000067619*
1002 W. 23rd Street, Suite 400
Panama City, Florida 32405
- E. Mailing Address - CHANGED TO : 1002 W. 23rd Street, Suite 400
Panama City, Florida 32405
- F. Latest Dissolution Date : December 31, 2005
- G. Date of Filing of Original Certificate : January 23, 1997
- H. Date of Amended Certificate : January 30, 1998

Additional terms of the Certificate of Amendment to the Certificate of Limited Partnership are set forth in the Amendment to the Limited Partnership Agreement of Piney-Z, Ltd., which is being filed contemporaneously with this Certificate of Amendment to the Certificate of Limited Partnership. This document is duly executed and is being filed in accordance with Section 620.109, Florida Statutes.

NEW GENERAL PARTNER:
PINEY-Z DEVELOPMENT, INC.

By: 
Robert F. Henry, III,
President

RESIGNING GENERAL PARTNER:
PROACTIVE TECHNOLOGIES, INC.

By: 
Mark A. Conner, President

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DESIGNATION OF NEW REGISTERED AGENT:

I, ROBERT F. HENRY, III, do hereby agree to serve as the ^{new} Registered Agent for PINEY-Z, LTD. as so designated in this Certificate of Amendment.

Robert F. Henry, III
Robert F. Henry, III

STATE OF FLORIDA

COUNTY OF Leon

I HEREBY CERTIFY that on this 30 day of January, 1998, before me personally appeared ROBERT F. HENRY, III, who is personally known to me or who has produced the identification identified below, who is the person described in and who executed the foregoing instrument, and who after being duly sworn says that the execution hereof is his free act and deed for the uses and purposes herein mentioned.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

To me personally known
 Identified by Driver's License Number _____
 Issued by the State of _____



DIANNE MARSH
MY COMMISSION # CC432929 EXPIRES
February 23, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Dianne Marsh
Notary Public
Typed Name Dianne Marsh
My Commission Expires:
Commission No.:
State of FLORIDA

[SEAL]

STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this 30 day of January, 1998, before me personally appeared MARK A. Conner, who is personally known to me or who has produced the identification identified below, who is the person described in and who executed

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the foregoing instrument, and who after being duly sworn says the execution hereof is his free act and deed for the uses and purposes herein mentioned.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

To me personally known
Identified by Driver's License Number _____
Issued by the State of _____



DIANNE MARSH
MY COMMISSION # CC432929 EXPIRES
February 23, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Dianne Marsh
Notary Public
Typed Name Dianne Marsh
My Commission Expires:
Commission No. :
State of FLORIDA

[SEAL]

AMENDMENT
TO
LIMITED PARTNERSHIP AGREEMENT
AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
PINEY-Z, LTD.

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THIS AMENDMENT to the Limited Partnership Agreement and Certificate of Limited Partnership (the "Agreement") is made and entered into effective for all purposes as of the 30 day of January, 1998, by and among (i) PROACTIVE TECHNOLOGIES, INC. (the "Resigning General Partner"); (ii) PINEY-Z DEVELOPMENT, INC. (the "New General Partner"); (iii) PROACTIVE TECHNOLOGIES, INC. (the "Assignor"); (iv) PINEY-Z INVESTOR, INC. (the "Assignee" or "Substitute Limited Partner"); and (v) GRACE H. DANSBY ("DANSBY").

R E C I T A L S:

A. PINEY-Z, LTD. (the "Partnership") is a Florida limited partnership presently existing pursuant to a Limited Partnership Agreement dated October 26, 1995, an Amendment to Partnership Agreement dated January 9, 1996, and a Certificate of Limited Partnership dated on or about October 21, 1996, and filed on January 23, 1997 (the "Original Certificate"). The Original Certificate was amended on or about October 21, 1996 and filed on January 23, 1997. The Limited Partnership Agreement of the Partnership, as amended, is referred to herein as the "Partnership Agreement," and the Original Certificate, as amended, is referred to herein as the "Certificate."

B. Pursuant to an Agreement of Assignment and Sale the Assignor assigned and transferred its right, title and interest in and to its General Partnership Interest and its Limited Partnership Interest in the Partnership to the New General Partner and the Assignee, respectively.

C. It is the desire of the parties that the New General Partner be admitted to the Partnership as the general partner with a 1% General Partnership Interest, and that the Resigning General Partner resign as general partner of the Partnership, that the Assignee be substituted as a Limited Partner of the Partnership to the extent of the 65-2/3% Limited Partnership Interest assigned to the Assignee by the Assignor, that the Partnership Agreement and Certificate be amended in certain respects as hereinafter provided, and that, pursuant to such

desire, the Partnership Agreement and Certificate be amended to reflect said substitutions and other matters as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree and certify that the Limited Partnership Agreement and Certificate of Limited Partnership of PINEY-Z, LTD. are hereby amended to provide as follows:

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1. Proactive Technologies, Inc. hereby converts 32-1/3% of its General Partnership Interest in the Partnership into a 32-1/3% Limited Partnership Interest in the Partnership. Proactive Technologies, Inc. hereby resigns as the General Partner of the Partnership, and Piney-Z Development, Inc. hereby is designated and agrees to serve as the General Partner of the Partnership.

2. Paragraph 6 of the Partnership Agreement and the Certificate are hereby amended to delete the present Paragraph 6 of the Partnership Agreement and the reference to the partners in the Certificate, and to insert in lieu thereof the following new paragraph 6:

"6. Partners. The names, addresses and designations and percentages of partnership interest in the Partnership of each of the Partners shall be as follows:

<u>"Name and Address of Partner</u>	<u>Designation</u>	<u>Percentage of Partnership Interest</u>
"Piney-Z Development, Inc. 1002 W. 23rd Street Suite 400 Panama City, FL 32405	General Partner	1%
"Piney-Z Investor, Inc. 1002 W. 23rd Street Suite 400 Panama City, FL 32405	Limited Partner	65-2/3%
"Grace H. Dansby 3806 Apalachee Parkway Tallahassee, FL 32301"	Limited Partner	33-1/3%

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3. It is further provided and agreed that (i) Piney-Z Development, Inc. shall be and hereby is a substitute General Partner to the extent of the 1% General Partnership Interest assigned to it by the Assignor; (ii) PINEY-Z INVESTOR, Inc. shall be and hereby is a substitute Limited Partner of the Partnership to the full extent of the 65-2/3% Limited Partnership Interest assigned to it by the Assignor; (iii) the signing of this Amendment by the parties hereto does and shall constitute the consent of all Partners to said substitutions; (iv) any present or future references to the terms "Partner(s)" or "Limited Partner(s)" by the Partnership Agreement and Certificate, or any amendment thereto, shall be deemed to include the Assignee to the extent of the 65-2/3% Limited Partnership Interest assigned to it by the Assignor; (v) any present or future references to the terms "Partner(s)" or "General Partner" by the Partnership Agreement and Certificate, or any amendment thereto, shall be deemed to include Piney-Z Development, Inc. to the extent of the 1% General Partnership Interest assigned to it by the Assignor; and (vi) the execution of this Amendment by the New General Partner, the Assignee, and Grace H. Dansby shall constitute the agreement of each of them, as a Partner, to all of the terms and provisions of the Limited Partnership Agreement and Certificate of Limited Partnership of the Partnership, as amended.

4. Paragraph 12 of the Partnership Agreement is amended by adding at the end thereof the following:

"The Partners recognize that, prior to the date the Partnership Agreement and Certificate were amended to admit Piney-Z Development, Inc. as the General Partner, the prior general partner of the Partnership contributed capital to the Partnership disproportionate to its partnership interest and such disproportionate additional capital contributions were more than \$700,000. The Partners agree that, notwithstanding the foregoing provisions of this paragraph 12, Piney-Z Development, Inc. and Piney-Z Investor, Inc., in proportion to their respective partnership interests, shall be entitled to a preferential distribution of available cash in the cumulative amount of \$700,000 before any further cash distributions are made to the Partners in proportion to their respective partnership interests. To the extent any cash is preferentially distributed pursuant to the preceding sentence, income of the Partnership shall be allocated to the Partners receiving such cash distributions in proportion to the amount of cash received by each such Partner."

5. Paragraph 15 of the Partnership Agreement is amended to provide as follows:

"15. Compensation to Partners. The General Partner shall devote such of its time, expertise and experience as shall be necessary to prudently and properly manage the business of the Partnership. The General Partner shall be compensated for its services as General Partner in an amount equal to 15% of the gross sales price of the Partnership properties, and the General Partner agrees to pay, from the General Partner's funds, the costs of marketing, advertising, sales commissions, and other sales and administrative costs of the Partnership except for the costs of real estate taxes, professional fees or any closing costs other than sales commissions. Grace H. Dansby, as an authorized Partnership representative, shall be paid, for each lot or land sold through her individual efforts to any third party, a sum equal to the same sum that would be paid as a real estate commission to any salesperson of the listing broker, said sum to be in any event, not less than 3% of the sales price to such third party."

6. Paragraph 16 of the Partnership Agreement is amended to provide as follows:

"16. Partnership Accounting Year and Tax Matters.

"(a) The profits and losses of the Partnership and its books of account shall be maintained on a fiscal year basis ending on March 31st of each fiscal year. Such books of account shall be kept at the principal office of the Partnership and shall be maintained on the accrual basis of accounting unless otherwise agreed to in writing by all of the Partners. Each Partner shall have access to said books and records at any and all reasonable times.

"(b) Income, profits, gains, losses, deductions, and credits allocated to a Partnership Interest assigned or reissued during a fiscal year of the Partnership shall be allocated to the persons who were the holders of such Interest during such fiscal year, in proportion to the number of days that each such holder was recognized as the owner of such Interest during such fiscal year or in any other proportion permitted by the Internal Revenue Code ("Code") and selected by the General Partner, without regard to the results of Partnership operations during the period in which each such holder was recognized as the owner of such Interest during such fiscal year, and without regard to the date, amount or recipient of any distributions which may have been made with respect to such Interest; provided, however, that this provision shall not be applicable to a gain or loss on the sale or other disposition of all or any substantial portion of the Partnership property or to any other extraordinary non-recurring items, and, provided further, that for the short fiscal period

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ending prior to the date Piney-Z Development, Inc. became the General Partner, the income, profits, gains, losses, and deductions of the Partnership for such short fiscal period shall be allocated to the Partners who were the Partners of the Partnership prior to such date in proportion to their respective interests in the Partnership.

"(c) Any increase or decrease in the amount of any item of income, profits, gains, losses, deductions, or credits attributable to an adjustment to the basis of Partnership assets made pursuant to a valid election under Sections 732, 734, 743, and 754 of the Code, and pursuant to corresponding provisions of applicable state and local income tax laws, shall be charged or credited, as the case may be, and any increase or decrease in the amount of any item of credit or tax preference attributable to any such adjustment shall be allocated, to those Partners entitled thereto under such laws.

"(d) If any Partner transfers all or part of his Partnership Interest at a profit, any basis adjustment, pursuant to the election under Section 754 of the Code (or pursuant to Section 732 of the Code if the transfer results in termination of the Partnership under Section 708 of the Code), shall be allocated solely to the transferee, and any gain, loss, or depreciation shall be allocable in a manner to reflect such basis adjustment. The Partnership shall make a Section 754 election upon the admission of PINEY-Z INVESTOR, INC. as a limited partner of the Partnership.

"(e) Notwithstanding the provisions of paragraph 10, if the tax basis of any property contributed, or treated under the Code as contributed, to the Partnership by any Partner is more or less than the amount credited to the capital account of the contributing Partner, for federal or state income tax purposes, the gain or loss of the Partnership upon the sale or other disposition of such property shall be first allocated to the Partner who contributed such property to the Partnership in the manner provided by Code Section 704(c) and the Regulations thereunder taking into account the adjustments made to the adjusted tax basis of such property from the time of contribution to the time of sale or other disposition of such property.

"(f) Notwithstanding anything to the contrary in paragraphs 10 and 11, to the extent that any amounts are paid or accrued to a Partner for services performed in a Partnership capacity or for the use of capital by the Partnership, and are measured by Partnership income within the meaning of Code Sections 707(a) or 707(c), respectively, such amount shall be treated as a distribution of Partnership income to the Partner

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receiving such fee and an equal amount of taxable income of the Partnership shall be specially allocated to such Partner.

"(g) The Partners agree that the capital accounts of the Partners and the foregoing accounting and tax matters provided in this paragraph 16 shall be maintained and carried out in accord with the provisions of Section 1.704-1(b) of the Income Tax Regulations. In the event the General Partner shall determine that any provision of this Partnership Agreement is inconsistent or in conflict with the provisions of Section 1.704-1(b) of the Regulations, the General Partner shall have reasonable discretion to amend the conflicting provisions of the Partnership Agreement to conform them to the requirements of Section 1.704-1(b) of the Income Tax Regulations."

7. Except as hereby amended, the Limited Partnership Agreement and Certificate of Limited Partnership of the Partnership, as amended, are ratified and affirmed in all other respects.

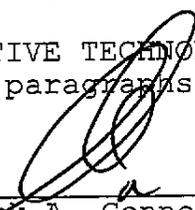
IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal effective as of the date hereinabove first written.

RESIGNING GENERAL PARTNER:

ATTEST:

PROACTIVE TECHNOLOGIES, INC.,
As to paragraphs 1, 2 and 3



By:  [SEAL]
Mark A. Conner
President

Secretary

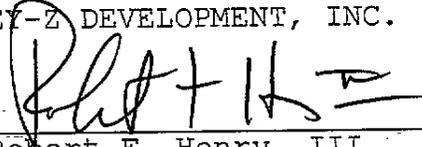
[Corporate Seal]

NEW GENERAL PARTNER:

ATTEST:

PINEY-Z DEVELOPMENT, INC.


Stephen A. Bodzin
Assistant Secretary

By:  [SEAL]
Robert F. Henry, III
Vice President

[Corporate Seal]

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and the said ROBERT F. HENRY, III, on behalf of PINEY-Z DEVELOPMENT, INC. and PINEY-Z INVESTOR, INC., acknowledged to me that he executed said Amendment as his free act and deed for the purposes contained therein.

Subscribed and sworn to before me this 30 day of January, 1998.

Dianne Marsh
Notary Public



DIANNE MARSH
MY COMMISSION # CC432929 EXPIRES
February 23, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Printed Name: Dianne Marsh
Commission No.: _____
Commission expires: _____

STATE OF FLORIDA)
) SS:
COUNTY OF)

Personally appeared before me, a Notary Public in and for said county and state, MARK A. Conner (as duly authorized officer of PROACTIVE TECHNOLOGIES, INC.), with whom I am personally acquainted or who has provided n/a as satisfactory identification, and who has acknowledged that PROACTIVE TECHNOLOGIES, INC. is a party to the foregoing and annexed Amendment to the Limited Partnership Agreement and Certificate of Limited Partnership of PINEY-Z, LTD., and that the facts relating to the said PROACTIVE TECHNOLOGIES, INC. set forth in said Amendment are true and correct, and the said MARK A. Conner acknowledged to me that he executed said Amendment as his free act and deed for the purposes contained therein.

Subscribed and sworn to before me this 30 day of January, 1998.



DIANNE MARSH
MY COMMISSION # CC432929 EXPIRES
February 23, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

Dianne Marsh
Notary Public

Printed Name: Dianne Marsh
Commission No.: _____
Commission expires: _____

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STATE OF FLORIDA)
) SS:
COUNTY OF Leon)

Personally appeared before me, a Notary Public in and for said county and state, GRACE H. DANSBY, with whom I am personally acquainted or who has provided _____ as satisfactory identification, and who has acknowledged that she is a party to the foregoing and annexed Amendment to the Limited Partnership Agreement and Certificate of Limited Partnership of PINEY-Z, LTD., and that the facts relating to the said GRACE H. DANSBY set forth in said Amendment are true and correct, and the said GRACE H. DANSBY acknowledged to me that she executed said Amendment as her free act and deed for the purposes contained therein.

Subscribed and sworn to before me this 30 day of January, 1998.



DIANNE MARSH
MY COMMISSION # 22482929
Expires February 23, 1999
DONOR TO THE FLORIDA BAR

Dianne Marsh
Notary Public

Printed Name: Dianne Marsh
Commission No.: _____
Commission expires: _____