

Document Number On

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CT Corporation System
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CORPORATION(S) NAME

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Wilton Partners New Port Richey, Ltd.

<input type="checkbox"/> Profit	<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Merger
<input type="checkbox"/> Nonprofit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution/Withdrawal	<input type="checkbox"/> Mark
	<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input type="checkbox"/> Other
<input type="checkbox"/> LLC	<input type="checkbox"/> Name Registration	<input type="checkbox"/> Change of RA
	<input type="checkbox"/> Fictitious Name	<input type="checkbox"/> UCC
<input checked="" type="checkbox"/> Certified Copy	<input type="checkbox"/> Photocopies	<input checked="" type="checkbox"/> CUS
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

Name _____
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11/23/99

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RECEIVED
99 NOV 23 PM 1:38
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
99 NOV 23 PM 3:52

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

WILTON PARTNERS NEW PORT RICHEY, LTD.

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

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Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on April 17, 1997, 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 Exhibit A

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:

WILTON NEW PORT G.P. CORP.

By: 

Jay H. Wilton, President

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

EXHIBIT A

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
WILTON PARTNERS NEW PORT RICHEY, LTD.,
A FLORIDA LIMITED PARTNERSHIP**

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The Certificate of Limited Partnership for this limited partnership is hereby amended to add and/or replace the following Articles:

7. The latest date on which this limited partnership is to dissolve is December 31, 2050.

9. The business of this limited partnership shall be solely to acquire, own, operate, lease, mortgage and/or sell that certain real property and improvements consisting of approximately 65,400 square feet, located at Massachusetts Avenue and Congress Street, New Port Richey, Florida, and to do any and all things necessary or incidental to any of the foregoing to carry out and further the business of this limited partnership as contemplated herein.

10. Notwithstanding any other provision of the Certificate of Limited Partnership, the Agreement of Limited Partnership of this limited partnership or, to the extent permitted by law, any provision of law that otherwise so empowers this limited partnership for so long as this limited partnership owes any duty or obligation under any loan document entered into with Credit Suisse First Boston Mortgage Capital LLC, a Delaware limited liability company, or any of its successors or assigns ("CSFB"), this limited partnership shall not, without the consent of the Partners, do any of the following:

(a) engage in any business or activity other than as set forth in Article 9 of this Certificate of Limited Partnership;

(b) incur any indebtedness, or assume or guaranty any indebtedness of any other entity, other than in connection with any business or activity as set forth in Article 9 of this Certificate of Limited Partnership;

(c) voluntarily dissolve or liquidate, in whole or in part;

(d) consolidate or merge with or into any other entity or convey or transfer all or substantially all of its properties and assets to any entity; or

(e) commence or cause or permit a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts

under any bankruptcy, insolvency or other similar law now or hereafter in effect, including, but not limited to, the Bankruptcy Code, or seeking the appointment of a trustee, receiver, liquidator, custodian, examiner or other similar official of it or any substantial part of its property, or consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or make a general assignment for the benefit of creditors, or take any action or fail to take any action for itself which would result in this limited liability company's inability to pay its debts as they become due, or take or permit any action to authorize any of the foregoing for itself. "Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as is now in effect or hereafter amended.

11. At all times, this limited partnership shall be required to: (a) maintain books and records separate from any individual, trust, estate, partnership, joint venture, association, limited liability company, corporation or other entity ("Person"); (b) maintain its accounts separate from any other Person; (c) not to commingle assets with those of any other Person; (d) conduct its own business in its own name; (e) maintain separate financial statements; (f) pay its own liabilities out of its own funds; (g) observe all limited partnership formalities; (h) maintain an arm's length relationship with its Affiliates; (i) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations; (j) not guaranty or become obligated for the debts of any other Person or hold out its credit as being available to satisfy the obligations of others; (k) not acquire obligations or securities of its Partners; (l) allocate fairly and reasonably any overhead for shared office space; (m) use separate stationery, invoices and checks; (n) not pledge its assets for the benefit of any other Person or make any loans or advances to any Person; (o) hold itself out as a separate Person; (p) correct any known misunderstanding regarding its separate identity; and (q) maintain adequate capital in light of contemplated business operations. "Affiliate" means, with respect to a specified Person, (i) a Person who, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person, (ii) any Person who is an officer, director, partner, manager, employee, or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner, manager or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person who, directly or indirectly, is the Beneficial Owner of any class of equity securities of, or otherwise has a Beneficial Interest in, the specified Person or in which the specified Person has a Beneficial Interest and (iv) the spouse, issue, or parent of the specified Person. An Affiliate does not include a Person who is a partner in a partnership or joint venture with this limited partnership if such Person is not otherwise an Affiliate of this limited partnership or any Partner. "Control" or any derivative thereof, when used with respect to a specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; provided that, without limiting the generality of the foregoing, (a) any Person (including family members of such Person) which owns, directly or

indirectly, securities representing 20% or more of the value or ordinary voting power of a corporation or 20% or more of the partnership or other ownership interests (based upon value or vote) of any other Person is deemed to Control such corporation or other Person, (b) a general partner shall always be deemed to Control any partnership of which it is a general partner, and (c) a manager of a limited liability company shall always be deemed to Control any limited liability company of which it is a manager. A "Beneficial Owner" of a Person or "Beneficial Interest" in a Person means ownership of any right to any profits or losses of and/or to vote or to direct or to cause the direction of the management, policies, or affairs of any such Person whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise. "Partners" means a partner of this limited partnership.

12. The Partners agree that the identity of the General Partner is an important element in each Partner's decision to enter into this limited partnership and that the right of the Partners to designate the General Partner or, in the event of a withdrawal of the General Partner, any substitute General Partner, is a valuable part of the property rights acquired by the Partners as partners in this limited partnership. The Partners further agree that the Partners and this limited partnership would suffer irreparable harm in the event that the General Partner were to withdraw from, and cause the dissolution of, the limited partnership. Therefore, until the date which is the last date on which any and all duties and obligations of this limited partnership to CSFB have been fully and indefeasibly satisfied, upon the withdrawal of any General Partner, the Partners agree to appoint or otherwise cause the admission of a substitute General Partner to this limited partnership, which substitute General Partner shall be either a limited liability company or a corporation and which General Partner shall in its Articles of Incorporation, Articles of Organization, or other charter document, as the case may be, have provisions substantially similar to those contained in the Amended Certificate of Incorporation of Wilton New Port G.P. Corp., filed on or about November 22, 1999.

13. Until the date which is the last date on which any and all duties and obligations of this limited partnership to CSFB have been fully and indefeasibly satisfied this limited partnership shall not amend, alter, change or repeal Articles 9 through 12 above, or this Article 13 of this Certificate of Limited Partnership without the unanimous written consent of the Partners, nor shall any such amendment, alteration, change, or repeal be effected in violation of any agreement this limited partnership shall have entered into prohibiting any such amendment. Subject to the foregoing limitation, this limited partnership reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Limited Partnership, in the manner now or hereafter prescribed by statute, and all rights conferred upon the Partners herein are granted subject to this reservation. Further, until the date which is the last date on which any and all duties and obligations of this limited partnership to CSFB have been fully and indefeasibly satisfied, upon the occurrence of any event which might give rise to the dissolution of this limited partnership, the Partners shall unanimously consent in writing to the continuation of this limited partnership.