

# A98000001574



ACCOUNT NO. : 072100000032

REFERENCE : 708804 97371A

AUTHORIZATION :

*Patricia Pignatelli*

COST LIMIT : \$ 52.50

ORDER DATE : May 24, 2000

ORDER TIME : 2:0 PM

ORDER NO. : 708804-005

900003265829--7

CUSTOMER NO: 97371A

CUSTOMER: Steve Daniels, Esq  
Arnstein & Lehr  
Suite 600  
515 N. Flagler Drive  
West Palm Beach, FL 33401

**MJH**

00 MAY 24 PM 9:53

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

DOMESTIC AMENDMENT FILING

A98000001574

NAME: SANTA MONICA, LTD.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Pollye Janisse

EXAMINER'S INITIALS: \_\_\_\_\_

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

00 MAY 24 PM 3:11

**RECEIVED**

SECOND AMENDMENT TO  
AGREEMENT OF LIMITED PARTNERSHIP  
OF SANTA MONICA, LTD.

APPEARED this 31 day of Dec., 1999, Ramses Castle Corp. ("General Partner"), Youssef Marzouk, Ibrahim H. Ibrahim, Mary Ibrahim, Ezat Morcos, Georges Stephanos, Wagih and Susan Gobrial, Fayez Michael, Violet and Magdi M. Sorial ("Sorial"), and Waguhi Z. Messiha ("Messiha") (collectively all referred to as "Limited Partners") and entered into this Second Amendment to Agreement of Limited Partnership of Santa Monica, Ltd. ("Second Amendment").

WITNESSETH

WHEREAS, the General Partner and all of the Limited Partners referenced above except for Messiha, executed an Agreement of Limited Partnership of Santa Monica, Ltd. ("Partnership Agreement") on or about June 26, 1998 or the First Amendment dated \_\_\_\_\_ 199\_; and

WHEREAS, pursuant to Section 11.4 of the Partnership Agreement, the Partnership Agreement may be amended by a writing signed by the party as to whom enforcement of any such amendment is sought in making specific reference to the Partnership Agreement; and

WHEREAS, all of the parties referenced herein hereby agree to enter into this Second Amendment to the Partnership Agreement for purposes of amending the Partnership Agreement; and

WHEREAS, the parties referenced above agree to the terms of this Amendment as more specifically set forth below.

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration between the parties the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Any conflict between the terms of the Partnership Agreement, the Amendment, and the terms of this Second Amendment shall be resolved in favor of this Amendment.
3. Messiha shall be added as a Limited Partner as that term is described in the Partnership Agreement.
4. Pursuant to the provisions of Section 2.3 of the Partnership Agreement, additional Capital Contributions have been made by the General Partner and certain of the Limited Partners in the following amounts:
  - (a) General Partner additional \$268,000.00;
  - (b) Mary Ibrahim additional \$10,000.00; and
5. Messiha's Capital Contribution to the Partnership is \$25,000.00.

S. 53  
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STATE OF CALIFORNIA

6. The parties hereby acknowledge that all additional Capital Contributions, and in the case of Messiha, initial Capital Contribution have been made to the Partnership, and as a result thereof, Section 2.2 of the Partnership Agreement shall be revised to show the following contribution of cash amounts to the Partnership as follows:

Partner

General Partner: \$1,061,000.00

Limited Partners:

Youssef Marzouk	220,000.00
Ibrahim H. Ibrahim	75,000.00
Mary Ibrahim	65,000.00
Ezat Morcos	60,000.00
Georges Stephanos	30,000.00
Wagih and Susan Gobrial	50,000.00
Fayez Michael	50,000.00
Magdi M. and Violet S. Sorial	50,000.00
Waguih Messiha	25,000.00

TOTAL: \$1,686,000.00

Cash Amount

7. As a result of the additional Capital Contributions and the Capital Contribution of Waguih, Section 3.1 of the Partnership Agreement shall be revised as follows:

General Partner:

62.930 %

Limited Partners:

Youssef Marzouk	13.049 %
Ibrahim H. Ibrahim	4.448 %
Mary Ibrahim	3.855 %
Ezat Morcos	3.559 %
Georges Stephanos	1.779 %
Wagih and Susan Gobrial	2.966 %
Fayez Michael	2.966 %
Magdi M. and Violet S. Sorial	2.966 %
Waguih Messiha	1.483 %

TOTAL 100.000 %

8. Section 5.2 of the Partnership Agreement shall be amended by adding the following

"Section 5.2.1 1 - The authorized representative of Messiha as Limited Partner, shall be Waguih Messiha, until such time as Waguih Messiha shall otherwise designate."

9. Section 2.6 of the Agreement shall be amended to change the number of \$8,000,000 to \$15,000,000.

10. The General Partner and all Limited Partners hereby ratify and confirm the provisions of Section 3.4.1 of the Agreement whereby prior to any Profits being distributed to the Partnership, the General Partner shall receive a Management Fee in the amount of 5% of the Profits.

S. G.

11. Except as modified herein, the Partnership Agreement shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as to the date above written.

WITNESSES:

SANTA MONICA, LTD.,  
a Florida limited partnership

By: Ramses Castle Corp., Inc., a Florida  
corporation, as General Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: S. G. Ibrahim  
SOBHY G. IBRAHIM  
President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
YOUSSEF MARZOUK  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
IBRAHIM H. IBRAHIM  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: Mary Ibrahim  
MARY IBRAHIM  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
EZAT MORCOS  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
GEORGES STEPHANOS  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: Wagih W. Gobrial  
WAGIH GOBRIAL  
as Limited Partner

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as to the date above written.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

SANTA MONICA, LTD.,  
a Florida limited partnership

By: Ramses Castle Corp., Inc., a  
Florida corporation, as General  
Partner

By: S. G. Ibrahim  
SOBHY G. IBRAHIM  
President

(Corporate Seal)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
YOUSSEF MARZOUK  
as Limited Partner

SECOND AMENDMENT TO AGREEMENT  
Print Name: OF LIMITED PARTNERSHIP  
OF SANTA MONICA, LTD.  
Print Name: IBRAHIM HANNA IBRAHIM  
24/12/99

By: Ibrahim Hanna  
IBRAHIM H. IBRAHIM  
as Limited Partner

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
MARY IBRAHIM  
as Limited Partner

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
EZAT MORCOS  
as Limited Partner

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
GEORGES STEPHANOS  
as Limited Partner

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
GOBRIAL WAGIH  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

  
SUSAN GOBRIAL  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

FAYEZ MICHAEL  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

VIOLET S. SORIAL  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

MAGDI M SORIAL  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

  
WAGUIH MESSIHA  
as Limited Partner

S. G.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
SUSAN GOBRIAL  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
FAYEZ MICHAEL  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
VIOLET S. SORIAL  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
MAGDI M SORIAL  
as Limited Partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
WAGUIH MESSIHA  
as Limited Partner

S. G.

11. Except as modified herein, the Partnership Agreement shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as to the date above written.

WITNESSES:

SANTA MONICA, LTD.,  
a Florida limited partnership

By: Ramses Castle Corp., Inc., a Florida  
corporation, as General Partner

Print Name: \_\_\_\_\_

By: S. G. Ibrahim  
SOBHY G. IBRAHIM  
President

Print Name: \_\_\_\_\_

(Corporate Seal)

By: Youssef N. Marzouk  
YOUSSEF MARZOUK  
as Limited Partner

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
IBRAHIM H. IBRAHIM  
as Limited Partner

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
MARY IBRAHIM  
as Limited Partner

Print Name: \_\_\_\_\_

By: E. Morcos  
EZAT MORCOS  
as Limited Partner

Print Name: \_\_\_\_\_

By: G. Stephanos  
GEORGES STEPHANOS  
as Limited Partner

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
WAGIH GOBRIAL  
as Limited Partner

Print Name: \_\_\_\_\_



Print Name: \_\_\_\_\_

By: \_\_\_\_\_ ✓  
SUSAN GOBRIAL  
as Limited Partner

Print Name: \_\_\_\_\_

By: \_\_\_\_\_ ✓  
FAYEZ MICHAEL  
as Limited Partner

Print Name: \_\_\_\_\_

By: Violet S. Sorial  
VIOLET S. SORIAL  
as Limited Partner

Print Name: \_\_\_\_\_

By: Magdy M. Sorial  
~~MAGDY~~ MAGDY M. SORIAL  
as Limited Partner

Print Name: \_\_\_\_\_

By: \_\_\_\_\_ ✓  
WAGUIH MESSIHA  
as Limited Partner

S. G.