

A98000002065

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LIMITED PARTNERSHIP AMENDMENT

HALLEL REALTY LTD.

A98-2065

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FIRST AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HALLEL REALTY, LTD.

RECITALS

A. Pursuant to that certain Affidavit and Certificate of Limited Partnership filed with the Florida Department of State on September 4, 1998, document number A98000002065, Hallel Realty, Ltd., a limited partnership, was formed pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act (the "Limited Partnership"), having as its sole general partner Dalfen Fountain Oaks Enterprises Inc., a Canadian corporation (the "General Partner").

B. Pursuant to that certain Amendment to Restated Agreement of Limited Partnership of Hallel Realty, Ltd., dated as of July 30, 1999, the partners of the Partnership have agreed to amend the Certificate of Limited Partnership for the Limited Partnership as set forth herein.

AMENDMENT

The General Partner, acting as the general partner of the Limited Partnership, hereby adopts the following First Amendment to Certificate of Limited Partnership for the Limited Partnership:

A. Covenants Relating to Loan from L.J. Melody & Company.

The following covenants shall be in effect and shall not be modified for so long as the loan from L.J. Melody & Company, its successors and/or assigns, to the Limited Partnership in the approximate amount of \$11,500,000.00 (such loan, as modified, increased, amended, or extended, is hereinafter called the "Loan") shall remain in existence and unpaid:

1. The Limited Partnership shall not own any asset other than the real property described in Exhibit A annexed hereto together with all improvements and fixtures thereto and all related tangible and intangible personal property (the "Property").

2. The Limited Partnership shall not engage in any business other than those necessary for the ownership, management or operation of the Property. Any business transactions with any general partner or affiliate of the Limited Partnership or any affiliate of any general partner of the Limited Partnership shall be entered into upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than an affiliate of the Partnership or the general partner or an affiliate of the general partner or the Limited Partnership.

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3. The Limited Partnership shall not incur any indebtedness for money borrowed, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan.

4. The Limited Partnership shall not make any loans or advances to any third party (including any affiliate of the Limited Partnership or any general partner or principal or an affiliate of any general partner or principal of the Limited Partnership).

5. The Limited Partnership shall conduct and operate its business as presently conducted and operated.

6. The Limited Partnership shall maintain books and records and bank accounts separate from those of its affiliates, including its general partners.

7. The Limited Partnership shall be, and at all times shall hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate thereof, including any general partner or any affiliate of any general partner of the Limited Partnership).

8. The Limited Partnership shall file its own tax returns.

9. The Limited Partnership shall maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

10. The Limited Partnership shall not seek or consent to the dissolution or winding up, in whole or in part, of the Partnership.

11. The Limited Partnership shall not commingle the funds and other assets of the Partnership with those of any general partner of the Partnership, any affiliate of a general partner of the Partnership or any other person.

B. Business Address and Mailing Address. The business address and mailing address of the Limited Partnership (which formerly was 8479 Place Devonshire, Ville Mont-Royal, Quebec H4P 1S5, Canada) is hereby changed to be as follows:

4444 Ste-Catherine ouest
Suite 100
Westmount H3Z 1R2 Quebec
CANADA

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3. General Partner. The business address of the General Partner is amended to be as follows:

4444 Ste-Catherine ouest
Suite 100
Westmount H3Z 1R2 Quebec
CANADA

IN WITNESS WHEREOF, the General Partner, as the sole general partner of the Limited Partnership, has executed the foregoing First Amendment to Certificate of Limited Partnership in accordance with Fla. Stat. Chapter 620.

Dated as of July __, 1999.

DALFEN FOUNTAIN OAKS
ENTERPRISES, INC., a Canadian
corporation, as general partner

By: 
Murray Dalfen, President