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TO: DIVISION OF CORPORATIONS FAX #: (850)487-6897

FROM: BILZIN, SUMBERG BAENA PRICE & AXELROD LLP. ACCT#: 075350000132

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NAME: WEST FLAGLER ASSOCIATES, LTD.

AUDIT NUMBER.....H06000024543

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AMENDMENT  
TO  
AMENDED AND RESTATED AGREEMENT  
AND CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
WEST FLAGLER ASSOCIATES, LTD.

THIS AMENDMENT (the "Amendment") TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF WEST FLAGLER ASSOCIATES, LTD. (the "Partnership") is made and entered into and effective as of the 30<sup>th</sup> day of November, 2005 by and among Southwest Florida Enterprises, Inc., BHH, Inc., Hecht Investments, Ltd., and IHA, Inc. as all of the General Partners (as defined in the Partnership Agreement, as hereinafter defined), on behalf of and in the name of all of the General Partners and Limited Partners of the Partnership and as the attorney-in-fact of all of the Limited Partners of the Partnership, and Isabelle Amdur and IHA, Inc. in their capacities as newly admitted Limited Partners and, in the case of IHA, Inc., as a withdrawing General Partner.

RECITALS:

WHEREAS, the Amended and Restated Agreement and Certificate of Limited Partnership of West Flagler Associates, Ltd. dated and effective as of July 1, 1991 was filed with the Secretary of State of the State of Florida on June 15, 1992 (as amended, the "Partnership Agreement"); and

WHEREAS, Hecht Investments, Ltd., a Florida limited partnership ("Assignor") has assigned and transferred as of the date hereof to Isabelle Amdur ("Amdur"), a 1.509% Limited Partner's interest (the "Interest");

WHEREAS, as permitted and pursuant to Section 11.6 of the Partnership Agreement, IHA, Inc., a Florida corporation and one of the General Partners of the Partnership ("IHA"), desires to convert and transfer as of the effective date hereof all of its 2.00% general partnership interest in the Partnership (and its related capital contribution and capital account) to a 2.00% limited partnership (the "Converted Interest"); and

WHEREAS, the parties hereto desire to amend the Partnership Agreement to reflect (i) the admission of Amdur as a substitute Limited Partner of the Partnership with respect to and holding and owning the Interest pursuant to the requirements of Section 11.7 of the Partnership Agreement and (ii) the conversion and transfer by IHA of the Converted Interest from a 2.00% general partnership interest to a 2% limited partnership interest and, in connection therewith, the withdrawal of IHA as a General Partner of the Partnership and its admission as a Limited Partner of the Partnership with respect to the Converted Interest pursuant to and as permitted under Sections 11.6 and 11.7 of the Partnership Agreement.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Capitalized Terms. Unless otherwise expressly stated, all capitalized terms used herein shall have the meaning ascribed to them in the Partnership Agreement.

2. Amdur Bound by Partnership Agreement. Amdur hereby accepts and agrees to be bound by and comply with all of the terms and provisions of the Partnership Agreement with respect to the Interest.

3. Amdur's Assumption of Obligations. Amdur hereby assumes each and every obligation of the Assignor with respect to the Interest and agrees to discharge same in accordance with the terms of the Partnership Agreement to the extent such obligation arises on or following the date hereof and relates to, or is in respect of, the Interest.

4. Investment Purposes. Amdur has acquired the Interest for investment purposes and not for resale.

5. Converted Interest. As permitted under and pursuant to Section 11.6 of the Partnership Agreement, IHA hereby converts and transfers effective as of the date hereof the Converted Interest from a 2.0% general partnership interest in the Partnership to a 2.00% limited partnership interest in the Partnership and, in connection therewith, (a) IHA hereby withdraws effective as of the date hereof as a General Partner of the Partnership and (b) IHA hereby is admitted effective as of the date hereof as a Limited Partner of the Partnership with respect to the Converted Interest. In furtherance of the foregoing and as a Limited Partner, on and after the date hereof (c) IHA hereby accepts and agrees to be bound by and comply with all of the terms and provisions of the Partnership Agreement as they arise with respect to the Converted Interest and (d) IHA hereby assumes each and every obligation of a Limited Partner which arises with respect to the Converted Interest and agrees to discharge same in accordance with the terms of the Partnership Agreement.

6. IHA's General Partner Obligations. The conversion and transfer of the Converted Interest by IHA from a general partnership interest to a limited partnership interest shall not relieve or release IHA from any liability, obligation, agreement or covenant made, entered into, undertaken or accrued by IHA in its capacity as a General Partner pursuant to the Partnership Agreement or otherwise related to any events or performance or arising at any time prior to the date hereof.

7. General Partners' Consent and Operative Amendment.

(a) The General Partners hereby consent to and approve the admission as of the date hereof of Amdur as a Limited Partner of the Partnership with respect to and holding and owning the Interest and her succeeding to all of the rights, powers and privileges of the Assignor with respect to the Interest.

(b) The General Partners hereby consent to and approve the conversion and transfer as of the date hereof of the Converted Interest from a general partnership interest to a limited partnership interest and effective as of the date hereof IHA's withdrawal as a General Partner and admission as a Limited Partner with respect to the Converted Interest.

8. Other Terms and Provisions. Except as otherwise specifically amended hereunder, all other terms and conditions of the Agreement shall remain in full force and effect.

9. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

10. Counterparts. This Amendment may be executed in several counterparts or in counterpart signature pages, and all so executed shall constitute an Amendment binding on all of the undersigned, notwithstanding that all of the undersigned are not signatories to the original thereof or the same counterpart or counterpart signature page. A facsimile copy of a signature of this Amendment shall be deemed and treated for purposes of execution to be as valid as an original signature hereto.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the day and year first above written.

GENERAL PARTNERS:

SOUTHWEST FLORIDA ENTERPRISES, INC.

By: Fred Havenick  
Fred Havenick, President

BHH, INC.

By: Barbara H. Havenick  
Barbara H. Havenick, President

HECHT INVESTMENTS, LTD.

BY: Hecht Investments, Inc., its general partner

By: Fred Havenick  
Fred Havenick, President

WITHDRAWING GENERAL PARTNER:

IHA, INC.

By: \_\_\_\_\_  
Isabelle Amdur, President

NEWLY ADMITTED LIMITED PARTNERS:

\_\_\_\_\_  
ISABELLE AMDUR

IHA, INC.

By: \_\_\_\_\_  
Isabelle Amdur, President

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the day and year first above written.

GENERAL PARTNERS:

SOUTHWEST FLORIDA ENTERPRISES, INC.

By: \_\_\_\_\_  
Fred Havenick, President

BHH, INC.

By: \_\_\_\_\_  
Barbara H. Havenick, President

HECHT INVESTMENTS, LTD.

BY: Hecht Investments, Inc., its general partner

By: \_\_\_\_\_  
Fred Havenick, President

WITHDRAWING GENERAL PARTNER:

IHA, INC.

By: \_\_\_\_\_  
Isabelle Amdur, President

NEWLY ADMITTED LIMITED PARTNERS:

ISABELLE AMDUR

IHA, INC.

By: \_\_\_\_\_  
Isabelle Amdur, President