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SECTION OF STATE
TALLAHASSEE FLORIDA DIVISION OF CORPORATION

LIMITED PARTNERSHIP AMENDMENT

NORTHPOINTE REALTY PARTNERS, LTD.

Certificate of Status	0
Certified Copy	1
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Estimated Charge	\$105.00

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

NORTHPOINTE REALTY PARTNERS, LTD.

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

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on November 18, 2004, adopts the following certificate of amendment to its certificate of limited partnership.


FIRST: Amendment(s): (Indicate article number(s) being amended, added, or deleted)

The attached LASALLE SINGLE PURPOSE ENTITY PROVISIONS are hereby added to the Certificate of Limited Partnership.

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: SDS NORTHPOINTE CORP., a Florida corporation

By: 
Jonathan R. Satter, President

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

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LASALLE SINGLE PURPOSE ENTITY PROVISIONS

The business and purpose of Northpointe Realty Partners, Ltd., a Florida limited partnership (the "Partnership") shall consist solely of the acquisition, operation and disposition of property located at 824 US Highway One, North Palm Beach, Florida (the "Property") and to enter into a loan transaction ("Loan") with LaSalle Bank National Association (the "Lender") in which the Partnership shall borrow certain monies in the approximate amount of Two Million Seven Hundred Fifteen Thousand and No/100 Dollars (\$2,715,000.00) from the Lender. The Partnership shall:

(a) not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

(b) not engage in any business other than the ownership, operation and disposition of the Property;

(c) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables (and not evidenced by a promissory note) related to the ownership and operation of the Property and incurred in the ordinary course of business and which shall not exceed 60 days in duration from the date such trade payables are first incurred by the Partnership;

(d) maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

(e) conduct its own business in its own name, pay its own liabilities out of its own funds (including paying salaries of its own employees), allocate fairly and reasonably any overhead for shared employees and office space, and maintain an arms length relationship with its affiliates;

(f) hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;

(g) not guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders;

(h) not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

(i) not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Partnership or Principal (an "Affiliate"), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis

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with third parties other than any Principal or Affiliate;

(j) maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and maintain a sufficient number of employees in light of its contemplated business operations;

(k) not dissolve or wind up, in whole or in part, and no member of the Partnership shall seek the dissolution or winding up, in whole or in part, of the Partnership, and the Partnership will not merge with or be consolidated into any other entity;

(l) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of the Partnership, Affiliate, Principal or any other person; and

(m) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Partnership shall not amend, modify or terminate any of these provisions of the Partnership's Certificate of Limited Partnership or Agreement of Limited Partnership without the prior written consent of the Lender.