

A14977

LAW OFFICE
PEACOCK & GAFFNEY
PROFESSIONAL ASSOCIATION
2348 SUNSET POINT ROAD
CLEARWATER, FLORIDA 33765

RAY PEACOCK
PATRICK F. GAFFNEY+

August 20, 2002

(727) 796-7774
FAX (727) 797-6317

PEGGY BURKE BEVILLE
+ BOARD CERTIFIED
MARITAL & FAMILY LAWYER

Mr. Buck Kohr
Corporate Specialist
Division of Corporations
P.O. Box 6327
Tallahassee, FL. 32314

Re: DARO, LTD
Ref. Number: A14977

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-08/23/02--01048--019
*****52.50 *****52.50

Dear Mr. Kohr:

Enclosed you will find:

1. A copy of your letter of July 17, 2002 #402A00043902
2. Original Certificate of Amendment to Certificate of Limited Partnership of DARO, LTD
3. A copy of the death certificate for David Shapiro
4. 2002 Uniform Business Report
5. Our check in the amount of \$52.50 for filing the Amendment.

If you have any questions, or need anything further, please contact me.

Sincerely,

Ray Peacock

RP/jm
Enclosures
cc: Mr. Adam Shapiro

FILED
02 AUG 26 AM 9:02
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TALLAHASSEE, FLORIDA

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

DARO, LTD

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TALLAHASSEE, FLORIDA

(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 July 22, 1983, 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"

Betty Shapiro and Adam Shapiro as Trustees of the David Shapiro Marital Trust B

The Trustees of the Trust are Betty Shapiro and Adam Shapiro.

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:

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

Betty K. Shapiro, Trustee
BETTY SHAPIRO as Trustee of the David Shapiro Marital Trust B
Adam Shapiro, Trustee
ADAM SHAPIRO as Trustee of the David Shapiro Marital Trust B

LIMITED PARTNERS

Betty K. Shapiro as Trustee of the Betty K. Shapiro Revocable Trust

Betty Shapiro and Adam Shapiro as Trustees of the David Shapiro Credit Shelter Trust

Betty Shapiro and Adam Shapiro as Trustees of the David Shapiro Marital Trust A

L. Adam Shapiro

Susan M. Shapiro

Betty K. Shapiro
Betty Shapiro as Trustee of
Betty K. Shapiro Revocable Trust

Betty K. Shapiro
Betty Shapiro as Trustee of
David Shapiro Credit Shelter Trust

Betty K. Shapiro
Betty Shapiro as Trustee of
David Shapiro Marital Trust A

Adam Shapiro
Adam Shapiro as Trustee of
David Shapiro Credit Shelter Trust

Adam Shapiro
Adam Shapiro as Trustee of
David Shapiro Marital Trust A

L. Adam Shapiro
L. Adam Shapiro

Susan Shapiro
Susan Shapiro

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DARO, LTD.

FIRST AMENDMENT
TO
AGREEMENT OF LIMITED PARTNERSHIP

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TALLAHASSEE, FLORIDA

THIS FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP (the "First Amendment") of DARO, LTD. (the "Partnership") is made and entered into by and between the undersigned parties on this 24th day of July, 1997.

RECITALS:

WHEREAS, the undersigned parties have heretofore been associated as Partners in the Partnership pursuant to the terms of an Agreement of Limited Partnership dated July 21st, 1983 (the "Agreement") and a Certificate of Limited Partnership also dated July 21st, 1983 (the "Certificate"); and

WHEREAS, the undersigned parties wish to formally reflect all of the agreements and understandings which have been made by them with respect to the Partnership since July 21st, 1983, all in accordance with the terms, conditions and provisions more particularly described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the undersigned parties hereto covenant, agree, represent and warrant, as follows:

AGREEMENT:

ARTICLE I

RATIFICATION OF PRIOR EVENTS

A. Conversion of General Partnership Interest. As set forth in Annex A of the Agreement and of the Certificate, DAVID SHAPIRO initially held a 90.0-percent General Partnership Interest in the Partnership. However, the undersigned parties hereby acknowledge and agree that immediately prior to 1995 all of DAVID SHAPIRO'S General Partnership Interest in the Partnership in excess of 10.0-percent was, pursuant to the provisions of Paragraph 17 of the Agreement captioned "Disposition of partnership interests", converted into Limited Partnership Interests (the "Conversion").

EXHIBIT A

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B. Transfer of 25.0-Percent Limited Partnership Interest. The undersigned parties hereby acknowledge and agree that in 1995 and 1996, DAVID SHAPIRO transferred an aggregate 25.0-percent Limited Partnership Interest in the Partnership to himself for life, then, upon his death, to his wife, BETTY K. SHAPIRO, if she survives him, for life, then, upon the death of both himself and his wife, BETTY K. SHAPIRO, to his son, LLOYD ADAM SHAPIRO, outright and free of trust, if he survives them (which Interest is hereinafter sometimes referred to as the "The David and Betty K. Shapiro Lifetime Interest"). The undersigned parties hereby further acknowledge and agree that, effective as of January 1, 1996, The David and Betty K. Shapiro Lifetime Interest was vested with all of the rights, powers, duties, and obligations of a Limited Partner under the Agreement, as amended by this First Amendment, and was substituted in the Partnership as a Limited Partner thereof.

ARTICLE II

INTERESTS HELD BY DAVID SHAPIRO

As a result of the Conversion and the transfer of the 25.0-percent Limited Partnership Interest by DAVID SHAPIRO as more particularly described in the immediately preceding Article of this First Amendment, DAVID SHAPIRO currently holds (i) a 10.0-percent General Partnership Interest in the Partnership in his individual name, (ii) a 55.0-percent Limited Partnership Interest in the Partnership in his individual name and (iii) a 25.0-percent Limited Partnership Interest in the Partnership as the initial life tenant of The David and Betty K. Shapiro Lifetime Interest.

ARTICLE III

INTERESTS HELD BY BETTY K. SHAPIRO

As set forth in Annex A of the Agreement and of the Certificate, BETTY K. SHAPIRO initially held and continues to hold a 10.0-percent Limited Partnership Interest in the Partnership. In addition, pursuant to the provisions more particularly set forth in the Article of this First Amendment captioned "RATIFICATION OF PRIOR EVENTS", BETTY K. SHAPIRO also holds a 25.0-percent Limited Partnership Interest in the Partnership as the contingent successor life tenant of The David and Betty K. Shapiro Lifetime Interest.

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TALLAHASSEE, FLORIDA

ARTICLE IV

TRANSFERS TO REVOCABLE TRUSTS

A. By David Shapiro. Effective as of the date hereof, DAVID SHAPIRO desires, and each of the undersigned parties agree, as follows:

1. that the 10.0-percent General Partnership Interest in the Partnership currently owned by DAVID SHAPIRO in his individual name is hereby transferred to the Trustee of THE DAVID SHAPIRO REVOCABLE TRUST, which is now in existence and which was established by him by an agreement on the 25th day of May, 1988, and subsequently amended by him on a host of occasions since the 25th day of May, 1988, including, without limitation, by a complete amendment and restatement thereof on the 24th day of July, 1997 (sometimes hereinafter referred to as "THE DAVID SHAPIRO REVOCABLE TRUST"). As of such date, THE DAVID SHAPIRO REVOCABLE TRUST shall, with respect to said 10.0-percent General Partnership Interest, be vested with all of the rights, powers, duties, and obligations of a General Partner under the Agreement, as amended by this First Amendment, and shall be substituted in the Partnership as the sole General Partner thereof.

2. that the 55.0-percent Limited Partnership Interest in the Partnership currently owned by DAVID SHAPIRO in his individual name is hereby transferred to the Trustee of THE DAVID SHAPIRO REVOCABLE TRUST. As of such date, THE DAVID SHAPIRO REVOCABLE TRUST shall, with respect to said 55.0-percent Limited Partnership Interest, be vested with all of the rights, powers, duties, and obligations of a Limited Partner under the Agreement, as amended by this First Amendment, and shall be substituted in the Partnership as a Limited Partner thereof.

B. By Betty K. Shapiro. Effective as of the date hereof, BETTY K. SHAPIRO desires, and each of the undersigned parties agree, that the 10.0-percent Limited Partnership Interest in the Partnership currently owned by BETTY K. SHAPIRO in her individual name is hereby transferred to the Trustee of THE BETTY K. SHAPIRO REVOCABLE TRUST, which is now in existence and which was established by her by an agreement on the 25th day of May, 1988, and subsequently amended by her on a host of occasions since the 25th day of May, 1988, including, without limitation, by a complete amendment and restatement thereof on the 24th day of July, 1997 (sometimes hereinafter referred to as "THE BETTY K. SHAPIRO REVOCABLE TRUST"). As of such date, THE BETTY K. SHAPIRO REVOCABLE TRUST shall, with respect to said 10.0-percent Limited Partnership Interest, be vested with all of the rights, powers, duties, and obligations of a Limited Partner under the Agreement, as amended by this First Amendment, and shall

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be substituted in the Partnership as a Limited Partner thereof.

ARTICLE V

AMENDED ANNEX A

To reflect the immediately foregoing provisions of this First Amendment, Annex A of the Agreement is amended and restated in its entirety as set forth on Schedule A attached hereto and made a part hereof.

ARTICLE VI

PRINCIPAL OFFICE

The principal office of the Partnership in the State of Florida is Unit W-5, 413 Bayshore Boulevard South, Safety Harbor, FL 34695-0000.

ARTICLE VII

TERM OF THE LIMITED PARTNERSHIP

The Partnership commenced in July, 1983 and shall end on April 30, 2020. However, notwithstanding the foregoing provisions of this Article, the Partnership may be terminated and wound up at any time in accordance with the provisions otherwise set forth in the Agreement or applicable law.

ARTICLE VIII

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

In accordance with the provisions of Fla. Stat. Ann. §620.109, each of the undersigned parties agree that the General Partner shall file an Amendment to Certificate of Limited Partnership in the form substantially set forth on Schedule B attached hereto and made a part hereof.

ARTICLE IX

MISCELLANEOUS

A. Terms. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meaning as in the Agreement.

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B. Binding Agreement. This First Amendment shall be binding upon, and inure to the benefit of, the parties, their legal representatives, successors and assigns.

C. Integration. This First Amendment sets forth the entire understanding and agreement of the parties. No change or modification of this First Amendment shall be valid unless it is in writing and signed by all of the parties hereto.

D. Severability. No part of this First Amendment shall be affected if any other part of it is held invalid or unenforceable.

E. Captions. The captions of the Articles and Paragraphs of this First Amendment have been inserted for convenient reference only and shall not control or affect the meaning or construction of this First Amendment as a whole, or any provision hereof.

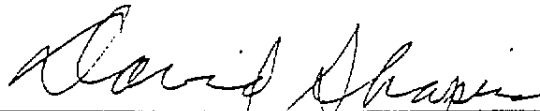
F. Ratification. Except as amended herein, the undersigned ratify and confirm all of the provisions of the Agreement, as amended by the First Amendment.

G. Recitals. The matters set forth in the Recitals are hereby incorporated by reference in, and made a substantive part of, this First Amendment.

H. Counterparts. The parties hereto agree that this First Amendment may be executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the date first written above.

GENERAL PARTNER:



DAVID SHAPIRO, individually and in his capacity as the initial Trustee of The David Shapiro Revocable Trust.

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LIMITED PARTNERS:

David Shapiro

DAVID SHAPIRO, individually and in his capacity as the initial Trustee of The David Shapiro Revocable Trust.

Betty K. Shapiro

BETTY K. SHAPIRO, individually and in her capacity as the initial Trustee of The Betty K. Shapiro Revocable Trust.

David Shapiro

DAVID SHAPIRO, individually in his capacity as the initial life tenant of The David and Betty K. Shapiro Lifetime Interest.

Betty K. Shapiro

BETTY K. SHAPIRO, individually in her capacity as the contingent successor life tenant of The David and Betty K. Shapiro Lifetime Interest.

Lloyd Adam Shapiro

LLOYD ADAM SHAPIRO, individually in his capacity as the contingent remainderman of The David and Betty K. Shapiro Lifetime Interest.

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DARO, LTD.

SCHEDULE A

AMENDED AND RESTATED ANNEX A
TO
AGREEMENT OF LIMITED PARTNERSHIP

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02 AUG 26 AM 9:02
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TALLAHASSEE, FLORIDA

As of January 1, 1996.

PERCENTAGE
INTEREST

GENERAL PARTNER:

DAVID SHAPIRO, Trustee
The David Shapiro Revocable Trust
Unit W-5
413 Bayshore Boulevard South
Safety Harbor, FL 34695-0000 10.00%

LIMITED PARTNERS:

DAVID SHAPIRO, Trustee
The David Shapiro Revocable Trust
Unit W-5
413 Bayshore Boulevard South
Safety Harbor, FL 34695-0000 55.00%

BETTY K. SHAPIRO, Trustee
The Betty K. Shapiro Revocable Trust
Unit W-5
413 Bayshore Boulevard South
Safety Harbor, FL 34695-0000 10.00%

DAVID SHAPIRO and BETTY K. SHAPIRO,
as successive life tenants in,
and LLOYD ADAM SHAPIRO, as
contingent remainderman of,
The David and Betty K. Shapiro
Lifetime Interest.
Unit W-5
413 Bayshore Boulevard South
Safety Harbor, FL 34695-000 25.00%

SILVERSTEIN AND MULLENS, P.L.L.C.

DARO, LTD.

SCHEDULE B

AMENDMENT TO CERTIFICATE
OF
LIMITED PARTNERSHIP

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP (the "Amended Certificate") of DARO, LTD. (the "Partnership") is made and entered into by the undersigned on this ____ day of _____, 1997.

RECITALS:

WHEREAS, DAVID SHAPIRO, BETTY K. SHAPIRO and LLOYD ADAM SHAPIRO, have heretofore been associated as Partners in the Partnership pursuant to the terms of an Agreement of Limited Partnership dated July 21st, 1983 (the "Agreement"), as amended by a First Amendment thereto executed simultaneously on even date herewith (the "First Amendment") and a Certificate of Limited Partnership dated July 21st, 1983 (the "Certificate"); and

WHEREAS, the Partners have agreed that the 10.0-percent General Partnership Interest held by DAVID SHAPIRO in his individual name shall be transferred to and held by DAVID SHAPIRO in his capacity as the initial Trustee of THE DAVID SHAPIRO REVOCABLE TRUST, which is now in existence and which was established by him by an agreement on the 25th day of May, 1988, and subsequently amended by him on a host of occasions since the 25th day of May, 1988, including, without limitation, by a complete amendment and restatement thereof on the 24th day of July, 1997 (sometimes hereinafter referred to as "THE DAVID SHAPIRO REVOCABLE TRUST"), all in accordance with the terms, conditions and provisions more particularly set forth in the First Amendment; and

WHEREAS, the Partners further wish to change the address of its principal office in the State of Florida; and

WHEREAS, pursuant to the provisions of Fla. Stat. Ann. §620.109, the undersigned party, being the General Partner of DARO, LTD., desires to file this Amended Certificate to reflect the foregoing provisions of these Recitals, all in accordance with the terms, conditions, and provisions more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the

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undersigned represent, warrant and state as follows:

1. General Partner. The name and residence address of the General Partner of the Partnership is:

David Shapiro, Trustee
The David Shapiro Revocable Trust
Unit W-5
413 Bayshore Boulevard South
Safety Harbor, FL 34695-000

2. Address of Principal Office. The address of the principal office of the Partnership is Unit W-5, 413 Bayshore Boulevard South, Safety Harbor, FL 34695-000.

3. Ratification. Except as amended herein, the undersigned ratify and confirm all of the provisions of the Certificate.

IN WITNESS WHEREOF, the undersigned have executed this Amended Certificate on the date first written above.

GENERAL PARTNER:

DAVID SHAPIRO, individually
(Withdrawing General Partner)

DAVID SHAPIRO, in his capacity
as the initial Trustee of The
David Shapiro Revocable Trust.

(New General Partner)

SILVERSTEIN AND MULLEN, P. L. L. C.

DARO, LTD.

AMENDMENT TO CERTIFICATE
OF
LIMITED PARTNERSHIP

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TALLAHASSEE, FLORIDA

THIS AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP (the "Amended Certificate") of DARO, LTD. (the "Partnership") is made and entered into by the undersigned on this 24th day of July, 1997.

RECITALS:

WHEREAS, DAVID SHAPIRO, BETTY K. SHAPIRO and LLOYD ADAM SHAPIRO, have heretofore been associated as Partners in the Partnership pursuant to the terms of an Agreement of Limited Partnership dated July 21st, 1983 (the "Agreement"), as amended by a First Amendment thereto executed simultaneously on even date herewith (the "First Amendment") and a Certificate of Limited Partnership dated July 21st, 1983 (the "Certificate"); and

WHEREAS, the Partners have agreed that the 10.0-percent General Partnership Interest held by DAVID SHAPIRO in his individual name shall be transferred to and held by DAVID SHAPIRO in his capacity as the initial Trustee of THE DAVID SHAPIRO REVOCABLE TRUST, which is now in existence and which was established by him by an agreement on the 25th day of May, 1988, and subsequently amended by him on a host of occasions since the 25th day of May, 1988, including, without limitation, by a complete amendment and restatement thereof on the 24th day of July, 1997 (sometimes hereinafter referred to as "THE DAVID SHAPIRO REVOCABLE TRUST"), all in accordance with the terms, conditions and provisions more particularly set forth in the First Amendment; and

WHEREAS, the Partners further wish to change the address of its principal office in the State of Florida; and

WHEREAS, pursuant to the provisions of Fla. Stat. Ann. §620.109, the undersigned party, being the General Partner of DARO, LTD., desires to file this Amended Certificate to reflect the foregoing provisions of these Recitals, all in accordance with the terms, conditions, and provisions more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises, the

SILVERSTEIN AND MULLENS, P.L.L.C.

undersigned represent, warrant and state as follows:

1. General Partner. The name and residence address of the General Partner of the Partnership is

David Shapiro, Trustee
The David Shapiro Revocable Trust
Unit W-5
413 Bayshore Boulevard South
Safety Harbor, FL 34695-000

2. Address of Principal Office. The address of the principal office of the Partnership is Unit W-5, 413 Bayshore Boulevard South, Safety Harbor, FL 34695-000.

3. Ratification. Except as amended herein, the undersigned ratify and confirm all of the provisions of the Certificate.

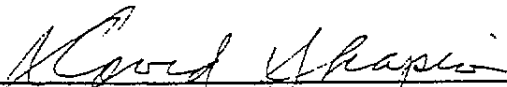
IN WITNESS WHEREOF, the undersigned have executed this Amended Certificate on the date first written above.

GENERAL PARTNER:



DAVID SHAPIRO, individually

(Withdrawing General Partner)



DAVID SHAPIRO, in his capacity as the initial Trustee of The David Shapiro Revocable Trust.

(New General Partner)