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To:

Division of Corporations
Fax Number : (850) 205-0383

From:

Account Name : STEPHEN R. MOORHEAD, P.A.
Account Number : I19990000132
Phone : (850) 477-0660
Fax Number : (850) 477-1730

LIMITED PARTNERSHIP AMENDMENT

HOSPITALITY INN OF SARASOTA, LTD.

Certificate of Status	1
Certified Copy	0
Page Count	12
Estimated Charge	\$61.25

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TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HOSPITALITY INN OF SARASOTA, LTD.**

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on July 2, 1984, amended and restated on February 24, 1989, and amended on August 23, 2000, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: Amendment to Certificate and Agreement of Amendment and Restatement of Limited Partnership for Hospitality Inn of Sarasota, Ltd., a Florida Limited Partnership:

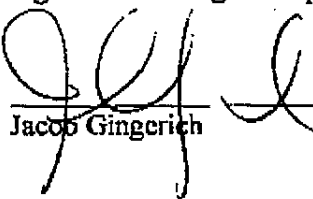
Article C, Section (10) entitled "Distribution of Partnership Assets and Income, Including the Repayment of Debt and Capital Contributions, Together with the Allocation of Profits and Losses" shall be amended as follows:

(10) Distribution of Partnership Assets and Income, Including the Repayment of Debt and Capital Contributions, Together with the Allocation of Profits and Losses. Notwithstanding anything else in this Agreement to the contrary, the general and limited partners whose names are signed below have consented to the substitution of the instruments attached hereto as Exhibit "A" and incorporated herein by reference, each entitled H.I.S. Purchase and Sale Agreement ("H.I.S. Agreement"), to solely govern the respective interests, rights, entitlements, duties, obligations, and liabilities upon dissolution except that Mike French shall be entitled to \$85,000.00 rather than the figure stated therein. Each general or limited partner shall be entitled to only that amount he, she, or it contracted to receive pursuant to the respective H.I.S. Agreement and, in no event, shall be entitled to any other distribution or repayment of debt as originally provided in the Certificate and Agreement of Amendment and Restatement of Limited Partnership for Hospitality Inn of Sarasota, Ltd., a Florida Limited Partnership.

SECOND: This certificate of amendment shall be effective at the time of filing with the Florida Department of State.

THIRD:

Signatures of all general partners:



Jacob Gingerich

Darrell Liechty
Darrell Liechty

Mike French
Mike French

Signatures of all limited partners:

Class "A" Limited Partners

Jerry Thomas Webb
Jerry Thomas Webb

Carla L. Willenzik, Trustee
Carla L. Willenzik, as Trustee of Trust
Under the Will of Norman Willenzik

Nathan Alan Kahn
Nathan Alan Kahn

Nathan Alan Kahn
Sun Plaza Shopping Center, a Florida
General Partnership NOW KNOWN AS
SUNCO DEVELOPMENT CO.

Class "B" Limited Partners

Nathan Alan Kahn
Nathan Alan Kahn

Jerry Thomas Webb
Jerry Thomas Webb

James Donald Webb
James Donald Webb

Class "C" Limited Partner

Darrell Liechty Pres
Magnolia Builders, Inc.

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Kahn

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H.I.S. PURCHASE AND SALE AGREEMENT

Date: March 30, 2001

Jacob Gingerich (Buyer) does hereby agree to purchase and Nathan Kahn, Carla L. Willensak Trustee of Trust Under Will of Norman Willensak and Sunco Development (Seller) does hereby agree to sell 100 % of seller's interest, rights and claims to its share or shares of Hospitality Inn of Sarasota LTD A Florida Limited Partnership (H.I.S.).

This purchase Agreement is contingent upon the closing and final disbursement of three VA out patient clinics (clinic properties) owned in part by Jacob Gingerich. Seller does hereby agree to sell 100 percent of Seller's interest, as represented by Seller's ownership of equity interest in H.I.S., for the sum of four hundred and twenty thousand and no cents, (\$420,000.00). The proceeds shall be distributed as follows: Carla L. Willensak Trustee of Trust Under Will of Norman Willensak, \$135,000.00 (32.14%) Sunco Development, \$125,000.00 (29.76%) and Nathan A. Kahn, \$160,000.00. (38.10%) Any additional proceeds will be divided accordingly.

The sale shall be either in the form of a purchase of the individual interest of H.I.S., or a purchase of the real-estate and assets of H.I.S., whichever is required to accomplish a 1031 exchange of the clinic properties. Regardless of the form of the transaction, Buyer agrees to pay all closing costs in connection with such transaction other than Seller's attorneys fees, if any.

Subject to the sale of the clinic properties referred to above, this purchase shall be funded on or before April 30, 2001. The Buyer or Buyer's sole option, shall have the right to extend the closing date for the purchase contemplated herein through and including June 15th, 2001, provided, however, that in such event the Buyer agrees to increase the purchase price listed above by \$100.00 per day for the period from May 1st through the date of closing as consideration for this extension. Should, as a result of the non-occurrence of the closing of the sale of the clinic properties, as referenced above, this transaction not close on or before June 15th, 2001, either party shall have the right to terminate this Agreement by written notice to the other party or parties, and, in such event, this Agreement shall be deemed null and void and of no further force and effect for any purpose. Any extensions beyond June 15th, 2001, shall be as mutually agreed in writing by the parties.

Should for any reason the Buyer not close on the sale of the clinic properties, the Buyer shall have the option, upon written notice to Seller, of canceling this Agreement. The parties agree that additional writings will be required to effectuate the terms and conditions of this sale, and both parties agree to execute such additional writings as may reasonably be required to complete the transaction contemplated herein. This includes, without limitation, any and all documents required to effectuate a tax free exchange for the benefit of the Buyer.

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The Buyer agrees that the consideration recited above is the full and complete consideration to paid for 100 percent of the Seller's interest in H.I.S., and further agrees that in exchange for this consideration, he will waive and forever surrender any and all other claims that he has or may have against Buyer and/or H.I.S. This agreement shall be construed in accordance with Florida law, and the parties agree that Escambia County, Pensacola, Florida, shall be the proper venue and jurisdiction for any action to enforce the rights and responsibilities created herein.

The parties further agree that in the event of an action to enforce this agreement, that the prevailing party in any such action shall be entitled to recovery of attorneys fees and all costs.

Should either party, as provided herein, cancel this agreement, the parties agree that this writing shall be of no further force or effect as between the parties as to any issue. In particular, the parties agree that the percentage allocations involved in the calculation of the purchase price contained in this agreement are for purposes of this agreement only, and shall not — in the event the transaction contemplated by this agreement not occur, be deemed a modification of any other agreements to which they are parties, including without limitation the H.I.S. partnership agreement, or any agreements arising from or related to the H.I.S. partnership agreement. In fact, the parties expressly agree that in the event this agreement is cancelled, as provided herein, that this writing shall be of no further force or effect as to any issue that may arise between them, and shall be deemed to be an inadmissible settlement negotiation in any legal proceeding.

The parties further agree that in the event of a breach of the obligations created herein, that either party shall have the right to enforce this agreement through an action for specific performance, for damages, or both, and shall be entitled to all other remedies provided for by Florida law.

The parties agree that this writing contain all of the terms and conditions agreed to by the parties, and that there are no oral representations relied on by the parties that have not been expressly incorporated herein.

This agreement is hereby accepted for the Seller

By Nathan Kuhn Nathan Kuhn Dated 4/11/01
Nathan Kuhn, for Sunco Development
By Carla L Willenzik Carla L Willenzik Dated 4-11-01
Carla L Willenzik, Trustee of Trust 1991 Will of Norman Willenzik

This agreement is hereby accepted for the buyer

By Jacob Gingerich Jacob Gingerich Dated 4-11-01

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French

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001

H.I.S. PURCHASE AND SALE AGREEMENT

Date: March 1, 2001

Jacob Gingerich (Buyer) does hereby agree to purchase and Mike French (Seller) does hereby agree to sell 100 % of seller's interest, rights and claims to its share or shares of Hospitality Inn of Sarasota LTD. A Florida Limited Partnership (H.I.S.).

This purchase Agreement is contingent upon the closing and final disbursement of three VA out patient clinics (clinic properties) owned in part by Jacob Gingerich. Seller does hereby agree to sell 100 percent of Seller's interest, as represented by Seller's ownership of equity interest in H.I.S., for the sum of eighty thousand and no cents, (\$ 80,000.00). The sale shall be either in the form of a purchase of the individual interest of H.I.S., or a purchase of the real-estate and assets of H.I.S., whichever is required to accomplish a 1031 exchange of the clinic properties. Regardless of the form of the transaction, Buyer agrees to pay all closing costs in connection with such transaction other than Seller's attorneys fees, if any.

Subject to the sale of the clinic properties referred to above, this purchase shall be funded on or before April 30, 2001. Any extensions thereto due to causes beyond the control of the buyer shall not be unreasonably withheld. Should for any reason the Buyer not close on the sale of the clinic properties, the Buyer shall have the option, upon written notice to Seller, of canceling this Agreement. The parties agree that additional writings will be required to effectuate the terms and conditions of this sale, and both parties agree to execute such additional writings as may reasonably be required to complete the transaction contemplated herein. This includes, without limitation, any and all documents required to effectuate a tax free exchange for the benefit of the Buyer.

The Buyer agrees that the consideration recited above is the full and complete consideration to paid for 100 percent of the Seller's interest in H.I.S., and further agrees that in exchange for this consideration, he will waive and forever surrender any and all other claims that he has or may have against Buyer and/or H.I.S. This agreement shall be construed in accordance with Florida law, and the parties agree that Escambia County, Pensacola, Florida, shall be the proper venue and jurisdiction for any action to enforce the rights and responsibilities created herein.

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The parties further agree that in the event of an action to enforce this agreement, that the prevailing party in any such action shall be entitled to recovery of attorneys fees and all costs.

The parties further agree that in the event of a breach of the obligations created herein, that either party shall have the right to enforce this agreement through an action for specific performance, for damages, or both, and shall be entitled to all other remedies provided for by Florida law.

The parties agree that this writing contain all of the terms and conditions agreed to by the parties, and that there are no oral representations relied on by the parties that have not been expressly incorporated herein.

This agreement is hereby accepted for the Seller

By MO French Dated 3-1-01

By _____ Dated _____

This agreement is hereby accepted for the buyer

By Jacob Gingerich [Signature] Dated March 1, 2001

TOTAL P.02

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P. 04

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H.I.S. PURCHASE AND SALE AGREEMENT

Date: April 6, 2001

Jacob Gingerich (Buyer) does hereby agree to purchase and Magnolia Builders Inc (seller) does hereby agree to sell 100 % of seller's interest, rights and claims to its share or shares of Hospitality Inn of Sarasota LTD. A Florida Limited Partnership (H.I.S.).

This purchase Agreement is contingent upon the closing and final disbursement of three VA out patient clinics (clinic properties) owned in part by Jacob Gingerich. Seller does hereby agree to sell 100 percent of Seller's interest, as represented by Seller's ownership of equity interest in H.I.S., for the sum of Four hundred thousand and no cents, (\$400,000.00) The sale shall be either in the form of a purchase of the individual interest of H.I.S., or a purchase of the real-estate and assets of H.I.S., whichever is required to accomplish a 1031 exchange of the clinic properties. Regardless of the form of the transaction, Buyer agrees to pay all closing costs in connection with such transaction other than Seller's attorneys fees, if any.

Subject to the sale of the clinic properties referred to above, this purchase shall be funded on or before May 30, 2001. Any extensions thereto due to causes beyond the control of the buyer shall not be unreasonably withheld.

Should for any reason the Buyer not close on the sale of the clinic properties, the Buyer shall have the option, upon written notice to Seller and claimant, of canceling this Agreement. The parties agree that additional writings will be required to effectuate the terms and conditions of this sale, and both parties agree to execute such additional writings as may reasonably be required to complete the transaction contemplated herein. This includes, without limitation, say and all documents required to effectuate a tax free exchange for the benefit of the Buyer.

The Buyer agrees that the consideration recited above is the full and complete consideration to paid for 100 percent of the Seller's interest in H.I.S., and further agrees that in exchange for this consideration, he will waive and forever surrender any and all other claims that he has or may have against Buyer and/or H.I.S. This agreement shall be construed in accordance with Florida law, and the parties agree that Escambia County, Pensacola, Florida, shall be the proper venue and jurisdiction for any action to enforce the rights and responsibilities created herein.

It is the agreement of all parties that Jerry Webb and James Webb (claimant) have a claim for \$280,000 against the Seller. Seller agrees that in payment of the purchase price, that Buyer shall write a joint check to Seller and Jerry Webb and James Webb in the amount of \$280,000, which check shall be credited as part of the agreed-upon purchase price, and that Seller will immediately endorse this check and remit to Jerry Webb and James Webb to settle its debt to the Webbs. The Webbs agree that in return for this \$280,000 check endorsed to them, they will cancel and satisfy all notes or documents evidencing amounts owed by Magnolia Builders to the Webbs, and will grant Magnolia Builders and Buyer a full and complete release of any and all claims that they have or might have against Magnolia Builders, its officers, directors, shareholders, or agents, or against Buyer.

The Buyer, at Buyer's sole option, shall have the right to extend the closing date for the purchase contemplated herein through and including June 15th, 2001, provided, however, that in

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such event the Buyer agrees to increase the claim price listed above by \$70.00 per day for the period from May 1st through the date of closing as consideration for this extension. Should, as a result of the non-occurrence of the closing of the sale of the clinic properties, as referenced above, this transaction not close on or before June 15th, 2001, either party shall have the right to terminate this Agreement by written notice to the other party or parties, and, in such event, this Agreement shall be deemed null and void and of no further force and effect for any purpose. Any extensions beyond June 15th, 2001, shall be as mutually agreed in writing by the parties.

The parties further agree that in the event of an action to enforce this agreement, that the prevailing party in any such action shall be entitled to recovery of attorneys fees and all costs.

Should either party, as provided herein, cancel this agreement, the parties agree that this writing shall be of no further force or effect as between the parties as to any issue. In particular, the parties agree that the percentage allocations involved in the calculation of the purchase price contained in this agreement are for purposes of this agreement only, and shall not — in the event the transaction contemplated by this agreement not occur, be deemed a modification of any other agreements to which they are parties, including without limitation the H.I.S. partnership agreement, or any agreements arising from or related to the H.I.S. partnership agreement. In fact, the parties expressly agree that in the event this agreement is cancelled, as provided herein, that this writing shall be of no further force or effect as to any issue that may arise between them, and shall be deemed to be an inadmissible settlement negotiation in any legal proceeding.

The parties further agree that in the event of a breach of the obligations created herein, that either party shall have the right to enforce this agreement through an action for specific performance, for damages, or both, and shall be entitled to all other remedies provided for by Florida law.

The parties agree that this writing contain all of the terms and conditions agreed to by the parties, and that there are no oral representations relied on by the parties that have not been expressly incorporated herein.

This agreement is hereby accepted for the claimant

By Jerry Webb [Signature] Dated 04-11-01

By James Webb [Signature] Dated 04-11-01

This agreement is hereby accepted for the seller

By Darrell Liechty [Signature] Dated 04/13/01

This agreement is hereby accepted for the buyer

By Jacob Gingerich [Signature] Dated 04/13/01

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TOTAL P.05

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P. 02

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H.I.S. PURCHASE AND SALE AGREEMENT

Date: March 30, 2001

Jacob Gingerich (Buyer) does hereby agree to purchase and Jerry Webb and James Webb (Seller) does hereby agree to sell 100 % of seller's interest, rights and claims to its share or shares of Hospitality Inn of Sarasota LTD. A Florida Limited Partnership (H.I.S.).

This purchase Agreement is contingent upon the closing and final disbursement of three VA out patient clinics (clinic properties) owned in part by Jacob Gingerich. Seller does hereby agree to sell 100 percent of Seller's interest, as represented by Seller's ownership of equity interest in H.I.S., for the sum of four hundred and twenty thousand and no cents, (\$420,000.00) The sale shall be either in the form of a purchase of the individual interest of H.I.S., or a purchase of the real-estate and assets of H.I.S., whichever is required to accomplish a 1031 exchange of the clinic properties. Regardless of the form of the transaction, Buyer agrees to pay all closing costs in connection with such transaction other than Seller's attorneys fees, if any.

Subject to the sale of the clinic properties referred to above, this purchase shall be funded on or before April 30, 2001. The Buyer, at Buyer's sole option, shall have the right to extend the closing date for the purchase contemplated herein through and including June 15th, 2001, provided, however, that in such event the Buyer agrees to increase the purchase price listed above by \$100.00 per day for the period from May 1st through the date of closing as consideration for this extension. Should, as a result of the non-occurrence of the closing of the sale of the clinic properties, as referenced above, this transaction not close on or before June 15th, 2001, either party shall have the right to terminate this Agreement by written notice to the other party or parties, and, in such event, this Agreement shall be deemed null and void and of no further force and effect for any purpose. Any extensions beyond June 15th, 2001, shall be as mutually agreed in writing by the parties.

Should for any reason the Buyer not close on the sale of the clinic properties, the Buyer shall have the option, upon written notice to Seller, of canceling this Agreement. The parties agree that additional writings will be required to effectuate the terms and conditions of this sale, and both parties agree to execute such additional writings as may reasonably be required to complete the transaction contemplated herein. This includes, without limitation, any and all documents required to effectuate a tax free exchange for the benefit of the Buyer.

The Buyer agrees that the consideration recited above is the full and complete consideration to paid for 100 percent of the Seller's interest in H.I.S., and further agrees that in exchange for this consideration, he will waive and forever surrender any and all other claims that he has or may have against Buyer and/or H.I.S. This agreement shall be construed in accordance with Florida law, and the parties agree that Escambia County, Pensacola, Florida, shall be the proper venue and jurisdiction for any action to enforce the rights and responsibilities created herein.

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The parties further agree that in the event of an action to enforce this agreement, that the prevailing party in any such action shall be entitled to recovery of attorneys fees and all costs.

Should either party, as provided herein, cancel this agreement, the parties agree that this writing shall be of no further force or effect as between the parties as to any issue. In particular, the parties agree that the percentage allocations involved in the calculation of the purchase price contained in this agreement are for purposes of this agreement only, and shall not -- in the event the transaction contemplated by this agreement not occur, be deemed a modification of any other agreements to which they are parties, including without limitation the H.J.S. partnership agreement, or any agreements arising from or related to the H.J.S. partnership agreement. In fact, the parties expressly agree that in the event this agreement is cancelled, as provided herein, that this writing shall be of no further force or effect as to any issue that may arise between them, and shall be deemed to be an inadmissible settlement negotiation in any legal proceeding.

The parties further agree that in the event of a breach of the obligations created herein, that either party shall have the right to enforce this agreement through an action for specific performance, for damages, or both, and shall be entitled to all other remedies provided for by Florida law.

The parties agree that this writing contains all of the terms and conditions agreed to by the parties, and that there are no oral representations relied on by the parties that have not been expressly incorporated herein.

This agreement is hereby accepted for the Seller

By *James Webb*
James Webb

Dated 04-11-01

This agreement is hereby accepted for the buyer

By Jacob Gingrich *Jacob Gingrich*

Dated 04/13/01

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Darrell
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H.I.S. PURCHASE AND SALE AGREEMENT

Date: April 6, 2001

Jacob Gingerich (Buyer) does hereby agree to purchase and, Darrell Liechry (Seller) does hereby agree to sell 100 % of seller's interest, rights and claims to its share or shares of Hospitality Inn of Sarasota LTD. A Florida Limited Partnership (H.I.S.).

This purchase Agreement is contingent upon the closing and final disbursement of three VA out patient clinics (clinic properties) owned in part by Jacob Gingerich. Seller does hereby agree to sell 100 percent of Seller's interest, as represented by Seller's ownership of equity interest in H.I.S., for the sum of One hundred and fifty thousand and no cents, (\$150,000.00) The sale shall be either in the form of a purchase of the individual interest of H.I.S., or a purchase of the real-estate and assets of H.I.S., whichever is required to accomplish a 1031 exchange of the clinic properties. Regardless of the form of the transaction, Buyer agrees to pay all closing costs in connection with such transaction other than Seller's attorneys fees, if any.

Subject to the sale of the clinic properties referred to above, this purchase shall be funded on or before May 30, 2001. Any extensions thereto due to causes beyond the control of the buyer shall not be unreasonably withheld. Should for any reason the Buyer not close on the sale of the clinic properties, the Buyer shall have the option, upon written notice to Seller, of canceling this Agreement. The parties agree that additional writings will be required to effectuate the terms and conditions of this sale, and both parties agree to execute such additional writings as may reasonably be required to complete the transaction contemplated herein. This includes, without limitation, any and all documents required to effectuate a tax free exchange for the benefit of the Buyer.

The Buyer agrees that the consideration recited above is the full and complete consideration to paid for 100 percent of the Seller's interest in H.I.S., and further agrees that in exchange for this consideration, he will waive and forever surrender any and all other claims that he has or may have against Buyer and/or H.I.S. This agreement shall be construed in accordance with Florida law, and the parties agree that Escambia County, Pensacola, Florida, shall be the proper venue and jurisdiction for any action to enforce the rights and responsibilities created herein.

The parties further agree that in the event of an action to enforce this agreement, that the prevailing party in any such action shall be entitled to recovery of attorneys fees and all costs.

Should either party, as provided herein, cancel this agreement, the parties agree that this writing shall be of no further force or effect as between the parties as to any issue. In particular, the parties agree that the percentage allocations involved in the calculation of the purchase price contained in this agreement are for purposes of this agreement only, and shall not -- in the event the transaction contemplated by this agreement not occur, be deemed a modification of any other agreements to which they are parties, including

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without limitation the H.I.S. partnership agreement, or any agreements arising from or related to the H.I.S. partnership agreement. In fact, the parties expressly agree that in the event this agreement is cancelled, as provided herein, that this writing shall be of no further force or effect as to any issue that may arise between them, and shall be deemed to be an inadmissible settlement negotiation in any legal proceeding.

The parties further agree that in the event of a breach of the obligations created herein, that either party shall have the right to enforce this agreement through an action for specific performance, for damages, or both, and shall be entitled to all other remedies provided for by Florida law.

The parties agree that this writing contain all of the terms and conditions agreed to by the parties, and that there are no oral representations relied on by the parties that have not been expressly incorporated herein.

This agreement is hereby accepted for the Seller

By Darrell Liechty Dated 04/13/01
Darrell Liechty

This agreement is hereby accepted for the buyer

By Jacob Gingerich J. Gingerich Dated 04/13/01

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