

A9400000689

5/28/02  
NUM: A94000000689 ST: FL ACTIVE/AL L  
LAST: NAME CHANGE AMENDMENT FLD: 08/23/1994  
ACT CONT: 3,000,000.00 FEI#: 59-3307351  
NAME : R & M STEVES, LTD.  
NH: 1  
PRINCIPAL: 5905 LUCINA CT CHANGED: 05/12/00  
ADDRESS FT MYERS, FL 33908  
MAILING : P.O. BOX 8888 CHANGED: 05/12/00  
ADDRESS WINTER PARK, FL 32790  
RA NAME : STEVES, RICHARD  
RA ADDR : 5905 LUCINA CT ADDR CHG: 05/12/00  
FT MYERS, FL 33908-6142 US  
ANN REP : (1999) I 12/11/98 (2000) I 05/12/00 (2001) I 04/09/01

1. MENU, 3. PARTNERS, 4. EVENTS, 6. NAMES  
ENTER SELECTION AND CR:

FILED  
02 JUN 10 PM 2:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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-06/11/02--01001--018  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

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PP \$52.50

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

R & M Steves 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 5/16/1994, 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 attached Assignment of Limited Partnership

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

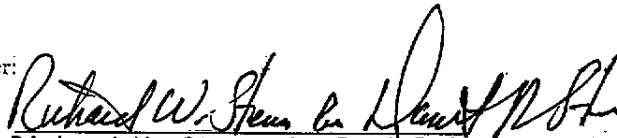
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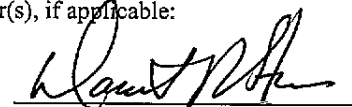
**SECOND:** This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

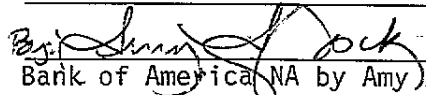
**THIRD:** Signature(s)

Signature of current general partner:

  
Richard W. Steves by Daniel Steves, POA

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

  
Daniel Steves, TRUSTEE

  
Bank of America NA by Amy A. Bock, VP, TRUSTEE

## **ASSIGNMENT OF LIMITED PARTNERSHIP AGREEMENT**

**THIS AGREEMENT**, made this 20 day of August, 2001, by **Richard Steves**, as a General and as a Limited Partner, whose residence and post office address is **5905 Lucina Court, Ft. Myers, Florida 32908**, hereinafter called the "**Assignor**," and **Richard W. Steves, and Bank of America, N.A.**, as Co-trustees under that unrecorded Revocable Trust Agreement entitled the **RICHARD W. STEVES REVOCABLE TRUST**, dated May 6, 1997, hereinafter called the "**Assignee**."

### **WITNESSETH:**

For and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, received from or on behalf of Richard W. Steves, as Trustee under that unrecorded Revocable Trust Agreement entitled the RICHARD W. STEVES REVOCABLE TRUST, dated May 6, 1997, the receipt of which is hereby acknowledged, Assignor does by these presents grant and convey unto Assignee, or Assignee's Successor, in Trust, as Trustee, for the uses and purposes and with all of the powers set forth in said Trust agreement, including without prejudice to the foregoing, full power and authority to sell, convey, exchange, pledge or otherwise deal with and dispose of said interest, according to the sole judgment and discretion of the Trustee, and according to the tenancy set forth therein, all rights and interest owned by Assignor in and to that certain Limited Partnership described as follows:

A Thirty-two percent (32%) interest as a limited partner and a one percent (1%) interest as a general partner, in R & M Steves, Ltd., a Florida Limited Partnership, conducting business under a partnership agreement dated May 5, 1994,

And, in consideration of the premises, the Assignor does hereby covenant with the Assignee that the Assignor is the lawful owner of the herein described interest and that the Assignor has good right to sell and convey said rights and interest therein.

Effective upon the signing of this instrument, the assignee shall be entitled to share in the profits and losses, to receive the distributions, and to receive the allocations of income, gain, loss, deduction, credit and similar items to which I would otherwise be entitled as a Limited Partner or as a General Partner. In the event that the other members of the partnership consent thereto, the assignee shall be entitled to all the rights, which I as a Limited Partner, had in the partnership.

The terms "Assignor", "Assignee" and "Trustee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations and their and each of their respective heirs, personal representatives, successors in trust and assigns, according to the context thereof.

IN WITNESS WHEREOF AND IN AGREEMENT AND CONSENTING THERETO, the General Partner, Richard Steves, and the Limited Partner, Richard Steves, executes this Assignment of Limited Partner's Interest in the R & M Steves, Ltd., (formerly known as Steves, Ltd.) dated May 5, 1994, on this 20 day of August, 2001.

Signed and acknowledged in the presence of the following witnesses:

Mavis Wilson  
Witness

MAVIS WILSON  
Printed Name

Amey A. Prock  
Witness

Amey A Prock  
Printed Name

Richard Steves  
Richard Steves  
5905 Lucina Court  
Ft. Myers, Florida 32908

"Assignor"

Richard Steves  
Richard W. Steves, Trustee of the  
RICHARD W. STEVES REVOCABLE TRUST  
Dated May 6, 1997

"Assignee"

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

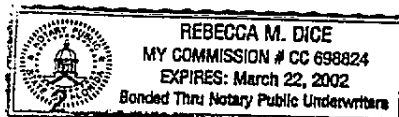
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STATE OF FLORIDA )  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 20th day of August, 2001, by Richard Steves, who has produced Florida Driver's License No. S312-759-07-363 as identification.

Rebecca M. Dice  
Notary Public, State of Florida



BANK OF AMERICA, N.A.

Nancy A. Mathison  
Witness

Diane K. Gurney  
Witness

By: Amy A. Bock

Title: Vice President

Attest: Pam Miller

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of August, 2001, by AMY A. BOCK, VICE-PRES. of BANK OF AMERICA, N.A., on behalf of the corporation, who is personally known to me.

Rebecca M. Dice  
Notary Public, State of Florida

