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FILED
HARRY A. JONES SECRETARY OF STATE
ATTORNEY AT LAW DIVISION OF CORPORATIONS

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HARBOR TOWNE
11 A. MAX BREWER PARKWAY
TITUSVILLE, FLORIDA 32796

January 29, 1997

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TITUSVILLE, FLORIDA 32782-6447
(407) 284-0334
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Florida Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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Attention: Kenny Manning

Subject: The Sheriff Family Partnership, Ltd.

Dear Ms. Manning

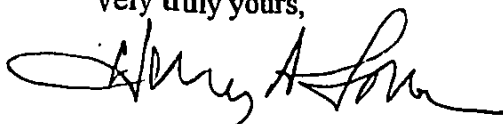
In connection with the referenced Partnership, enclosed for filing is Amendment to Agreement of Limited Partnership of The Sheriff Family Partnership, Ltd., along with check in the amount of \$52.50 for the filing of this Amendment. I have included an extra copy of the Amendment and would appreciate it if upon acceptance and filing, you would stamp and return this copy to me.

Also enclosed is the 1997 Limited Partnership Annual Report which was previously filed by the Partnership and returned by the Department of State. As you instructed, I have reinserted Baytree Foursome, Inc. in Section 11 of the Report, and am returning the Report as well as check in the amount of \$576.25, which I understand will allow the Amendment and Report to be filed.

If you have any question upon receipt of these documents, please contact the undersigned.

Thank you for your cooperation and assistance in getting this Amendment and the Annual Report properly filed.

Very truly yours,



Harry A. Jones

HAI/re
Enc.

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AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP OF
THE SHERIFF FAMILY PARTNERSHIP, LTD.

THIS AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP ("Agreement") dated as of the 19th day of November, 1996 by and between BAYTREE FOURSOME, INC., as General Partner (the "General Partner"), and F. A. SHERIFF, as Trustee of the F. A. SHERIFF TRUST U/A/D 8/27/92, (the "Limited Partner"), (the General Partner and the Limited Partner being hereinafter sometimes collectively referred to as the "Partners"). The Sheriff Family Partnership, Ltd. original file date is 10/07/96.

Pursuant to the provisions of Section 11.1 of the Agreement, the General Partner with the joinder and consent of the Limited Partner hereby adopts the following amendments to the Agreement:

1. Pursuant to the provisions of Section 6.12 of the Agreement, Baytree Foursome, Inc. tenders its resignation as General Partner effective thirty (30) days from the date of this Amendment. The undersigned Limited Partners acknowledge such resignation and designate S&S Real Estate Development, Inc., a Florida corporation, as successor General Partner. S&S Real Estate Development, Inc. by its execution of this Amendment accepts appointment as successor General Partner and agrees to assume and be bound by all powers and responsibilities specified in the Agreement or as otherwise provided by law. S & S Real Estate Development, Inc. address is: 400 Point Dr., Ste. 500 Cocoa, FL 32926.

2. Section 3.6 (Distributions of Net Cash Flow) is amended to provide the following additional language:

All distributions of Net Cash Flow shall be made when deemed appropriate by the General Partner, which decision shall be in the sole discretion of the General Partner. The Partners intend that Net Cash Flow from the Partnership Properties be used to purchase additional investment assets for the Partnership, and understand and acknowledge that accumulating and reinvesting Net Cash Flow, rather than distributing the same, may occur even if a particular investment opportunity has not been identified by the General Partner at a given time.

3. Section 5.3 (Consents and Approvals) is restated in its entirety to provide as follows:

5.3 Consents and Approvals. The General Partner may from time to time seek suggestions and expressions of opinion from the Limited Partners on major policy

decisions affecting the Partnership. In any instance under this Agreement in which the advice or consent of a Limited Partner to any proposed action is required, such advice or consent shall be requested in writing by the General Partner and such response as directed by any Limited Partner shall be given in writing within fifteen (15) days after the General Partner requests such advice or consent. If a Limited Partner fails or elects not to respond in writing within the time and in the manner specified above, that Limited Partner shall be deemed to have consented to the proposed action and thereafter waives any later claims against the General Partner with respect to such action.

4. Section 6.1 (Transferability of the General Partner's Interest) is amended to provide the following additional language:

In event a General Partner's interest is taken or encumbered by levy, foreclosure, charging, order, execution, or other similar involuntary proceeding (a "taking"), the Partnership shall not dissolve. The statutory or other involuntary assignee of a General Partner's interest shall only have the right to an allocation of profits and losses attributable to that General Partner's interest in the Partnership pursuant to Section 3.3 and shall receive only the distributions of the net cash flow of the Partnership attributable to that General Partner's interest properly disbursed pursuant to Section 3.6 and shall not, under any circumstances, have the right to interfere in the management or in the administration of the Partnership business, assets, or affairs, or to act in any manner as a General Partner. Upon the issuance of a court order or other enforceable directive effecting a taking, a General Partnership interest which has been taken under, or which is subject to any of the circumstances described above shall be deemed to have been exchanged with the Partnership for a Limited Partnership interest, entitled to the same distributions and percentage of the Partnership's capital, profits, and losses as were attributable to such interest as a General Partnership interest (other than any salary, fee, or other payment made in recognition of, or as compensation for, such General Partner's management responsibilities and services, which will no longer be rendered by such person as a Limited Partner). The Partnership shall not dissolve in the event of the bankruptcy of a General Partner, whether by voluntary or involuntary action. In such event, effective upon the commencement of the bankruptcy proceeding, the affected General Partner's interest shall be deemed to have been exchanged with the Partnership for an interest as a Limited Partner entitled to the same distributions and percentage of Partnership capital, profits, and losses as such person was entitled as a General Partner (other than any salary, fee, or other payment made in recognition of, or as compensation for, such General Partner's management responsibilities and services, which will no longer be rendered by such person as a Limited Partner). In the event any exchange described herein would result in the Partnership not having a General Partner whose interests

have not been liened or charged as aforesaid, such exchange shall be delayed for a period not to exceed thirty (30) days during which period and pursuant to the same provisions as specified in Section 6.12, the Limited Partners may elect, by a vote of a Majority in Interest of the Limited Partners or the Court may appoint a new General Partner. A General Partner shall give notice to all other Partners of any deemed exchange in accordance with Section 11.2.

5. Subsection (b) of Section 6.7 (Purchase on Entity Dissolution or Bankruptcy of Limited Partner) is restated in its entirety to provide as follows:

(b) a Limited Partner is dissolved, wound-up or liquidated (other than the scheduled termination and distribution to the beneficiaries of a trust who is a Limited Partner or a Partnership who is a Limited Partner);

6. Subsection (f) of Section 6.9 (Substituted Limited Partner and Requirements for Assignment) is restated in its entirety and additional language added to provide as follows:

(f) the assignor and assignee have delivered to the General Partner a duly executed and acknowledged counterpart of the instrument effecting the assignment of the assignor's interest to the assignee and such other instruments as the General Partner may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this agreement and his execution, acknowledgment, and delivery of a Power of Attorney to the General Partner, the form and content of which shall be provided by the General Partner.

Unless and until any voluntary or involuntary assignee is expressly approved in writing by the General Partner and is otherwise fully qualified as a substitute Limited Partner, any assignee shall be entitled to no more than to receive the Net Cash Flow, subject to Section 3.6 hereof, and profits and losses attributable to the Limited Partner's Interest in the Partnership, in accordance with the percentages allowed under this Agreement. In no event shall said assignee have the right to interfere with the management or the administration of the Partnership business, assets, or affairs, or to become a substituted Limited Partner except as provided in this Section 6.9.

IN WITNESS WHEREOF, the parties hereto have subscribed and sworn to this Amendment to Agreement of Limited Partnership as of the day and year first above written.

Witnesses:

Michael D. [Signature]
Henry A. [Signature]

RESIGNING GENERAL PARTNER
BAYTREE FOURSOME, INC.

By:

[Signature]
Title: President

Witnesses:

Michael D. [Signature]
Henry A. [Signature]

LIMITED PARTNERS

[Signature]
F. A. SHERIFF, Trustee of the
F. A. SHERIFF TRUST u/a/d 8/27/92

Witnesses:

Michael D. [Signature]
Henry A. [Signature]

SUCCESSOR GENERAL PARTNER
S&S REAL ESTATE DEVELOPMENT, INC.

By:

[Signature]
Title: President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS A. VANI, President of BAYTREE FOURSOME, INC., known to me to be the person described herein and acknowledged executing the foregoing instrument freely and voluntarily. Said person is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th
day of November, 1996.

Laura M. Moffett
Notary Public - State of Florida
My Commission Expires



LAURA M. MOFFETT
Comm. No. CC 322415
My Comm. Exp. Nov. 9, 1997
Bonded thru Pichard Ins. Agency

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared F. A. SHERIFF, Trustee of the F. A. SHERIFF TRUST w/a/d 8/27/92, known to me to be the person described herein and he acknowledged executing the foregoing instrument freely and voluntarily. Said person is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th
day of November, 1996.

Laura M. Moffett
Notary Public - State of Florida
My Commission Expires



LAURA M. MOFFETT
Comm. No. CC 322415
My Comm. Exp. Nov. 9, 1997
Bonded thru Pichard Ins. Agency

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS A. VANI, President of S&S REAL ESTATE DEVELOPMENT, FOURSOME, INC., known to me to be the person described herein and who acknowledged executing the foregoing instrument freely and voluntarily. Said person is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th
day of November, 1996.

Laura M. Moffett
Notary Public - State of Florida
My Commission Expires



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