

A9700001515

HAILE VILLAGE CENTER
5346 S.W. 91ST TERRACE
GAINESVILLE, FLORIDA 32608-7124

C. DAVID COFFEY
MICHAEL TILLMAN
STEVEN J. KALISHMAN

TELEPHONE: (352) 376-8600
FAX: (352) 376-0026
E-MAIL: CTKO@AOL.COM

MEMBER - NATIONAL NETWORK OF ESTATE PLANNING ATTORNEYS

August 5, 1997

TO: Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

FILED
97 OCT - 1 PM 2: 26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Re: The Anne Becker Real Estate Limited Partnership

Enclosed are:

Handwritten signature/initials

CM

900002259039-1-3
-08/06/97-01037-002
*****52.50 *****52.50

1. Amended Certificate of Limited Partnership, in duplicate.
2. A Check for \$52.50 in payment of the fee for amending the Certificate of Limited Partnership.

Thank you for your assistance.

Yours truly,

Michael Tillman

Michael Tillman

Enclosures as noted

Please return the duplicate Amended Certificate of Limited Partnership to:

Michael Tillman, J.D.
5346 S.W. 91st Terrace
Gainesville, FL 32608

F:\WORD\BECKER\FRM606.WP2



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

August 11, 1997

MICHAEL TILLMAN
COFFEY, TILLMAN & KALISHMAN
5346 S.W. 91ST TERRACE
GAINESVILLE, FL 32608

SUBJECT: THE ANNE BECKER REAL ESTATE LIMITED PARTNERSHIP
Ref. Number: W97000018424

We have received your document for THE ANNE BECKER REAL ESTATE LIMITED PARTNERSHIP and check(s) totaling \$52.50. However, your check(s) and document are being returned for the following:

A general partner must sign the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6025.

Cathy A Mitchell
Corporate Specialist

Letter Number: 097A00040530

FILED
97 OCT - 1 PM 2: 27
TALLAHASSEE, FLORIDA

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP
OF THE
THE ANNE BECKER REAL ESTATE LIMITED PARTNERSHIP
A Florida Limited Partnership

FILED
97 OCT - 1 PM 2: 27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned does hereby certify that a Florida Limited Partnership Agreement was signed on May 28, 1997, at Gainesville, Florida, by the following, herein called "General Partners":

ANNE BECKER, TRUSTEE, OF THE ANNE BECKER IRREVOCABLE MANAGEMENT
TRUST

and by the following, hereinafter referred to as the initial "Limited Partners":

ANNE BECKER
JOHN A. DAVIS, JR., TRUSTEE, OF THE BECKER FAMILY IRREVOCABLE TRUST

This amendment is made to change the name of the general partner and one of the limited partners which was listed incorrectly in the original Certificate of Limited Partnership.

WITNESSETH:

The parties hereto, on the date described above, formed a Limited Partnership pursuant to the provisions of the Florida Limited Partnership Act.

1. Name. The name of this Limited Partnership is The Anne Becker Real Estate Limited Partnership.
2. Business. The Limited Partnership may hold, manage, develop, exchange, and/or

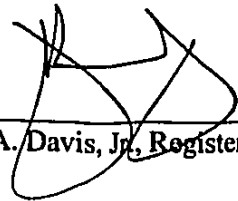
lease real estate, buy and sell both real and personal property including options, rights, intangibles and undivided interests in property, hold other investment assets. There is no geographical or jurisdictional restriction upon the location of an investment property or activity. The Limited Partnership may lease property which it owns or needs and may sublease property which it acquires under another lease. It may borrow and lend money, with or without interest or collateral. Furthermore, the Limited Partnership may engage in and/or conduct any lawful business or investment activities.

3. Principal Place of Business, Records Location and Registered Office. The location of the principal place of business and records location of the Limited Partnership is 2631 N.W. 41st Street, Suite B, Gainesville, FL 32606. The location of the registered office of the Limited Partnership is 2631 N.W. 41st Street, suite B, Gainesville, FL 32606.

TALAHUEE COUNTY
FILED
OCT 1 11 AM 2:27

4. Appointment and Consent to Serve as Registered Agent. The registered agent for service for this Limited Partnership is John A. Davis, Jr. whose address is 2631 N.W. 41st Street, suite B, Gainesville, FL 32606.

I, John A. Davis, Jr., a natural person and resident of Florida, accept the appointment as agent of THE ANNE BECKER REAL ESTATE LIMITED PARTNERSHIP upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. I understand that as agent it will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of my resignation or of any changes in the Registered Office Address.



John A. Davis, Jr., Registered Agent

5. The Partners. The General Partner of this Limited Partnership is:

Residence and Mailing Address:

Anne Becker and John A. Davis, Jr., Trustees, or their successors in trust, under the Anne Becker Irrevocable Management Trust dated April 30, 1997
2631-B N.W. 41st Street
Gainesville, FL 32606

The Limited Partnership shall also have such Limited Partners as are named in the Limited Partnership Agreement. The initial limited partners are:

Residence and Mailing Address:

Anne S. Becker, Trustee of the Anne S. Becker Living Trust
2631-B N.W. 41st Street
Gainesville, FL 32606

John A. Davis, Jr., Trustee, of the Becker Family Irrevocable Trust
2631-B N.W. 41st Street
Gainesville, FL 32606

FILED
97 OCT - 1 PM 2:27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

6. Term. The Partnership shall begin on the date this Certificate of Limited Partnership is filed with the Secretary of State of Florida and shall continue for Forty (40) years thereafter or until December 31, 2037, whichever is later, unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Limited Partnership. No Limited Partner shall have the right to dissolve or terminate the Limited Partnership except upon the affirmative vote of one hundred percent (100%) in interest of all Partners.

9. Profits. All annual net profits of the Limited Partnership may be distributed annually and shall be divided among the Partners in the same proportions as the Partners' then constituted partnership interest, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner is prohibited from selling, assigning, transferring, encumbering, or otherwise disposing of any interest in this Limited Partnership, its property, or its assets, without the written consent of all of the Partners, both General and Limited, and only after such Limited Partner gives to the Limited Partnership and other Partners an opportunity to purchase such interest, as explained in detail in the Limited Partnership Agreement. The assignee, purchaser, or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall not become a substituted limited partner unless all General and Limited Partners (except the assignor, seller, or transferor) consent thereto. The assignor, seller, or transferor of a Limited Partnership interest shall not have the right to make his or her assignee, purchaser, or transferee a substituted Limited Partner. Furthermore, such assignee, purchaser, or transferee shall not become a substituted Limited Partner unless and until all provisions of the Partnership Agreement are complied with and expressly agreed to.

11. Additional Limited Partners. The General Partners may admit additional limited partners with the consent of all the Partners.

12. Priority Among Limited Partners. No one Limited Partner has priority over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement insanity or legal incapacity of the last surviving or serving General Partner, the Limited Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes incompetent to adequately manage his or her affairs as determined by written affidavits signed and acknowledged by two licensed physicians, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Limited Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have initially contributed their interest in the property as set forth in Schedules "A" and/or "B" of the Partnership Agreement.

DATED: SEP. 16 1997

GENERAL PARTNER:

BY: [Signature]
ANNE BECKER, TRUSTEE, OF THE ANNE BECKER IRREVOCABLE MANAGEMENT TRUST, General Partner of the Ann Becker Real Estate Limited Partnership

FILED
97 OCT - PH 2: 27
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY: [Signature]
JOHN A. DAVIS, JR., TRUSTEE, OF THE ANNE BECKER IRREVOCABLE MANAGEMENT TRUST, General Partner of the Ann Becker Real Estate Limited Partnership

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned Notary, on this 16th day of SEPT 1997, 1997, personally appeared Anne Becker, Trustee, of the Anne Becker Irrevocable Management Trust, General Partner of the Ann Becker Real Estate Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that Anne Becker, Trustee, of the Anne Becker Irrevocable Management Trust, General Partner of the Ann Becker Real Estate Limited Partnership, executed the same for the purposes and consideration therein expressed, and in the capacities stated.

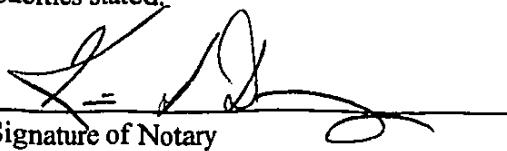
[Signature]
Signature of Notary
STEWART L. SHEFTEL
Notary Public, State of New York
No. 30-4777318
Qualified in Nassau County
Commission Expires March 30, 1998

Name of Notary Stamped with
Commission Number and Expiration Date

STATE OF FLORIDA

COUNTY OF ALACHUA

BEFORE ME, the undersigned Notary, on this 4th day of September, 1997, personally appeared John A. Davis, Jr., Trustee, of the Anne Becker Irrevocable Management Trust, General Partner of the Ann Becker Real Estate Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that John A. Davis, Jr., Trustee, of the Anne Becker Irrevocable Management Trust, General Partner of the Ann Becker Real Estate Limited Partnership, executed the same for the purposes and consideration therein expressed, and in the capacities stated.


Signature of Notary



KEVIN I DOWNEY
My Commission CC439079
Expires Feb 15, 1999
Bonded by HAI
800-422 1555

Kevin I. Downey
Name of Notary Stamped with
Commission Number and Expiration Date

FILED
97 OCT -1 PM 2: 27
TALLAHASSEE, FLORIDA

F:\WORD\BECKER\FRM103.WP2