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**CORPORATE
ACCESS,
INC.**

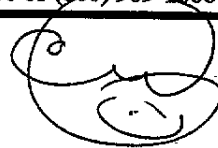
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Amend / Ltd.

1.) Sembler E.D.P. Partnership #13, Ltd.
(CORPORATE NAME & DOCUMENT #)

2.) _____
(CORPORATE NAME & DOCUMENT #)

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****105.00 ****105.00

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

Name Availability	
SPECIAL INSTRUCTIONS	
Examiner	
Updater	
Reporter/Verifier	DCC
Relinquishment	DCC
W. P. Verifier	DCC

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Assigning interest

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

Sembler EDP Partnership # 13, 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 October 6, 1998, adopts the following certificate of amendment to its certificate of limited partnership.

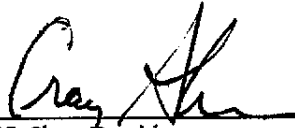
FIRST: Amendment(s): (indicate article number(s) being amended, added, or deleted)

1. To segregate economic interests in the SR52 Project from any other assets owned by the Partnership through the creation of two (2) separate classes of limited partnership interests.

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:



Craig H. Sher, President
Sembler Retail, Inc.

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

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TALLAHASSEE, FLORIDA

SEMBLER E.D.P. PARTNERSHIP #13, LTD.
AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

THIS AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP ("Amendment") is made and entered into effective as of the 1st day of September, 1998 by and among SEMBLER RETAIL, INC., a Florida corporation ("Sembler") (Sembler is sometimes hereinafter referred to as the "General Partner") and MELVIN F. SEMBLER, GREGORY S. SEMBLER, BRENT W. SEMBLER, CRAIG H. SHER, and DAVID E. MURPHY (the foregoing individuals are sometimes hereinafter referred to individually as "Limited Partner" and collectively as "Limited Partners").

WITNESSETH:

WHEREAS, the General Partner and Limited Partners have previously formed a Florida limited partnership known as "Sembler E.D.P. Partnership #13, Ltd." ("Partnership") under the provisions of the Florida Revised Uniform Limited Partnership Act (1986), have filed a Certificate of Limited Partnership legally creating the Partnership under Florida law, and have entered into that certain Agreement of Limited Partnership effective as of September 1, 1998 ("Agreement"); and

WHEREAS, the Partnership has acquired certain parcels of real property, including, but not limited to, the real property and improvements generally referred to as the "Eckerd at State Road 52 and Little Road" (the "SR52 Project"); and

WHEREAS, the Partners desire to segregate their economic interests in the SR52 Project from any other assets owned by the Partnership (such other assets being referred to herein as the "Remaining Projects") through the creation of two (2) separate classes of limited partnership interests, as more fully provided herein; and

WHEREAS, the parties hereto desire to amend the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties hereto, intending to be legally bound, do hereby amend the Agreement as follows:

1. Except as may be otherwise defined herein, all defined terms shall have the meaning(s) set forth in the Agreement.

Section 2. Article II is hereby amended by adding the following section thereto:

4. Classes of Limited Partnership Interest.

(a) Each Limited Partner shall have two (2) classes of Limited Partnership Interest, which shall be designated as "Class A Partnership Interest" and "Class B Partnership Interest." The Class A Partnership Interest shall consist of that Partner's proportionate interest in and to the Remaining Projects and the Class B Partnership Interest shall consist of that Partner's proportionate interest in and to the SR52 Project. Those Partners owning Class A Partnership Interests are sometimes referred to herein as the "Class A Limited Partners" and those Partners owning Class B Partnership Interests are sometimes referred to herein as the "Class B Limited Partners."

(b) Each of the Limited Partners shall have a Class A Percentage Interest and Class B Percentage Interest as specified on Schedule A attached hereto. A separate Capital Account shall be established and maintained for each Limited Partner with respect to each Class of Partnership Interest owned by such Partner.

(c) Any and all "Cash Flow" (as defined in Section 2(a) of Article III) shall be separately accounted for and allocated among the Remaining Projects and the SR52 Project. All Cash Flow relating to the Remaining Projects shall be distributed to the Limited Partners based upon their respective Class A Percentage Interests and all Cash Flow relating to the SR52 Project shall be distributed based upon their respective Class B Percentage Interests. All overhead of the Partnership not directly attributable to the operations of any of the Remaining Projects or the SR52 Project shall be apportioned among the Remaining Projects and the SR52 Project based upon the relative amount of Cash Flow attributable to each of the Remaining Projects and the SR52 Project during the relevant fiscal year.

(d) Net profits and losses of the Partnership attributable to the Remaining Projects shall be allocated to the Limited Partners based upon their relative Class A Percentage Interests and the net profits and losses of the Partnership attributable to the SR52 Project shall be allocated to the Limited Partners based upon their relative Class B Percentage Interests. Any expenses of the Partnership not otherwise allocable to a particular project shall be allocated among the Remaining Projects and the SR52 Project based upon the relative amount of Cash Flow from each of the Remaining Projects and the SR52 Project during the relevant fiscal year.

(e) Liquidating Distributions made pursuant to Section 8 of Article III and interim capital transactions pursuant to Section 9 of

Article III shall be distributed to the Partners pursuant to their Class A Percentage Interest if the transaction giving rise to the distribution relates to a Remaining Project or pursuant to their Class B Percentage Interest if the transaction giving rise to the distribution involves the SR52 Project.

(f) Each of the provisions of Article VI relating to transfers of interest shall be applied separately to Class A Partnership Interests and Class B Partnership Interests. A Limited Partner may transfer one (1) class of Partnership Interest independently of any other class of Partnership Interest.

(g) Any references to votes by "a majority in interest of the Partners" or similar language shall be based upon the votes of Class A Percentage Interest; provided, however, that any votes specifically related to the SR52 Project shall be made based upon the votes of Class B Percentage Interest.

3. As hereby changed and amended, the parties hereby ratify and confirm the Agreement. In the event of any inconsistencies between this Amendment and the Agreement, the provisions of this Amendment shall control.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the day and year first above written.

WITNESSES:

1. Marsha L. Lange
2. Vicki Marcink

1. Marsha L. Lange
2. Vicki Marcink

1. Marsha L. Lange
2. Vicki Marcink

1. Marsha L. Lange
2. Vicki Marcink

1. Marsha L. Lange
2. Vicki Marcink

1. Marsha L. Lange
2. Vicki Marcink

GENERAL PARTNER:

SEMBLER RETAIL, INC., a Florida corporation

By: Craig H. Fisher

LIMITED PARTNERS:

Melvin F. Sembler
MELVIN F. SEMBLER

Gregory S. Sembler
GREGORY S. SEMBLER

Brent W. Sembler
BRENT W. SEMBLER

Craig H. Fisher
CRAIG H. FISHER

David E. Murphy
DAVID E. MURPHY

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SCHEDULE A

SEMBLER E.D.P. PARTNERSHIP #13, LTD.

	<u>Class A Percentage Interest</u>	<u>Class B Percentage Interest</u>
LIMITED:		
Melvin F. Sembler	23.21%	6.54%
Gregory S. Sembler	23.21%	56.55%
Brent W. Sembler	23.21%	6.54%
Craig H. Sher	19.37%	19.37%
David E. Murphy	<u>10%</u>	<u>10%</u>
Totals	<u>99%</u>	<u>99%</u>