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236 East 6th Avenue Tallahassee, Florida 32301
P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 - Fax (850) 222-1666

WALK IN

PICK UP 9/24/99

(Signature)

☒ **CERTIFIED COPY**

CUS

PHOTO COPY

☒ **FILING** LP/Amend.

1.) TSCPR Family Partnership #3, 4d.
(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 #)

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DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

SPECIAL INSTRUCTIONS

Att 9/24/99

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99 SEP 24 PM 2:58
SECRETARY OF STATE
DIVISION OF CORPORATIONS

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

TSCPR Family Partnership #3, 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 January 16, 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) The Limited Partners desire to assign limited partnership interest to David E. Murphy and Jeffrey S. Fuqua and,

(2) Assignment of Limited Partnership Interest whereby Greg Sembler (Assignor) transfers a portion of his Limited Partnership Interests in the Partnership unto Assignees as follows:

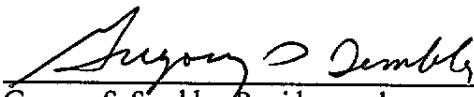
<u>Assignees</u>	<u>Partnership Interest Assigned</u>
Melvin S. Sembler	.7125%
Brent W. Sembler	.7125%
Craig W. Sher	2.7000%
Epifanio Fabregas	.1000%
David E. Murphy	9.000%
Jeffrey S. Fuqua	<u>2.000%</u>
Total Partnership Interest Assigned	15.2250%

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: TSCPR Florida, Inc.

by:


Gregory S. Sembler, President and
Registered Agent

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

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TSCPR FAMILY PARTNERSHIP #3, LTD.
AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

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THIS AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP ("Amendment") is made and entered into effective as of the 21ST day of SEPT. 1999 by and among TSCPR FLORIDA, INC., a Florida corporation ("TSCPR") (TSCPR is sometimes hereinafter referred to as the "General Partner") and MELVIN F. SEMBLER, GREGORY S. SEMBLER, BRENT W. SEMBLER, CRAIG H. SHER and EPIFANIO FABREGAS (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 "TSCPR Family Partnership #3, 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 the Florida law, and have entered into that certain Agreement of Limited Partnership effective as of January 9, 1998 ("Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement to account for the Assignment of Limited Partnership interest to David E. Murphy and Jeffrey S. Fuqua and their admission as Limited Partners of the Partnership.

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.
2. Exhibit "A" attached hereto shall be substituted as Exhibit "A" in the Agreement to reflect the Percentage Interests of the Partners.
3. As hereby changed and amended, the parties hereby ratify and confirm the Agreement. In the event of an inconsistencies between this Amendment and the Agreement the provisions of this Amendment shall control.

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

Signed, sealed and delivered
in the presence of:

GENERAL PARTNER:

TSCPR FLORIDA, INC., a Florida
corporation

By: Gregory S. Sembler
Gregory S. Sembler, President

LIMITED PARTNERS:

Gregory S. Sembler
GREGORY S. SEMBLER

Brent W. Sembler
BRENT W. SEMBLER

Craig H. Sher
CRAIG H. SHER

Jeffrey S. Fuqua
JEFFREY S. FUQUA

David E. Murphy
DAVID E. MURPHY

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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.

Signed, sealed and delivered
in the presence of:

GENERAL PARTNER:

TSCPR FLORIDA, INC., a Florida
corporation

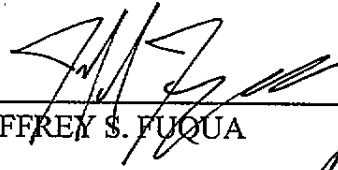
By: _____
Gregory S. Sembler, President

LIMITED PARTNERS:

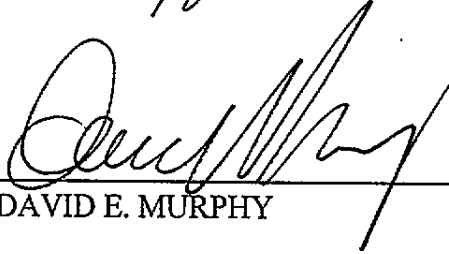
GREGORY S. SEMBLER

BRENT W. SEMBLER

CRAIG H. SHER

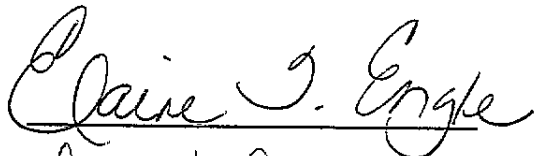
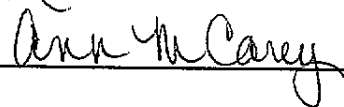


JEFFREY S. FUQUA



DAVID E. MURPHY

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Melvin F. Semblor
MELVIN F. SEMBLER

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EPIFANIO FABREGAS

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**AMENDED
EXHIBIT "A"**

TSCPR FAMILY PARTNERSHIP #3, LTD.

GENERAL PARTNER:	Percentage Interests
TSCPR FLORIDA, INC.	1.0000%
LIMITED PARTNERS:	
Melvin F. Sembler	18.0375%
Brent W. Sembler	18.0375%
Gregory S, Sembler	24.3750%
Craig H. Sher	17.5500%
Jeffrey S. Fuqua	2.0000%
David E. Murphy	9.0000%
Epifanio Fabregas	<u>10.0000%</u>
TOTAL	<u>100.0000%</u>

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

THIS ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST ("Assignment"), is made effective this 21ST day of SEPT., 1999, by and between GREGORY S. SEMBLER (hereinafter the "Assignor") and MELVIN F. SEMBLER, BRENT W. SEMBLER, CRAIG H. SHER, EPIFANIO FABREGAS, DAVID E. MURPHY and JEFFREY S. FUQUA (collectively the "Assignees").

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W I N E S S E T H:

WHEREAS, the Assignor is the owner of Limited Partnership Interests in TSCPR Family Partnership #3, Ltd., a Florida limited partnership ("Partnership"); and

WHEREAS, Assignor desires to transfer a portion of his Limited Partnership Interests ("Partnership Interests") in the Partnership unto Assignees as follows:

<u>Assignees</u>	<u>Partnership Interest Assigned</u>
Melvin F. Sembler	.7125%
Brent W. Sembler	.7125%
Craig H. Sher	2.7000%
Epifanio Fabregas	.1000%
David E. Murphy	9.0000%
Jeffrey S. Fuqua	<u>2.0000%</u>
Total Partnership Interest Assigned	15.2250%

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign, transfer and convey unto the Assignees their successors and assigns, all of the Assignor's right, title, and interest in the Partnership Interests. The Assignor represents that the Partnership Interests being assigned hereunder have not been assigned or encumbered by the Assignor. In consideration of the foregoing and in order to effectively enable the Assignees their successors, and assigns to receive and recover and obtain the benefit of the premises hereby assigned, the Assignor does hereby agree to execute, acknowledge, and deliver and cause to be done, executed, and delivered all such further acts, assignments, transfers, and assurances as shall reasonably be requested of him in order to carry out this Assignment and give effect hereto, it being the intent of the Assignor to transfer the Partnership Interests to the Assignees.

The Assignor hereby agrees that he shall be responsible for all taxes on his pro rata share of profits and losses or other income to and through the effective date hereof with respect to the Partnership Interests, as well as such other taxes on profits, losses, and income as may be assessed against him by any governmental agency with respect to the conveyance of the Partnership Interest as provided herein.

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From and after the date of this Assignment, Assignees shall assume all of the obligations of the Assignor under any of the items being assigned hereunder to the extent of the Partnership Interests transferred hereunder. By its acceptance of this Assignment, Assignees hereby agree to be bound by the terms and conditions of the Partnership's Agreement of Limited Partnership dated January 9, 1998, as amended, the receipt of which the Assignees hereby acknowledge.

IN WITNESS WHEREOF, the Assignor and Assignees have executed this Assignment effective as of the date and year first above written.

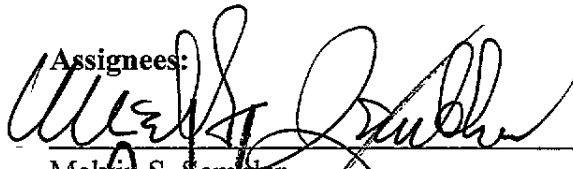
WITNESSES:

Assignor:

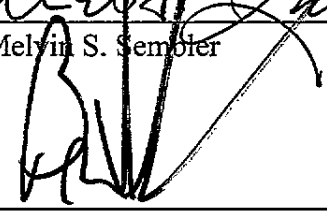


Gregory S. Sembler

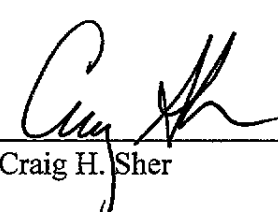
Assignees:



Melvin S. Sembler



Brent W. Sembler



Craig H. Sher

David E. Murphy

Jeffrey S. Fuqua

From and after the date of this Assignment, Assignees shall assume all of the obligations of the Assignor under any of the items being assigned hereunder to the extent of the Partnership Interests transferred hereunder. By its acceptance of this Assignment, Assignees hereby agree to be bound by the terms and conditions of the Partnership's Agreement of Limited Partnership dated January 9, 1998, as amended, the receipt of which the Assignees hereby acknowledge.

IN WITNESS WHEREOF, the Assignor and Assignees have executed this Assignment effective as of the date and year first above written.

WITNESSES:

Assignor:

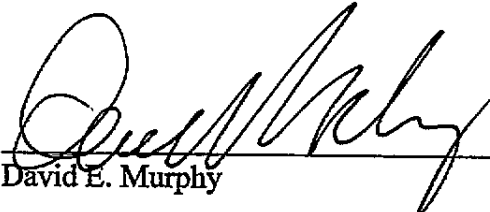
Gregory S. Sembler

Assignees:

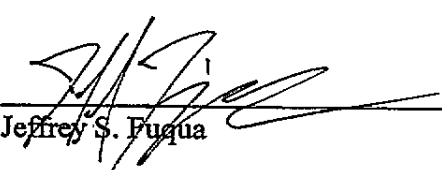
Melvin S. Sembler

Brent W. Sembler

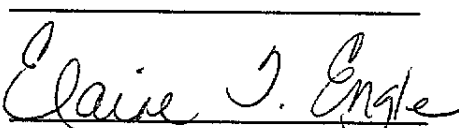
Craig H. Sher

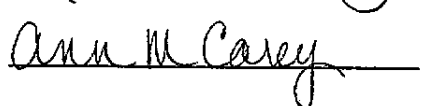


David E. Murphy



Jeffrey S. Fuqua





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Epifanio Fabregas

JOINDER

The undersigned, as the sole General Partner of the TSCPR Family Partnership #3, Ltd., a Florida limited partnership, hereby consents to the admission of the Assignees as substitute Limited Partners under the terms and conditions of the Partnership's Agreement of Limited Partnership dated January 9, 1998, as amended.

WITNESSES:

TSCPR FLORIDA, INC., a Florida corporation

By: Gregory S. Sembler

Gregory S. Sembler
President

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Epifanio Fabregas

JOINDER

The undersigned, as the sole General Partner of the TSCPR Family Partnership #3, Ltd., a Florida limited partnership, hereby consents to the admission of the Assignees as substitute Limited Partners under the terms and conditions of the Partnership's Agreement of Limited Partnership dated January 9, 1998, as amended.

WITNESSES:

TSCPR FLORIDA, INC., a Florida corporation

By: _____

Gregory S. Sembler
President