

CAPITAL CONNECTION, INC.

417 E. Virginia Street Suite 100
(850) 224-8870

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Mirando Family Partnership, Ltd.

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Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

Merger File

✓ Art. of Amend. File *Photo*

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

Cert. Copy

✓ Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

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Signature

Requested by:

Name

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Date

Will Pick Up

Time

AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT
FOR MIRANDO FAMILY PARTNERSHIP, LTD.

THIS AMENDMENT is made and entered into the 29th day of August, 2000, by and between **MICHAEL A. MIRANDO**, who is sometimes referred to herein as the "Assignor", **SHARON A. SMIGEL-MIRANDO**, who is sometimes referred to as the "Assignee", and **ANGELO M. MIRANDO** and **ANTHONY M. MIRANDO**, as the Limited Partners, for the purpose of amending that certain Limited Partnership Agreement for Mirando Family Partnership Ltd., dated February 17, 2000 (the "Partnership Agreement"), as described below.

W I T N E S S E T H :

WHEREAS, the Assignor and the Assignee formed **MIRANDO FAMILY PARTNERSHIP, LTD.** (the "Partnership") pursuant to the Partnership Agreement and that certain Certificate of Limited Partnership filed with the Florida Secretary of State on February 17, 2000; and

WHEREAS, the Assignor owns a one percent (1%) general partnership interest (the "Partnership Interest") in the Partnership; and

WHEREAS, the Assignee also owns a one percent (1%) general partnership interest in the Partnership; and

WHEREAS, the Assignor desires to withdraw as a General Partner of the Partnership by assigning his Partnership Interest to the Assignee in consideration for Three Thousand Dollars (\$3,000.00); and

WHEREAS, the parties desire to amend the Partnership Agreement in order to set forth their agreement that the Assignor will no longer be a general partner in the Partnership and that the

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Assignee shall be the sole general partner of the Partnership following Assignor's assignment; and

WHEREAS, the parties agree that following the Assignor's assignment of his Partnership Interest, the Partnership shall continue its business in accordance with the terms and conditions of the Partnership Agreement as amended hereunder with the Assignee continuing as the sole general partner as provided for and in accordance with the terms of the Partnership Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and accuracy of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment. Article 6 and Schedule A of the Partnership Agreement are hereby amended to delete MICHAEL A. MIRANDO as a General Partner of the Partnership and to provide that SHARON A. SMIGEL-MIRANDO shall continue as the sole General Partner of the Partnership.

2. Continuation of Partnership Business. Notwithstanding the Assignor's assignment of his Partnership Interest in the manner herein provided, the parties hereto intend to continue among themselves the Partnership business pursuant to the terms of the Partnership Agreement which will control and determine the relationship between the partners.

3. Further Assurances. The parties agree to cause this Amendment to the Certificate of Limited Partnership to be filed with the Florida Secretary of State in order to reflect that the

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Assignee shall be the sole general partner of the Partnership as of the date hereof.

4. Recertification. Except for this Amendment, the Partnership Agreement shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Executed and delivered in the presence of:

Name: Samuel Salvaggio - Ringdahl
Name: SAMUEL SALVAGGIO - RINGDAHL

Name: Sharon A. Smigel - Mirando
Name: SHARON A. SMIGEL - MIRANDO

Name: Angelo M. Mirando
Name: ANGELO M. MIRANDO

Name: Anthony M. Mirando
Name: ANTHONY M. MIRANDO

Michael A. Mirando

"Assignor"

Sharon A. Smigel-Mirando

"Assignee"

Angelo M. Mirando

Anthony M. Mirando

"Limited Partners"

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