

A09280

LAW OFFICES
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April 12, 2001

Division of Corporations
Secretary of State - State of Florida
409 E. Gaines Street
Tallahassee, FL 32399

200004012082--4
-04/17/01--01017--006
****105.00 ****105.00

Re: PC-80, LTD, a Florida Limited Partnership

Gentlemen:

Enclosed is an Amendment to Limited Partnership Agreement of PC-80, Ltd., along with our check in the amount of \$105.00, which represents \$52.50 Filing Fee and \$52.50 for a certified copy thereof.

A return envelope is enclosed for your use in returning this certified copy to us. Thank you.

Sincerely yours,



William Gundlach

WG:el

Enclosure: As stated

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STATE OF FLORIDA
TALLAHASSEE

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AMENDMENT TO
LIMITED PARTNERSHIP AGREEMENT
OF
PC-80, LTD.

The undersigned, consisting of all limited and general partners of PC-80, LTD., a Florida limited partnership, pursuant to Chapter 620, Florida Statutes, do hereby amend the Limited Partnership Agreement of PC-80, LTD., previously filed with the Secretary of State, and all amendments thereto, as follows:

RECITALS

The Limited Partnership Agreement of PC-80, LTD., was executed and filed with the Secretary of the State of Florida in April of 1980. Thereafter, in December 1980, January 1981, and October 1984, the Limited Partnership Agreement was amended by proper filings of said amendments with the Secretary of the State of Florida. The limited and general partners of said Limited Partnership have changed from time to time by agreement and assignments of interests among the partners. It is the intent of this amendment to substitute the declarations hereinafter set forth for any and all portions of the original Limited Partnership Agreement as filed and all amendments thereto, and all portions of this Amendment where in conflict with any of the previous amendments or the original Limited Partnership Agreement, shall govern. All matters in the original Limited Partnership Agreement and all amendments thereto not addressed by this Amendment shall remain in full force and effect.

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TALLAHASSEE, FLORIDA

1. **Location of Principal Place of Business.**

The principal place of business of the Limited Partnership shall be at 5481 N. State Road 7, Tamarac, FL 33319, or at such other place or places as the Limited Partnership shall, from time to time, designate.

2. **Partners**

The name and place of residence of each general and limited partner is as follows:

a. **Limited Partners**

Roberto Granados	5481 N. State Road 7 Tamarac, FL 33319
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Carlos Granados	5481 N. State Road 7 Tamarac, FL 33319
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Felix Granados, Jr.	5481 N. State Road 7 Tamarac, FL 33319
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b. **General Partner**

Roberto Granados	5481 N. State Road 7 Tamarac, FL 33319
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3. **Cash Contributions**

Each partner, both limited and general, has contributed the sum of money set forth opposite his name, as follows:

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TAMARAC, FL 33319

<u>NAME</u>	<u>CASH CONTRIBUTION</u>
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Carlos Granados	\$1,666.67
Felix Granados, Jr.	\$1,666.66
Roberto Granados	\$6,666.68

Additional contributions may be made by limited and general partners at any time, from time to time, upon unanimous consent. Contributions shall be returned only at the termination of the Partnership.

4. **Profit and Loss**

The net profits of the partnership shall be divided among the partners and the net losses shall be borne by them in the proportions set forth opposite their respective names:

<u>Name</u>	<u>Partnership Type</u>	<u>Percentage</u>
Roberto Granados	Limited Partner	26 $\frac{2}{3}$ %
Carlos Granados	Limited Partner	16 $\frac{2}{3}$ %
Felix Granados, Jr.	Limited Partner	16 $\frac{2}{3}$ %
Roberto Granados	General Partner	40%

The liability of any partner who is solely a limited partner for the losses of the partnership shall in no event exceed in aggregate, the amount of his contributions to the capital of the

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partnership.

5. **Transfer of Partnership Interest**

Paragraphs 10a and 10b as the same now exist in the Limited Partnership Agreement and in the First Amendment dated December 22, 1980, are hereby deleted in their entirety and a new Paragraph 10 dealing with transfer of partnership interest is substituted therefor as follows:

“10. **Transfer of Partnership Interest**

No limited or general partner shall sell, transfer, assign or otherwise dispose of his interest in this Limited Partnership without the written consent of all of the limited and general partners and any such attempt shall be void. In the event of the death of a general or a limited partner, this partnership shall, in absence of an agreement to the contrary among the partners, be dissolved and the assets shall be divided among the partners as their percentage interest for profit and loss shall then exist and all partners shall become tenants in common of all of the Limited Partnership's assets.”

In all other respects, the Limited Partnership Agreement as originally filed with the Secretary of the State of Florida, together with all amendments thereto presently existing, shall


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JUDICIAL CIRCUIT IN AND FOR
THE SEVENTH JUDICIAL CIRCUIT
IN FLORIDA

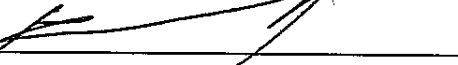
remain in full force and effect, unmodified, unaltered, and unamended.

IN WITNESS WHEREOF, the undersigned limited and general partners have executed
this Amendment this 26 day of March, 2001.


ROBERTO GRANADOS, General Partner


ROBERTO GRANADOS, Limited Partner

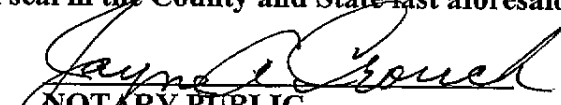


CARLOS GRANADOS, Limited Partner


FELIX GRANADOS, JR., Limited Partner

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take
acknowledgments, personally appeared ROBERTO GRANADOS, a Limited and a General
Partner, personally known to me to be the person described in and who executed the
foregoing instrument and acknowledged before me that he executed the same for the
purposes therein expressed.

26 WITNESS my hand and official seal in the County and State last aforesaid this
day of March, 2001


NOTARY PUBLIC
My Commission Expires
 JAYNE A. CROUCH
COMMISSION # CC747890
EXPIRES AUG 09, 2002
BONDED THROUGH
ADVANTAGE NOTARY OF FLORIDA


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STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CARLOS GRANADOS, a Limited Partner, personally known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

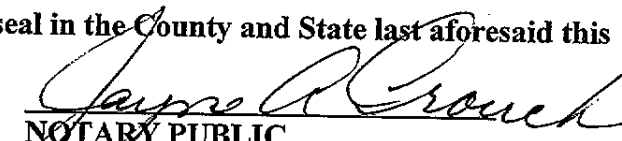
WITNESS my hand and official seal in the County and State last aforesaid this 26 day of March, 2001


NOTARY PUBLIC
My Commission Expires
JAYNE A. CROUCH
COMMISSION # CC164000
EXPIRES AUG 09 2002
BONDED THROUGH
ADVANTAGE NOTARY OF FLORIDA

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared FELIX GRANADOS, JR., a Limited Partner, personally known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of March, 2001


NOTARY PUBLIC
My Commission Expires
JAYNE A. CROUCH
COMMISSION # 66747890
EXPIRES AUG 09, 2002
BONDED THROUGH
ADVANTAGE NOTARY OF FLORIDA

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