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Tallahassee, Florida 32301

City State Zip Phone
904-222-1092

CORPORATION(S) NAME

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TRIS Limited Partnership

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☐ Limited Liability Company
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☒ Amendment

☐ Merger

☐ Dissolution/Withdrawal

☐ Mark

- ☒ Limited Partnership
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☐ Change of R.A.
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Jeff Netherton

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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

IRIS Limited Partnership

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(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 Department of State on July 14, 1999, adopts the following certificate of amendment to its certificate of limited partnership:

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

Charles J. Givens, Jr., deceased, being a general partner of Iris Limited Partnership and his interest in the partnership (now held by Adena Givens, as Personal Representative of the Estate of Charles J. Givens, Jr.) shall be that of a limited partner pursuant to Article 12.2 (c) and 12.3(a) of the Partnership Agreement (page 11 of the Partnership Agreement dated December 31, 1992.

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:


Charles J. Givens, III

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

SECTION 12:

WITHDRAWAL OF A GENERAL PARTNER AND ELECTION OF A
NEW GENERAL PARTNER

12.1 Restrictions on Transfer: No General Partner shall sell, assign, transfer or otherwise dispose of or pledge, hypothecate, create a security interest in or otherwise encumber all or any part of his, her or its interests as a General Partner, nor enter into any agreement as a result of which any person shall have a partnership interest with any General Partner in the Partnership, without the prior written consent of seventy-five percent (75%) of the interest of the Limited Partners in the Partnership.

12.2 Withdrawal of a General Partner: A General Partner shall cease to be a General Partner of the Partnership upon the occurrence of any of the following events:

(a) Notice: The delivery to the Partnership by such General Partner of written notice of his withdrawal from the Partnership, which shall not be deemed to be a breach of this Agreement.

(b) Removal: The removal of such General Partner pursuant to this Agreement.

(c) Death: The death of such General Partner.

(d) Incompetency: The entry by a court of competent jurisdiction of an order adjudicating such General Partner incompetent to manage such General Partner's person or estate.

(e) Sale without consent: The General Partner sells, assigns, transfers or otherwise disposes of any part of his, her or its interest in the Partnership without the prior written consent of seventy-five percent (75%) of the interest of the Limited Partners in the Partnership.

12.3 Rights of a General Partner After Withdrawal: If a General Partner shall cease to be a General Partner, such General Partner shall:

(a) Limited Partner: Retain the same interests in his, her or its capital account, profits, losses and distributions, but such interest shall be that of a Limited Partner.

(b) Liability Ceases: Not be personally liable for Partnership debts incurred after such General Partner ceases to be a General Partner.

(c) Vote: Be entitled to vote as a Limited Partner.