

**CORPORATE
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INC.**

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Amendment

1.) Sembler Family Partnership #9, Ltd.
(CORPORATE NAME & DOCUMENT #)

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
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5.) _____
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9.) _____
(CORPORATE NAME & DOCUMENT #)

10.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

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**SECOND AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP
FOR SEMBLER FAMILY PARTNERSHIP #9, LTD.**

THIS AGREEMENT, executed as of the 6th day of May, 1997, by and among SEMBLER CENTERS, INC. ("General Partner"), a Florida corporation, MELVIN F. SEMBLER, BRENT W. SEMBLER, GREGORY S. SEMBLER, CRAIG SHER, DENNIS M. SHEEHAN, JEFFREY S. FUQUA, and the TAMPA ORLANDO PINELLAS JEWISH FOUNDATION, INC., a Florida corporation (collectively, "Limited Partners").

WITNESSETH:

WHEREAS, the original partners of SEMBLER FAMILY PARTNERSHIP #9, LTD. (the "Partnership") have executed that certain Agreement of Limited Partnership dated September 7, 1993 ("Partnership Agreement");

WHEREAS, the Partnership Agreement was amended by a separate written amendment executed by the partners of the Partnership on January 11, 1994;

WHEREAS, certain of the Limited Partners assigned portions of their interests in the Partnership to TAMPA ORLANDO PINELLAS JEWISH FOUNDATION, INC. ("TOPJF") on or about May 6, 1997 and thereby admitting TOPJF as an additional limited partner of the Partnership;

WHEREAS, the partners of the Partnership desire to further amend the Partnership Agreement to acknowledge the admission of TOPJF as a Limited Partner and to set forth the agreement for the allocation of income, loss and cash flow; and

WHEREAS, the partners of the Partnership desire to reduce to writing the amendments to the Partnership Agreement.

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Amendments.

(a) Section I (4) is amended by adding TAMPA ORLANDO PINELLAS JEWISH FOUNDATION, INC. ("TOPJF") as a Limited Partner.

(b) The following Sentence is added to the end of Section IV:

"Notwithstanding the foregoing provisions of this paragraph, TOPJF shall be liable for the repayment of debts, liabilities and obligations of the Partnership only to the extent of its contributions to its capital account, including undistributed profits, and not in excess thereof."

(c) Exhibit "A" is amended by adding at the end of this exhibit:

"Upon acceptance of TAMPA ORLANDO PINELLAS JEWISH FOUNDATION, INC., the partnership interests are as follows:"

<u>Partner</u>	<u>Percentage</u>
Sembler Centers, Inc.	1.000%
Melvin F. Sembler	9.460%
Brent W. Sembler	15.730%
Gregory S. Sembler	23.700%
Craig Sher	8.775%
Dennis M. Sheehan	7.000%
Jeffrey S. Fuqua	3.000%
Tampa Orlando Pinellas Jewish Foundation, Inc.	<u>31.335%</u>
	<u>100.000%</u>

(d) Section III (3) is amended to read as follows:

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"Distribution of Cash Flow. Upon acceptance of TOPJF as a limited partner, cash flow shall be distributable among the Partners in accordance with the percentages in Exhibit "A".

(e) Section III (4) is amended to read as follows:

"Allocation of Net Profit and Losses. Upon acceptance of TOPJF as a limited partner, Net Profits and Losses shall be allocated among the Partners in accordance with the percentages in Exhibit "A".

3. Effective Date. The effective date of the amendments set forth herein to the Partnership Agreement shall be May 6, 1997.

4. Partnership Agreement. Except as amended hereby, all other provisions of the Partnership Agreement remain in full force and effect.

5. Miscellaneous.

(a) This Agreement shall be construed in accordance with the laws of the state of Florida.

(b) This Agreement, together with the Partnership Agreement, contains the entire understanding of the parties and no modification hereof shall be valid unless in writing and signed by the parties.

(c) This Agreement shall be binding upon and inure to the benefit of, the parties and their respective heirs, successors and assigns.

(d) The invalidity or unenforceability of any provision hereof shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(e) No waiver of any breach hereof shall constitute a waiver of any subsequent breach hereof.

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IN WITNESS WHEREOF, the undersigned have executed this agreement as of the day and year first above written.

SEMBLER CENTERS, INC.

By: Craig Sher

President

Attest: Brent W. Sembler

Secretary

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WITNESSES:

Deanna L. Lazzari
Maureen M. Lazzari
Deanna L. Lazzari
Helen M. Camp
Deanna L. Lazzari
Helen M. Camp
Deanna L. Lazzari
Helen M. Camp
Deanna L. Lazzari
Amy Goldstone

Melvin F. Sembler
Melvin F. Sembler

Brent W. Sembler
Brent W. Sembler

Gregory S. Sembler
Gregory S. Sembler

Craig Sher
Craig Sher

Dennis M. Sheehan
Dennis M. Sheehan

Jeffrey S. Fuqua
Jeffrey S. Fuqua

TAMPA ORLANDO PINELLAS
JEWISH FOUNDATION, INC.

By: Bruce Shant

President

Attest: Assistant Secretary

Assistant Secretary

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on this 10th day of May, 1997, by Melvin F. Sembler who is personally known to me and did not take an oath.

Marsha L. Lamp
Signature of Notary Public

MARSHA L. LAMP
(Print, type, or stamp Commissioned name of Notary Public)

Date of Expiration and Number of Commission:
STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on this 6th day of May, 1997, by Burt V. Sembler who is personally known to me and did not take an oath.

Marsha L. Lamp
Signature of Notary Public

MARSHA L. LAMP
(Print, type, or stamp Commissioned name of Notary Public)

Date of Expiration and Number of Commission:

STATE OF FLORIDA)

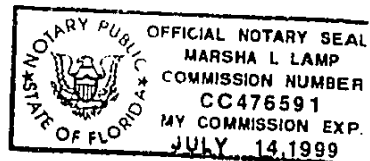
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on this 6th day of May, 1997, by Gregory S. Sembler who is personally known to me and did not take an oath.

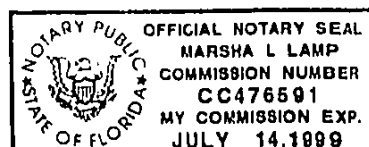
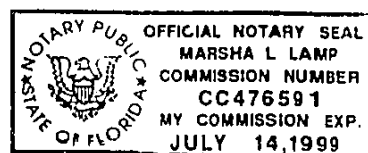
Marsha L. Lamp
Signature of Notary Public

MARSHA L. LAMP
(Print, type, or stamp Commissioned name of Notary Public)

Date of Expiration and Number of Commission:



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DIVISION OF
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Miss. Lawton
May 18

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on this 6th day of May; 1997, by Graig H. Sher * who is personally known to me and did not take an oath. *Individually and as President of Sembler Centers, Inc. a Florida corporation

Marsha L. Lamp
Signature of Notary Public

MARSHA L. LAMP

(Print, type, or stamp Commissioned name of Notary Public)

Date of Expiration and Number of Commission:
STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on this 9th day of May; 1997, by Dennis M. Sheehan who is personally known to me and did not take an oath.

Teresa A. Smith
Signature of Notary Public



(Print, type, or stamp Commissioned name of Notary Public)

Date of Expiration and Number of Commission:

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on this 12th day of May; 1997, by Brent Sembler as Secretary who is personally known to me and did not take an oath. of Sembler Centers, Inc., a Florida Corporation,

Marsha L. Lamp
Signature of Notary Public

MARSHA L. LAMP

(Print, type, or stamp Commissioned name of Notary Public)

Date of Expiration and Number of Commission:



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STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on this _____ day of _____; 1997, by _____ who is personally known to me and did not take an oath.

Signature of Notary Public

(Print, type, or stamp Commissioned name of Notary Public)

Date of Expiration and Number of Commission:

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me on this _____ day of _____; 1997, by _____ who is personally known to me and did not take an oath.

Signature of Notary Public

(Print, type, or stamp Commissioned name of Notary Public)

Date of Expiration and Number of Commission:

STATE OF GEORGIA)

COUNTY OF COBB)

The foregoing instrument was acknowledged before me on this 9th day of May; 1997, by Jeffrey S. Fugate who is personally known to me and did not take an oath.

Clair J. Engle

Signature of Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires October 6, 1998

(Print, type, or stamp Commissioned name of Notary Public)

Date of Expiration and Number of Commission:

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DIVISION OF CORPORATIONS
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STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 12th day of May, 1997 by Bruce Shanker as Assistant Secretary of Tampa Orlando Pinellas Jewish Foundation, Inc., a Florida Corporation not for profit, on behalf of the corporation. Said individual:

a. is personally known to me

OR

b. has produced _____
(type of identification) as identification

AND

a. did take an oath;

OR

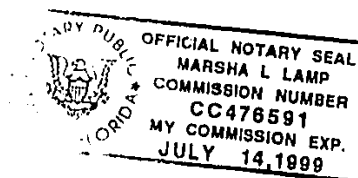
b. did not take an oath

Marsha L. Lamp
Signature of Notary Public

MARSHA L. LAMP

(Print, type, or stamp Commissioned
name of Notary Public)

Date of Expiration and Commission:



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