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**CORPORATE
ACCESS,
INC.**

236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 Fax (850) 222-1666

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Ltd.

1.) TSCPR E.D.P. Partnership #1, Ltd.
(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 #)

Name	
Availability	
SPECIAL INSTRUCTIONS	
Examiner	
Updater	
Updater Verifier	DCC
Acknowledgement	DCC
W. P. Verifier	DCC

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Assigning interest

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8 pages

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

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TALLAHASSEE, FLORIDA

TSCPR E.D.P. Partnership #1, 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 July 24, 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)

Assignment of Limited Partnership Interest whereby Mel Sembler, Greg Sembler, Brent Sembler, and Craig Sher assign a cumulative 2 percent limited partnership interest to Jeffrey S. Fuqua.

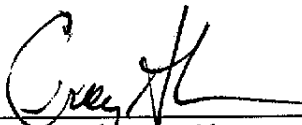
Amendment to Agreement of Limited Partnership which amends Exhibit A to reflect Jeffrey S. Fuqua as a partner and shows the new limited partner percentage interests.

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:

by:



Craig H. Sher, President
Sembler Retail, Inc.

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

TSCPR E.D.P. PARTNERSHIP #1, LTD.
AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

99 AUG -14 PM 2:30
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CLERK OF DISTRICT COURT
TAMPA FLORIDA

THIS AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP ("Amendment") is made and entered into effective as of the 1st day of January, 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, EPIFANIO FABREGAS, DAVID E. MURPHY, and JEFFREY S. FUQUA (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 E.D.P. Partnership #1, 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 Florida law, and have entered into that certain Agreement of Limited Partnership effective as of July 14, 1998 ("Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement to account for the Assignment of Limited Partnership interests to Jeffrey S. Fuqua and his admission as a Limited Partner 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 any 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:

Marshe L. Lamp
Vicki-L. Marcink

Marshe L. Lamp
Vicki-L. Marcink

Marshe L. Lamp
Vicki-L. Marcink

Marshe L. Lamp
Vicki-L. Marcink

Elaine J. Engle
Vicki-L. Marcink

Marshe L. Lamp
Vicki-L. Marcink

Alfonse
Vicki-L. Marcink

GENERAL PARTNER:

SEMBLER RETAIL, INC., a Florida
corporation

By:

Name: CRAIG H. SHER

LIMITED PARTNERS:

GREGORY S. SEMBLER

BRENT W. SEMBLER

CRAIG H. SHER

JEFFREY S. FUQUA

DAVID E. MURPHY

EPIFANIO FABREGAS

**AMENDED
EXHIBIT "A"**

TSCPR E.D.P. PARTNERSHIP #1, LTD.

	Percentage Interests
GENERAL PARTNER:	
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 %
EPIFANO 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 1st day of January 1999, by and between MELVIN F. SEMBLER, BRENT W. SEMBLER, GREGORY S. SEMBLER, and CRAIG H. SHER (collectively the "Assignors") and JEFFREY S. FUQUA ("Assignee").

WITNESSETH:

WHEREAS, the Assignors are owners of Limited Partnership Interests in TSCPR E.D.P. Partnership #1, Ltd., a Florida limited partnership ("Partnership"); and;

WHEREAS, Assignors desire to transfer a portion of their Limited Partnership Interests ("Partnership Interests") in the Partnership unto Assignee as follows:

Assignors	Partnership Interest Assigned
Melvin F. Sembler	.4625%
Gregory S. Sembler	.6250%
Brent W. Sembler	.4625%
Craig H. Sher	<u>.4500%</u>
Total Partnership Interest Assigned	2.0000 %

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 Assignors do hereby grant, bargain, sell, assign, transfer and convey unto the Assignee, its successors and assigns, all of the Assignors' right, title, and interest in the Partnership Interests. The Assignors represent that the Partnership Interests being assigned hereunder have not been assigned or encumbered by the Assignors. In consideration of the foregoing and in order to effectively enable the Assignee, its successors, and assigns to receive and recover and obtain the benefit of the premises hereby assigned, the Assignors do 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 them in order to carry out this Assignment and give effect hereto, it being the intent of the Assignors to transfer the Partnership Interests to the Assignee.

The Assignors hereby agree that they shall be responsible for all taxes on the their 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 them by any governmental agency with respect to the conveyance of the Partnership Interest as provided herein.

From and after the date of this Assignment, the Assignee shall assume all of the obligations of the Assignors under any of the items being assigned hereunder to the extent of the Partnership Interests transferred hereunder. By its acceptance of this Assignment, Assignee hereby agrees to be bound by the terms and conditions of the Partnership's Agreement of Limited Partnership dated July 14, 1998, as amended, the receipt of which the Assignee hereby acknowledges.

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

WITNESSES:

Vicki L. Marsenk
Marsha L. Lamp
Vicki L. Marsenk
Marsha L. Lamp
Vicki L. Marsenk
Marsha L. Lamp
Vicki L. Marsenk
Marsha L. Lamp

Vicki L. Marsenk
Marsha L. Lamp

ASSIGNORS:

Melvin F. Sembler
Brent W. Sembler

Gregory S. Sembler

Craig H. Sher

ASSIGNEE:

Jeffrey S. Fuqua

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TALLAHASSEE, FLORIDA

JOINDER

The undersigned, as the sole General Partner of the TSCPR E.D.P. PARTNERSHIP #1, LTD., a Florida limited partnership, hereby consents to the admission of the Assignee as a substitute Limited Partner under the terms and conditions of the Partnership's Agreement of Limited Partnership dated July 14, 1998, as amended.

TSCPR FLORIDA, INC.,
a Florida corporation

WITNESSES:

Thick L. Martin
Marsha L. Samp

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