

A95000000527



J B MANAGEMENT, INC.  
300 South Duncan Avenue, Suite 300  
Clearwater, Florida 34615  
813/461-7700

500001444508  
-03/31/95--01017--001  
\*\*\*\*\*96.25 \*\*\*\*\*96.25

March 28, 1995

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

Ladies and Gentlemen:

Enclosed you will find a check in the amount of \$96.25 for the following:

Capital Contributions	\$52.50
Registered Agent	\$35.00
Certificate of Status	\$ 8.75

We have also enclosed a Certificate of Limited Partnership and Affidavit of Capital Contributions for the Barrett Family Partnership IV, Ltd.

If there is anything further you require, please call me at 1-800-305-6373.

Thank you for your kind cooperation in this matter.

Sincerely,

J B MANAGEMENT, INC.	
4/3/95	4/3/95
<i>Joseph T. Lettelley</i>	
Joseph T. Lettelley	
President	
CRN	
Enclosures	

FILED  
1995 MAR 30 PM 10:45

TC  
\$100.00

A95000000527

CERTIFICATE OF LIMITED PARTNERSHIP

FOR

BARRETT FAMILY PARTNERSHIP IV, LTD.

The undersigned general partners ("General Partners"), desiring to form a limited partnership (the "Partnership") pursuant to the Florida Revised Uniform Limited Partnership act as set forth in Chapter 620, Part 1, Florida Statutes, hereby states the following:

1. Name of Partnership. The name of the Partnership shall be BARRETT FAMILY PARTNERSHIP IV, LTD.

2. Partnership Office/Agent.

(a) The address of the office of the Partnership and the registered office of the Partnership are 300 South Duncan Avenue, Clearwater, Florida 34615.

(b) The registered agent of the partnership for service of process is Joseph T. Lettelleir.

3. Name and Business Address of General Partner. The name and business address of the General Partners are as follows:

John P. Barrett, Jr., Trustee  
John P. Barrett, Jr. Living Trust  
c/o J B Management, Inc.  
300 S. Duncan Ave., Suite 300  
Clearwater, FL 34615

4. Partnership Mailing address. The mailing address of the Partnership is c/o J B Management, Inc., 300 South Duncan Avenue, Suite 300, Clearwater, Florida 34615.

5. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2030.

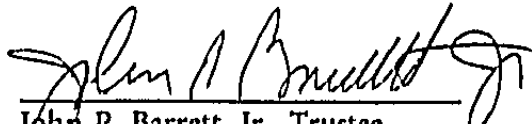
6. Effective Date. The effective date of this Certificate of Limited Partnership is the date of filing hereof.

7. Partnership Assets. A conveyance or encumbrance of assets held in the Partnership name, and any other instrument affecting title or ownership to assets in

which the Partnership has an interest, shall be executed in the Partnership name by the General Partners.

The execution of the Certificate by the undersigned general Partners constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed by the General Partners of Barrett Family Partnership IV, Ltd., a Florida limited partnership, this 1st day of March, 1995.

  
John P. Barrett, Jr., Trustee  
John P. Barrett, Jr. Living Trust

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1995 MAR 30 11:04

**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT**

Having been named as registered agent of Barrett Family Partnership IV, Ltd., a Florida limited partnership (the "Partnership"), in the foregoing Certificate of Limited Partnership IV, Ltd., on behalf of the Partnership, hereby agrees to accept service of process for said Partnership and to comply with any and all applicable statutes relative to the complete and proper performance of the duties of registered agent.

**REGISTERED AGENT**

  
Joseph T. Lettelleir

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

AFFIDAVIT OF CAPITAL CONTRIBUTIONS  
"Affidavit"

BEFORE ME, the undersigned authority, personally appeared John P. Barrett, Jr., as Trustee of the John P. Barrett, Jr. Living Trust as the General Partner of Barrett Family Partnership IV, Ltd., a Florida limited partnership, hereinafter referred to as the "Partnership", who, upon being duly sworn, certified as follows:

1. The amount of capital contributions to the Partnership through the date set forth below made by the limited Partners of the Partnership is as follows:

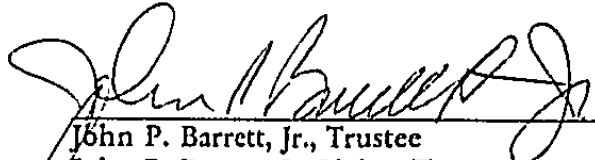
<u>Limited Partner</u>	<u>Capital Contribution</u>
John P. Barrett, Jr. Living Trust	\$100.00

2. The amount of additional capital contributions anticipated at this time to be contributed by limited partners of the Partnership is undetermined at this time.

FURTHER AFFIANT SAYETH NAUGHT.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true to the best of my knowledge and belief.

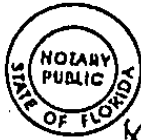
Dated this 1<sup>st</sup> day of March, 1995.

  
John P. Barrett, Jr., Trustee  
John P. Barrett, Jr. Living Trust

FILED  
1995 MAR 01 PM 04:45  
CLERK OF CIRCUIT COURT  
PINELLAS COUNTY FLORIDA

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me the 1st day of March, 1995, by JOHN P. BARRETT, JR., who is personally known to me or who has produced TYPE OF IDENTIFICATION: \_\_\_\_\_ as identification and who DID/DID NOT take an oath.



CONSTANCE R. NOLET  
My Comm Exp. 8/26/97  
Bonded By Service Ins  
No. CC311303  
 Personally Known ( ) Other I.D.

*Constance R. Nolet*  
Signature

CONSTANCE R. NOLET  
Name Legibly Printed,  
Typewritten or Stamped

(SEAL)

My Commission Expires: 8/26/97

# A95000000527

John T. Lettelleir  
JB Management, Inc.

(Requestor's Name)

300 S. Duncan Ave., Sk 300

(Address)

Clearwater, FL 34615

(City, State, Zip)

(Phone #)

9/7

SEP 15 1995  
STATE OF FLORIDA  
TALLAHASSEE

OFFICE USE ONLY

### CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. \_\_\_\_\_  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

- Walk in     Pick up time \_\_\_\_\_     Certified Copy  
 Mail out     Will wait     Photocopy     Certificate of Status

FILED  
1995 SEP 15 PM 3:00  
STATE OF FLORIDA  
TALLAHASSEE

NEW FILINGS	
Profit	
NonProfit	
Limited Liability	
Domestication	
Other	

AMENDMENTS	
Amendment	
Resignation of R.A., Officer/Director	
Change of Registered Agent	
Dissolution/Withdrawal	
Merger	

OTHER FILINGS	
Annual Report	
Fictitious Name	
Name Reservation	

REGISTRATION/ QUALIFICATION	
Foreign	
Limited Partnership	
Reinstatement	
Trademark	
Other	

A95000000527

Examiner's Initials



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

September 11, 1995

JOSEPH T. LETTELLEIR  
J B MANAGEMENT, INC.  
300 SOUTH DUNCAN AVENUE, SUITE 300  
CLEARWATER, FL 34615

SUBJECT: BARRETT FAMILY PARTNERSHIP IV, LTD.  
Ref. Number: A9500000527

We have received your document for BARRETT FAMILY PARTNERSHIP IV, LTD. and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must include in the amendment what the new paragraphs you are adding.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6913.

Diane Cushing  
Corporate Specialist

Letter Number: 095A00041694

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

BARRETT FAMILY PARTNERSHIP IV, 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 Department of State on March 1, 1994, adopts the following certificate of amendment to its certificate of limited partnership:

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

- Section 5 - New paragraph 5.3 (d) added.
- Section 10 - Deleted and replaced with new Section 10
- Section 11 - New paragraph 11.3.1 added
- Section 11 - New paragraph 11.4.1 added
- New Section 12(A) added
- Section 14 - New paragraph 14.15 added

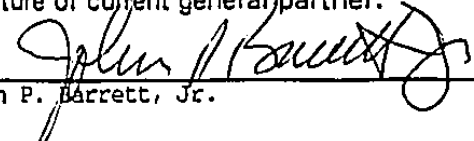
*See attached*

FILED  
1995 SEP 15 PM 3:00  
TALLAHASSEE, FLORIDA

**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:

  
John P. Barrett, Jr.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**

of

**BARRETT FAMILY PARTNERSHIP IV, LTD.**

a Florida limited partnership

This First Amendment to Agreement of Limited Partnership of Barrett Family Partnership IV, Ltd., a Florida limited partnership, is entered into by and between the sole General Partner, the John P. Barrett, Jr. Living Trust, by John P. Barrett, Jr., trustee, and all of the Limited Partners, who are Erika L. Barrett, Michele Barrett Dew, and Brian Christopher Barrett, as follows:

1. The effective date of this First Amendment shall be May 26, 1995;
2. A new Section 5.3(d) shall be added, as follows:

(d) The General Partners shall perform the duties and obligations imposed by this Agreement in good faith, with such care as an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the General Partners, individually and jointly, reasonably believe to be in the best interests of the Partnership. Accordingly, the General Partners shall be held to the business judgment rule standard, not the prudent man standard in reviewing the actions taken by the General Partners on behalf of the Partnership.

3. Section 10 is hereby amended by deleting said Section in its entirety and substituting therefor the following to read, as follows:

10.1 Restrictions on Transfers. Except as otherwise permitted by this Agreement, no interest Holder shall Transfer all or any portion of his interests.

10.2 Subject to the conditions and restrictions set forth in Section 10.3.1., an Interest Holder may at any time Transfer all or any portion of his Interests to (a) any other Interest Holder, (b) any member of the transferor's Family, (c) any Affiliate of the transferor, (d) the transferor's executor, administrator, trustee, or personal representative to whom such Interests are transferred at death or involuntarily by operation of law, or (e) any Purchaser in accordance with Section 10.4 (any such Transfer being referred to in this Agreement as a "Permitted Transfer"). For purposes, an Interest Holder's Family shall include only such Interest Holder's spouse, natural or adoptive lineal ancestors or descendants, and trusts for his or their exclusive benefit.

10.3 Conditions to Permitted Transfers. A Transfer shall not be treated as a Permitted Transfer under Section 10.2 unless and until the following conditions are satisfied:

(a) Except in the case of a transfer of Interests at death or involuntarily by operation of law, the transferor and transferee shall execute and deliver to the Partnership such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Partnership to effect such Transfer and to confirm the agreement of the transferee to be bound by the provisions of this Section 10. In any case not described in the preceding sentence, the Transfer shall be confirmed by presentation to the Partnership of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Partnership. In all cases, the Partnership shall be reimbursed by the transferor and/or transferee for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) Except in the case of a Transfer at death or involuntary by operation of law, the transferor shall furnish to the Partnership an opinion of counsel, which counsel and opinion shall be satisfactory to the Partnership, that the Transfer will not cause the Partnership to terminate for federal income tax purposes and that such Transfer will not cause the application of the rules of Code Sections 168(g)(a), (c) and 168(h) (generally referred to as the "tax exempt entity leasing rules") or similar rules to apply to the Partnership, Partnership Property, or the Interest Holders.

(c) The transferor and transferee shall furnish the Partnership with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Interests transferred, and any other information reasonably necessary to permit the Partnership to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Partnership shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Interests until it has received such information.

(d) Except in the case of a Transfer at death or involuntarily by operation of law, either (a) such Interests shall be registered under the Securities Act of 1933, as amended, and any applicable state securities laws, or (b) the transferor shall provide an opinion of counsel, which opinion and counsel shall be satisfactory to the

Partnership, to the effect that such Transfer is exempt from all applicable registration requirements and that such Transfer will not violate any applicable laws regulating the Transfer of securities.

10.3.1 Right of First Refusal. In addition to the other limitations and restrictions set forth in this Section 10, except as permitted by Section 10.2, no interest Holder shall Transfer all or any portion of his Interests (the "Offered Interest") unless such Interest Holder (the "Seller") first offers to sell the Offered Interest pursuant to the terms of this Section 10.3.1.

(a) Limitation on Transfers. No Transfer may be made under this Section 10.3.1 unless the Seller has received a bona fide written offer (the "Purchaser Offer") from a Person (the "Purchaser") to purchase the Offered Interest for a purchase price (the "Offer Price") denominated and payable in United States dollars at closing or according to specified terms, with or without interest, which offer shall be in writing signed by the Purchaser and shall be irrevocable for a period ending no sooner than the day following the end of the Offer Period, as hereinafter defined.

(b) Offer Notice. Prior to making any Transfer that is subject to the terms of this Section 10.3.1, the Seller shall give to the Partnership, the General Partners, and the Limited Partners written notice (the "Offer Notice") which shall include a copy of the Purchaser offer and the Seller's offer pursuant to the right of first refusal (the "First Offer") to sell the Offered Interest to the Partnership, the General Partners, and the Limited Partners (the "Offerees") for the Offer Price, payable according to the same terms as (or more favorable terms than) those contained in the Purchaser Offer, provided that the First Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Interest) to be provided by the Purchaser for any deferred portion of the Offer Price.

(c) Offer Period. The First Offer shall be irrevocable for a period (the "Offer Period") ending at 11:59 p.m., local time at the Partnership's principal office, on the ninetieth day following the day of the Offer Notice.

(d) Acceptance of First Offer. At any time during the first 60 days of the Offer Period, any Offeree who is a General Partner

may accept the First Offer by giving written notice of such acceptance to the Seller, the other General Partners, and the Limited Partners. At any time after the sixtieth day of the Offer Period, the Limited Partners may accept the First Offer as to any portion of the Offered Interest that has not been previously accepted by giving written notice of such acceptance to the Seller. In the event that Offerees ("Accepting Offerees"), in the aggregate, accept the first offer as to all of the Offered Interest during the Offer Period, the First Offer shall be deemed to be rejected in its entirety.

(e) Closing of Purchase Pursuant to First Offer. In the event that the First Offer is accepted, the closing of the sale of the Offered Interest shall take place within 30 days after the First Offer is accepted or, if later, the date of closing set forth in the Purchase Offer. The Seller and all Accepting Offerees shall execute such documents and instruments as may be necessary or appropriate to effect the sale of the Offered Interest pursuant to the terms of the First Offer and this Section 10.

(f) Sale Pursuant to Purchase Offer if First Offer Rejected. If the First Offer is not accepted in the manner hereinabove provided, the Seller may sell the Offered Interest to the Purchaser at any time within 60 days after the last day of the Offer Period, provided that such sale shall be made on terms no more favorable to the Purchaser than the terms contained in the Purchase Offer and provided further that such sale complies with other terms, conditions, and restrictions of this Agreement that are applicable to sales of Interests and are not expressly made inapplicable to sales occurring under this Section 10.3.1. In the event that the Offered Interest is not sold in accordance with the terms of the preceding sentence, the Offered Interest shall again become subject to all of the conditions and restrictions of this Section 10.3.1.

10.4 Prohibited Transfers. Any purported Transfer of Interests that is not a Permitted Transfer shall be null and void and of no effect whatever; provided that, if the Partnership is required to recognize a Transfer that is not a Permitted Transfer (or if the Partnership, in its sole discretion, elects to recognize a Transfer that is not a Permitted Transfer), the interest Transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred interests, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the

Partnership) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such interests may have to the Partnership.

In the case of a Transfer or attempted Transfer of Interests that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Partnership and the other partners from all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

10.4.1 Partnership Rights with Unadmitted Assignees. In the event of a Prohibited Transfer of a Partnership Interest, the Partnership has the right to purchase such Interest from the transferee within ninety (90) days of the transfer for the fair market value of the Partnership Interest. If the Partnership does not exercise such right of purchase then the transferee is bound by every covenant, term, and provision of this Agreement, and specifically, no transferee shall Transfer all or any portion of his Interests unless such transferee first offers to sell the Interests pursuant to the terms of Section 10.3.1.

10.5 Rights of Unadmitted Assignees. A Person who acquired one or more Interests but who is not admitted as a Substituted Limited Partner pursuant to Section 10.7 shall be entitled only to allocations and distributions with respect to such Interests in accordance with this Agreement, but shall have no right to any information or accounting of the affairs of the Partnership, shall not be entitled to inspect the books or records of the Partnership, and shall not have any of the rights of a General Partner or a Limited Partner under the Act or the Agreement.

10.6 Admission of Interest Holders as Partners. Subject to the provisions of this Section 10, a transferee of Interests may be admitted to the Partnership as a Substituted Limited Partner only upon satisfaction of the conditions set forth below in this Section 10.6:

- (a) Each General Partner consents to such admission;

(b) The Interests with respect to which the transferee is being admitted were acquired by means of a Permitted Transfer;

(c) The transferee becomes a party to this Agreement as a Limited Partner and executes such documents and instruments as General Partners may reasonably request (including, without limitation, amendments to the Certificate) as may be necessary or appropriate to confirm such transferee as a Limited Partner in the Partnership and such transferee's agreement to be bound by the terms and conditions;

(d) The transferee pays or reimburses the Partnership for all reasonable legal, filing, and publication costs that the Partnership incurs in connection with the admission of the transferee as a Limited Partner with respect to the Transferred Interests; and

(e) If the transferee is not an individual of legal majority, the transferee provides the Partnership with evidence satisfactory to counsel for the Partnership of the authority of the transferee to become a Partner and to be bound by the terms and conditions of this Agreement.

(f) The transferee provides the partnership with evidence satisfactory to counsel for the Partnership that such transferee has made each of the representations and undertaken each of the warranties applicable to it described in Section 7 hereof.

#### 10.7 Representations; Legend.

(a) Each Interest Holder hereby covenants and agrees with the Partnership for the benefit of the Partnership and all Interest Holders, that (1) he is not currently making a market in Interests and will not in the future make a market in Interests, (2) he will not Transfer his Interests on an established securities market, a secondary market (or the substantial equivalent thereof) within the meaning of Code Section 7704(b) (and any regulations, proposed regulations, revenue rulings, or other official pronouncements of the Internal Revenue Service or Treasury Department that may be promulgated or published thereunder), and (3) in the event such regulations, revenue rulings, or other pronouncements treat any or all arrangements which facilitate the selling of partnership interests and which are commonly referred to as "matching services" as being a secondary market or substantial equivalent thereof, he will not Transfer any Interest through a matching service that is not

approved in advance by the Partnership. Each Interest Holder further agrees that he will not Transfer any Interest to any Person unless such Person agrees to be bound by this Section 10.89(a) and to Transfer such Interests only to Persons who agree to be similarly bound. The Partnership shall, from time to time, at the request of an Interest Holder consider whether to approve a matching service and shall notify all Interest Holders of any matching service that is so approved.

(b) Each Interest Holder hereby represents and warrants to the Partnership and each General Partner that such Interest Holder's acquisition of interests hereunder is made as principal for such Interest Holder's own account and not for resale or distribution of such Interests. Each Interest Holder further hereby agrees that the following legend may be placed upon any counterpart of this Agreement, the Certificate, or any other document or instrument evidencing ownership of Interests:

THE PARTNERSHIP INTERESTS REPRESENTED BY THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER ANY SECURITIES LAWS AND THE TRANSFERABILITY OF SUCH INTERESTS IS RESTRICTED. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED OR TRANSFERRED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH INTERESTS BY THE ISSUER FOR ANY PURPOSES, UNLESS (1) A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, WITH RESPECT TO SUCH INTERESTS SHALL THEN BE IN EFFECT AND SUCH TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE SATISFACTION OF COUNSEL TO THE PARTNERSHIP.

THE INTERESTS REPRESENTED BY THIS DOCUMENT ARE SUBJECT TO FURTHER RESTRICTION AS TO THEIR SALE, TRANSFER, HYPOTHECATION, OR ASSIGNMENT AS SET FORTH IN THE AGREEMENT OF LIMITED PARTNERSHIP AND AGREED TO BY EACH LIMITED PARTNER. SAID RESTRICTION PROVIDES, AMONG OTHER THINGS, THAT NO INTEREST MAY BE TRANSFERRED WITHOUT FIRST OFFERING SUCH INTEREST TO THE OTHER INTEREST

HOLDERS AND GENERAL PARTNERS, AND THAT NO VENDEE, TRANSFEREE, ASSIGNEE, OR ENDORSEE SHALL HAVE THE RIGHT TO BECOME A SUBSTITUTED LIMITED PARTNER WITHOUT THE CONSENT OF ALL OF THE GENERAL PARTNERS.

10.8 Distributions and Allocations in Respect to Transferred Interests. If any Partnership Interest is sold, assigned, or transferred during any accounting period in compliance with the provisions of this Section 9, Profits, Losses, each item thereof, and all other items attributable to the transferred interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the General Partner[s]. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions on or before the date of such transfer shall be made to the transferor, and all distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for the purposes of making such allocations and distributions, the Partnership shall recognize such transfer not later than the end of the calendar month during which it is given notice of such transfer, provided that if the Partnership does not receive a notice stating the date such interest was transferred and such other information as General Partner[s] may reasonably require within 30 days after the end of the accounting period during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Partnership nor any General Partner shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 10.8 whether or not any General Partner or the Partnership has knowledge of any transfer of ownership of any interest.

4. A new Section 11.3.1 shall be added, as follows:

11.3.1 Rights of First Refusal. In addition to the other limitations and restrictions set forth in this Section 11, except as permitted by Section 11.2, no Interest Holder shall Transfer all or any portion of his Interests (the "Offered Interest") unless such Interest Holder (the "Seller") first offers to sell the Offered Interest pursuant to the terms of this Section 11.3.1.



(a) Limitation on Transfers. No Transfer may be made under this Section 11.3.1 unless the Seller has received a bona fide written offer (the "Purchaser Offer") from a Person (the "Purchaser") to purchase the Offered Interest for a purchase price (the "offer Price") denominated and payable in United States dollars at closing or according to specified terms, with or without interest, which offer shall be in writing signed by the Purchaser and shall be irrevocable for a period ending no sooner than the day following the end of the Offer Period, as hereinafter defined.

(b) Offer Notice. Prior to making any Transfer that is subject to the terms of this Section 11.3.1, the Seller shall give to the Partnership, the General Partners, and the Limited Partners written notice (the "Offer Notice") which shall include a copy of the Purchaser Offer and the Seller's offer pursuant to the right of first refusal (the "First Offer") to sell the Offered Interest to the Partnership, the General Partners, and the Limited Partners (the "Offerees") for the Offer Price, payable according to the same terms as (or more favorable terms than) those contained in the Purchaser Offer, provided that the First Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Interest) to be provided by the Purchaser for any deferred portion of the Offer Price.

(c) Offer Period. The First Offer shall be irrevocable for a period (the "Offer Period") ending at 11:59 p.m., local time at the Partnership's principal office, on the ninetieth day following the day of the Offer Notice.

(d) Acceptance of First Offer. At any time during the first 60 days of the Offer Period, any Offeree who is a General Partner may accept the First Offer by giving written notice of such acceptance to the Seller, the General Partners, and the Limited Partners. At any time after the sixtieth day of the Offer Period, the Limited Partners may accept the First Offer as to any portion of the Offered Interest that has not been previously accepted by given written notice of such acceptance to the Seller. In the event that Offerees ("Accepting Offerees"), in the aggregate, accept the First Offer with respect to all of the Offerees Interest, the First Offer shall be deemed to be accepted. If Offerees do not accept the First Offer as to all of the Offered Interest during the Offer Period, the First Offer shall be deemed to be rejected in its entirety.

(e) Closing of Purchase Pursuant to First Offer. In the event that the First Offer is accepted, the closing of the sale of the Offered Interest shall take place within 30 days after the First Offer is accepted or, if later, the date of closing set forth in the Purchase Offer. The Seller and all Accepting Offerees shall execute such documents and Instruments as may be necessary or appropriate to effect the sale of the Offered Interest pursuant to the terms of the First Offer and this Section 11.

(f) Sale Pursuant to Purchase Offer if First Offer Rejected. If the First Offer is not accepted in the manner hereinabove provided, the Seller may sell the Offered Interest to the Purchaser at any time within 60 days after the last day of the Offer Period, provided that such sale shall be made on terms no more favorable to the Purchaser than the terms contained in the Purchase Offer and provided further that such sale complies with other terms, conditions, and restrictions of this Agreement that are applicable to sales of Interests and are not expressly made inapplicable to sales occurring under this Section 11.3.1. In the event that the Offered Interest is not sold in accordance with the terms of the preceding sentence, the Offered Interest shall again become subject to all of the conditions and restrictions of this Section 11.3.1.

5. A new Section 11.4.1 shall be added, as follows:

11.4.1 Partnership Rights with Unadmitted Assignees. In the event of a Prohibited Transfer of a Partnership Interest of a General Partner, the Partnership has the right to purchase such Interest from the transferee within ninety (90) days of the transfer for the fair market value of the Partnership Interest. If the Partnership does not exercise such right of purchase then the transferee is bound by every covenant, term, and provision of this Agreement. Specifically, no transferee shall Transfer all or any portion of his Interests unless such transferee first offers to sell the Interests pursuant to the terms of Section 11.3.1.

6. A new Section 12(A) shall be added, as follows:

SECTION 12(A)  
ARBITRATION

12(A).1 Dispute Resolution. Any controversy or claim between or among the parties including but not limited to those arising out of or relating to this instrument or any related agreements or

instruments or the relationship between and among the parties shall be determined by binding arbitration in accordance with (a) Title 9 of the U.S. Code ("Title 9") when it may be applied, or otherwise cognizable arbitration law of the state of Florida and, (b) the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except as otherwise specifically provided herein.

12(A).2 Arbitration. The expiration of all time bars under applicable statutes of limitations or the doctrine of laches, and any and all waivers contained herein which would otherwise be applicable, shall apply to any arbitration proceeding under this instrument. All such arbitration proceedings shall be administered by the American Arbitration Association in accordance with the foregoing terms. In the event of any inconsistency between this arbitration provision and any statutes or rules, this arbitration provision shall, to the extent legally permissible, control. Judgment upon the Arbitrator's award, which award may include without limitation contract interest, default interest, late charges, attorneys fees, costs and expenses, may be entered in any court having jurisdiction. The arbitration shall be conducted in Pinellas County and presided over by an arbitrator who is a practicing attorney licensed in that jurisdiction. All arbitrations will be commenced within 120 days of the demand for arbitration. The arbitrator shall only, upon a showing of cause, be permitted to extend this period for an additional 60 days and shall complete the arbitration proceedings within 60 days from commencement. Any party to this arbitration agreement may, by summary or expedited proceedings to the extent permitted, bring a judicial proceeding to compel arbitration hereunder.

12(A).3 Unsuccessful Party. At the conclusion of any arbitration proceeding and the entry of the judgment upon the Arbitrator's award, the party against whom judgment was entered, or in the event of a settlement the party that initiated the arbitration, shall pay all costs of arbitration including, but not limited to, the amount of the award, if any, all interest and late charges, if any, and all attorney's fees, costs and expenses for all parties to the arbitration proceeding.

7. A new Section 14.15 shall be added, as follows:

14.15 Confidentiality. Any and all discussions, communications, records and documents pertaining to this Agreement, the

Partnership or any Interest shall remain confidential and shall not be disclosed by any of the parties hereto or by their heirs, successors and assigns except (a) where required by an order of a court of competent jurisdiction, (b) where required or permitted by the express terms of this Agreement, (c) as necessary to comply with the express requirements of governmental authorities such as the Securities and Exchange Commission or the Internal Revenue Service (which disclosure may be made to attorneys and accountants on an "as needed" basis to comply with such requirements), (c) those disclosures jointly approved by the Partners, and (d) as necessary to the enforcement of this Agreement.

8. Except as set forth in this First Amendment, the Agreement of Limited Partnership of Barrett Family Partnership IV, Ltd., effective as of March 1, 1994, shall remain in full force and effect.


In witness whereof, the parties have entered in this First Amendment as of the day set forth above.

**GENERAL PARTNER:**

John P. Barrett, Jr. Living Trust

By: 

Witnesses:

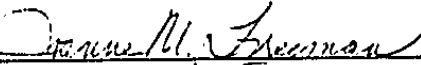
Signature: 

Print Name: CONSTANCE R. NOLET

Witnesses:

Signature: 

Print Name: EILEEN SCHULTZ


Signature: 

Print Name: JEANNE M. FREEMAN

Signature: 

Print Name: ANDREW R. ROSS

**LIMITED PARTNERS:**

  
Erika L. Barrett

  
Michele Barrett Dew

  
Brian Christopher Barrett

**FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP  
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE**

LIMITED PARTNERSHIP  
ANNUAL REPORT  
1996



FLORIDA DEPARTMENT OF STATE  
Sandra Morham  
Secretary of State  
DIVISION OF CORPORATIONS

**FILED**  
96 FEB -9 AM 9:48  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

1. Name of Limited Partnership  
**1a. DOCUMENT #  
A95000000527**

**BARRETT FAMILY PARTNERSHIP IV, LTD.**

Mailing Address: **300 SOUTH DUNCAN AVENUE  
CLEARWATER FL 34615**

Principal Office Address: **300 SOUTH DUNCAN AVENUE  
CLEARWATER FL 34615**

3. Date Formed or Registered to Do Business in **FLORIDA 03/30/1995**

3a. Date of Last Report

4. State or Country of Formation **FL**

5a. Capital Contributions as Shown on Record **\$100.00**

5b. Amount of Capital Contributions as FLORIDA to date

6. FEI Number **59-3298505**

8. FEES: 1.) Filing Fee - Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$437.50  
2.) Supplemental Fee - \$138.75 (pursuant to section 607.193, F.S.)  
THE AMOUNT DUE SHALL BE NO LESS THAN \$191.25 (\$52.50 + \$138.75) AND NO MORE THAN \$570.25 (\$437.50 + \$138.75)  
Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.  
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE

9. Name and Address of Current Registered Agent  
**LETTELEIR, JOSEPH T  
300 SOUTH DUNCAN AVENUE  
CLEARWATER FL 34615**

10a. Pursuant to the provisions of sections 620.1051 and 620.192, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s). I hereby accept the appointment of registered agent. I am familiar with, and accept the obligations of section 620.192, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment) \_\_\_\_\_ DATE \_\_\_\_\_

**A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY**

11. Name(s) of General Partner(s)	11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers)	11b. City, State & Zip Code	11c. Registration/Document Number
BARRETT, JOHN P TRUSTEE	300 S. DUNCAN AVE., S	CLEARWATER FL 34615	
		AR - \$52.50 SF - \$138.75	
		2/12/96	

**Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.**

12. I do hereby certify that the information supplied with this filing is instantly furnished and does not qualify for the exemption stated in Section 119.07(3)(b), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Sections 119.07(3)(a) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate. My signature shall have the same legal effect as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee empowered to execute this report as required by Chapter 620, Florida Statutes.

SIGNATURE *J Barrett* DATE **2/31/96**  
Telephone Number **913 461 7200**

CR2E003 (6/95)