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January 7, 2000

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32301

Re: Butler Family Limited Partnership

600003093806--6
-01/10/00--01129--010
***1837.50 ***1837.50

Gentlemen:

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Enclosed please find the original and a duplicate of the following documents:

- i) a Limited Partnership Agreement for the Butler Family Limited Partnership;
- ii) a Certificate of Limited Partnership;
- iii) Affidavit of Capital Contributions for Butler Family Limited Partnership; and
- iv) Acceptance of Registered Agent Designation for Limited Partnership.

After examination, please file the original and return the duplicate to the undersigned duly certified to show the date of filing.

Next, enclosed please find a check in the amount of \$1,837.50 to cover the filing fee of \$1,750.00, the fee for the certified copy of \$52.50, and the registered agent fee of \$35.00.

If there are any questions, I would certainly appreciate your telephoning me collect at (941) 747-1871.

Thanking you for your usual cooperation, I am,

Very truly yours,

Michael M. Hamrick

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TALLAHASSEE, FLORIDA

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Enclosures

cc: Dr. & Mrs. Clair E. Butler



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

January 12, 2000

HAMRICK, PERREY, QUINLAN & SMITH, P.A.
1401 MANATEE AVENUE WEST
STE 920
BRADENTON, FL 34205

SUBJECT: BUTLER FAMILY LIMITED PARTNERSHIP
Ref. Number: W00000000940

We have received your document for BUTLER FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$1837.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Either the Limited Partnership is already registered please refer to the attached printout or the name is unavailable.,

The name designated in your document is unavailable since it is the same as or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

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 (850) 487-6097.

Michael Mays
Document Specialist

Letter Number: 400A00001602

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THE CLAIR BUTLER FAMILY LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT is made and entered into this 20th day of January, 2000, by and among Clair E. Butler and Edith D. Butler (hereinafter collectively referred to as the "General Partner") and Clair E. Butler and Edith D. Butler (hereinafter collectively referred to as "Limited Partners" and individually as a "Limited Partner").

RECITALS:

1. The parties desire to form a limited partnership under the provisions of the Florida Revised Uniform Limited Partnership Act for the purposes described in this Agreement.
2. The parties also desire to set forth their respective rights, duties, obligations and responsibilities with respect to such partnership.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, and of the mutual promises, obligations, and agreements contained in this Agreement, the parties, intending to be legally bound, agree as follows:

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ARTICLE I. DEFINED TERMS

The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Article I. The singular shall include the plural and the masculine gender shall include the feminine and vice versa, as the context requires.

1. "**General Partners**" means Clair E. Butler and Edith D. Butler and any other persons or entities hereafter admitted to the Partnership as a General Partner.
2. "**Capital Account**" shall mean the total amount of property contributed, including the cash contribution upon the execution of this Agreement and any additional capital contributions to the Partnership by the Partners.
3. "**Limited Partners**" means any Partner other than a General Partner.
4. "**Major Capital Event**" means any transaction not in the ordinary course of business including, without limitation, sale or refinancing of real or personal property, condemnations, damage recoveries, receipts of insurance proceeds and borrowings, unless any such event shall be deemed insignificant in the good faith determination of the General Partners.
5. "**Cash Flow**" as of the last day of each fiscal quarter means the net positive amount remaining after subtracting from the sum of all cash receipts from all sources other than capital contributions and Major Capital Events, ending on the last day of each quarter, plus the

amount of cash reserve as of the beginning of such quarter, the following amounts:

a. The amount of cash disbursed in order to obtain such cash receipts, including, without limitation, all amounts disbursed for interest, debt service, taxes, services, salaries, management fees, insurance, legal and accounting expenditures, repair, replacement and maintenance costs, capital disbursements in the ordinary course of business; and

b. To the extent then established by the General Partners the cash reserve as of the last day of such quarter which the General Partners, in their sole discretion, deems advisable.

6. **“Extraordinary Cash Flow”** means the amount remaining, if any, after subtracting from cash receipts arising from a Major Capital Event, the amount of cash disbursed or to be disbursed in connection with such Major Capital Event.

7. **“Partnership Interest in the Partnership”** (or sometimes “Interests” or “Partnership Interests”) shall mean the percentage of Partners in the Partnership, as well as interests in the Cash Flow and Partnership items of profit and loss, as set forth after each Partner's name on Exhibit “A”.

8. **“Profits” and “Losses”** mean the ordinary income or loss of the Partnership for Federal income tax purposes determined as of the close of the Partnership's fiscal year, as well as where the context requires, related Federal tax law items such as capital gain or loss, tax preferences and credits.

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ARTICLE II.
FORMATION: NAME, PLACE OF BUSINESS
AND OFFICE, PURPOSE AND TERM

1. **Formation.** The parties hereby form a limited partnership pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act and any successor statute governing the operation of a limited partnership in Florida.

2. **Name, Place of Business and Office.** The Partnership shall be conducted under the name and style of CLAIR BUTLER FAMILY LIMITED PARTNERSHIP. The principal place of business of the Partnership shall be 1903 22nd Street West, Bradenton, FL 34205. The Partnership may have such offices as the General Partner, in its sole discretion, deem advisable.

3. **Registered Agent.** The initial registered agent shall be Clair E. Butler, whose address is 1903 22nd Street West, Bradenton, FL 34205.

4. **Purpose.** The purposes of the Partnership are to make a profit, increase wealth and provide a means for the partners to become knowledgeable of, manage and preserve Partnership assets, and to engage in such other businesses as the Partners shall determine from time

to time (the "Partnership Purposes"). The Partnership Purposes include, but are not limited to, the following:

- a. To construct, rehabilitate, operate, maintain and improve, and to buy, own, sell, convey, assign, mortgage or lease, any real estate and any personal property.
- b. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge, or other lien.
- c. To enter into such agreements with individuals, business organizations and enterprises, private and public institutions and agencies, for any design, construction, development, lease, management and sale necessary or incidental to the furtherance of the purposes of the Partnership.
- d. To invest and re-invest in securities, to hold the same for investment or otherwise, to deal in and with property of every kind and character, whether real, personal or mixed.
- e. To provide resolution of any disputes which may arise among the Partners in order to preserve family harmony and avoid the expense and problems of litigation.
- f. To increase Partner wealth.
- g. To establish a method whereby annual gifts can be made without fractionalizing Partnership assets.
- h. To continue the ownership of Partnership assets and restrict the right of Partners to transfer to third parties an interest in the Partnership and in Partnership assets.
- i. To provide flexibility in business planning not available through trusts, corporations, or other business entities.
- j. To facilitate the administration and reduce the cost associated with the disability or probate of the estate of Partners.
- k. To promote knowledge of and communication about Partnership assets.
- l. To do any and all things necessary and proper for the accomplishment of all objectives herein enumerated or those necessary or incident to the protection and benefit of the Partnership.

5. **Term.** The term of the Partnership shall commence upon the filing of the duly executed Certificate of Limited Partnership in the office of the Secretary of State, State of Florida, and shall continue in full force and effect until the Partnership is liquidated or dissolved pursuant to

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the provisions of Article VII hereof.

6. **Filing of Certificate of Limited Partnership.** The General Partner and the Limited Partners shall promptly execute and the General Partner shall promptly file for record at the office of the Secretary of State for the state of Florida, a Certificate of Limited Partnership of the Partnership, and the Partners shall do all other acts and things requisite to the formation and operation of the Partnership in accordance with the laws of the state of Florida and any other jurisdiction in which the Partnership may elect to do business. All costs incurred by the General Partner in connection with the foregoing, including, without limitation, legal fees in connection therewith, shall be expenses of the Partnership and shall be reimbursed promptly by the Partnership upon the completion of such action.

**ARTICLE III.
PARTNERS AND CAPITAL**

1. **General Partners.** The initial General Partners of the Partnership are Clair E. Butler and Edith D. Butler. The address and capital contribution of the General Partner is set forth in Exhibit "A" attached hereto and made a part hereof.

2. **Limited Partners.** The Limited Partners of the Partnership are the persons or entities listed as Limited Partners on Exhibit "A", as such Exhibit "A" may be amended from time to time.

3. **Admission of Additional Partners.** No additional General Partners shall be admitted without the written consent of all the General Partners, which consent must be unanimous. Additional Limited Partners may not be admitted without the consent of the Limited Partners owning two-thirds (2/3) of the Limited Partnership Interest, unless the General Partners determine, in their sole discretion, that additional capital is needed by the Partnership and cannot be borrowed by the Partnership on satisfactory terms and the Limited Partners refuse to contribute such additional capital, in which event additional Limited Partners may be admitted with the consent of the General Partners alone; provided, however, in no event may additional Limited Partners be admitted to the Partnership on terms and conditions more favorable than those contained in the request made to and refused by the existing Limited Partners for additional capital contributions.

4. **Capital Contributions.** Upon the execution of this Agreement, the Partners shall contribute to the Partnership those properties referenced on Exhibit "B". The agreed value for the property is also referenced on said schedule. Each Partner's capital account shall be credited in the amount indicated on Exhibit "A". The Limited Partners will not be required to make any additional capital contributions. The General Partners may be required to make such additional capital contributions as the General Partners may deem necessary to further the goals of the Partnership. However, any partner may elect to make such additional capital contributions to the Partnership as are acceptable to the General Partners.

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In the event a cash requirement exists, which cannot be otherwise satisfied, a cash call will be made to the General Partners. If a General Partner does not contribute its proportionate share of any cash call, any other General Partner may contribute said share and receive a Special Class Limited Partnership interest herein equal to fifty percent (50%) of the total interest in the Partnership, whether General or Limited, held by the non-contributing General Partner, and said non-contributing General Partner will thus have his General and Limited Partner interests herein diluted to effect the aforementioned Agreement. Each General Partner hereby appoints the other as his attorney in fact to execute any and all documents necessary to effect said dilution. Each subsequent cash call will result in an additional dilution under the same formula, if not contributed. Each party has thirty (30) days from the date of receipt of notice of a cash call to deliver the required contribution. Subsequent to said thirty (30) day period, said non-contributing General Partner has until the day the contributing General Partner satisfies the cash call requirement of the non-contributing General Partner before the aforementioned fifty percent (50%) dilution becomes automatically operative. The non-contributing General Partner hereby reserves the right to redeem his lost partnership interest, if within one hundred eighty (180) days of the day the contributing General Partner contributed, the non-contributing General Partner delivers to said contributing General Partners the amount contributed by said contributing Partner in lieu of a contribution by the non-contributing General Partners plus interest at the maximum legal rate under the laws of the state of Florida.

5. **Partner's Capital Accounts**. Separate Capital Accounts shall be maintained for each Partner in accordance with the following provisions:

a. To each Partner's Capital Account there shall be credited the fair market value of his Capital Contributions and any additional capital contributions, such Partner's share of profits, and the amount of any Partnership liabilities that are assumed by the Partner and shall be increased by his allocable share of Profit and decreased by Cash Flow distributions and his allocable share of Losses.

b. To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Property distributed to such Partner pursuant to the provisions of this Agreement, such Partner's distributive share of losses, and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

c. In the event any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

d. No Partner shall be paid interest on Capital Contributions to the Partnership.

e. Except as provided otherwise herein, no Partner shall have the right to

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withdraw, or receive any return of, his Capital Contributions. On or after the date of dissolution of the Partnership, any Limited Partners, upon ninety (90) days' written notice by such Limited Partner to all other Partners, shall be entitled to the return of his Capital Account as of the date of such notice, provided that the remaining assets of the Partnership are at such time sufficient to cover all of the Partnership's liabilities, including liabilities to the Partners. Such determination will be made solely by the General Partners.

6. **Liability of Partners.** No Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership. A Limited Partner shall be liable only to make the payments of his initial Capital Contributions. The General Partner shall not have any personal liability for the repayment of the Capital Contribution of any Limited Partners.

7. **Loans to Partnership.**

a. In the event that at any time (or from time to time) additional funds (in excess of available financing and the aforesaid Capital Contributions) are required by the Partnership for or in respect of its business or any of its obligations, expenses, costs, liabilities or expenditures (including without limitation of the generality of the foregoing, operating deficits) the General Partner shall have the right (but not the obligation) to borrow such funds for and on behalf of the Partnership, with interest payable at then prevailing rates. If the General Partner is unable to obtain such loan(s), then the General Partner may, in its absolute discretion, advance sums payable on demand or otherwise to the Partnership at an interest rate no less favorable than the rates then available from institutional lenders. Such loan(s) will be repaid before any Cash Flow is distributed to the Partners. The General Partner will be deemed secured or unsecured creditors (as the case may be) of the Partnership and not Partners for the purpose of determining their right and priority to payment of interest and principal on any such loan.

b. The foregoing provisions of this Paragraph 7 of Article III are not intended to be for the benefit of any creditor or other person (other than a Partner in his capacity as a Partner) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Partnership or any of the Partners; and no such creditor or other person shall obtain any right under any such foregoing provision or shall by reason of such provision make any claim in respect of any debt, liability or obligation (or otherwise) against the Partnership or any of the Partners.

ARTICLE IV.
PROFIT AND LOSSES

1. **Allocation of Profits and Losses.** All profits and losses will be allocated to the Partners hereof pro rata to their percentage interest in the limited partnership.

2. **Determination.** The general partners or a surviving general partner shall have the right to determine whether partnership profits from time to time shall be distributed in cash or

shall be left in the business, in which latter event the capital account of all partners shall be increased.

ARTICLE V.
MANAGEMENT

1. **Authority to Bind the Partnership.** No Limited Partner (in his or her capacity as a Limited Partner) shall have or exercise any rights in connection with the management of the Partnership business. Such management shall in every respect be the full and complete responsibility of the General Partner alone.

The General Partner shall devote to the management of the Partnership business so much of their time as it or they deem reasonably necessary to the efficient operation of the Partnership. The unanimous consent of the General Partners, if more than one, is required to bind the Partnership.

All decisions made for and on behalf of the Partnership by the General Partners shall be binding upon the Partnership. Except as expressly otherwise set forth elsewhere in this Agreement, the General Partners (acting for and on behalf of the Partnership), in extension and not in limitation of the rights and powers given them by law or by the other provisions of this Agreement, shall, in their sole discretion, have the full and entire right, power and authority in the management of the Partnership business to do any and all acts and things necessary, proper, convenient or advisable to effectuate the purposes of the Partnership. By way of illustration, but not in limitation of the foregoing, the General Partners shall have the power and authority on behalf of the Partnership:

- a. To execute all agreements and other documents necessary to implement the purposes of the Partnership, to take such actions as may be necessary to consummate the transactions contemplated thereby, and to make all reasonably necessary arrangements to carry out the Partnership's obligations in connection therewith, including the execution of such agreements and instruments as may be necessary or desirable in the opinion of the General Partners to implement the purposes of the Partnership; and
- b. To lease, exchange, sell, or otherwise dispose of, and to grant an option for, the lease, exchange, sale or the disposition of any of the property and assets of the Partnership; and
- c. To borrow money and incur other obligations; and
- d. To draw, make, accept, sign and deliver any notes, drafts or other negotiable instruments or commercial paper; and
- e. To deed, mortgage, pledge, grant security interest in, or otherwise encumber all or any portion of the Partnership property or assets; and

f. To prepay, in whole or in part, refinance, recast, increase, modify, consolidate or extend any mortgage or security interest affecting all or any part of the Partnership property or assets; and

g. To establish, maintain and draw upon checking, savings and other accounts in the name of the Partnership in such bank or banks as the General Partners may from time to time select, and to designate others to draw upon such accounts; and

h. To employ, fix the compensation of, oversee and discharge agents and any employees of the Partnership as well as accountants, attorneys and such other persons, firms or corporations as the General Partners deem advisable; and

i. To enter into contracts from time to time with any persons or organizations for the operation and management of all or any part of the assets and properties of the Partnership; and

j. To bring suit for and compromise any claim or liability due to the Partnership; and

k. To execute, acknowledge or verify and file any notification, application, statement or other filing which the General Partners consider desirable to be filed with any securities administrator or commission; and

l. To make any tax elections required or deemed desirable; and

m. To receive reimbursement for expenses incurred by the General Partners on behalf of the Partnership; and

n. To sign all contracts and other documents necessary or desirable to accomplish Partnership purposes; and

o. To do any or all of the foregoing, discretionary or otherwise, through agents selected by the General Partners whether compensated or uncompensated by the Partnership; and

p. To do any or all of the foregoing for such consideration and upon such other terms or conditions as the General Partners in their sole discretion determine to be appropriate; and

q. To execute, acknowledge or verify and deliver any or all instruments that the General Partners may consider desirable to effectuate any of the foregoing.

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Any Person doing business with or otherwise dealing in any transaction whatsoever with the General Partners acting as such shall be entitled to rely fully on their power and authority to bind the Partnership in that business and transaction and shall not be required to determine the General Partners' authority to make any undertaking on behalf of the Partnership or to determine the application or distribution of revenues or proceeds paid to the General Partners.

2. **Other Managerial Matters.** The fact that a Partner is directly or indirectly interested in, or connected with any person, firm or corporation employed or retained by the Partnership to render or perform services or to furnish material shall not prohibit the Partnership from doing business with such person, firm or corporation, as long as such transaction is on terms no less favorable than can be received from unrelated third parties.

3. **Compensation.** The Partnership shall pay to the General Partners who manage the Partnership a reasonable Partnership Management Fee. In addition, the General Partners shall be entitled to reimbursement of all out-of-pocket expenses and costs incurred by the General Partners in connection with the management and supervision of the Partnership. The General Partners shall furnish the Partnership with such invoices, receipts or detailed other evidences of payment as the accountants for the Partnership shall deem to be necessary or appropriate to document reimbursed out-of-pocket expenses and costs.

4. **Other Business of Partners.** Any Partner may engage independently or with others in other business ventures of every nature and description. Neither the Partnership nor any Partners shall have any rights in or to such independent ventures, or the income or profits derived therefrom.

5. **Liability of General Partners for Acts and Omissions; Indemnification.** The General Partners shall not be liable, responsible or accountable in damages or otherwise to any of the Partners for, and the Partnership does hereby indemnify and save harmless the General Partners from, any loss or damage incurred by reason of any act or omission performed or omitted by them, except for acts of willful misconduct or gross negligence, provided that the General Partners acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the Partnership.

ARTICLE VI.
RECORDS AND ACCOUNTS

1. **Records and Accounts.** The Partnership shall keep complete and accurate books of account and other records showing the assets, liabilities, costs, expenditures, receipts, profits and losses of the Partnership, the Partnership capital and such other matters as the accountant or bookkeeper for the Partnership shall deem necessary. Such books of account shall be the property of the Partnership, shall at all times be kept and maintained at the office of the Partnership or at such other place as the General Partners shall determine, and shall be kept in accordance with sound accounting practices. The Partners shall receive a copy of such statements

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and information as is necessary for the Partners to prepare their individual tax returns, within seventy-five (75) days of the end of each fiscal year of the Partnership, or as soon thereafter as possible.

2. **Tax Basis.** The books of the Partnership shall be kept on a cash basis or an accrual basis as determined by the General Partners. The fiscal year of the Partnership shall be the calendar year.

3. **Bank Accounts.** The bank accounts of the Partnership shall be maintained in such banking institutions as the General Partners shall determine, and withdrawals shall be made only in the regular course of Partnership business with the signature of each General Partner required on all accounts and checks or withdrawals thereon.

ARTICLE VII.
TRANSFERABILITY OF PARTNERSHIP INTERESTS

1. **Restrictions on Transfer of Interests.**

a. Except as permitted by subparagraph (e) of this Paragraph below, no Limited Partner's interest or any fraction thereof may be sold, assigned or transferred without the written consent of the General Partners, which consent may be withheld for the reasons listed hereinbelow or for any reason in the sole discretion of the General Partners.

b. No transfer or assignment of any interest or any fraction thereof may be made if counsel for the Partnership shall be of the opinion that such transfer or assignment (i) may not be effected without registration of the interest under the Securities Act of 1933; or (ii) would be in violation of any securities law; or (iii) would cause the initial sale of Partnership interests to violate any securities law.

c. No transfer or assignment of an interest or any fraction thereof may be made if counsel for the Partnership shall be of the opinion that such assignment or transfer would (i) dissolve the Partnership for any purpose; or (ii) terminate the Partnership for tax purposes under Section 708 of the Code; or (iii) have significant ("significant" being defined as a more than ten percent (10%) decrease in taxable losses or ten percent (10%) increase in taxable income of the Partnership) adverse effects on the taxable income or losses of the Partnership.

d. No transfer or assignment of an interest or any fraction thereof may be made to a minor or an incompetent except by will or intestate succession.

e. Unless in the opinion of counsel for the Partnership such transfer would cause the initial sale of Partnership interests to violate any securities law, the provisions of this Paragraph 1 shall not apply to the transfer or assignment (in trust or otherwise) by a Limited Partner, whether on death or inter vivos, of all or any part of his interest:

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- (i) To another Partner; or
- (ii) To or for the benefit of himself, his spouse or any of his parents, brothers, sisters, or natural or adopted descendants or the spouse of any such descendant.

2. **Partners' Right to First Refusal.**

a. No Limited Partner may transfer, sell, alienate, assign or otherwise dispose of all or any part of his interest, whether voluntarily, involuntarily or by operation of law, or at judicial sale or otherwise, without first offering the same in writing to the General Partners and, in the event the General Partners shall decline to purchase such interest, to the other Limited Partners, at a price and upon terms no less favorable than those which the selling Limited Partner is willing to accept from a third party (as evidenced by a bona fide offer received from such third party by such selling Limited Partner). Written notice of such offer shall be given to the General Partners, who shall have ten (10) days to accept or reject the same. If rejected, written notice shall be given to all other Limited Partners. Within fifteen (15) days after the receipt of such written notice, any Limited Partner may accept such offer by giving written notification to the selling Limited Partner. In the event two (2) or more Limited Partners so accept such offer and they are unable to agree as to the apportionment thereof, each such Limited Partner shall be entitled to purchase the percentage portion of the interest which his interest bears to the total of the interests of all the Limited Partners desiring to purchase the Interest.

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b. If the General Partners decline to purchase the interest and, within such fifteen (15) day period, no Limited Partners agree to purchase such interest on the terms and conditions provided in subparagraph (a) immediately above, the selling Limited Partner may, subject to the provisions of Paragraph 1 above, within forty-five (45) days from the day of expiration of such fifteen (15) day period, transfer his interest to such third party only on terms no less favorable to the selling Limited Partner than the terms at which such interest was offered to the other Limited Partners. If the interest is not so disposed of within the period of forty-five (45) days, the selling Limited Partner shall, before the disposition of his interest, be obligated first to reoffer such interest pursuant to this Paragraph 2.

c. The provisions of this Paragraph 2 shall not apply to any transfer or assignment of the interest of a bankrupt, deceased or incompetent Limited Partner or to the trustee, personal representative or guardian of his estate, but shall apply to such trustee, executor, administrator or guardian to the same extent that, under the circumstances of any particular transfer, sale, alienation, assignment, gift, bequest or other disposition, such provision would have applied to the bankrupt, deceased or incompetent Limited Partner.

3. **Assignees.** If a Partner dies, his personal representative or trustee, or, if he is adjudicated incompetent, his committee, guardian or conservator, or, if he becomes bankrupt, the

trust or receiver of his estate, shall have all the rights of a Limited Partner for the purpose of settling or managing his estate. The death, adjudication of incompetence or bankruptcy of a Limited Partner shall not dissolve the Partnership. The General Partner Interest of a General Partner who has retired, withdrawn, been adjudged insane or incompetent or bankrupt, or died may be deemed a Limited Partner Interest at the sole discretion of the surviving General Partner. In the event of the death of a General Partner without their being any surviving General Partners, all of the Limited Partners may agree, within 90 days after the death, to continue the Partnership, and elect one or more persons to be a General Partner or General Partner of the Partnership, the Partnership shall not dissolve.

4. **Substituted Partners.** The General Partners shall not have the right to assign their General Partner Interest, or any part thereof, except to an existing General Partner. The assignee of a Limited Partner shall have the right to become a substituted Limited Partner only with the consent of the General Partners. In the absence of the substitution as provided herein, any payment to a Partner or his personal representatives shall acquit the Partnership of all liability to any persons who may be interested in such payment by reason of any assignment by, or death of, such Partner.

ARTICLE VIII.
DISSOLUTION, LIQUIDATION AND
TERMINATION OF THE PARTNERSHIP

1. **Events Causing Dissolution.** The Partnership shall be dissolved, liquidated upon the happening of any of the following events:

- a. The election of the General Partner and of all Limited Partners to terminate the Partnership;
- b. On December 31, 2040; or
- c. Upon the death of all the General Partners, unless the Partnership is continued as provided in Article VII.
- d. The happening of any other event causing the dissolution of the Partnership under the laws of the State of Florida.

Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the Partnership's Certificate of Limited Partnership has been canceled and the assets of the Partnership have been distributed as provided in Paragraph 3 of this Article VIII.

Except in the event of the dissolution of the Partnership because of the sale, transfer or other disposition at one time of all or substantially all of the assets of the Partnership, all of the

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Limited Partners and any successor(s) in Interest to the General Partners, shall have the right, within sixty (60) days after the date of such event, to continue the business of the Partnership, in which case the Partnership shall terminate and the business of the Partnership shall be reconstituted in a successor Limited Partnership with one or more new General Partners, as such Limited Partners shall elect.

2. **Refinancing.** Upon any refinancing of Partnership property, the capital generated from this Major Capital Event shall be distributed first to retire all of the underlying indebtedness of the Partnership. The remaining capital, after satisfying all refinancing expenses, and subject to the retention of a cash reserve, which the General Partners in their sole discretion may determine to be reasonable for working capital, shall be allocated and distributed to the Partners pro rata to their capital contributions.

3. **Liquidation.** Upon dissolution of the Partnership, the assets of the Partnership shall be liquidated and the proceeds therefrom (after satisfaction of all debts and obligations of the Partnership) shall be distributed to the Partners pro rata to their capital contributions, provided, however, that, if the General Partners (who shall be the "Liquidating Agent") determine that an immediate sale of the assets would substantially diminish the value of the liquidating distributions, the sale of the assets may be delayed for a period not to exceed twelve (12) months following dissolution or the assets may be distributed in kind to the Partners pro rata to their capital contribution. Within thirty (30) days following dissolution, persons entitled to receive a majority of the distributions in liquidation may notify the General Partners or Liquidating Agent to refrain from sale of the non-liquid assets of the Partnership and to distribute in kind the assets of the Partnership. Notwithstanding the foregoing, in the event of the distribution of the non-liquid assets, all the persons entitled to receive assets in liquidating distributions may agree as to the assets to be distributed to each person.

ARTICLE IX.

MISCELLANEOUS PROVISIONS

1. **Appointment of the General Partners as Attorney-in-Fact.** Each Partner, by the execution of this Agreement, irrevocably constitutes and appoints the General Partners as his true and lawful attorney-in-fact with full power and authority in his name, place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of this Agreement, including but not limited to:

a. All certificates and other instruments (including counterparts of this Agreement), and any amendment thereof, which the General Partners deem appropriate to qualify the Partnership as a Limited Partnership in the jurisdictions in which the Partnership may conduct business or to reflect changes to Exhibit "A" hereof.

b. All instruments which the General Partners deem appropriate to amend

this Agreement or the Certificate of Limited Partnership connected herewith; and

c. All conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the Partnership.

The appointment by all Partners of the General Partners, as attorney-in-fact, shall be deemed to be a power coupled with an interest, in recognition of the fact that each of the Partners under this Agreement will be relying upon the power of the General Partners to act as contemplated by this Agreement in any filing and other action by him on behalf of the Partnership and shall survive the bankruptcy, death or incompetence of any Partner hereby giving such power and the transfer or assignment of all or any part of the Interests of such Partners; provided, however, that, in the event of the transfer by a Partner of all or any part of the Interest (as heretofore provided), the foregoing power of attorney of a transferor Partner shall survive such transfer only until such time as the transferee may be admitted to the Partnership and all required documents and instruments shall have been duly executed, filed, and recorded to effect such substitution.

2. **Amendments.**

a. Each Partner shall become a signatory hereof by signing such number of counterparts of this Agreement and such other instrument or instruments and in such manner, as the General Partners shall determine. By so signing, any new Partner shall be deemed to have adopted, and to have agreed to be bound by, all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until it shall have been signed by the General Partners.

b. If this Agreement shall be amended as a result of adding a General Partner, the amendment to this Agreement shall be signed by the General Partners and by the person to be added. If this Agreement shall be amended to reflect the designation of an additional or substituted Limited Partner, such amendment shall be signed by the General Partners and by such additional or substituted Limited Partner.

3. **Binding Provisions.** The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the respective parties hereto.

4. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Florida.

5. **Partners Independently Bound.** Partners shall become bound by this Agreement immediately upon affixing their signatures hereto, and independently of the signature of any other Partner.

6. **Counterparts.** This Agreement may be executed in several counterparts at different times and places, all of which together shall constitute an agreement binding on all parties

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hereto, notwithstanding that all the parties have not signed the same counterpart.

7. **Severability of Provisions.** Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

8. **Article and Paragraph Titles.** Article and Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9. **Notices.** All notices to Partners provided for in this Agreement shall be directed to the Partners at the addresses set forth in Exhibit "A" hereof (or to any changed address of which the Partnership has been notified in writing) and to the Partnership at its then principal office by registered or certified mail.

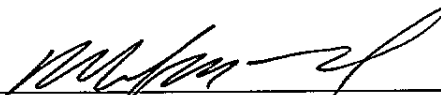
10. **Arbitration.** The General Partners hereof agree that the unanimous consent of all General Partners is required for all Partnership decisions and actions. In the event of a dispute over any Partnership decision or action which cannot be resolved by the unanimous consent of the General Partners, each General Partner hereby agrees to pick one arbitrator within forty-eight (48) hours of notice of said dispute and those two (2) arbitrators chosen will pick a third arbitrator within forty-eight (48) hours of their selection. That committee of three (3) arbitrators will then vote within seventy-two (72) hours of receiving the request to arbitrate, or as soon thereafter as possible, on the solution to the dispute and majority vote shall rule. The General Partners hereby agree to be bound by that majority vote and the dispute will thus be settled in accordance therewith. In the event a General Partner refuses to appoint an arbitrator or abide by the aforementioned majority vote, or in the event an attempt to arbitrate is not completed within seven (7) days of notice of the dispute, the entire dispute will be immediately turned over to the American Arbitration Association, whose decision will be binding on each General Partner and the Partnership. All expenses of any arbitration will be shared equally by the General Partners.

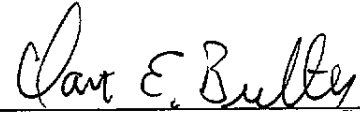
11. **Entire Agreement.** This Agreement contains the entire understanding among the parties and supersedes any prior understanding among the parties respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

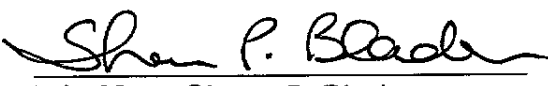
IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

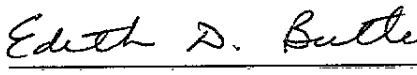
GENERAL PARTNERS:

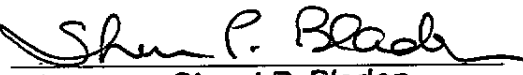

Print Name: MICHAEL M. HAMRICK


Clair E. Butler


Print Name: Sherri P. Bladen


Print Name: MICHAEL M. HAMRICK



Edith D. Butler



Print Name: Sherri P. Bladen

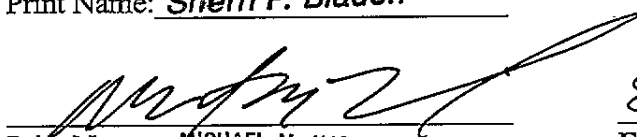
Signed, sealed and delivered
in the presence of:

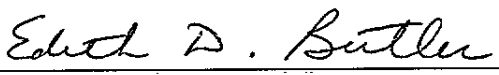
LIMITED PARTNERS:


Print Name: MICHAEL M. HAMRICK


Clair E. Butler


Print Name: Sherri P. Bladen


Print Name: MICHAEL M. HAMRICK


Edith D. Butler


Print Name: Sherri P. Bladen

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EXHIBIT "A"

GENERAL PARTNERS

<u>Name & Address</u>	<u>Partnership Control & Management</u>	<u>Percentage Interest</u>	<u>Capital Contribution</u>
Clair E. Butler 1903 22 nd Street West Bradenton, FL 34205	100%	1%	\$ 13,870
Edith D. Butler 1903 22 nd Street West Bradenton, FL 34205	100%	1%	\$ 13,870

LIMITED PARTNERS

<u>Name & Address</u>	<u>Partnership Control & Management</u>	<u>Percentage Interest</u>	<u>Capital Contribution</u>
Clair E. Butler 1903 22 nd Street West Bradenton, FL 34205	0%	49%	\$679,630
Edith D. Butler 1903 22 nd Street West Bradenton, FL 34205	0%	49%	\$679,630

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE; NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.061, Florida Statutes, the following is submitted, in compliance with said Act:

That **CLAIR BUTLER FAMILY LIMITED PARTNERSHIP**, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Certificate of Limited Partnership, at the City of Bradenton, County of Manatee, State of Florida, has named Clair E. Butler, located at 1903 22nd Street West, County of Manatee, State of Florida, as its agent to accept service of process within this State.

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ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated limited partnership, at the place designated in this certificate, I hereby accept said designation, and agree to comply with the provision of said Act relative to said capacity.

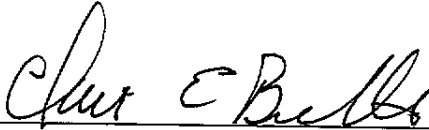
By: Clair E. Butler
Clair E. Butler
Registered Agent

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS FOR
CLAIR BUTLER FAMILY LIMITED PARTNERSHIP**

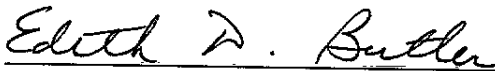
BEFORE ME, the undersigned authority, personally appeared Clair E. Butler and Edith D. Butler, who, being first duly sworn, deposes and says:

1. That they are the General Partners of the Clair Butler Family Limited Partnership, a Florida limited partnership.
2. That the amount of capital contributions to date of the Limited Partners is \$1,359,260.00.
3. That the above represents the total amount anticipated to be contributed by the Limited Partners.

FURTHER AFFIANTS SAYETH NOT.



Clair E. Butler




Edith D. Butler

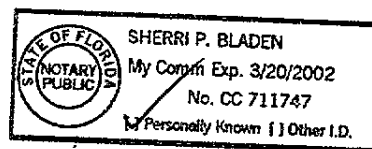
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SWORN TO AND SUBSCRIBED before me, this 20th day of January, 2000, by Clair E. Butler and Edith D. Butler who:

are personally known to me; or
 have produced the following identification: _____



Notary Public



**CERTIFICATE OF LIMITED PARTNERSHIP OF
CLAIR BUTLER FAMILY LIMITED PARTNERSHIP**

The undersigned General Partner, desiring to form a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Act as set forth in Florida Statutes §620.108, hereby state the following:

1. The name of the Limited Partnership is *Clair Butler Family Limited Partnership*.
2. The address of the office of the Partnership is 1903 22nd Street West, Bradenton, FL 34205.
3. The name and address of the agent for service of process for the Limited Partnership is:

Clair E. Butler
1903 22nd Street West
Bradenton, FL 34205

4. The names and business addresses of the General Partners are as follows:

Clair E. Butler
1903 22nd Street West
Bradenton, FL 34205

Edith D. Butler
1903 22nd Street West
Bradenton, FL 34205


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5. The mailing address of the Limited Partnership is 1903 22nd Street West, Bradenton, FL 34205.
6. The latest date upon which the Limited Partnership shall dissolve is December 31, 2040.

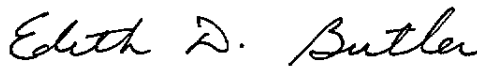
The execution of this Certificate by the undersigned General Partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed by the sole General Partner of this 20th day of January, 2000.

GENERAL PARTNERS:



Clair E. Butler



Edith D. Butler