

A000000000256

GEORGE E. DAY and DORIS M. DAY
23 Bayshore Drive
Shalimar, Florida 32579-2116

4th October 1999

800003007258--3

-10/06/99--01053--004
****315.00 ****157.50

Secretary of State
The Capitol
Tallahassee, FL 32399-0250

100003007241--6

-10/06/99--01053--004
****315.00 ****157.50

In Re: Certificate of Limited Partnership

As per our phone call today attached is our check number 3561 in the amount of \$
for filing fee.

100003007241--6

-02/04/00--01014--009
***1470.00 ***1470.00

George E. Day
GEORGE E. DAY

Doris M. Day
DORIS M. DAY

W99-23635

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
OCT 3 - 9 PM 12:00



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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

October 13, 1999

GEORGE E. DAY
23 BAYSHORE DRIVE
SHALIMAR, FL 32579-2116

SUBJECT: BUD VIKING LIMITED, LP
Ref. Number: W99000023635

We have received your document for BUD VIKING LIMITED, LP and your check(s) totaling \$315.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must add a limited partnership suffix to the name, such as LTD., LIMITED, or LIMITED PARTNERSHIP.

The name of the entity must be identical throughout the document.

Pursuant to section 620.108, Florida Statutes, an affidavit declaring the amount of the capital contributions of the limited partners and the amount anticipated to be contributed by the limited partners must accompany the certificate of limited partnership. The affidavit must be signed by all general partners.

The registered agent must sign accepting the designation.

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) 487-6094.

Agnes Lunt
Document Specialist

Letter Number: 799A00049490

GEORGE E. DAY SR.

DORIS M. DAY

23 Bayshore Dr.
Shalimar Florida 32579-2116

TELEPHONE (850) 243-1234
TELECOPIER (850) 664-5720
E-MAIL: Vikemisty@aol.com

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03 FEB -9 PM 12:00

November 4, 1999

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

Re. Certificate of Limited Partnership

To Whom It May Concern:

Enclosed please find the revised Certificate of Limited Partnership for BUD VIKING LIMITED. The changes requested in your letter dated October 13, 1999 (Letter Number 799A00049490, attached hereto) have been made.

Please return our copy in the self-addressed, stamped envelope. If you have any questions, do not hesitate to call.

Very truly yours,

Geo. E. Day, Sr.

George E. Day Sr.

Doris M. Day

Doris M. Day

GED:jb

Atch: Certificate of Limited Partnership x 2
Self-addressed, stamped envelope
FL Department of State Letter Number 799A00049490



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
90 FEB -9 PM 12:00

December 22, 1999

GEORGE E. DAY
23 BAYSHORE DRIVE
SHALIMAR, FL 32579-2116

SUBJECT: BUD VIKING LIMITED, LP
Ref. Number: W99000023635

We have received your document for BUD VIKING LIMITED, LP and your check(s) totaling \$157.50. However, the document has not been filed and is being retained in this office for the following:

You failed to make the correction(s) requested in our previous letter.

Pursuant to section 620.108, Florida Statutes, an affidavit declaring the amount of the capital contributions of the limited partners and the amount anticipated to be contributed by the limited partners must accompany the certificate of limited partnership. The affidavit must be signed by all general partners.

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) 487-6094.

Agnes Lunt
Document Specialist

Letter Number: 499A00059833

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ATTN: AGNES LUNT

FROM: GEORGE E. AND DORIS M. DAY

IN RE: BUD VIKING LIMITED, LP
Ref No: W 99000023635

LETTER NUMBER: 499A00059833

As per Mr. Day's phone call with Gretchen Harvey enclosed is our check in the amount of \$1,470.00. October 4th, 1999 we sent a check with the paperwork for \$315.00 which was cashed.

Thank you for all your help.

Sincerely,

Doris M. Day

Doris M. Day

AFFIDAVIT &
CERTIFICATE OF LIMITED PARTNERSHIP
of
BUD VIKING LIMITED,

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DIVISION OF CORPORATIONS
30 FEB -9 PM 12:00

This Certificate of Limited Partnership made this 28th day of September, 1999 between GEORGE E. DAY SR. and DORIS M. DAY ("General Partners") and the Bud Viking Living Trust ("Limited Partner"):

WITNESSETH:

ARTICLE I: FORMATION OF PARTNERSHIP

The parties agree to enter into this partnership to be formed under Section 620 the Florida Statutes, which shall govern the rights and liabilities of the parties except as expressed below.

ARTICLE II

NAME, PRINCIPAL OFFICE, AND MAILING ADDRESS

The business of the partnership shall be conducted under the name of **BUD VIKING LIMITED**. The principal office and the address of the General Partner and Registered Agent for service of process shall be George E. Day Sr., c/o 23 Bayshore Drive, Shalimar FL 32579-2116. The mailing address of the partnership is 23 Bayshore Drive, Shalimar FL 32579-2116.

ARTICLE III

NATURE OF BUSINESS

1. To purchase, lease, or otherwise acquire, sell, sublease or otherwise dispose of properties of every kind and nature, to operate a business in or expand any properties acquired, to manage businesses located on properties not owned by the Partnership, and generally to engage in the business of dealing in investment properties.
2. To conduct business, hold, mortgage, sell, convey, lease or otherwise dispose of real or personal property including franchises, patents, copyrights, trademarks, and licenses of the State of Florida, and in all other states and countries.
3. To contract debts and borrow money, issue, sell, or place bonds, debentures, notes and other evidences of debt, and execute mortgages,

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transfers of Partnership property, or other instruments to secure the payment of Partnership indebtedness.

4. To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge or otherwise acquire or dispose of shares of capital stock, bonds, securities, or other evidences of indebtedness created by any person, firm or corporation, and while the owner of such stock, exercise all of the rights, powers, and privileges of ownership, including the right to vote the stock.

5. To purchase the assets of any other person, firm, or corporation and engage in the same or other character of business.

6. To enter into, make, and perform contracts for any lawful purpose pertaining to the business of the Partnership without limit as to amount, with any person, firm, syndicate, association, corporation, or governmental entity, domestic or foreign.

7. To exercise all the powers of like partnerships confirmed by the laws of the State of Florida. The purposes listed above shall not limit or restrict this Partnership.

ARTICLE IV

NAMES, ADDRESSES, AND CONTRIBUTIONS OF PARTNERS

1. The names and addresses of the initial General Partners are:

<u>NAME</u>	<u>ADDRESS</u>	<u>CONTRIBUTION</u>
GEORGE E. DAY SR.	23 BAYSHORE DR. SHALIMAR FL 32579	Real property worth \$20,000
DORIS M. DAY	23 BAYSHORE DR. SHALIMAR FL 32579	Real property worth \$20,000

The amount contributed by the General Partner is property worth approximately Forty Thousand Dollars (\$40,000). The General Partner shall make no additional capital contributions.

The names, addresses, and amount contributed by the Limited Partner is as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>CONTRIBUTION</u>
BUD VIKING LIVING TRUST	23 BAYSHORE DR. SHALIMAR FL 32579	Real property worth \$760,000

Each of the Limited Partners shall make no additional capital contributions to the Partnership.

3. Nothing in this Agreement shall require any Limited Partner to make any further capital contributions in excess of their present capital contributions.

4. The liability of any Limited Partner for any debts or obligations of or to the Partnership at any time shall be limited to the amount then contributed by him or her to the capital of the Partnership and his or her share in the undistributed net profits.

ARTICLE V TERM

The term this Limited Partnership is to exist is twelve (12) years from the date of execution, unless sooner terminated under provisions of this Agreement. There shall be an automatic twelve (12) year renewal after the expiration of the first ten years unless the partners in writing make other agreement.

ARTICLE VI RIGHTS AND OBLIGATIONS OF GENERAL PARTNER

1. The General Partner shall have complete discretion in the management and control of the affairs of the Partnership and shall make all decisions affecting Partnership affairs unless otherwise provided in this agreement.

2. The General Partner shall manage and control the affairs of the Partnership to the best of his/her/its ability and use his/her/its best efforts to carry out the purposes of the Partnership.

3. The General Partner:

(a) Shall maintain at the expense of the Partnership complete and accurate records of all rights and interests acquired or disposed of by the Partnership, all correspondence relating to Partnership business, and records of all statements, bills and other instruments furnished the Partnership in connection with its business. The records shall be kept in the principal office for the periods customary in business. The Limited Partners shall have free access to all records at any time;

(b) Shall maintain at the expense of the Partnership adequate records and accounts of all operations and expenditures and furnish the Limited Partners an annual profit and loss

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statement and report information necessary for the Limited Partners' income tax returns;

- (c) May purchase at the expense of the Partnership liability, hazard, and other insurance to protect the Partnership properties and business;
- (d) May execute all documents or instruments which he deems appropriate in carrying out the purposes of the Limited Partnership;
- (e) May borrow money if necessary from individuals, banks, and other lending institutions for Partnership purposes, and pledge or mortgage properties of the Limited Partnership as security for the loans;
- (f) May hold the Partnership properties in the Partnership name, the name of the General Partner, or a nominee chosen by him if he deems the action appropriate; and
- (g) Shall be reimbursed for all expenses incurred in conducting the Partnership business and all costs associated with the development, organization, and operation of the Limited Partnership.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

1. No Limited Partner shall be personally liable for any debts or losses of the Partnership beyond the amount actually contributed by him to the capital of the Limited Partnership and his share of undistributed profits.
2. No Limited Partner shall take part in the management of the business or transact any business for the Limited Partnership.
3. No Limited Partner shall have the power to sign for or bind the Limited Partnership.

ARTICLE VIII

ASSIGNMENT OF LIMITED PARTNERSHIP INTERESTS

A Limited Partner may never assign his, her or its interests in the Limited Partnership without offering the Limited Partner's interest to the Partnership in accordance with the Buy-Sell Agreement attached to the Partnership Agreement. Any transfer of an interest in the partnership not made in accordance with the terms and conditions of that Buy-Sell Agreement is null and void. Should a transferee take its interest in violation of this section, the transferee owns no interest other than that of an Assignee, and shall not be considered a partner.

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ARTICLE IX

DISSOLUTION; WITHDRAWAL/TERMINATION OF LIMITED PARTNER;
LIQUIDATION; WITHDRAWAL/TERMINATION OF GENERAL PARTNER

1. Death, withdrawal or termination of a Limited Partner or the admission of a new Limited Partner shall not terminate the Partnership.
2. The General Partner may terminate the interest of a Limited Partner and expel him for any of the following reasons:
 - (a) Death, legal disability, or insolvency;
 - (b) Assignment by a Limited Partner of all or any part of his interest in the Partnership without the approval of the General Partner and not in accordance with the Partnership Buy-Sell Agreement;
 - (c) If the conduct of a Limited Partner tends to bring the Partnership into dispute or litigation, or his interest becomes subject to attachment, garnishment, claims of creditors in bankruptcy, or similar legal proceedings; and
 - (d) Failure to meet any material commitment to the General Partner in accordance with any written undertaking.
3. The Partnership shall be dissolved upon the happening of any of the following:
 - (a) By written consent of the General Partner and all Limited Partners;
 - (b) The death, bankruptcy, or adjudication of insanity or incompetence of the General Partner; provided, however, that the Limited Partners may select a successor to the General Partner within ninety (90) days;
 - (c) By any event which makes it unlawful for the Partnership business to be continued;
 - (d) By failure to elect a successor to the General Partner within ninety (90) days after notice has been given to the Limited Partners of the intent of the General Partner to withdraw;
 - (e) Upon disposition of all interests and assets; and
 - (f) For failure of the General Partner to meet any material commitment to the Partnership in accordance with any written undertaking.
4. Upon termination of a Limited Partner's interest, the cash surrender value of his interest shall be determined as of the beginning of the calendar quarter in which the termination occurred. The amount

determined shall be paid by the General Partner to him, his heirs or legal representative no later than two (2) years after the end of the quarter in which the Limited Partner is terminated. If the terminated Partner is not paid in within ninety (90) days of termination, the Partnership shall pay the terminated Partner eight percent (8%) simple interest on the principal remaining to be paid to the Partner until the debt is paid in full at the end of two years from the date of termination. The acceptance of such payment shall constitute an assignment and release all interests in the Partnership assets and affairs.

5. The cash surrender of a terminated Limited Partner's interest shall be determined as the sum of:

- (a) Cash on hand less five percent (5%); plus
- (b) Prepaid expenses and accounts receivable less five percent (5%); plus
- (c) Ninety percent (90%) of the net book value of all other assets.

However, if in the opinion of the General Partner or terminated Limited Partner, ninety percent (90%) of the net book value of any asset does not fairly represent market value less cost of sale, he may cause the fair market value less cost of sale to be determined by an independent appraiser; in which event the appraised market value less estimated cost of sale shall be utilized in lieu of ninety percent (90%) of the net book value.

The total value of assets provided above shall have deducted from it an amount equal to all debts and obligations of every kind and nature including accrued expense and other liabilities of the Partnership.

Cash surrender value of the terminated Limited Partner's interest shall be his proportionate share of the determined remainder.

ARTICLE X NATURE OF LIMITED PARTNER'S LIABILITY FOR CLAIMS AGAINST PARTNERSHIP

To further the intent of the parties that each Limited Partner shall be liable only for his share of contributed capital and undistributed profits, the parties agree as follows:

1. The General Partner shall arrange to prosecute, defend, settle, or compromise action at law or equity at the expense of the Partnership as may be necessary to enforce the Partnership interest.
2. The General Partner shall satisfy any liability judgment, decree, decision, or settlement, first out of any insurance proceeds available, next out of Partnership assets, and finally out of income of the General Partner.

3. The Limited Partnership to the extent of its assets indemnifies the General Partner against tort or contract liability resulting from good faith actions or omissions on his part.

ARTICLE XI
DISTRIBUTION OF PROFITS AND LOSSES

Net profits or net losses shall be distributed, after deducting the compensation to the General Partner, to the Limited Partners proportionate to their share of ownership.

ARTICLE XII
CONFLICT RESOLUTION

1. Any disputes, controversy or claim arising out of or relating to this Agreement shall be finally settled by arbitration in Shalimar, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement, though not necessarily under the auspices of the AAA. Judgment upon the award rendered by the arbitrator shall be entered in the Okaloosa County Circuit Court or any other court having jurisdiction thereof. The arbitration award shall include all costs, attorney fees, and other charges and damages deemed fair by the arbitrator. The partners agree that if the arbitrator rules in favor of one party over another party, the other party shall pay the winning party's reasonable attorney fees.

2. One arbitrator shall conduct the Arbitration. The arbitrator shall be selected by a panel of members, one to be appointed by each party within ten days' written notice by the noticing party that the noticing party is seeking resolution of a conflict under this arbitration provision. In the event that: (a) a party fails to appoint a member to determine the arbitrator within ten days of the mailing of written demand for arbitration, or (b) the panel fails to agree upon an arbitrator within ten (10) days of their first meeting, then any partner is authorized to seek appointment of the arbitrator from the Chief Judge of the Okaloosa County Circuit Court. It is necessary that the arbitrator is a licensed attorney, and the arbitrator shall be familiar with partnership business structures and practices. The parties agree that the award of the arbitrator shall be the sole and exclusive remedy between them regarding any claims, counterclaims, issues or accountings presented or pled to

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DIVISION OF CORPORATE
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the arbitrator; that it shall be made and shall promptly be payable in U.S. Dollars free of any tax, deduction or off-set; and that any cost, fees or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement.

3. This Article XII provides the sole recourse for the settlement of any dispute arising under or in connection with this Partnership. The parties shall and hereby agreed to indemnify each other against any award or judgment, which relates to this Agreement, made by any court, tribunal or arbitral panel of any kind, in any jurisdiction, except as provided in this Article XII.

4. This arbitration provision shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida.

ARTICLE XIII MISCELLANEOUS

1. If any provision of this Agreement, or the application of any provision to any person or circumstance, shall be held invalid, the remainder of the Agreement, or the application of such provision to any person or circumstance other than those to which it is held invalid, shall not be affected.

2. The Agreement shall be binding upon the parties, their successors, heirs, devisees, assigns, legal representatives, executors, and administrators.

3. To the extent permitted by law, each of the parties waives any right he may have to maintain an action of the nature of partition with respect to property held by the Partnership.

IN WITNESS WHEREOF, each of us has signed this Certificate this 28th day of September, 1999.


Geo. E. Day Sr.
GEORGE E. DAY SR.

Doris M. Day
DORIS M. DAY

BEFORE ME, the undersigned authority, personally appeared GEORGE E. DAY SR. and DORIS M. DAY, both of whom are known to me to be the persons named as General Partners and who executed the foregoing Certificate of Limited Partnership and acknowledged before me that they executed the same for the purposes therein set forth.

00 FEB - 9 PM 12:00
SECRETARY OF STATE
DIVISION OF CORPORATIONS

IN WITNESS WHEREOF, I have set my hand and seal this 28th day of
September, 1999.

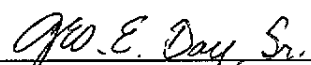
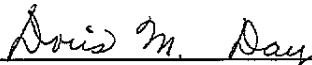


NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
DEBORAH A. BROOKS
COMMISSION # CC747787
EXPIRES 6/14/2002
BONDED THRU ASA 1-888-NOTARY1


FILED
NOTARY PUBLIC
SEP 29 1999
PM 12:00
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

for THE BUD VIKING LIVING TRUST, Limited Partner

 _____
GEORGE E. DAY SR.  _____
DORIS M. DAY

BEFORE ME, the undersigned authority, personally appeared GEORGE E.
DAY SR. and DORIS M. DAY, known to me to be the persons named as
Co-Trustees of the Limited Partner and who executed the foregoing
Certificate of Limited Partnership and they acknowledged before me that
they executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal this 28th day of
September, 1999.




NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
DEBORAH A. BROOKS
COMMISSION # CC747787
EXPIRES 6/14/2002
BONDED THRU ASA 1-888-NOTARY1

Registered Agent Acceptance

I agree to act as registered agent for BUD VIKING LIMITED, a Florida
Limited Partnership.

 _____
GEORGE E. DAY SR.