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1297 Hunting ton Ln Rockledge, Fl. 32955

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Office Use Only

CORPORATION NAME(S) & DOC	·UNICH I NUMBER(S), (II KROWR)	j:
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1. GARRL, L (Corporation Name)	(Document #)
2. (Corporation Name)	(Document #)
(Corporation Name)	(Document #)
4. (Corporation Name)  Walk in Pick up time Mail out Will wait  NEW FILINGS  Profit Not for Profit Limited Liability Domestication Other	Certified Copy  Certified Copy  Certificate Africates  AMENDMENTS  Amendment  Resignation of R.A., Officer/Director  Change of Registered Agent  Dissolution/Withdrawal  Merger  PECISTRATION/OUALIFICATION
OTHER FILINGS  Annual Report Fictitious Name	REGISTRATION/QUALIFICATION  Foreign Limited Partnership Reinstatement Trademark Other

**Examiner's Initials** 



## FLORIDA DEPARTMENT OF STATE

Katherine Harris Secretary of State

April 12, 2000

GARRL, LTD. 1297 HUNTINGTON LN ROCKLEDGE, FL 32955

SUBJECT: GARRL, LTD. Ref. Number: W00000009714

We have received your document for GARRL, 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):

Please submit an additional check for \$35.00, which is the amount due for your registered agent designation. Although it is contained in your document, the filing fee is separate from the \$52.50 you submitted.

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 of your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please (850) 487-6958.

Lee Rivers Document Specialist

Letter Number: 300A00020212

# AFFIDAVIT AND CERTIFICATE OF LIMITED PARTNERSHIP

OF

# "GARRL, LTD" A FLORIDA LIMITED PARTNERSHIP

The parties hereto do hereby certify that an Agreement was made effective the 23rd day of March

2000, at Rockledge, Florida by the following, herein called "General Partners":

Grady L. Goolsby and JoAnne Goolsby as joint tenants by the entireties

and by the following, hereinafter referred to as "Limited Partners": Grady L. Goolsby

Johne Goolsby Joshua R. Goolsby Jeanna R. Goolsby

### WITNESSETH:

The parties hereto, on the date described above, Formed a Limited Partnership pursuant to the provisions of the Florida State Limited Partnership Act.

- 1. Name. The name of this Limited Partnership is "GARRL, LTD".
- 2. <u>Business</u>. The general character of the Partnership business shall be to hold, develop and manage financial assets , and conduct a general business as thereto related.
- 3. <u>Principal Place of Business</u>. The location of the principal place of business of the Partnership is 1297 Huntington Lane, Rockledge, Florida 32955.
- 4. Registered Agent. The registered agent for service for this Limited Partnership is Grady L. Goolsby whose address is 1297 Huntington Lane, Rockledge Florida.
- 5. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

## GENERAL PARTNERS

Grady L. Goolsby and Jo Anne Goolsby as joint tenants by the entireties.

#### PLACE OF RESIDENCE

1297 Huntington Ln. Rockledge, Florida 32955

;

#### LIMITED PARTNERS

#### PLACE OF RESIDENCE

GRADY L. GOOLSBY JOANNE GOOLSBY JOSHUA R. GOOLSBY JEANNA R. GOOLSBY All of: 1297 Huntington Ln.
Rockledge, Florida 32955

APR 20 PM 12:1

- day of March , 2000 , and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.
- 7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.
- 8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership.
- 9. <u>Profits</u>. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.
- 10. Assignments. A Limited Partner shall have the right to sell his interest in the Partnership acting through the guardian, but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.
- 11. Additional Limited Partners. The General Partner may admit additional limited partners.
- 12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.
- 13. Continuance of Business. Upon the death, retirement or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.
  - 14. Property Other Than Cash. A Limited Partner may

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not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in cash. The initial capital contributions of the limited partners is \$100.00. No additional contributions of the Limited Partners have been agreed upon.

PARTNERS	Percentage <u>Interest</u>	Contributions
GRADY L. GOOLSBY AND JOANNE GOOLSBY AS GENERAL PARTNERS	2 ફે	-0-
GRADY L. GOOLSBY JOANNE GOOLSBY JOSHUA R. GOOLSBY JEANNA R. GOOLSBY	39% 39% 10% 10%	PILED  00 APR 20 PM I2: 47  00 00 SECRETARY OF STATE 444 TALLAHASSEE FLORIDA

GENERAL PARTNERS:

L GOOLSBY, as Reg. Agent

JOANNE GOOLSBY

LIMITED PARTNERS:

OANNE GOOLSBY

yeanna R. GEANNA R. GOOLSBY

GRADY GOOLSBY

JOSHUA R. GOOLSBY

STATE OF FLORIDA COUNTY OF BREVARD

On the 4 th day of Opril, 2000, personally appeared before me Grady L. Goolsby, Johna R. Goolsby, and Jeanna R. Goolsby, the signers of the within instrument, who duly acknowledge to me that they executed the same.

innimmer in the second of the Gloria A. Becker

Commission No. CC 645466

Commission Exp. 05/19/2001

Commission Exp. 05/19/2001 Bonded Through Fla. Notary Service & Bonding Co.

Gloria a. Becker
Notary Public
Personally known by me.