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CANDLER & COMPANY, INC.

Real Estate Development Consultants

One Third Bank Building

4099 Miami Fr., N., Suite 303

Naples, Florida 34102

(941) 262-3834 / (800) 932-3834

(941) 262-8307 Fax

asacandler@hotmail.com

Thursday, August 23, 2001

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

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*****52.50 *****52.50

Dear Sir/Madam:

Enclosed please find Amended Limited Partnership Agreement for Flamingo Island Market, LTD., along with a filing fee check in the amount of \$52.50. Please record this amendment.

Sincerely,

Candler & Company, Inc.



Asa W. Candler, III
President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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QR

FLAMINGO ISLAND MARKET, LTD.
Amended
LIMITED PARTNERSHIP AGREEMENT

This Amended Limited Partnership Agreement, which includes special limited partner provisions, is made on this 20th day of June, 2001, between and among Market Management, Inc., herein referred to as the General Partner, and the parties set forth on Schedule A, as amended from time to time, herein referred to as the Limited Partners. Unless otherwise specifically designated, the term "partner" includes each General Partner and each Limited Partner.

1. FORMATION

- 1.1. The parties form a Limited Partnership under the laws of the State of Florida, herein called the Partnership.
- 1.2. The parties to this Agreement shall immediately execute a Certificate of Limited Partnership, and cause the certificate to be filed in the appropriate office. During the term of this Partnership, the parties shall execute and cause to be filed amended certificates evidencing the formation and operation of this Limited Partnership whenever required under the laws of the State of Florida and of any other states where the Partnership shall determine to do business. The General Partner is authorized and empowered by the Limited Partner to prepare, file, and publish either the original or any amended or modified Certificates of Limited Partnership as may be necessary or desirable, and each Limited Partner specifically designates and appoints the General Partner as his or her attorney-in-fact for the exclusive purpose of signing and attesting to the original or amended Certificates of Limited Partnership. The creation of the foregoing power of attorney is coupled with an interest and shall be irrevocable.
- 1.3. The purposes of the Partnership shall be as follows:
 - (1) To engage in any business in which a partnership may legally engage, including, but not limited to, owning, developing, mining, real property, operating an incinerator and burning debris.
 - (2) To enter Partnership Agreements in the capacity of a General Partner or a Limited Partner. To become a member of a joint venture, or to participate in some other form of syndication for investment. To buy, sell, lease, and deal in services, personal property, and real property.

2. NAME AND PLACE OF BUSINESS: PARTNERS

- 2.1. The name of the Limited Partnership shall be Flamingo Island Market, Ltd., The business of the Partnership shall be conducted under this name and under any variations of this name that may be necessary to comply with the laws of other states within which the Partnership may do business or make investments.
- 2.2. The General Partner shall promptly execute and duly file with the proper offices in each state in which the Partnership may conduct the activities authorized in this Agreement, one or more certificates as required by the fictitious names law or similar statute in effect as to each state in which the activities are conducted.
- 2.3. The principal place of business shall be located at 4099 Tamiami Trail North, Suite 305, Naples, County of Collier, Florida, or at any other place or places the General Partner may designate. The General Partner may designate a new place of business by delivering a written notice to the Limited Partners. 847-15251
- 2.4. The General Partner of the Partnership shall be Market Management, Inc., whose principal place of business is 4099 Tamiami Trail North, Suite 305, Naples, Florida 34103, or any General Partner of the Partnership designated from time to time as the successor General Partner. Additionally, upon the written consent of no less than sixty-six and seven percent (66.7%) in Interests (as defined herein), not in number, of Limited Partners, additional partners may be admitted as General Partners under this Agreement. The other parties designated as Limited Partners on Schedule A shall be Limited Partners. The name and address of each General Partner and each Limited Partner shall be set forth on Schedule A, as amended from time to time.

3. TERM OF PARTNERSHIP

The Partnership shall commence on the date that a Certificate of Limited Partnership is duly filed as required by law, and shall continue in existence until January 1, 2020, unless sooner terminated, liquidated, or dissolved by law or as hereinafter provided.

4. CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS OF THE PARTNERS

4.1. Capital Accounts:

- (1) A separate "Capital Account" shall be maintained for each Partner in the manner provided in Treasury Regulation §1.704-1(b)(2)(iv). The capital contribution to the Partnership of each Partner ("Capital Contribution") and the distributive share of Partnership income (including income exempt from tax) and gain allocated to each Partner pursuant to this Agreement shall be credited to such Partner's Capital Account. The amount of cash, the fair market value of any property distributed to a Partner net of liabilities secured by such

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distributed property, and each Partner's distributive share of any Partnership loss and expenditures referred to in §705(a)(2)(B) of the Internal Revenue Code of 1986, as amended, ("Code") (or successor provision of the Code) allocated to such Partner pursuant to this Agreement shall be charged to such Partner's Capital Account. The balance in a Capital Account shall be referred to herein as the "Capital Account Balance." The terms "income", "gain", "loss", "deduction", and "credit" as used in this Agreement shall have the definitions provided in the Code.

(2) In any event, all allocations of income, gain, loss, or deduction shall be demonstrable by comparing (i) the manner in which distributions would be made if all Partnership Property were sold at its book value and the Partnership were liquidated pursuant to Section 13 immediately following the end of the taxable year to which the distribution relates, with (ii) the manner in which distributions would have been made if all Partnership Property were sold at its book value and the Partnership had been liquidated pursuant to Section 13 at the end of the prior taxable year. "Partnership Property or Properties" is defined to mean all interests, properties, assets, and rights of any character owned by the Partnership, including, without limitation, Partnership real properties and real property leases, equipment, equipment leases, license rights and contract rights.

- 4.2. Each Partner shall contribute cash to the Partnership in the amount of the Partner's Capital Contribution, as set forth in Schedule A, and in consideration of such Capital Contribution shall have the percentage interest ("Interest") in the Partnership during the term of the Partnership as set forth in Schedule A, as may be amended. No Partner shall have the right to withdraw or reduce his, her or its Capital Contribution except in accordance with this Agreement, nor shall any Partner have the right to demand or receive property other than cash in return for its Capital Contribution.

5. ALLOCATION OF NET PROFITS AND NET LOSSES; CASH DISTRIBUTIONS

- 5.1. Net profits of the Partnership ("Net Profits") and all items of income or gain of the Partnership shall be allocated among all Partners in proportion to their respective Interests as set forth in Schedule A, as revised from time to time.
- 5.1.1 Preferential Distributions. The "Special Limited Partners", and the Bonita I-75 Land Trust (the "Trust") as listed on Schedule A, are to receive a preferential annual distribution equal to ten percent (10%) of their outstanding Capital Contributions prior to any distribution or credit for Net Profits to the General Partners. After the special limited partners and the Trust partners have received their 10% preferred return for the calendar year, the General partners shall be entitled to a 10% return on its stated investment value per calendar year. Thereafter, all remaining profits and losses for the calendar year shall be distributed according to the ownership percentages shown on Schedule A.
- 5.2. Net Losses of the Partnership ("Net Losses), and all items of loss, deduction, or credit of the Partnership, shall be allocated among all Partners in proportion to their respective Interests as set forth in Schedule A, as revised from time to time. The Net Losses allocated pursuant to the section, however, shall not exceed the maximum amount of Net Losses that can be so allocated without causing any Limited Partner to have a deficit Capital Account Balance at the end of any fiscal year. If some, but not all, of the Limited Partners would have deficit Capital Account Balances as a consequence of an allocation of Net Losses, then the excess of Net Losses shall be allocated to the other Limited Partners with positive Capital Account Balances in proportion to their respective Interests, subject to the limitation above. All Net Losses in excess of this limitation shall be allocated to the General Partner.
- 5.4. Distributions of Distributable Cash shall be made in the same percentages provided in Section 5.01. "Distributable Cash" shall be deemed to be Partnership cash receipts from all sources, including interest earned on Partnership funds and cash proceeds of financing, minus all cash expenditures, including without limitation payments of operating cash expenses and principal and interest on any Partnership debt, all capital expenditures of the Partnership, and any reserves for working capital deemed necessary for the Partnership business in the sole discretion of the General Partner.
- 5.5. Notwithstanding any other provision of this Agreement, no Limited Partner shall be deemed, at any time or from time to time, to be entitled within the meaning of F.S. 620.146 to any distribution from the Partnership.
- 5.6. The aggregate Interest of the General Partner in each material item of Partnership income, gain, loss, deduction, or credit shall be equal to at least 1% of each such item during the existence of the Partnership.

OWNERSHIP OF PARTNERSHIP PROPERTY

- 5.7. All the real or personal property acquired by the Partnership shall be owned by the Partners as tenants in partnership. An individual Partner's right in Partnership property is not assignable, except in connection with the assignment of the rights of all the Partners in the same property.
- 5.8. The Partners hereby waive and forfeit, to the fullest extent permitted by applicable law, all rights arising out of any statute or by operation of law to seek, bring, or maintain in any court an action for partition pertaining to any asset of

the Partnership, or any action seeking dissolution of the Partnership, unless the General Partner has consented to such dissolution.

6. FISCAL MATTERS

- 6.1. The Partnership's books and records and all required income tax returns shall be kept or made on the calendar-year basis. The General Partner shall determine whether the cash or accrual method of accounting is to be used in keeping the Partnership records.
- 6.2. The General Partner shall keep at the principal place of business and make available to all Partners, at any time during normal business hours, just and true books of account and all other Partnership records. The copying by a Partner or by his or her designated agent of any part or all of the records, at the personal expense of that Partner, is specifically authorized. After the close of each calendar year of the Partnership, the General Partner shall furnish to all Partners a year-ending balance sheet for the Partnership and a full and detailed financial report on the business operations of the Partnership for and during the entire preceding year. In addition, the General Partner shall furnish to all Partners any additional information necessary to complete their federal and state income tax returns, including statements of the net distributable income or loss to each Partner from the operation of the Partnership. The cost of all of the above duties and services to be performed by the General Partner shall be deemed an expense of the Partnership.
- 6.3. The General Partner shall receive all money of the Partnership and shall deposit it in one or more Partnership bank accounts. All expenditures by the General Partner on partnership interests shall be made by checks drawn against the Partnership bank accounts. Withdrawals from the Partnership bank accounts shall be made on such signature or signatures as the General Partner shall authorize.

7. MANAGEMENT OF PARTNERSHIP AFFAIRS

- 7.1. The General Partner shall have sole and exclusive control of the Limited Partnership. Subject to any limitations expressly set forth in this Agreement, the General Partner shall have the power and authority to take any action from time to time as it may deem to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Limited Partnership, including without limitation the power to:
- (1) Acquire or dispose of real property or personal property (including any interest therein) for cash, securities, other property, or any combination thereof, upon such terms and conditions as the General Partner may, from time to time, determine (including, in instances where the property is encumbered, on either an assumption or a "subject to" basis);
 - (2) Acquire, own, hold, improve, manage, and lease any property, either alone or in conjunction with others through partnerships, limited partnerships, joint ventures, or other business associations or entities;
 - (3) Finance the Partnership's activities either with the seller of the property or by borrowing money from third parties, all on any terms and conditions the General Partner deems appropriate. In instances where money is borrowed for Partnership purposes, the General Partner shall be, and hereby is, authorized to pledge, mortgage, encumber, and grant a security interest in Partnership properties for the repayment of the loans;
 - (4) Employ, retain, or otherwise secure or enter into other contracts with personnel or firms to assist in the managing and general operation of the Partnership business and properties, including, but not limited to, workmen, supervisors and managers, independent contractors, attorneys, accountants, business consultants and engineers, all on any terms and for any consideration the General Partner deems advisable; and
 - (5) Take any and all other action that is permitted under applicable law and that is customary or reasonably related to the business of the Partnership.
- 7.2. The General Partner shall exercise ordinary business judgment in managing the affairs of the Partnership. Unless fraud, deceit, or a wrongful taking is involved, the General Partner shall not be liable or obligated to the Limited Partner for any mistake of fact or judgment made by the General Partner in operating the business of the Partnership which results in any loss to the Partnership or its Partners. The General Partner does not, in any way, guarantee the return of the Limited Partners' capital or a profit from the operations of the Partnership. The General Partner shall not be responsible to any Limited Partner because of a loss of his or her investment or a loss in operations, unless the loss was caused by fraud, deceit, or a wrongful taking by the General Partner. The General Partner shall devote such attention and business capacity to the affairs of the Partnership as may be reasonably necessary. In this connection, the parties hereby acknowledge that any General Partner may be the manager or general partner of other partnerships and may continue to manage other partnerships, and may continue to engage in other distinct or related businesses, whether or not competitive with the business of the Partnership.
- 7.3. All Partners recognize that sometimes there are practical difficulties in doing business as a Limited Partnership, occasioned by outsiders seeking to satisfy themselves relative to the capacity of the General Partner to act for and on behalf of the Partnership, or for other reasons. Therefore, the Limited Partners hereby specifically authorize the

General Partner to acquire all real and personal property, arrange all financing, enter contracts, and complete all other arrangements needed to effectuate the purposes of this Partnership, either in its own name or in the name of a nominee, without having to disclose the existence of this Partnership. If the General Partner decides to transact the Partnership business in its own name or in the name of a nominee, it shall place a written declaration of trust in the Partnership books and records that acknowledges the nominee's capacity in which it acts and the name of the true or equitable owner, being the Partnership.

- 7.4. Any General Partner may be removed by the affirmative vote of ninety-five percent (95%) in Interests, not in number, of the Limited Partners. Written notice of the General Partner's removal shall be served on the General Partner by certified mail. The notice shall set forth the day on which removal is to be effective. This date shall not be less than thirty (30) days after the service of the notice on the General Partner. Within thirty (30) days after an affirmative vote to remove a General Partner, the Limited Partners shall elect a new General Partner. A new General Partner shall be elected on the vote of the holders of sixty-six and seven percent (66.7%) of Interests, not in number, of the Limited Partners, at a special meeting called for that purpose. If a new General Partner is not elected within this period, the Partnership business shall be terminated and wound up in accordance with Section 13 below. The removal of a General Partner shall cause his, her or its interest in the Partnership to be converted to a Limited Partnership interest.
- 7.5. The General Partner, Market Management, Inc., will receive a monthly management and administration fee, and shall be entitled to reimbursement for any expenses paid by it arising out of the business of the Partnership. In addition, the president and CEO of Market Management, Inc. will be paid a salary for operational management services.

8. LIABILITIES

- 8.1. The liability of the General Partner arising from carrying on the business affairs or operations of the Partnership or for the debts of the Partnership is unrestricted. The liability of the Limited Partner with regard to the Partnership in all respects is restricted and limited to the amount of the actual capital contributions (and loans, if any) that each Limited Partner makes or agrees to make to the Partnership. Limited Partners cannot be assessed an additional capital contribution to the Partnership above that which each Limited Partner agrees to make to the Partnership. If additional capital contributions to the Partnership are required and are made by a General Partner, it shall not entitle the General Partner to a greater share of the profits or cash distributions of the Partnership than otherwise is provided for by this Agreement.
- 8.2. Nothing in this Agreement shall prevent or prohibit a General or Limited Partner loaning money to the Partnership on a promissory note or similar evidence of indebtedness for a reasonable rate of interest. Any Partner loaning money to the Partnership shall have the same rights and risks regarding the loan as would any person or entity making the loan who is not a Partner of the Partnership.

9. PROHIBITED TRANSACTIONS

During the time of the organization or continuance of this Limited Partnership, neither the General nor Limited Partners shall do any one of the following:

- (1) Use the name of the Partnership (or any substantially similar name) or any trademark or trade name adopted by the Partnership, except in the ordinary course of the Partnership business;
- (2) Disclose to any nonpartner any of the Partnership business practices, trade secrets, or any other information not generally known to the business community;
- (3) Do any other act or deed with the intention of harming the business operations of the Partnership;
- (4) Do any act contrary to this Agreement, except with the prior expressed approval of all Partners;
- (5) Do any act that would make it impossible to carry on the intended or ordinary business of the Partnership;
- (6) Confess a judgment against the Partnership; or
- (7) Abandon or wrongfully transfer or dispose of Partnership property, real or personal;

Further, the General Partner shall not use, directly or indirectly, the assets of this Partnership for any purpose other than carrying on the business of this Partnership for the full and exclusive benefit of all its Partners.

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10. RIGHTS AND OBLIGATIONS OF PARTNERS

10.1. Control and Limited Liability.

- (1) No Limited Partner shall take part in the control of Partnership business or transact any business on behalf of the Partnership.
- (2) When a Limited Partner has rightfully received the return in whole or in part of his, her or its Capital Contribution, such Partner nevertheless is liable to the Partnership for any sum, not in excess of such return with

interest, necessary to discharge Partnership liabilities to all creditors who extended credit or whose claims arose before such return as provided in F.S. 620.148.

- 10.2. No salaries shall be paid to any Limited Partner, nor shall any Limited Partner have a drawing account. No Limited Partner shall be entitled to the return of such Partner's Capital Contribution, except to the extent that distributions made pursuant to this Agreement may be considered as such by law and except upon termination of the Partnership as provided in this Agreement. No Limited Partner shall be entitled to receive interest on his, her or its Capital Contribution.
- 10.3. The Partners may take any action deemed necessary or desirable or determined to be in the best interest of the Partnership by majority vote in Interests, not in number, of the Partners, unless a higher percentage vote is required by this Agreement.
- 10.4. With respect to any matter requiring or contemplating any action or approval by the Partners pursuant to this Agreement or pursuant to law, such action or approval will be deemed to have been accomplished without a meeting if consents in writing setting forth the action to be taken are signed by the Partners existing as of the record date determined in the sole discretion of the General Partner and representing the requisite percentage of Partnership Interests for such approval, and such written consents are delivered to the General Partner.
- 10.5. Any one or more of the Partners may participate in any meeting of the Partners by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person at such meeting.
- 10.6. At any meeting of the Partners, a Partner may vote in person or by written proxy.

11. ASSIGNMENT BY PARTNERS

- 11.1. Generally. Provided that such action is in compliance with applicable state or federal securities laws and any other applicable laws and other agreements to which the Partnership is a party or by which the Partnership or any Partnership Property may be bound or subject, and upon approval by majority vote in Interests, not in number, of the Partners, a Partner may assign, hypothecate, or transfer all or part of the Interest thereof, to become effective as of the first day of the calendar month following the month in which such assignment, hypothecation, or transfer is executed. Such assignment, hypothecation, or transfer shall not release the Partner transferring an Interest from the obligations under this Agreement, nor shall it constitute the transferee a substitute Limited Partner unless the assignee delivers to the General Partner: (i) a counterpart of this Agreement executed by the assignee whereby the assignee evidences the intention to become a Limited Partner, and to be bound by the provisions of this Agreement; and (ii) an opinion of legal counsel acceptable to the General Partner that the proposed transfer does not violate applicable state or federal securities laws and any other applicable laws. In any event, any release of any Partner transferring an Interest under this Agreement shall be subject to the provisions of F.S. 620.117, 620.136 and 620.154.
- 11.2. Limitations. Except as provided in this Agreement, no assignment, hypothecation, or transfer of all or any part of any Interest (including without limitation any rights to income or other attributes of any Interest) shall be made by any of the Partners and the Partnership will not recognize any such attempt. No additional interests in Partnership capital and profits will be issued by the Partnership, if, in the opinion of counsel to the Partnership, when added to the total of all interests in Partnership capital and profits sold, exchanged, or issued within a period of twelve consecutive months prior thereto, such sale, exchange, or issuance could result in the Partnership not being taxed as a partnership, or the Partnership being terminated for tax purposes under the Code.
- 11.3. Economic Assignment. An assignee who does not become a substitute Limited Partner as provided herein has no right to require any information or accounting for Partnership transactions, to inspect the Partnership books, to seek judicial dissolution, to receive allocations and distributions the assignor may otherwise have received, or to exercise any voting or consensual rights, all of which shall be recognized by the Partnership as rights solely of the assignor.
- 11.4. Payment After Assignment. The Partnership shall, after the effective date of any assignment, hypothecation, or transfer, in accordance with Section 12.01, make all further allocations and distributions with respect to the Interest so assigned, to the assignee from the date such Interest is transferred on the books of the Partnership after compliance with the foregoing provisions.
- 11.5. Accountability to Assignees. No assignment, hypothecation, or transfer to more than one party, including assignment, hypothecation, or transfer of less than all of a Limited Partner's rights hereunder, shall require the Partnership to account to more than one party. The assignees or transferees shall designate in writing to the Partnership one party to act as their representative in all Partnership matters.
- 11.6. Allocation. In the event of an assignment of a Limited Partnership Interest in accordance with Section 12.01, allocation of items of Partnership income, gain, loss, deduction, and credit between the assignor and the assignee shall be based on the number of days in the particular year during which each such Limited Partnership Interest is

held according to Partnership records, or on any other basis deemed reasonable by the General Partner consistent with applicable United States Treasury regulations. Each Limited Partner shall be entitled to such allocation of income, gain, loss, deduction, and credit in computing taxable income or tax liability to the exclusion of any other party.

12. TERMINATION AND WINDING UP

- 12.1. General. The Partnership shall terminate upon the occurrence of any of the following events:
- (1) The dissolution of the General Partner, if a corporation (except a technical dissolution as a consequence of the transfer of all of the assets and liabilities of the General Partner to a successor entity in which the General Partner or its principals retain an interest, or a merger, consolidation, or other reorganization of the General Partner, all of which events expressly will not cause dissolution of the Partnership); or, if an individual, the General Partner's retirement or death; or the withdrawal of the General Partner, as defined in the Florida Revised Uniform Limited Partnership Act (1986), Chapter 620, Florida Statutes, as amended from time to time.
 - (2) The filing of a petition in bankruptcy against the General Partner if such petition is not dismissed within sixty (60) days of the date of filing;
 - (3) The expiration of the fixed term of the Partnership on January 1, 2020;
 - (4) The disposition of all Partnership Property; or
 - (5) The election of the General Partner to terminate the Partnership at any time.
- 12.2. The Limited Partner Retirement, Death, or Change in Status. The retirement, death, insanity, disability, bankruptcy, dissolution, or liquidation of a Limited Partner shall not dissolve the Partnership, nor shall the transfer of a Limited Partnership Interest dissolve or terminate the Partnership.
- 12.3. Effectiveness of Termination. Termination shall be effective on the date on which the event occurs giving rise to the termination, but the Partnership shall not wind up until the assets have been distributed pursuant to this Agreement.
- 12.4. Allocations upon Termination. Upon the termination of the Partnership:
- (1) Partnership Properties, or any portion of them, may be sold at the election of the General Partner if a price deemed reasonable by the General Partner may be obtained.
 - (2) The fair market value of any Partnership Properties that are not sold shall be determined, and the gain or loss that would have resulted had each such Partnership Property been sold for its fair market value shall be computed.
 - (3) Gain or loss realized on actual sales of Partnership Property and the gain or loss that would have been realized on sales of unsold Partnership Property computed as provided in (2) above, shall be allocated for federal income tax purposes among the Partners as provided in Section 5.01 of this Agreement and reflected in the Capital Accounts as provided in Section 4.01.
 - (4) Expenses of dissolution and liquidation shall be charged to the Capital Accounts of the Partners in proportion to each Partner's respective Interest.
 - (5) The Partnership Properties, or the proceeds from them in the event of a sale of all or a portion of them, shall be distributed as provided below in Section 13.05.
- 12.5. Distributions upon Termination. The proceeds of such sales, as well as other cash and any unsold Partnership Properties, upon termination of the Partnership shall be used as follows:
- (1) First, to pay or provide for all amounts owing by the Partnership to creditors including any Partner, but not any amount owed to a Partner solely in the capacity of a Partner, to the extent permitted by law in satisfaction of the liabilities of the Partnership whether by payment or by establishment of reserves for such payment.
 - (2) Second, to the setting up of any reserves that the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of any General Partner arising out of or in connection with the Partnership. Such reserves shall be paid over to any attorney of the State of Florida, or trust company, selected by the General Partner, as escrow, to be held for a period of not longer than three years, for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period, to distribute the balance remaining, as provided in this section.
 - (3) Third, upon liquidation of the Partnership (or any Partner's Interest) liquidating distributions shall, in all cases, be made in accordance with the positive Capital Account Balances of the Special Limited Partners, and the Limited Partners, and then the General Partner, which shall have an assumed beginning Capital Account of \$600,000, as determined after taking into account all Capital Account adjustments for the taxable year during which such liquidation occurs (other than those made pursuant to this sentence) by the end of such taxable year (or, if later, within ninety (90) days after the date of such liquidation), and in the same manner as provided in Section 5.02.
 - (4) Fourth, if the General Partner has a deficit balance in that Partner's Capital Account after allocation of gain or loss among the Partners as specified in Section 13.04 and after the payments and liquidating distributions specified above in this section have been made, the General Partner shall pay to the Partnership an amount equal to the

amount of the deficit balance in his or her Capital Account by the end of the taxable year in which the liquidation occurs, and the Partnership shall use that deficit Capital Account Balance payment first to pay amounts, if any, still owed to the Partnership's creditors and then to distribute the balance, if any, of the deficit Capital Account Balance payment in repayment of any remaining positive balances in other Partners' Capital Accounts.

- 12.6. Winding Up. The winding up of Partnership affairs and liquidation and distribution of its assets shall be conducted exclusively by the General Partner or, if the General Partner is unable or unwilling to act, by a trustee named by a majority vote in Interests, not in numbers, of the Partners (the "Trustee"). The General Partner or the Trustee is hereby authorized to do any and all acts and things authorized by law to effect such dissolution, liquidation, and distribution of the assets of the Partnership.

13. MISCELLANEOUS

- 13.1. This Agreement may be amended or modified by the Partners from time to time, but only by a written instrument executed by the General Partner and the Limited Partners.
- 13.2. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the respective addresses set forth in Schedule A or at such other addresses as may have been previously specified by written notice delivered in accordance with this Section.
- 13.3. Meetings of the Partners shall be held not less than fifteen (15) days nor more than thirty (30) days after receipt of written notice from the General Partner. The General Partner shall give notice of a meeting of the Partners at any time on its own choosing or within five (5) days after it shall receive written demand for a meeting from not less than sixty-six and seven percent (66.7%) in Interests, not in numbers, of the Limited Partners.
- 13.4. This Agreement shall be construed under and in accordance with the laws of the State of Florida.
- 13.5. The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the Partnership created by this Agreement.
- 13.6. The headings used in this Agreement are used for convenience only and do not constitute substantive matters to be considered in construing the terms of this Agreement.
- 13.7. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns where permitted by this Agreement.
- 13.8. If any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- 13.9. This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original.

IN WITNESS WHEREOF, each party has executed this Agreement or a counterpart of it as of the date below:

GENERAL PARTNER:
Market Management, Inc.

By: 

Date: June 20, 2001

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "A" TO LIMITED PARTNERSHIP AGREEMENT

FLAMINGO ISLAND MARKET, LTD

The percentage ownership, capital contribution, and percentage allocation of profits and losses of Flamingo Island Market, Ltd. Is as follows:

		<u>Percentage Ownership</u>
General Partner:		
MARKET MANAGEMENT, INC.		24%
Limited Partner:		
	<u>Capital Contribution</u>	
BONITA I-75 LAND TRUST	\$1,257,000	51%
Special Limited Partners:		25%

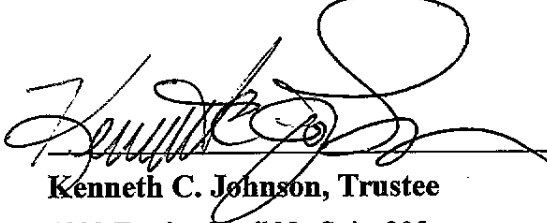
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**FLAMINGO ISLAND MARKET, LTD.
LIMITED PARTNERSHIP AGREEMENT**

Limited Partners' Signature Page

LIMITED PARTNER:

BONITA I-75 LAND TRUST



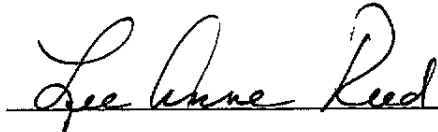
Kenneth C. Johnson, Trustee

4099 Tamiami trail N., Suite 305

Naples, Fl 34103

June 20, 2001 Date

Initial
SPECIAL LIMITED PARTNER:



Signature

8/20/01 Date

Name (Please Print in Bold Letters)

Address (Please Print in Bold Letters)

City, State, Zip, (Country and Postal Code non-US only)

Second Signature (only if more than one owner)

Signature

Name (Please Print in Bold Letters)

Complete address information below only if different from above.

Address (Please Print in Bold Letters)

City, State, Zip, (Country and Postal Code non-US only)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA