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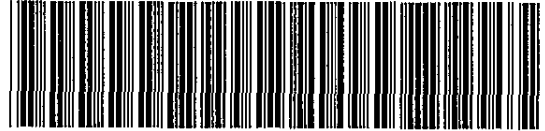
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CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. French Willow Farm Limited Partnership
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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NEW FILINGS

- ☒ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

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

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☒ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

*file
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Examiner's Initials

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
AND CERTIFICATE OF LIMITED PARTNERSHIP OF
FRENCH WILLOW FARM LIMITED PARTNERSHIP**

THIS AFFIDAVIT AND CERTIFICATE is executed on March 25, 2005, with respect to French Willow Farm Limited Partnership ("the Partnership").

1. Name. The Partnership's name is French Willow Farm Limited Partnership.
2. Partnership's Business. The Partnership may do all things not otherwise illegal under the laws of the State of Florida.
3. Registered Agent. The name and street address of the Partnership's registered agent is:

Howard A. Jacobs
4449 Bay Shore Road
Sarasota, FL 34234

4. Specified Office. The mailing address for the Partnership is:

4449 Bay Shore Road
Sarasota, FL 34234

5. Partner. The name and street address of the General Partner is:

Beverly Management LLC
4449 Bay Shore Road
Sarasota, FL 34234

6. Dissolution. The latest date on which the Partnership is to be dissolved and its affairs wound up is December 31, 2099.

7. Effective Date. The effective date of the filing of this Certificate with the Florida Department of State is the date of filing.

8. Capital Contributions. The amount of the capital contributions of the limited partners to date and the amount anticipated to be contributed by the limited partners is \$1,600,000.00.

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TALLAHASSEE, FLORIDA

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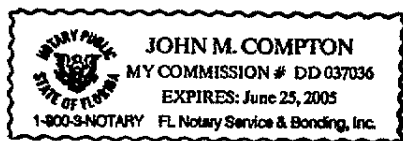
IN WITNESS WHEREOF, the undersigned sole General Partner declares, under penalties of perjury, that it has read the foregoing and the facts stated herein are true and correct as of the date hereof.

BEVERLY MANAGEMENT LLC,
a Florida limited liability company

By: _____
Howard A. Jacobs
As its: Managing Member
"General Partner"

STATE OF FLORIDA
COUNTY OF SARASOTA:

The foregoing instrument was acknowledged before me on March 25, 2005, by Howard A. Jacobs, Managing Member of Beverly Management LLC, a Florida limited liability company, General Partner, on behalf of the French Willow Farm Limited Partnership, a Florida limited partnership. He is (Notary choose one) [A] personally known to me, or [] has produced _____ as identification.



Signature of Notary Public
John M. Compton
Printed name of Notary Public

My Commission expires:

ACCEPTANCE OF REGISTERED AGENT

Pursuant to Section 620.105, Florida Statutes, the following is submitted:

That French Willow Farm Limited Partnership, desiring to organize as a limited partnership under the laws of the State of Florida with its initial registered office, as indicated in its Certificate of Limited Partnership, at 4449 Bay Shore Road Sarasota, FL 34234, has named Howard A. Jacobs as its agent to accept service of process within the State of Florida.

Having been named to accept service of process for French Willow Farm Limited Partnership at the place designated in this document, the undersigned agrees to act in that capacity and to comply with the provisions of the Florida Revised Uniform Limited Partnership Act, as amended, relative to keeping open the registered office. The undersigned is familiar with, and accepts the obligations of, Section 620.105, Florida Statutes.

DATE: 3/25, 2004.



Howard A. Jacobs

**LIMITED PARTNERSHIP AGREEMENT
OF
FRENCH WILLOW FARM, LLLP**

THIS LIMITED PARTNERSHIP AGREEMENT (the "Agreement") dated as of 3/25, 2005 (the "Effective Date"), is by and among the General Partners and the Limited Partners. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in Article 15, unless a contrary meaning is clearly intended:

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1: FORMATION AND GENERAL INFORMATION

1.1 Formation. The undersigned parties do hereby enter into this Agreement pursuant to the Act to form and establish a limited partnership (the "Partnership"). The General Partners shall file all documents and perform such other acts as are necessary or appropriate to comply with the legal requirements for the formation and operation of a limited partnership. The General Partners shall also file all documents and perform such other acts as are necessary or appropriate to qualify the Partnership as a limited liability limited partnership under the Act and the laws of all jurisdictions in which the Partnership transacts business.

1.2 Name. The name of the Partnership shall be "FRENCH WILLOW FARM, LLLP."

1.3 Purpose and Powers. The purpose of the Partnership shall be to conduct any business which a limited partnership may conduct. Unless otherwise specified in the Partnership's Certificate of Limited Partnership or this Agreement, the Partnership shall have the same powers as an individual to do all things necessary to carry out its business and affairs including, without limitation, the powers specified by the Act.

1.4 Principal Office and Partnership Records. The Partnership's principal office shall be 4449 Bay Shore Road, Sarasota, FL 34234, or at such other place as the General Partners may from time to time designate in writing to the Limited Partners. The Partnership may also maintain such other offices, at such other places, as the General Partners may deem advisable. The Partnership shall keep the partnership records required by F.S. § 620.106, as amended, at its principal office.

1.5 Partner Addresses. The business addresses of the Partners shall be those contained in Exhibit A, as amended, or as otherwise set forth in the other books and records of the Partnership. A Limited Partner may change his address by written notice to the General Partners, and each General Partner may change its address by written notice to the Limited Partners and the other General Partners, which notices shall become effective upon receipt.

1.6 Registered Agent. The name and address of the registered agent for service of process shall be Howard A. Jacobs, whose address is 4449 Bay Shore Road, Sarasota, Florida 34234.

ARTICLE 2: UNITS; CAPITAL CONTRIBUTIONS

2.1 Units. The ownership by a Partner of an interest in the Partnership shall be evidenced by Units. The number of Units owned by each Partner is shown on Exhibit A. Units may have varying rights as provided under this Agreement regardless of whether those rights are specifically identified on Exhibit A. Except as specified in this Agreement, no inference shall be drawn from the percentage ownership of Units concerning the relative rights of the Partners to distributions upon the liquidation of the Partnership, to distributions of Cash Flow, or otherwise.

2.2 Initial Capital Contributions by Partners. Each member shall contribute to the Partnership on the Effective Date (or other agreed upon date) the cash services or all of their right, title, and interest in the property described in Exhibit A. The Partners agree the fair market value of such contribution is the value stated in their respective Initial Capital Account Balance in Exhibit A.

2.3 Required Additional Contributions. The Partners shall not be required to contribute additional capital to the Partnership unless otherwise agreed by unanimous vote of the Partners.

2.4 Withdrawal of Capital. Prior to the dissolution and liquidation of the Partnership, no Partner shall be entitled to withdraw any part of such Partner's Capital Account, except for distributions made in accordance with this Agreement.

2.5 Interest Earned on Partnership Capital. Interest earned on Partnership funds shall inure to the benefit of the Partnership, and no Partner shall be entitled to receive interest, as such, on capital contributions made by the Partner.

2.6 Nature of Contributions. No Partner shall contribute any capital to the Partnership other than as provided in this Article. All capital contributions shall be made in cash, unless agreed to by the General Partners.

ARTICLE 3: ADVANCES AND LOANS FROM PARTNERS

3.1 Loans and Advances by General Partners. To the extent the Partnership has insufficient funds, the General Partners may advance or loan funds to the Partnership to provide such funds. Except as provided in Section 2.3, the General Partners are under no obligations to make such advances or loans.

3.2 Loans and Advances by Limited Partner. With the consent of the General Partners, any Limited Partner may also make advances or loans to the Partnership.

3.3 Terms. Unless all of the Partners consent, any such loans or advances shall be on commercially reasonable terms and shall be evidenced by promissory notes or otherwise documented on the books of the Partnership as loans.

3.4 Subordination. Except as otherwise provided herein, the obligation of the Partnership to repay Partners for any loans or advances shall not be subordinate in priority to its obligations to other creditors of the Partnership. The Partnership's obligation to repay Partners for any loans or advances shall, however, be superior to the rights in all respects of the Partners to receive distributions of Cash Flow or proceeds in liquidation of their Capital Accounts.

ARTICLE 4: DISTRIBUTIONS

4.1 Distributions of Cash Flow.

(a) Subject to Sections 4.2 and 4.3, Cash Flow resulting from the normal business operations of the Partnership (as distinguished from a Capital Event) shall be distributed to the Partners pro rata based on Units.

(b) Subject to Sections 4.2 and 4.3, Cash Flow resulting from a Capital Event shall be distributed between the Partners in accordance with the following order of priority:

(i) First, to those Partners with positive Capital Accounts, pro rata based on Capital Account balances, until no Partner has a positive Capital Account, provided that Capital Accounts shall be determined for this purpose after taking into account the effect of the Capital Event on such accounts and after taking into account any revaluation of such accounts relating to such Capital Event pursuant to Section 5.3(d).

(ii) Thereafter, to the Partners pro rata based on Units.

(c) The General Partners shall have absolute discretion as to the timing and amount of Cash Flow distributed under this Section.

4.2 Limitation on Distributions. A Partner may not receive a distribution from the Partnership to the extent that, after giving effect to the distribution, (i) all liabilities of the Partnership exceed the value of the

Partnership's assets, (ii) the Partnership would be unable to pay its debts as they become due in the ordinary course of business, or (iii) the distribution would cause an Adjusted Capital Account Deficit (taking into account all Capital Account revaluations pursuant to Section 5.3(d)) for the Partner. Cash which would be distributable to a Partner but for this Section shall be set aside and distributed to such Partner at the earliest time that none of the conditions preventing distributions under this Section are present.

4.3 Liquidating Distributions. Upon the dissolution of the Partnership in accordance with Article 13, the General Partners shall distribute the liquidation proceeds as provided below.

(a) Order of Distribution. The cash proceeds from the liquidation, when and as available, shall be applied in the following order of priority:

(i) Payment to Creditors. Payment to creditors of all debts, liabilities and expenses of the Partnership, including but not limited to sales commissions to any selling agent and any other expenses of liquidation, including debts and liabilities to Partners.

(ii) Reserves for Contingent Liabilities. To the establishment of such reserves as the General Partners may deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners in connection with the Partnership, except debts and liabilities to any Partner. The reserves shall be held and disbursed in payment of any contingent liabilities that may mature. At the end of such period as the General Partners deem advisable, any balance remaining shall be distributed in the order specified in this Section.

(iii) Payment to Partners of Capital Account Balances. Payment to the Partners of the positive balances in their Capital Accounts, if any; but if the amount available for distribution shall be insufficient to repay all Partners' Capital Account balances in full, then the amount available shall be paid to the Partners pro rata in proportion to their positive Capital Account balances. For this purpose, Capital Accounts shall be revalued utilizing the method set forth in Section 5.3(d) and shall be adjusted to reflect preceding distributions pursuant to this Section before determining the amount due to each Partner.

(iv) Remaining Proceeds. Any proceeds thereafter remaining shall be distributed to the Partners pro rata based on Units. It is not anticipated that distributions will be made based upon Units hereunder because the revaluation of Capital Accounts pursuant to Section 5.3(d) will cause distributions in accordance with positive Capital Account balances to completely liquidate the Partnership.

(b) Timing of Distributions. The General Partners shall use reasonable efforts to distribute the proceeds from a liquidation in the same calendar year in which the sale of Partnership assets occurs.

(c) Distribution In Kind. If a portion of the Partnership Property is to be distributed in kind to the Partners, then the General Partners shall revalue the Partnership Property and the Partners' Capital Accounts in accordance with Section 5.3(d). The General Partners may engage qualified independent appraisers to appraise any property interests to be distributed in kind, and the appraised value shall be considered the fair market value for purposes of valuing such distribution in kind. Any unrealized appreciation or depreciation of the assets shall be allocated among the Partners as if the property were sold for its fair market value and shall be taken into consideration in determining the balances in the Partners' Capital Accounts as of the date of liquidation. Distribution of any such assets in kind to a Partner shall be considered a distribution of an amount equal to the asset's fair market value for purposes of this Section.

4.4 Claims. None of the Partners shall have the right to require distributions of Cash Flow or to demand distribution in kind at any time or for any reason whatsoever, except in accordance with this Article. Each Partner shall look solely to the assets of the Partnership for all distributions with respect to the Partnership and the return of his capital contributions thereto.

ARTICLE 5: PROFITS, LOSSES, AND ACCOUNTING

5.1 Profits and Losses.

(a) Allocation of Profits and Losses. After taking into account the regulatory allocations set forth in Section 5.1(b), taking into account the allocations required pursuant to Section 5.1(c), and then taking into account the special allocations set forth in Section 5.1(d), Net Profit or Net Loss of the Partnership (including without limitation profits and losses attributable to the sale or other disposition of all or any portion of the Partnership Property) shall be allocated among or borne by the Partners for Federal income tax purposes as follows:

(i) A Net Loss shall be allocated (A) first pro rata based on Units, except that to the extent an allocation pursuant to this Section 5.1(a)(ii)(A) would cause an Adjusted Capital Account Deficit of one or more Partners; and (B) then among the Partners for whom an allocation of Net Loss would not cause such a deficit pro rata based on Units.

(ii) A Net Profit shall be allocated among the Partners (A) first in proportion to the most recently preceding prior allocations pursuant to Section 5.1(a)(i), until the cumulative profits allocated pursuant to Section 5.1(a)(ii)(A) equal the cumulative losses allocated to the Partners pursuant to Section 5.1(a)(i); and (B) then in proportion to the number of Units held by each Partner.

(b) Regulatory Allocations. In order to comply with the partnership tax rules set forth in the Treasury Regulations regarding allocations of income, gain, loss, and deductions attributable to nonrecourse liabilities, and allocations where Partners are not liable to restore deficit capital accounts, the following rules shall apply:

(i) Nonrecourse deductions (as defined in Treasury Regulation Section 1.704-2(c)) shall be allocated to and among the Partners pro rata based on Units and shall be allocated separately from items that are not nonrecourse deductions, and partner nonrecourse deductions (as defined in Treasury Regulation Section 1.704-2(i)(2)) shall be allocated in the manner required by Treasury Regulation Section 1.704-2(i)(1).

(ii) Items of Partnership gross income and gain shall be allocated among the Partners to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Sections 1.704-2(f) and 1.704-2(i) of the Treasury Regulations.

(iii) Items of Partnership gross income and gain shall be allocated among the Partners to the extent necessary to comply with the qualified income offset provisions set forth in Treasury Regulations Section 1.704-1(b)(2)(ii)(d), relating to unexpected deficit capital account balances (after taking into account (A) all capital account adjustments prescribed in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and (B) each Partner's share, if any, of the Partnership's "partnership minimum gain" and "partner nonrecourse minimum gain" as provided in Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5)).

(c) 704(c) Allocations. Income, gain, loss, and deductions attributable to property contributed to the Partnership by a Partner (or to the extent otherwise required by Treasury Regulation Section 1.704-3) shall be allocated among the Partners so as to take into account any variation between the tax basis of the property and the fair market value thereof at the time of contribution, in accordance with the requirements of Section 704(c) of the Code and the applicable Treasury Regulations thereunder.

(d) Special Interest Allocation. In the event the Partnership is entitled to a deduction for imputed interest under any provisions of the Code on any loan or advance from a Partner, such deduction shall be allocated solely to such Partner. Amounts specially allocated pursuant to this paragraph (d) shall be subtracted from a Net Profit or Net Loss allocated pursuant to Section 5.1(a).

(e) Remedial Allocations. The allocation method set forth in this Section is intended to allocate Net Profits and Net Losses to the Partners for Federal income tax purposes in accordance with their economic interests in the Partnership while complying with the requirements of Code Section 704(b) and the

Treasury Regulations promulgated thereunder. If, in the reasonable opinion of the General Partners, the allocations of Net Profits or Net Losses pursuant to this Section do not otherwise (i) satisfy the requirements of Code Section 704(b) and the Treasury Regulations thereunder, (ii) comply with any other provisions of the Code or Treasury Regulations, or (iii) properly take into account any expenditure made by the Partnership or transfer of a Partnership interest, then notwithstanding anything to the contrary herein, Net Profit and Net Loss shall be allocated in such manner as the General Partners reasonably determine (subject to their fiduciary duty to the Partners) to be required so as to reflect properly (i), (ii), or (iii) described above, as the case may be, and the General Partners shall have the right to effect any such change in the method of allocating Net Profits and Net Losses; provided, however, that any change in the method of allocating Net Profits and Net Losses shall not materially alter the economic arrangement among the Partners.

5.2 Accounting.

(a) The Partnership books shall be kept using a generally accepted, reasonable method of accounting (whether or not such method comports with Generally Accepted Accounting Principles) consistently applied.

(b) The fiscal year of the Partnership shall end on December 31.

5.3 Partners' Capital Accounts.

(a) There shall be maintained a Capital Account for each Partner in accordance with this Section. The fair market value of each Partner's contribution of cash and property to the capital of the Partnership shall be credited to such Partner's Capital Account. From time to time, but not less often than annually, each Partner's share of profits, losses and distributions shall be credited or charged, as the case may be, to such Partner's Capital Account. The determination of a Partner's Capital Account, and any adjustments thereto, shall be made in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(iv).

(b) Immediately following the transfer of any interest in the Partnership, the Capital Account of the transferee shall succeed to the Capital Account of the transferor attributable to the transferred interest.

(c) For purposes of computing the amount of any item of income, gain, deduction or loss to be reflected in the Partner's Capital Account, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for Federal income tax purposes, taking into account any adjustments required by Code Section 704(b) and the applicable Treasury Regulations thereunder. Notwithstanding the foregoing, except as specifically required by Code Section 704(c) and the Treasury Regulations, no adjustment shall be made to a Partner's Capital Account for Federal income tax items specially allocated to a Partner pursuant to Code Section 704(c).

(d) The Capital Accounts of the Partners shall be revalued in accordance with the rules set forth in Treasury Regulation Section 1.704-1(b)(2)(iv)(f) upon the occurrence of any event (a "Revaluation Event") specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(f)(5). For the purposes of the preceding sentence, the grant of a profits interest in the Partnership shall be treated as a Revaluation Event. The General Partners shall have the power to make all determinations required by Treasury Regulation Section 1.704-1(b)(2)(iv)(f) upon the occurrence of a Revaluation Event. Upon such a revaluation, each Member's Capital Account shall be adjusted in the same manner as if the Company had recognized Net Profits or Net Losses, as the case may be, upon a sale of all its property for cash at fair market value, and all subsequent distributions of Cash Flow shall be made as if such Net Profits or Net Losses had actually been recognized.

5.4 Tax Matters and Elections.

(a) The General Partners will take all action required to cause the Partnership to be taxed as a partnership under the Code and applicable state law. Notwithstanding the immediately preceding sentence and anything to the contrary herein, if the Partnership is treated as having only one owner for all income tax purposes, the Partnership shall instead be taxed as a disregarded entity and any provision of this Agreement which exists

solely for the purpose of facilitating the Partnership's function as a partnership for income tax purposes shall not apply until such time that the Partnership is treated as having more than one owner for such income tax purposes.

(b) The General Partners shall designate a Partner who shall be the "Tax Matters Partner" within the meaning of the Code. The initial Tax Matters Partner shall be BEVERLY MANAGEMENT LLC, a Florida limited liability company.

(c) The General Partners, in their sole discretion, may cause the Partnership to elect to allocate Partnership Net Profits and Net Losses to the Partners in accordance with the portion of the year during which the Partners have held their respective Units in a manner consistent with the proration allocation method set forth for Federal income tax purposes in Code Section 706(d) and Treasury Regulation Section 1.706-1(c)(2)(ii). The Partners will cooperate with the General Partners to effect such an election if such election is duly authorized by the General Partners.

(d) The General Partners, in their sole discretion, may cause the Partnership to elect pursuant to Code Section 754 and the Treasury Regulations thereunder to adjust the basis of Partnership assets as provided in Code Sections 743 or 734.

(e) If any of the Partners are foreign persons, the General Partners shall withhold and pay Federal income tax on each foreign Partner's distributive share in accordance with Sections 1445 and 1446 of the Code and the Regulations thereunder relating to foreign partners. Each tax payment shall be treated as a distribution to the foreign Partner under this Article. The General Partners may delegate this responsibility directly to the Partners.

ARTICLE 6: MANAGEMENT; GENERAL PARTNERS

6.1 Authority and Power. The General Partners shall have full, exclusive, and complete authority and discretion to manage and control the business of the Partnership for the purposes herein stated and shall make all decisions affecting the business of the Partnership, including, without limitation, any decision to sell all or substantially all of the Partnership's assets, even if such sale or disposition makes it impossible for the Partnership to carry on its ordinary business. Any person dealing with the Partnership may conclusively rely on a certificate signed by the General Partners as to identity and authority to act on behalf of the Partnership and without further inquiry may rely upon the authority of the General Partners to perform any act or execute and deliver any instrument for the Partnership. Except as expressly set forth in this Agreement, the General Partners shall have all the rights and powers which may be possessed by a General Partner pursuant to the Act (including the power to add new Limited Partners and to elect to continue the Partnership in the event of a Withdrawal or removal of a General Partner).

6.2 Limitation Upon Rights and Powers of the General Partners.

(a) Unlawful Acts. The General Partners shall not have the authority to do any act expressly prohibited by the Act or by other law.

(b) Consent of Limited Partners Required. Except as expressly permitted by this Agreement, the General Partners shall not have the authority to do any of the following acts without the prior consent of the Limited Partners:

(i) file or consent to the filing of a petition for or against the Partnership under any federal or state bankruptcy, insolvency, or similar law, or execute or deliver any general assignment for the benefit of the creditors of the Partnership;

(ii) confess a judgment against the Partnership; or

(iii) make a non-pro rata distribution; provided, however, that for this purpose the Units of the Partners receiving a non-pro rata distribution shall not be entitled to vote.

(c) Unanimous Consent of Partners Required. Except as expressly permitted by this Agreement, the General Partners shall not have the authority to do any of the following acts without the prior unanimous consent of the Partners;

- (i) any act in contravention to this Agreement;
- (ii) any act that would cause the Partnership to become taxable as an association;
- (iii) any act that would subject any Limited Partner to personal liability for acts of the Partnership or a General Partner without that Limited Partner's written consent; or
- (iv) possess or assign rights in Partnership Property for other than a Partnership purpose.

6.3 Duties of General Partners.

(a) The General Partners shall manage and control the affairs of the Partnership to the best of their ability.

(b) The General Partners shall owe a duty of loyalty and duty of care to the Partnership and the Partners as provided by the Act, except as provided in this Agreement.

(c) The General Partners shall devote so much of their time to the business of the Partnership as they shall, in their discretion exercised in good faith, determine to be necessary to conduct the business of the Partnership for the benefit of the Partnership and the Partners. The General Partners shall not be required to devote full time to such duties.

6.4 Number. There shall initially be one General Partner. If at any time there is one General Partner, then any reference in this Agreement to the "General Partners" shall nevertheless refer to the single General Partner.

6.5 Withdrawal of General Partner. Transfer of General Partner's Interest. Admission of New General Partner.

(a) A General Partner may voluntarily withdraw from the Partnership upon 7 days' prior written notice to the Partners.

(b) Upon Withdrawal, a General Partner shall cease to be a General Partner, but shall continue to own the Units held immediately prior to Withdrawal and shall continue to be entitled to the rights associated therewith, including the right to receive allocations of Net Profits and Net Losses, distributions of Cash Flow, and liquidating distributions, except in the case of a Withdrawal effected by a transfer or assignment of General Partner's interest in compliance with this Agreement, in which case the right to receive such allocations and distributions shall belong to the assignee or transferee.

(c) Unless it has first received the written consent or affirmative vote to do so from all the other General Partners and Limited Partners holding more than 75 percent of the outstanding Units, the General Partners shall not admit an additional General Partner, and a General Partner shall not voluntarily transfer or assign a portion of its interest as General Partner except to someone who already is a General Partner.

(d) A transferee or assignee of all or any part of a withdrawing General Partner's Units shall become a General Partner to the extent of the interest assigned, provided that any required consent of the Partners for such transfer or assignment has been obtained pursuant to this Section.

6.6 Officers. The General Partners may appoint or elect a Partner or any other individual to serve as an officer of the Partnership for such term as they may designate. The Partnership may have a president, one or more vice presidents, a secretary, a treasurer, and such other officers as the General Partners shall designate. The General Partners may also contract with related or unrelated persons for management services to be provided by individuals serving in such capacities. An officer shall have the same authority and responsibility with respect to the

Partnership as the corresponding officer of a Florida corporation would have with respect to the corporation. Such authority and responsibility shall be in addition to any authority and responsibility the officer may have as a General Partner or Limited Partner of the Partnership.

6.7 Management Fees; Reimbursement. The General Partners and any officers shall be reimbursed for all reasonable expenses incurred in managing the Partnership and shall be entitled to reasonable compensation for their services as General Partners or as officers, as the case may be, in an amount to be determined from time to time by the General Partners.

6.8 Other Business.

(a) The Partners and their affiliates (and the shareholders, officers, directors, partners, trustees, and employees of any Partner or affiliate) (collectively, the "Interested Parties") may have interests in businesses other than the Partnership. Neither the Partnership nor any Partner shall have a right to the income or proceeds derived by the Interested Parties from such other business interests, and even if they are competitive with the Partnership's business, such business interests shall not be deemed wrongful or improper.

(b) None of the Interested Parties shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership, and the Interested Parties shall have the right to take for their own account or to recommend to others any such particular investment opportunity.

(c) The Partnership may contract with any Interested Parties to provide goods to or perform services for the Partnership; provided, however, that the terms and conditions thereof shall be competitive with the terms which reasonably could be obtained from non-affiliated persons supplying comparable goods or performing comparable services. In addition, the Partnership may enter into joint ventures or similar arrangements with Interested Parties.

6.9 Bank Accounts. All funds of the Partnership shall be deposited in one or more bank accounts in such banking institutions as the General Partners shall determine, and all withdrawals against such accounts shall require two signatures and be made by check, draft or other written order drawn by the General Partners or its properly delegated agents.

ARTICLE 7: RIGHTS OF LIMITED PARTNERS

7.1 Limited Liability of Limited Partners. No Limited Partner shall be liable for any of the losses, debts or obligations of the Partnership, or be required to contribute any capital beyond that required under Article 2; provided, however, that a Limited Partner may be required by the Act to return any or all of that portion of his capital contribution which has been distributed to him to the extent such distribution violated the terms of this Agreement or under such other circumstances as may be required by the Act.

7.2 Limitation Upon Limited Partners' Authority. Except as specifically provided for in this Agreement, no Limited Partner, as such, shall take part in the management of the business, transact any business for the Partnership, or have the power to sign for or to bind the Partnership to any agreement or document, such powers being vested solely and exclusively in the General Partners. No Limited Partners shall be entitled to vote on any action except as specifically provided in the Act or this Agreement. No action taken or attempted to be taken by one or more of the Limited Partners shall be effective or binding upon the Partnership (i) if a court of competent jurisdiction in the State of Florida has held that the taking of such action would result in the loss of limited liability of the Limited Partners, or (ii) if the Partnership receives an opinion of counsel (obtained by General Partners or any Limited Partner), satisfactory to the Limited Partners holding more than 50 percent of the outstanding Units, to the effect that the taking of such action would result in the loss of limited liability of the Limited Partners.

7.3 Removal of General Partner. Upon the written consent or affirmative vote of Limited Partners holding more than 75% of the outstanding Units, a General Partner may be removed for cause; provided, however, that if no General Partner would remain after the removal, a successor General Partner may be elected prior to such removal by Limited Partners holding more than 75 percent of the outstanding Units, and such successor General

Partner shall have the right to continue the business of the Partnership as provided in the Act following the removal of the General Partner. Anything herein to the contrary notwithstanding, if a General Partner or any Affiliate of a General Partner has guaranteed any indebtedness of the Partnership, such General Partner shall not be removed unless and until such guarantor is released from all its guaranties of Partnership indebtedness. Removal for cause as used herein shall mean a final judicial determination not subject to further appeal that a General Partner was grossly negligent in the performance of its obligations under this Agreement, willfully disregarded material obligations imposed upon it by this Agreement, or committed a fraud upon the Limited Partners or the Partnership to the detriment of the Limited Partners or the Partnership. In the event that a General Partner is removed for cause, a General Partner shall retain ownership of its Partnership interest and shall be entitled to the rights (other than voting and management rights) associated therewith, including the right to receive any further allocations or distributions from the Partnership with respect thereto.

7.4 Admission of Successor or Additional General Partner. Each of the Limited Partners, by the execution of this Agreement, hereby consents to the admission as a General Partner of any person who is elected as a successor or additional General Partner pursuant to this Agreement or who becomes a General Partner by means of a transfer or assignment by General Partner of all or a portion of its interest as General Partner made in compliance with the requirements of this Agreement, and the admission of such person shall, without any further consent or approval of the Limited Partners, be an act of all of the Limited Partners.

7.5 No Right of Withdrawal. No Limited Partner shall be entitled to withdraw from the Partnership.

ARTICLE 8: MEETINGS OF PARTNERS

8.1 Voting Rights. Whenever the Partners are entitled by this Agreement or by the Act to vote on a particular matter, each Partner shall be entitled to cast one vote for each Unit held. Unless otherwise required by this Agreement or the Act, (i) any action to be taken by the General Partners shall require the affirmative vote or written consent of the General Partners holding more than 50 percent of the outstanding General Partner Units entitled to vote, (ii) any action to be taken by the Limited Partners shall require the affirmative vote or written consent of the Limited Partners holding more than 50 percent of the outstanding Limited Partner Units entitled to vote, and (iii) any action to be taken by the Partners shall require the affirmative vote or written consent of the Partners holding more than 50 percent of the outstanding Units entitled to vote.

8.2 Regularly Scheduled Meetings. The Partnership may hold meetings pursuant to a schedule promulgated by the General Partners and distributed to the Partners each year. Such meeting shall be held at the principal office of the Partnership, or at such other place as may be reasonably designated by the General Partners. If a meeting is adjourned to another time or place, and if any announcement of the adjournment of time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting. Nothing herein shall be interpreted to require that the Partnership to hold meetings.

8.3 Special Meetings. Meetings of the Partners, for any purpose, may be called by the General Partners, and a meeting shall be called by the General Partners upon receipt of a request in writing signed by the Partners holding more than 75 percent of the outstanding Units. Such request shall state the purpose of the proposed meeting and the business to be transacted. Such meeting shall be held at the principal office of the Partnership, or at such other place as may be reasonably designated by the General Partners. Unless waived, notice of any such meeting shall be sent to all the Partners in the manner prescribed in this Agreement within 10 days after receipt of such request and no fewer than 10 days or more than 60 days before the date of such meeting. The notice shall state the purpose or purposes of the meeting. If a meeting is adjourned to another time or place, and if any announcement of the adjournment of time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting. Upon receipt of a request in writing signed by the Partners holding more than 75 percent of the outstanding Units, the General Partners shall submit any matter upon which the Partners are entitled to act to the Partners for a vote by written consent without a meeting.

8.4 Quorum. The presence in person or by proxy of Partners holding more than 50 percent of the outstanding Units entitled to vote shall constitute a quorum at all meetings of the General Partners or the Partners; provided, however, if there be no such quorum, Partners holding more than 50 percent of the Units represented (or

their proxies) at the meeting may adjourn the meeting from time to time without further notice, until a quorum shall have been obtained.

8.5 Proxies. To the extent permitted by the Act, each Partner may authorize any person or persons to act for him by proxy in all matters in which a Partner is entitled to participate. Every proxy must be signed by the Partner or his attorney-in-fact. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Partner executing it.

8.6 Action by Written Consent. In lieu of a meeting, action which could be taken at a meeting of the Partners or General Partners may be taken without a meeting by the written consent of Partners holding sufficient voting power to authorize the Partnership to take such action and otherwise in accordance with the Act. A copy of the written consent shall be sent to all other Partners or General Partners, as applicable, promptly after it becomes effective, but failure to send it shall not affect the validity of the action unless otherwise provided by the Act.

ARTICLE 9: RECORDS AND REPORTS

9.1 Books and Records of the Partnership. The General Partners shall cause the Partnership to keep records and books of account in which shall be entered fully and accurately all transactions and other matters relative to the Partnership's business as are usually entered in records and books of account maintained by persons engaged in business of a like character. The Partnership shall keep the records required by the Act at its principal office. The Partnership shall furnish its records and other business information to the Partners in accordance with the Act.

9.2 Financial and Other Reports. The General Partners shall use their best efforts to furnish to the Partners within 90 days after the end of each fiscal year (i) such tax information as shall be necessary for the preparation by them of their Federal and state income tax returns, and (ii) an annual report of the Partnership, containing financial statements prepared on the basis of accounting then used by the Partnership. In addition, the General Partners shall furnish the Partners with such other Partnership information as the Partners shall reasonably request.

ARTICLE 10: TRANSFER OF UNITS

10.1 General. Except as provided in this Agreement (including Section 6.5 for General Partner Units) and applicable law, a Partner may not sell, transfer, assign, or subject to a security interest any or all of the Units owned by such Partner without the consent of all the Partners.

10.2 Methods. Transfer of ownership of an interest in the Partner shall be affected by a transfer of a Partner's Units. Exhibit A (as amended from time to time) shall be prima facie evidence and the exclusive evidence of the ownership of the Units.

10.3 Ability to Encumber. No Partner shall have the right to encumber or pledge all or any of the Units owned by such Partner without the prior written consent of all the Partners. The rights of any Partner's creditor who, notwithstanding the terms of this Agreement, acquires an interest in the Partnership by reason of the person's status as the Partner's creditor shall be strictly limited to the rights of an assignee as provided in this Agreement and the Act.

10.4 Permitted Transfers. Notwithstanding anything to the contrary in this Agreement or the Act, any Partner may freely transfer Units to the following transferees: Howard A. Jacobs, an ancestor or lineal descendant of Howard A. Jacobs, or a trust treated as owned exclusively by one or more of the foregoing pursuant to Code Section 676. Any transferee described hereunder shall automatically be admitted as a Partner.

10.5 Purchase upon Bankruptcy, Divorce, Charging Lien, or Involuntary Transfer.

(a) In the event any Units are required to be transferred as a result of bankruptcy, divorce, Charging Lien, or involuntary transfer; a Partner attempts to transfer Units in violation of this Agreement; or a Partner attempts to withdraw from the Partnership in violation of this Agreement, the affected Partner shall give

written notice to the Partnership and the Partners of such event. Within 90 days of receiving such notice, the Partnership, in its sole discretion, may elect to purchase all of the Partner's Units (whether or not they shall have been transferred) for either (1) the Stated Unit Value or the Appraised Unit Value, as applicable, or (2) the Partner's Capital Account on the last day of the immediately preceding Partnership fiscal year. The Partnership shall make such election by giving written notice to the transferring Partner or its successor of the Partnership's election to purchase the Units and the valuation methodology the Partnership has elected to use to determine the price for such Units. The closing shall take place within 30 days of the date of the election notice at the Partnership's principal office. If the purchase price exceeds \$10,000, the Partnership shall have the option of paying 25 percent at closing, with the balance paid in equal annual installments of principal over a period not exceeding 3 years, plus interest at an annual rate equal to the prime rate published on the closing date in *The Wall Street Journal* plus 100 basis points (1.0 percent). If a Partner consists of more than one person as tenants by the entirety, joint tenants, tenants in common, or in some other comparable form of ownership and at least one of such persons is an individual, then the Partner shall be treated as having suffered an event described in this Section if any one of such persons who are individuals have suffered an event described in this Section.

(b) If all or any portion of the Partnership's option rights as described in this Section are finally determined to be unenforceable by a court or another juridical body with the power to determine the effect of this Section, then the Partnership shall have an option to purchase the relevant Units under the terms most favorable to the Partnership permitted by law. If the court or other juridical body which finds all or part of the option unenforceable also determines the most favorable terms under which the Partnership could exercise the option, then the Partnership may exercise this option within the period ending on the 90th day after the day the decision of the appropriate court or juridical body becomes final. If a court or other juridical body finds all or a portion of the Partnership's option rights unenforceable, but does not specifically determine the terms most favorable to the Partnership under which the Partnership could exercise such option, the Partnership may within 90 days of the date the decision become final either petition for a declaratory judgment (or invoke another appropriate procedure) with a court of appropriate jurisdiction or initiate an arbitration proceeding in accordance with the Commercial Arbitration Rules of the American Arbitration Association to determine the most favorable terms under which such option may legally be enforced, with the Partnership having the right to exercise the option under the most favorable terms the appropriate body finds enforceable within 90 days of the date such body's decision becomes final. For the purposes of this Section 10.5(b), a decision is not final until all rights to appeal have expired or been exhausted, as the case maybe.

(c) All decisions of the Partnership under this Section shall be made by a vote of the Partners in accordance with Section 8.1(iii).

10.6 Additional Conditions. No transfer shall be effective unless the individual or entity acquiring the rights in the Units shall agree to be bound by the terms of this Agreement. Additionally, the transferor of the Units shall be required to deliver (i) such instruments of transfer and assignment with respect to such transaction as are in form and substance reasonably satisfactory to the purchaser and the General Partners, (ii) a written warranty that the transferor has good and marketable title to the Units, free and clear of all liens, encumbrances and security interests whatsoever, the transferor has the right to transfer the Units, and the transfer complies with the terms of this Agreement, and (iii) if reasonably required by the purchaser or the General Partners, such legal opinion as may be required to satisfy securities law restrictions applicable to the transfer, if any.

10.7 Assignment of Right or Obligation to Purchase Units. If the Partnership is obligated or has an option to purchase the Units, the Partnership shall have the right to assign such obligation or option to a Partner; provided that such obligation or option is assumed by the assignee Partner. If such assignment and assumption occurs, the assignee Partner shall have 30 additional days in which to perform the acts otherwise required by the Partnership (i.e., providing election notices, closing, etc.).

10.8 Insufficient Surplus. Regardless of any provision in this Agreement, the Partnership shall not be obligated to consummate any purchase if the purchase would be unlawful. If the Partnership has insufficient surplus to purchase any Units, the Partnership shall take all reasonable measures to restructure the Partnership in order to obtain such surplus.

10.9 Effect of Violation. Any encumbrance, pledge or transfer of a Unit in violation of the provisions of this Agreement is void and of no effect.

10.10 Admission of New Partner. Except as otherwise provided in this Article, a transferee of Units shall become a Partner in place of his transferor only if: (i) the transferor has indicated his intention of substituting the transferee as a Partner in the written transfer document(s); and (ii) the transferor has obtained the written consent of all the General Partners, which consent may be given or withheld in the sole and absolute discretion of the General Partners. Such admission shall occur when all of the conditions set forth in this Article are satisfied and when this Agreement or the Partnership's books and records have been amended to reflect the admission of the new Partner. A transferee of Units who has become a Partner has, to the extent assigned, the rights and powers and is subject to the restrictions and liabilities of a Partner under this Agreement and the Act. A transferee who becomes a Partner also is liable for the obligations of his transferor to make contributions and return distributions as provided in this Agreement and the Act.

10.11 Holders Who Are Not Partners. A person who is the holder of one or more rights in Units but who has not been admitted as a Partner as provided in the Article shall be entitled only to (i) allocations of Net Profits and Net Losses, (ii) distributions of Cash Flow, (iii) distributions upon liquidation of the Partnership, and (iv) to transfer of their rights in the Units as provided in this Article.

10.12 Right to Vote for Holder. In the event a vote of the Partners shall be taken pursuant to any provision of this Agreement or of the Act, a Partner, solely for the purpose of determining the number of votes to be cast by him, shall be deemed to be the holder of any Units transferred by him to a transferee which has not become a Partner.

10.13 Per Unit Value. If the per Unit value is required to be determined under this Agreement, the per Unit value shall be the Stated Unit Value. However, if the Stated Unit Value has not been determined, the per Unit value shall be the Appraised Unit Value.

10.14 Voting Conflicts. Partners may vote on any action involving a transfer of their Units.

ARTICLE 11: AMENDMENTS

11.1 Procedure for Amendments. The General Partners may, and at the request of the Partners holding more than 25 percent of the outstanding Units, must, submit to the Partners, in writing by registered or certified mail, the text of any proposed amendment to this Agreement and a statement by the proposer of the purpose of any such amendment. Any such amendment shall be adopted if, within 90 days after the mailing of such amendment to all Partners, the General Partners shall have received written approval thereof from Partners holding more than 75 percent of the outstanding Units. A written approval may not be withdrawn or voided once it is filed with the General Partners. A Partner filing a written objection may thereafter file a valid written approval. The date of adoption of an amendment pursuant to this Article shall be the date on which the General Partners shall have received the requisite written approval from the Partners. Any proposed amendment which is not adopted may be resubmitted. In the event any proposed amendment is not adopted, any written approval received with respect thereto shall be void and shall not be effective with respect to any resubmission of the proposed amendment. Amendments also may be submitted to a vote at a meeting of the Partners held in accordance with Article 8.

11.2 Amendments by the General Partners. In addition to any amendments otherwise authorized herein, this Agreement may be amended from time to time by the General Partners, without the further consent of any of the Partners:

(a) to add to the representations, duties or obligations of the General Partners or surrender any right or power granted to General Partners herein, for the benefit of the Limited Partners;

(b) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement;

(c) to add to or change the name of the Partnership if such addition or change is necessary to protect the limited liability of the Limited Partners or to comply with applicable Federal or state law or the rules or regulations of any governmental agency;

(d) to delete or add any provision to this Agreement if such change is necessary to comply with the Act or other law as in effect from time to time or comply with the requirements of any governmental or regulatory bodies; or

(e) to effect changes of a ministerial nature which do not materially and adversely affect the rights of the Partners, including the admission of additional Partners or transferees in compliance with the provisions of this Agreement.

11.3 Amendments Requiring Consent of All Partners. Notwithstanding the foregoing provisions of this Article, no amendment, without the prior written approval of all Partners to be adversely affected by the amendment, may (i) enlarge the obligations of any Partner under this Agreement, (ii) amend this Article, (iii) alter the economic or voting interest of a Partner (other than the admission of a new or transferee Partner or change in Units permitted by this Agreement), or (iv) alter the Partnership in such manner as will result in the Partnership no longer being classified as a partnership for Federal income tax purposes.

ARTICLE 12: TERMINATION AND DISSOLUTION

12.1 Termination and Dissolution of the Partnership. The Partnership shall be terminated and dissolved on December 31, 2099; provided, however, the Partnership shall be dissolved upon the earlier occurrence of any of the following events:

(a) The removal or Withdrawal of a General Partner, if any remaining General Partners fail to elect, within 90 days after such removal or Withdrawal, to continue the business of the Partnership;

(b) The removal or Withdrawal of a General Partner if no General Partner remains after such removal or Withdrawal, unless all Partners agree in writing, within 90 days of such removal or Withdrawal, to continue the business of the Partnership and to the appointment of one or more additional General Partners, and within 30 days after the date of such agreement, an amendment to the Partnership's Certificate of Limited Partnership is filed with the Florida Department of State reflecting such agreement;

(c) The written consent or affirmative vote of the Partners holding more than 75 percent of the outstanding Units to the termination and dissolution of the Partnership;

(d) The sale or other disposition of all Partnership properties and investments (including any mortgages or other purchase money security interests received in connection with any such sale or other disposition), and the liquidation of the proceeds thereof;

(e) The entry of a decree of judicial dissolution pursuant to the Act; or

(f) Any other event causing the dissolution of the Partnership under the Act.

12.2 Revocation of Dissolution. The Partnership may revoke its dissolution pursuant to the Act in the same manner as described in Section 12.1(c).

12.3 Change of Limited Partners. The Partnership shall not be terminated or dissolved by the transfer of any Units, or by the admission of a Partner.

12.4 Procedure Upon Termination. In the event the Partnership is terminated, the General Partners, or the person required by law to wind up the Partnership's affairs, shall wind up the Partnership's affairs, and shall liquidate all of the Partnership's assets as promptly as is consistent with obtaining, insofar as possible, the fair market value thereof. Any procedure specified by the Act may be utilized. The proceeds of the liquidations shall be distributed in accordance with Section 4.3. No Partner shall have the right to demand or receive property other than cash upon dissolution and termination of the Partnership.

12.5 Waiver of Action for Dissolution. Except as specifically provided in this Agreement, each of the Partners hereby irrevocably waives any right that such Partner may have to cause the dissolution of the Partnership.

12.6 Waiver of Action for Partition. Each of the Partners irrevocably waives any right that such Partner may have to maintain any action for partition with respect to any of the assets of the Partnership.

ARTICLE 13: INDEMNIFICATION

To the extent permitted by law, the Partnership (the "Indemnitor") shall indemnify the General Partners and their respective directors, officers, employees, and agents (the "Indemnitee") for any and all damages, liabilities, costs, and expenses (including, but not limited to, attorneys' fees) reasonably incurred by or awarded against Indemnitee which relate to a claim or proceeding against Indemnitee based on Indemnitee's service to or on behalf of the Partnership (each, a "Claim"). This indemnification is effective only if (i) Indemnitee promptly notifies Indemnitor in writing of any known Claim, whether threatened or actual (or Indemnitor is not materially prejudiced by failure to receive prompt written notice of such Claim), (ii) Indemnitee fully cooperates with Indemnitor (at Indemnitor's expense) in the defense of any such Claim, (iii) Indemnitor controls the defense against any such Claim, unless the interests of the parties materially differ or Indemnitor's counsel is not reasonably acceptable to Indemnitee, (iv) Indemnitee's damages, liabilities, costs, and expenses are not paid by insurance or otherwise covered by a third party, and (v) Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed was legal and in the best interest (or at least not opposed to the best interests) of the Partnership. This indemnification shall be subject to the requirements of the Act. This provision shall survive the termination of this Agreement.

ARTICLE 14: APPOINTMENT OF ATTORNEY-IN-FACT

14.1 Appointment. Each Limited Partner, by execution hereof, irrevocably constitutes and appoints the General Partners, with full power of substitution, his true and lawful attorney-in-fact, in his name, place and stead to consent and agree to, make, execute, sign, acknowledge, swear to, deliver, record and file, on behalf of him and on behalf of the Partnership, the following:

- (a) this Agreement;
- (b) any other instrument which may be required to be filed by the Partnership under appropriate state law or by any governmental agency or which the General Partners deem in the best interests of the Partnership to file;
- (c) any documents which may be required to form, qualify or continue the Partnership, or which may be necessary to reflect the admission of additional Limited Partners or Substituted Limited Partners, any change in the amount of capital contributions of the Partners, or the dissolution and termination of the Partnership, or which the General Partners deem in the best interests of the Partnership to file;
- (d) any and all amendments to this Agreement adopted pursuant to Article 11; and
- (e) any and all such other instruments as may be deemed necessary or desirable by the General Partners to carry out fully the provisions of this Agreement in accordance with its terms.

14.2 Authority. The foregoing grant of authority:

- (a) is a special power of attorney coupled with an interest, is irrevocable, and except as provided in Section 709.08, Florida Statutes, shall survive the death or incapacity of any person hereby giving such power;
- (b) may be exercised by a facsimile signature of the person hereby giving the power or by listing the name of such person along with the names of all other persons for whom such attorney is so acting, and executing this Agreement or such other certificates, instruments and documents with the single signature of General Partners as such attorney-in-fact acting for all the persons whose names are so listed;

(c) shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Units; and

(d) shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

ARTICLE 15: DEFINITIONS

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the meanings specified in this Article. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

15.1 "Act" shall mean the Florida Revised Uniform Partnership Act, Chapter 620, Part I, Florida Statutes, as amended.

15.2 "Adjusted Capital Account Deficit" means the deficit balance, if any, in a Partner's Capital Account (i) increased by (a) the unpaid principal balance of any promissory note satisfying the requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(c), (b) to the extent provided in Treasury Regulation Section 1.704-1(b)(2)(ii)(c), the amount of any unconditional obligation of such Partner imposed by State or local law to make contributions to the Partnership, and (c) the amount the Limited Partner is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Section 1.704-2(g)(1) and Treasury Regulation Section 1.704-2(i)(5); and (ii) decreased by the items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6). The foregoing definition is intended to comply with the requirements of the alternate test for economic effect contained in Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

15.3 "Agreement" shall mean this Agreement, as amended, modified, or supplemented from time to time.

15.4 "Appraised Unit Value" means the amount per Unit the owner of the Units in question would receive for such Units if the Partnership sold all of its assets for their fair market value and then liquidated in accordance with Section 4.3, based upon the fair market value of the Partnership's assets established by an appraiser mutually acceptable to the Partnership and the transferor for the Units in question. In the event the parties are unable to agree on an appraiser within 5 days (the "Appraiser Selection Period"), each shall name an appraiser of its own choice and the per Unit value shall be established by averaging the values arrived at by the appraisers. If either party fails to name an appraiser within 5 days after the Appraiser Selection Period, the appraiser named by the other parties shall be the only appraiser. The cost of a mutually selected appraiser shall be shared equally between the transferor and the transferee. The cost of a separately selected appraiser shall be borne by the party selecting that appraiser. The per Unit value shall be determined as of the last day of the calendar quarter preceding the date of the appraisal, and if the appraiser(s) deem(s) appropriate, shall include a formula for adjusting the appraised value as of the date of the closing. The deadline for the closing of a purchase hereunder shall be extended by the time required in order to obtain an appraisal.

15.5 "Capital Account" shall mean the capital account of a Partner (or transferee) determined in accordance with this Agreement.

15.6 "Capital Event" shall mean the sale or other disposition of substantially all of the Partnership Property, a sale or other disposition of any Partnership Property outside the ordinary course of business of the Partnership, receipt of insurance or other proceeds as a result of the involuntary conversion of Partnership Property or a borrowing of money to the extent proceeds of such borrowing are not used in the Partnership business or a similar event with respect to Partnership Property.

15.7 "Cash Flow" shall mean the Net Profit or Net Loss of the Partnership; plus (i) depreciation and other non-cash charges deducted in determining such profit and loss, (ii) the net proceeds from any refinancing of Partnership Property, and (iii) the net proceeds from the sale of any of Partnership Property (to the extent not included in Net Profit or Net Loss); minus (i) principal payments on all mortgages, loans and other Partnership indebtedness, (ii) any cash expenditures which have not been deducted in determining the Net Profit and Net Loss,

and (iii) any amount deemed by the General Partners reasonably required, in keeping with the General Partners' fiduciary duty to the other Partners, for (i) the repayment of any debts or liabilities of the Partnership, (ii) the maintenance of sufficient working capital, (iii) capital improvements to the Partnership Property, (iv) the purchase or replacement of Partnership Property, (v) the maintenance of a reasonable reserve for other contingencies of the Partnership, or (vi) such other purposes which are in the Partnership's best interests. Notwithstanding anything contained herein to the contrary, the term "Cash Flow" shall not include (i) the capital contributions of any Partner, (ii) security deposits received from tenants, (iii) funds collected as an agent or as an accommodation, and (iv) loans to the Partnership by any Partner.

15.8 "Charging Lien" means the entry by a court of competent jurisdiction of a charging lien or order against a Unit pursuant to the Act (which judgment or order continues unstayed and in effect for a period of 60 consecutive days).

15.9 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, including corresponding provisions of succeeding legislation.

15.10 "General Partners" shall mean all General Partners as are designated as such on Exhibit A, and any person who becomes a substitute or additional General Partner as provided in this Agreement.

15.11 "Limited Partners" shall mean all Limited Partners as are designated as such on Exhibit A, and any person who becomes a substitute or additional Limited Partner as provided in this Agreement.

15.12 "Net Profits" and "Net Losses" shall mean the net amount of the Partnership's profits and losses, as determined for Federal income tax purposes; increased by each member's share of income or gain excluded from gross income for Federal income tax purposes; and decreased by any expenditures described in Code Section 705(a)(2)(B), expenditures described in Code Section 709(a) which are not deducted or amortized in accordance with Code Section 709(b), and losses not deductible pursuant to Code Section 267(a) or 707(b).

15.13 "Partners" shall mean all General Partners and Limited Partners.

15.14 "Partnership Property" shall mean all assets of the Partnership including without limitation money, accounts receivable, investments, bank accounts, shares of stock, interests in partnerships, other intangible assets and any other real property, personal property and property rights belonging to the Partnership.

15.15 "Stated Unit Value" means the amount per Unit the owner of the Units in question would receive for such Units if the Partnership sold all of its assets for their fair market value and then liquidated in accordance with Section 4.3, based upon a mutually agreed upon fair market value of the Partnership's assets. If the Partnership value has not been unanimously agreed upon within two years preceding the date the option or obligation to purchase the Units arises, the Partnership value shall be determined and agreed upon by the transferor and the transferee. If they are unable to come to an agreement within 10 days after the option or obligation to purchase the Units arises, the Appraised Unit Value shall be utilized.

15.16 "Treasury Regulations" shall mean the United States Treasury Regulations.

15.17 "Unit" means evidence of ownership of a Partnership interest in the Partnership as described in Article 2 of this Agreement.

15.18 "Voluntary Withdrawal" shall mean the retirement from the Partnership upon the giving of written notice to the other Partners.

15.19 "Withdrawal" shall mean the occurrence of any of the following events as to a General Partner:

(a) Voluntary Withdrawal from the Partnership;

(b) The voluntary or involuntary transfer by a General Partner of all its interest as a General Partner in the Partnership;

(c) A General Partner is removed as a General Partner of the Partnership in accordance with this Agreement;

(d) The involuntary transfer of a majority of the voting securities of a General Partner to any person who is not an affiliate of such General Partner;

(e) A General Partner (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudicated a bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding; (iv) files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation or fails to contest the material allegations of a petition filed against it in a proceeding of such nature; or (v) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of General Partners or all or any substantial part of its properties;

(f) Any proceeding against a General Partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation has not been dismissed within 120 days after the commencement thereof;

(g) A trustee, receiver, or liquidator is appointed for a General Partner or all or any substantial part of its properties without such General Partner's consent or acquiescence, and the appointment has not been vacated or stayed within 90 days after the appointment or if stayed, the appointment has not been vacated within 90 days after the expiration of any such stay; or

(h) The occurrence of any other event with respect to a General Partner constituting an event of withdrawal by a General Partners under the Act.

ARTICLE 16: MISCELLANEOUS

16.1 Notices. Any and all notices, designations, consents, offers, acceptances and other communications required or permitted by this Agreement shall be given in writing and shall be addressed, in the case of the Partnership, to its principal office, and in the case of any Partner, to his or her address appearing on Exhibit A. All such communications shall be sufficient in all respects if: (a) personally delivered; (b) sent by telecopier, facsimile transmission or other electronic means of transmitting written documents; or (c) sent by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. If personally delivered, such communications shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this paragraph, such communications shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier, such communications shall be deemed delivered upon receipt; and if sent by U.S. registered or certified mail, such communications shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

16.2 Entire Agreement. This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embody the entire agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such transactions.

16.3 No Third Party Rights. This Agreement is intended solely for the benefit of the parties hereto and shall not be deemed to create any rights in any other person or entity.

16.4 Severability. If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

16.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

16.6 Captions. The captions of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the provisions of this Agreement.

16.7 Interpretation. Whenever the context of any provision shall require it, the singular number shall include the plural number, and vice-versa, and the use of any gender shall include any other or all genders as used in this Agreement. This Agreement has been negotiated at arms length. Any rule of law or legal decision that requires interpretation of ambiguities against the drafting party is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties to this Agreement.

16.8 Waiver. Any party hereto may waive its rights under this Agreement at any time, and no such waiver shall operate to waive such party's rights under this Agreement with respect to any other party or any future event. Any agreement on the part of any such party to any such waiver shall be valid only if set forth in an instrument in writing signed by such party.

16.9 Applicable Law and Courts. This Agreement shall be governed by the internal laws of the State of Florida (without regard to conflict of laws or similar concepts). Jurisdiction and venue shall lie, and all legal proceedings shall be brought, in the Twelfth Judicial Circuit in and for Sarasota County, Florida, or in the United States District Court for the Middle District of Florida.

16.10 Cooperation. The parties agree to cooperate and execute all documents to implement and carry out the provisions of this Agreement.

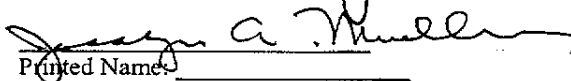
16.11 Prevailing Party Entitled to Attorneys' Fees and Costs. With regard to any legal disputes arising out of or related to this Agreement, the prevailing party shall receive from the non-prevailing party(ies) all reasonable legal fees, costs, charges, and expenses incurred, including reasonable attorneys' fees, whether from the initial request for redress or through trial, appeal, and collection.

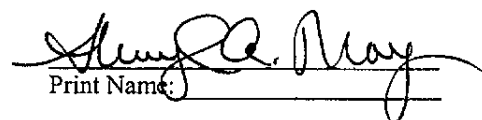
16.12 Successors and Assigns. This Agreement shall be binding upon the successors, assigns, heirs, and personal representatives of the parties hereto, including any person receiving any of the Units from a Partner, but shall only inure to the benefit of successors, assigns, heirs and personal representatives who acquire the Units in a transaction permitted by this Agreement.

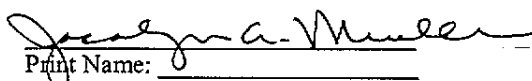
IN WITNESS WHEREOF, this Limited Partnership Agreement has been executed as of the date first above written.

WITNESSES:


Print Name: _____


Print Name: _____


Print Name: _____



Print Name: _____

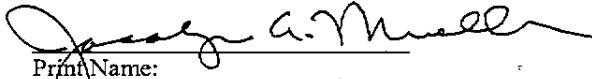
French Willow Farm, LLLP, a Florida limited liability limited partnership

By: Beverly Management, LLC, a Florida limited liability company, Managing General Partner

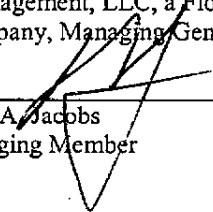
By: _____
Howard A. Jacobs
As its: Managing Member

Howard A. Jacobs, Limited Partner


Print Name: _____


Print Name: _____

Beverly Management, LLC, a Florida limited liability company, Managing General Partner

By: 
Howard A. Jacobs
As its: Managing Member

GENERAL PARTNER

EXHIBIT A
Partner Information

Parties	Status	Address	Initial Capital Account Balance	Units
BEVERLY MANAGEMENT LLC, a Florida limited liability company	General Partner	4449 Bay Shore Road Sarasota, FL 34234	\$100.00	1
Howard A. Jacobs	Limited Partner	4449 Bay Shore Road Sarasota, FL 34234	\$1,600,000.00	99