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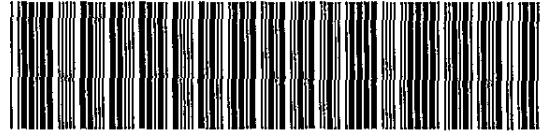
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MAY 20 2005
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TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Griffitts Investments Limited Partnership
(Name of Limited Partnership)

~~The enclosed Supplemental Affidavit and fee(s) are submitted for filing.~~

Please return all correspondence concerning this matter to the following:

*Please send a
certified copy.*

Philip W. Griffiths
(Name of Person)

Griffitts Management, LLC
(Firm/Company)

2110 Joan Avenue
(Address)

Panama City Beach, FL 32408
(City/State and Zip Code)

For further information concerning this matter, please call:

Philip W. Griffiths
(Name of Person)

at (850) 234-0780
(Area Code & Daytime Telephone Number)

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

RECEIVED
JAN 10 2005
SECRETARY OF STATE
DIVISION OF CORPORATIONS

**CERTIFICATE OF LIMITED PARTNERSHIP
OF THE
Griffitts Investments Limited Partnership**

A Florida Limited Partnership

The undersigned does hereby certify that this Certificate of Limited Partnership was filed on May 19, 2005 by the following, herein called the "General Partner":

Griffitts Management, LLC

and by the following, hereinafter referred to as the initial "Limited Partners":

Philip W. Griffitts

Jerrilyn T. Griffitts

WITNESSETH:

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

1. **Name of the Limited Partnership.** The name of this Limited Partnership is the *Griffitts Investments Limited Partnership*.
2. **Business.** The Limited Partnership may hold, manage, develop, exchange, and/or lease real estate, buy and sell both real and personal property including options, rights, intangibles and undivided interests in property, and hold other investment assets. There is no geographical or jurisdictional restriction upon the location of an investment property or activity. The Limited Partnership may lease property which it owns or needs and may sublease property which it acquires under another lease. It may borrow and lend money, with or without interest or collateral. Furthermore, the Limited Partnership may engage in and/or conduct any lawful business or investment activities.
3. **Principal Office, Principal Place of Business, Records Location and Registered Office.** The location of the principal office, the mailing address, the principal business address, and the records location of the Limited Partnership is 2110 Joan Avenue, Panama City Beach, Florida 32408. The location of the registered office of the Limited Partnership is 2110 Joan Avenue, Panama City Beach, Florida 32408.

4. **Appointment and Consent to Serve as Registered Agent.** The registered agent for service for this Limited Partnership is Philip W. Griffiths, whose address is 2110 Joan Avenue, Panama City Beach, Florida 32408.

I, Philip W. Griffiths, a natural person and resident of the State of Florida, accept the appointment as registered agent of the Griffiths Investments Limited Partnership upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. I understand that as registered agent it will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of my resignation or of any changes in the Registered Office Address.


Philip W. Griffiths, Registered Agent

5. **General Partner.** The General Partner of this Limited Partnership is:
Griffiths Management, LLC

Place of Business and Mailing Address:
2110 Joan Avenue
Panama City Beach, Florida 32408

LOS-50285

6. **Limited Partners.** The Limited Partnership shall also have such Limited Partners as are named in the Limited Partnership Agreement.
7. **Term of the Partnership.** The Partnership shall begin on the date the Certificate of Limited Partnership is filed with the Secretary of State of Florida and shall continue until December 31, 2055, unless sooner dissolved by law or by agreement of all of the remaining partners or unless extended by the agreement of all the remaining partners.
8. **Additional Contributions.** The General Partner has the power to require additional contributions of capital on a prorata basis from each of the Partners, from time to time, upon demand.
9. **Return of Contributions.** No Limited Partner shall be entitled to withdraw or demand the return of any part of his or her capital contribution except upon dissolution of the Limited Partnership. No Partner may terminate the Partnership except upon the affirmative vote of one hundred percent (100%) in interest of all Partners.
10. **Profits.** All annual net profits of the Limited Partnership shall be distributed annually and shall be divided among the Partners in the same proportions as the

Partners' then constituted partnership interests, unless retained for the Partnership investment and business activities.

11. **Assignments.** A Limited Partner is prohibited from selling, assigning, transferring, encumbering, or otherwise disposing of any interest in this Limited Partnership, its property, or its assets, without the written consent of all of the Partners, both General and Limited, and only after such Limited Partner gives to the Limited Partnership and other Partners an opportunity to purchase such interest, as explained in detail in the Limited Partnership Agreement. The assignee, purchaser, or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall not become a substituted limited partner unless all General and Limited Partners (except the assignor, seller, or transferor) consent thereto. The assignor, seller, or transferor of a Limited Partnership interest shall not have the right to make his or her assignee, purchaser, or transferee a substituted Limited Partner. Furthermore, such assignee, purchaser, or transferee shall not become a substituted Limited Partner unless and until all provisions of the Partnership Agreement are complied with and expressly agreed to.
12. **Additional Limited Partners.** The General Partner may admit additional Limited Partners with the consent of all the Partners.
13. **Priority Among Limited Partners.** Except as otherwise provided in the Limited Partnership Agreement, no one Limited Partner has priority over another as to the distributions, liquidation, contributions or compensation by way of income or assets of the Limited Partnership. The Limited Partnership Agreement may provide for the issuance of one or more classes of preferred or common limited or general partnership interests. In the event one or more classes of preferred partnership interest is issued by the Limited Partnership, such preferred partnership interests shall have priority over any common partnership interests as to distribution and liquidation rights.
14. **Continuance of Business.** Upon the death, liquidation, dissolution, retirement, or incapacity of the last surviving or serving General Partner, the Limited Partnership shall dissolve unless continued by the remaining Partners who shall select a new General Partner. If the last surviving or serving General Partner has died, liquidated, dissolved, retired and/or become incompetent to adequately manage his or her affairs as determined by written affidavits signed and acknowledged by two licensed physicians, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Limited Partnership by selecting a new General Partner.
15. **Property Other Than Cash.** A Limited Partner may not demand property other than cash in return for his or her contributions.

16. **Amount of Cash and Agreed Value and Description of Other Property Contributed.** The Partners in the Limited Partnership have initially contributed their interests in the property as set forth in Schedules "A" and/or "B" of the Partnership Agreement.

DATED: May 19, 2005

GRIFFITTS MANAGEMENT, LLC, General Partner

By: Philip W. Griffiths
Philip W. Griffiths, Co-Manager

By: Jerrilyn T. Griffiths
Jerrilyn T. Griffiths, Co-Manager

Philip W. Griffiths
Philip W. Griffiths, Limited Partner

Jerrilyn T. Griffiths
Jerrilyn T. Griffiths, Limited Partner

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JUL 20 PM 12:56
SECRETARY OF STATE
TOLSON/SECRET/STATE

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP**

The undersigned constituting all of the general partners of Griffitts Investments
Limited Partnership,

a Florida Limited Partnership, certify:

The amount of capital contributions to date of the limited partners is \$ 0.

The total amount contributed and anticipated to be contributed by the limited partners at this time
totals \$ 28,000,000.00.

Signed this 19th day of May, 2005.

FURTHER AFFIANT SAYETH NOT.

*Under the penalties of perjury I (we) declare that I (we) have read the foregoing and know the
contents thereof and that the facts stated herein are true and correct.*

Griffitts Management, LLC, General Partner

By: Philip W. Griffiths
~~General Partner~~
Philip W. Griffiths, Co-Manager

By: Jerrilyn T. Griffiths
~~General Partner~~
Jerrilyn T. Griffiths, Co-Manager
General Partner

General Partner

General Partner

General Partner

FILED
2005 MAY 20 PM 12:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA