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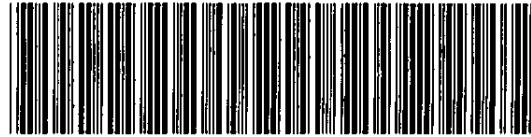
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TALLAHASSEE, FLORIDA

N. CAUSSEAU

AUG 8 2008

EXAMINER



August 6, 2008

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

Dear Sir:

Enclosed please find a Certificate of Limited Partnership and a check for \$1000 for filing fees and registered agent designation for Brittmar of Pinellas Limited Partnership.

Sincerely,

  
Bruce G. Kaufmann, J.D.

**Bruce G. Kaufmann, J.D., Attorney at Law**

Bruce G. Kaufmann, J.D., P.A., 1564 Oakadia Lane, Clearwater, FL 33764  
(727) 531-2929 (727) 539-6696 fax E-Mail: BGK@tampabay.rr.com www.kaufmannlaw.com

**CERTIFICATE OF LIMITED PARTNERSHIP**

This Limited Partnership Agreement made this 6<sup>th</sup> day of August, 2008, between Brittmar, Inc, "General Partner") and Bruce Kaufmann, (initial "Limited Partner"):

**WITNESSETH:**

**ARTICLE I. FORMATION OF PARTNERSHIP**

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

**ARTICLE II. NAME AND PRINCIPAL OFFICE**

The business of the partnership shall be conducted under the name of Brittmar of Pinellas Limited Partnership. The principal office and the address of the General Partner shall be 4901 30<sup>th</sup> Ave. So., Tampa, Florida 33619.

**ARTICLE III. NATURE OF BUSINESS**

1. To purchase, lease, or otherwise acquire, sell sublease or otherwise dispose of properties of every kind and nature, to operate a business in or expand any properties acquired, to manage businesses located on properties not owned by the Partnership, and generally to engage in the business of dealing in investment properties.

2. To conduct business, hold, mortgage, sell, convey, lease or otherwise dispose of real or personal property including franchises, patents, copyrights, trademarks, and licenses of the State of Florida, land in all states and countries.

3. To contract debts and borrow money, issue, sell, or place bonds, debentures, notes and other evidences of debt, and execute mortgages, transfers of partnership property, or other instruments to secure the payment of partnership indebtedness.

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

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

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

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

**ARTICLE IV  
NAMES, ADDRESSES AND CONTRIBUTIONS OF  
PARTNERS**

1. The General Partner is Brittmar, Inc. The initial amount contributed by the General Partner is One Thousand Dollars (\$1,000.00).

2. The names, addresses, and amount contributed by the Limited Partners is as follows:

<u>LIMITED PARTNER</u>	<u>ADDRESS</u>	<u>INITIAL CONTRIBUTION</u>
Bruce Kaufmann	1564 Oakadia Lane Clearwater, Fl 33764	\$100.00

3. Nothing in this Agreement shall require any Limited Partner to make total capital contributions in excess of \$20,000.00.

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

#### **ARTICLE V. TERM**

The term this Limited Partnership is to exist is ten (10) years from the "as of" date of this Agreement, unless sooner terminated under provisions of this Agreement.

#### **ARTICLE VI. RIGHTS AND OBLIGATIONS OF GENERAL PARTNERS**

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

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

3. The General Partner: (a) Shall maintain at the expense of the Partnership complete and accurate records of all rights and interests acquired or disposed of by the Partnership, all correspondence relating to Partnership business, and records of all statements, bills and other instruments furnished the Partnership in connection with its business. The records shall be kept in the principal office for each month of operations. The Limited Partners shall have free access to all such monthly records at any time upon reasonable notice after two months from the close of any monthly business.

(b) Shall maintain at the expense of the partnership adequate records and accounts of all operations and expenditures and furnish the Limited Partners an annual profit and loss statement and report information necessary for the Limited Partners' income tax returns on appropriate Internal Revenue forms.

(c) May purchase at the expense of the Partnership liability; hazard, and other insurance to protect partnership properties and business.

(d) May execute all documents or instruments which it deems appropriate in carrying out the purposes of the Limited Partnership.

(e) May borrow money if necessary from individuals, banks, and other lending institutions for Partnership purposes, and pledge or mortgage properties of the Limited Partnership as security for any and/or all loans.

(f) May hold partnership properties in the Partnership name, the name of the General Partner or a nominee chosen by it if it deems the action appropriate.

(g) Shall be reimbursed for all expenses incurred in conducting partnership business and all costs associated with the development, organization, and operation of the Limited Partnership.

#### **ARTICLE VII.**

##### **RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS**

1. No Limited Partner shall be personally liable for any debts or losses of the partnership beyond the amount actually contributed by him to the capital of the Limited Partnership and his share of undistributed profits.

2. No Limited Partner shall take part in the management of the business or transact any business for the Limited Partnership.

3. No Limited Partner shall have the power to sign for or bind the Limited Partnership.

#### **ARTICLE VIII.**

##### **ASSIGNMENT OF LIMITED PARTNERSHIP INTERESTS**

A Limited Partner may assign his interests in the Limited Partnership provided:

1. The interest assigned may not be less than the total interest of a Limited Partner in the Partnership, unless in the opinion of the General Partner the Limited Partner has a sufficient interest to be divided.

2. The Assignee shall consent in writing, to become a Limited Partner and be bound by the terms of the Partnership Agreement in the place and stead of the assigning Limited Partner.

3. The General Partner consents to the assignment provided, however, the General Partner's consent shall not be unreasonably withheld.

4. The assignment shall be effective the first day of the calendar month in which the assignment takes place.

#### **ARTICLE IX. ADMISSION OF LIMITED PARTNERS**

The General Partner may:

1. Admit as a Limited Partner an Assignee of a Limited Partner.

2. Admit as a Limited Partner the heir, executor, administrator, or assignee of a deceased Limited Partner.

#### **ARTICLE X. AMENDMENT**

Amendments to this Agreement shall not become effective unless agreed to by the General Partner and each Limited Partner.

#### **ARTICLE XI. MEETINGS**

Meetings of the Limited Partnership may be called by the General Partner and shall be called by him upon the written request of Limited Partners holding thirty (30) percent or more of the Limited Partnership capital. The call will state the nature of the business to be transacted. Limited Partners may vote in person or by proxy at any such meeting.

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## **ARTICLE XII. COMPENSATION OF GENERAL PARTNER**

For its management and other services, the General Partner shall receive twenty (20) percent of the net profit of the Limited Partnership as determined by accepted accounting principles until such time as the Limited Partners have received an amount equal to their entire initial investment from such net-profits and, twenty (20) percent of losses, if any shall be distributed to the General Partner. After the Limited Partners have received 100% of their initial investments from net profits, the General Partner shall receive 80% of net profits and losses until the partnership is terminated pursuant to the terms in this Agreement.

## **ARTICLE XIII. DISSOLUTION; WITHDRAWAL/TERMINATION OF LIMITED PARTNER; LIQUIDATION; WITHDRAWAL/TERMINATION OF GENERAL PARTNER**

1. The Partnership shall not be terminated by death, withdrawal or termination of a Limited Partner or the admission of a new Limited Partner.

2. The General Partner may terminate the interest of a Limited Partner and expel him for any of the following reasons:

- a) Death, legal disability, or insolvency.
- b) Assignment by a Limited Partner of all or any part of his interest in the Partnership without the approval of the General Partner.
- c) If the conduct of a Limited Partner tends to bring the Partnership into dispute or litigation, or his interest becomes subject to attachment, garnishment, claims of creditors in bankruptcy, or similar legal proceedings.
- d) Failure to meet any material commitment to the General Partner in accordance with any written undertaking.

3. The Partnership shall be dissolved upon the happening of any of the following:



- a) By written consent of the General Partner and all Limited Partners.
- b) The death, bankruptcy, or adjudication of insanity or incompetence of the General Partner; provided, however, that the Limited Partners may select a successor to the General Partner within ninety (90) days.
- c) By any event which makes it unlawful for the Partnership business to be continued.
- d) By failure to elect a successor to the General Partner within (90) days after notice has been given to the Limited Partners of the intent of the General Partner to Withdraw.
- e) Upon disposition of all interests and assets.
- f) For failure of the General Partner to meet any material commitment to the Partnership in accordance with any written undertaking.
- g) Upon notification to the Limited Partners from the General Partner that the General Partner has sold all right and title to his ownership of the franchise under which it conducts the business of the limited partnership. In this event each Limited Partner interest shall be paid the greater of the rate of return of the last completed prior year or 15% of his original investment for each year remaining on the term of this agreement.

4. Upon termination of a Limited Partner's Interest, the cash surrender value of his interest month in which the termination occurred. The amount determined shall be paid by the General Partner to him, his heirs or legal representative no later than one hundred twenty (120) days after the month in which the Limited Partner is terminated. The receipt of such payment shall constitute an assignment and termination of all such terminated Limited Partner's interest in the partnership's assets and affairs.

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

Limited Partner's interest of all Limited Partner's ownership rights as follows:

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

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

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

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

#### **ARTICLE XIV. NATURE OF LIMITED PARTNER'S LIABILITY FOR CLAIMS AGAINST PARTNERSHIP**

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

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

Partnership assets, and finally out of income of the General Partner.

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

#### ARTICLE XV. DISTRIBUTION OF PROFITS AND LOSSES

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

#### ARTICLE XVI. MISCELLANEOUS

1. If any provision of this Agreement, or the application of any provision to any person or circumstance, shall be held invalid, the remainder of the Agreement, or the application of such provision to person(s) or circumstances other than those to which it is held invalid, shall not be affected.
2. The Agreement shall be binding upon the parties, their successors, heirs, devisees, assigns, legal representatives, executors, and administrators.
3. To the extent permitted by law, each of the parties waives any right he may have to maintain an action of the nature of partition with respect to property held by the Partnership.

IN WITNESS WHEREOF, we, and each of us, have signed this ,  
Certificate this 6<sup>th</sup> day of August, 2008.

Bruce Kaufmann, JD.  
Bruce G. Kaufmann, JD  
Limited Partner

Derry A. Brittmann, Pres  
Brittmann, Inc.  
General Partner

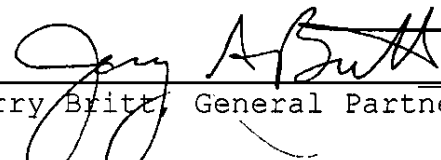
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CERTIFICATE DESIGNATING REGISTERED AGENT AND PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, AND  
ACCEPTANCE OF AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with Sections 48.091 and 607.034, Florida  
Statutes, the Following is submitted:

**FIRST:** that Brittmar of Pinellas Limited Partnership, desiring  
to organize or qualify under the laws of the State of  
Florida, with its principal place of business at 4901  
30<sup>th</sup> Ave., South, Tampa, FL 33619, has named Bruce G.  
Kaufmann, JD, as its agent to accept service of process  
within Florida.

Dated August 6, 2008.

  
Jerry Britt, General Partner

**SECOND:** Having been named to accept service of process for the  
above named Limited Partnership, at My Law Offices  
located at 1564 Oakadia Lane, Clearwater, FL 33764. I  
hereby agree to act in this capacity, and I further  
agree to comply with the provisions of all statutes  
relative to the proper performance of my duties.

Dated August 6 2008, 2008.

  
Bruce G. Kaufmann, JD,  
Registered Agent

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