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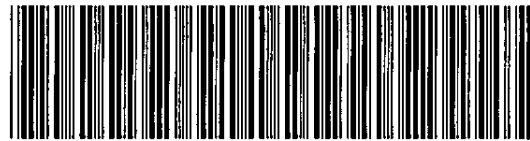
(Business Entity Name)

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EXAMINER

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

SWAIN Family
PARTNERSHIP

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- ☐ Art of Inc. File
- ☒ LTD Partnership File
- ☐ Foreign Corp. File
- ☐ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☐ Merger File
- ☐ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☐ Cert. Copy
- ☒ Photo Copy
- ☐ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
- ☐ Vehicle Search
- ☐ Driving Record
- ☐ UCC 1 or 3 File
- ☐ UCC 11 Search
- ☐ UCC 11 Retrieval
- ☐ Courier

Signature

Requested by

Name

Date

Time

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**CERTIFICATE OF
LIMITED PARTNERSHIP
OF
SWAIN FAMILY LIMITED PARTNERSHIP, L.P.**

This Certificate of Limited Partnership of **SWAIN FAMILY LIMITED PARTNERSHIP, L.P.** is executed by the undersigned for the purpose of forming a limited partnership pursuant to the laws of **FLORIDA**.

1. **Name:** The name of the Limited Partnership is **SWAIN FAMILY LIMITED PARTNERSHIP, L.P.** (called the "Partnership").

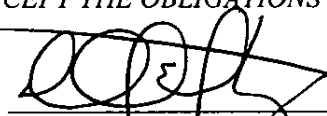
2. **Registered Address, Registered Agent:**

Registered Address of the Limited Partnership in **FLORIDA**:
255 MAGNOLIA AVENUE, SW
WINTER HAVEN, FL 33880

Registered Agent at the Registered Address:
RICHARD STRAUGHN

ACCEPTANCE OF REGISTERED AGENT:

I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.



SIGNATURE OF REGISTERED AGENT

3. **General Partner:** The name and mailing address (records office) of the general partner(s) are:

BKSWAIN, LLC
440 AVENUE K, S.W.
WINTER HAVEN, FL 33880

L08000102229

4. **Principal Office and Records Office:** The street address of the principal office of the Partnership is in the United States is **440 AVENUE K SW, WINTER HAVEN, FLORIDA 33880**. All records required by **FLORIDA** law to be maintained by the Partnership are to be maintained at this location.

5. **Government:** The Limited Partnership is governed by Articles of Limited Partnership adopted by those who are, upon the date of the execution of this certificate, designated

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as the general and limited partners. This certificate and the Articles of Limited Partnership will bind each general and limited partner, their successors, assigns, and for any individual person, that person's successors, assigns, estate, heirs, and personal representatives.

- 6. Duration and Constitution:** The Partnership is established for an initial term of years measured from the commencement of the partnership as an entity and ending at 11:59 p.m. on December 31 of the year 2030 (the initial term of years). The Limited Partnership is to continue from year to year thereafter until the Limited Partnership is liquidated and dissolved according to the voting requirements then prescribed by the Articles of Limited Partnership. Any vote to liquidate the Limited Partnership before the expiration of the prescribed initial term of years will require the affirmative vote of one-hundred percent (100%) in interest of all partners. Any vote to amend this certificate or the Articles of Limited Partnership to permit a liquidation voting requirement of *less than* the prescribed voting percentage will require the affirmative vote of seventy-five percent (75%) in interest of the partners. The partnership is to continue from year to year after December 31 of the year 2030. A vote to liquidate and dissolve the partnership during any year-to-year term will require the affirmative vote of seventy-five percent (75%) in interest of the partners. The Partnership, as an entity for federal income tax purposes and as an entity under the laws of **FLORIDA**, will not terminate by reason of: (1) the death or disability of a limited partner; (2) the removal, resignation, death, disability, or other inability to continue service of a general partner or the addition or substitution of a general partner, unless, at the conclusion of ninety days from the act constituting a technical act of termination under the laws of **FLORIDA**, the Partnership does not, in fact, have at least one general partner then serving; (3) the bankruptcy or insolvency of any partner, general or limited; (4) a partner's marital separation or divorce; (5) the withdrawal of a limited partner including the redemption of his, her, or its ownership interest; or (6) any other act or omission to act, not having the approval or consent of all partners, that is or may be construed to be a termination of the Partnership as an entity under the laws of **FLORIDA**. To the greatest extent permitted by the laws of **FLORIDA**, any act or omission to act that is construed to be a termination or dissolution shall nonetheless be construed as an intended reconstitution and continuation of the Partnership, without the requirement of liquidation and winding-up. To the extent **SWAIN FAMILY LIMITED PARTNERSHIP, L.P.** inadvertently forfeits its status as a limited partnership under **FLORIDA** law, **SWAIN FAMILY LIMITED PARTNERSHIP, L.P.** will nonetheless continue as a general partnership and subject to the applicable requirements of the Articles of Limited Partnership until reconstituted as a limited partnership under the laws of **FLORIDA** or under the laws of any other jurisdiction.
- 7. Limitations on Withdrawal, Ownership, and Use of Partnership Property:** The following requirements apply to all partners, both general and limited. No partner will be entitled to withdraw or demand the return of all or any part of his, her, or its capital contribution to the Partnership. No partner may require the Partnership to pay to him, her, or it the value of his, her, or its capital account in the Partnership except upon dissolution and liquidation of the Partnership. No partner, general or limited, will

have the unilateral right to compel a liquidation or dissolution of the Partnership or to compel a partition and/or distribution of any property of the Partnership. No partner will have a direct or indirect ownership interest in any property of the Partnership nor will any partner have any right to the income produced by, or the personal use of, property that he, she, or it contributes to the Partnership. The Partnership may redeem the interest of a limited partner, upon the request of a limited partner for a redemption of his, her, or its interest by a vote of seventy five percent (75%) in interest of all partners or as otherwise prescribed in the Articles of Limited Partnership. This voting requirement applies to the permission for a withdrawal and approval of the proposed plan of redemption prescribing value, specific partnership property to be distributed in exchange for the ownership interest of the withdrawing partner, and other terms of surrender and payment.

8. **Authority and Responsibility of the General Partner:** The general partner is to have the exclusive authority to perform all duties of the office of general partner as prescribed and required by the laws of **FLORIDA** and the Articles of Partnership. The laws of **FLORIDA** and general business fiduciary principles that require fairness and prohibit self-dealing apply to the service of a general partner. All statutory prohibitions that limit what a limited partner may do and may not do apply. A limited partner, in his, her, or its capacity as a limited partner, may not bind the Partnership to any obligation or liability whatsoever. All other rights in the nature of voting rights prescribed by **FLORIDA** law are to be exercised by all partners according to their percentages of ownership in the Partnership.
9. **Certification by General Partner:** The undersigned general partner is the duly elected and designated general partner of **SWAIN FAMILY LIMITED PARTNERSHIP, L.P.** and has the authority to execute and deliver this Certificate of Limited Partnership for registration.

Date of Execution: 11/11, 2008.

GENERAL PARTNER:
BKSRAIN, LLC, a Florida Limited Liability
Company


BY: ANDREW KELLY SWAIN
AS ITS MANAGER