

1/17/2020

**A 18597**  
 Division of Corporations  
 Florida Department of State  
 Division of Corporations  
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Division of Corporations  
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Phone : (614)280-3338  
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**LP/LLP AMENDMENT/RESTATEMENT/CORRECTION**  
**SEABOARD WAREHOUSE TERMINALS, LTD.**

Certificate of Status	0
Certified Copy	1
Page Count	03
Estimated Charge	\$105.00

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January 16, 2020

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

SEABOARD WAREHOUSE TERMINALS, INC.  
3455 NW 54 ST.  
MIAMI, FL 33142

SUBJECT: SEABOARD WAREHOUSE TERMINALS, INC.  
REF: M08986

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The company name on the cover page has INC suffix but the document says LTD. Please make proper changes.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Yasemin Y Sulker  
Regulatory Specialist III

FAX Aud. #: H20000015537  
Letter Number: 920A00001244

2020 JAN 17 PM 2:44

**AMENDMENT  
TO  
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP  
OF  
SEABOARD WAREHOUSE TERMINALS, LTD.**

This Amendment to Certificate and Agreement of Limited Partnership (the "Amendment") is executed as of December 31, 2013, by and among **SEABOARD WAREHOUSE TERMINALS, INC.**, a Florida corporation (the "General Partner") and **ROBERT FREHLING, RUSSELL FREHLING, JAMES FREHLING, JUDITH KRAMER, KATHY KRAMER** and **ANDREW BLANK** as Trustee of the **ANDY BLANK REVOCABLE LIVING TRUST DATED DECEMBER 27, 1999** (collectively the "Limited Partners"). The General Partner and the Limited Partners are collectively called the "Partners."

**WITNESSETH:**

**WHEREAS**, the Partners are all of the current partners of Seaboard Warehouse Terminals, Ltd., a Florida limited partnership (the "Partnership");

**WHEREAS**, the Partnership is governed by a Certificate and Agreement of Limited Partnership dated as of December 15, 1984 (the "Existing Agreement"); and

**WHEREAS**, the Partners desire to amend the Existing Agreement as more particularly provided herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to legally be bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the respective meanings set forth in the Existing Agreement. All references in the Existing Agreement to the "Agreement" shall hereafter refer to and mean the Existing Agreement as amended by this Amendment.
3. Term of Partnership. The Partners hereby amend and restate, in its entirety, Article 13 of the Existing Agreement to read as follows:

**ARTICLE 13  
TERM**

The Partnership shall have perpetual existence subject, however, to earlier dissolution and termination in accordance with this Agreement and applicable law.

4. Dissolution of Partnership. The Partners hereby amend and restate, in its entirety, Article 14 of the Existing Agreement to read as follows:

2020 JAN 17 AM 10:30  
FILED

ARTICLE 14  
DISSOLUTION AND SUCCESSOR PARTNERSHIP

The Partnership shall dissolve upon the occurrence of any of the following events:

(a) The withdrawal of a General Partner if no General Partner remains after such withdrawal and the Limited Partners do not elect to continue the Partnership under Section 10.1;

(b) Upon the mutual agreement of the General Partner and Limited Partners having an aggregate Partner Percentage of at least 66-2/3% that the Partnership should be dissolved; or

(c) Otherwise in accordance with applicable law.

5. Ratification and Confirmation. The Limited Partners hereby consent to, ratify and approve all actions heretofore taken by the General Partner for and on behalf of the Partnership in the conduct of the Partnership's business.

6. Amendment of Existing Agreement. To the extent of any conflict between this Amendment and the Existing Agreement, the terms and provisions of this Amendment shall govern and control. Except as modified and amended hereby, the terms and provisions of the Existing Agreement shall remain in full force and effect.

7. Governing Law. This Amendment shall be governed, construed, and enforced according to the laws of the State of Florida, without giving effect to principles of conflicts of laws.

8. Headings. The captions of the sections of this Amendment are for convenience only and shall not be deemed part of the text of this Amendment.

9. Counterparts and Facsimile Signatures. This Amendment may be executed in separate counterparts or counterpart signature pages attached to the same document, and such counterparts, when taken together, or this Amendment with all counterpart signature pages attached will constitute but one and the same instrument. A copy of this Amendment or counterpart hereof executed by any person or entity that is transmitted by facsimile, email or other electronic means shall have the same binding legal effect as an originally signed copy of this Amendment. The parties authorize each other to detach and combine signature pages and consolidate them into a single document.

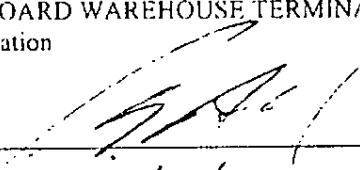
10. Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE EXISTING AGREEMENT, AS AMENDED HEREBY, THE PARTNERSHIP, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OR INACTIONS OF ANY PARTY IN CONNECTION WITH THE PARTNERSHIP.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Certificate and Agreement of Limited Partnership as of the date first above written.

**GENERAL PARTNER:**

SEABOARD WAREHOUSE TERMINALS, INC., a Florida corporation

By:   
Name: \_\_\_\_\_  
Title: *President*

**LIMITED PARTNERS:**

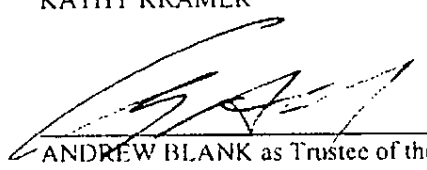
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ROBERT FREHLING

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JAMES FREHLING

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JUDITH KRAMER

\_\_\_\_\_  
KATHY KRAMER

  
\_\_\_\_\_  
ANDREW BLANK as Trustee of the ANDY BLANK  
REVOCABLE LIVING TRUST dated December 27, 1999

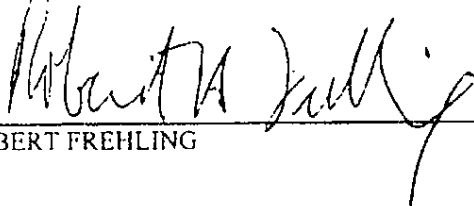
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**GENERAL PARTNER:**

SEABOARD WAREHOUSE TERMINALS, INC., a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIMITED PARTNERS:**

  
\_\_\_\_\_  
ROBERT FREHLING

\_\_\_\_\_  
RUSSELL FREHLING

\_\_\_\_\_  
JAMES FREHLING

\_\_\_\_\_  
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Name:  
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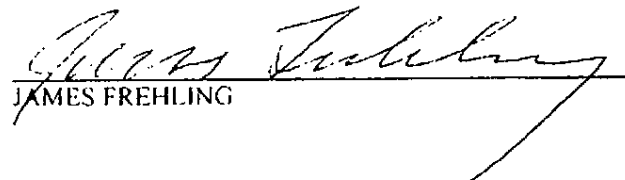
SEABOARD WAREHOUSE TERMINALS, INC., a Florida corporation

By: \_\_\_\_\_  
Name:  
Title:

**LIMITED PARTNERS:**

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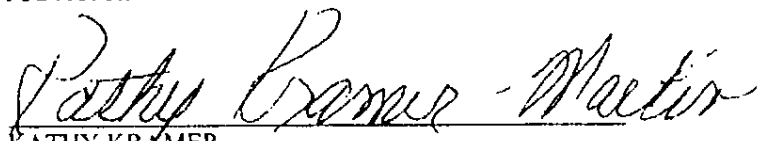
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