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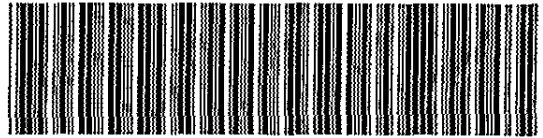
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2-12-03

Mariner Group, Inc.
13451 McGregor Blvd. Suite #27
Fort Myers, FL 33919
239-481-2011

RE: Certificate of Amendment-Plantation Development Ltd.

Enclosed is the Certificate of Amendment for Plantation Development, Ltd. A check for \$105.00 is enclosed for the \$52.50 filing fee and the \$52.50 certified copy fee.

Thomas O. Matthews
CFO

Th

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**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF**

Plantation Development Ltd.

(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on Sept 2, 1987, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: Amendment(s): (indicate article number(s) being amended, added, or deleted)

SEE ATTACHED AMENDMENT DATED August 15, 2002.

This amendment restates the entire partnership agreement.

SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signature(s)

Signature of current general partner:



Allen G. Ten Broek for Mariner Group, Inc.

Signature(s) of new general partner(s), if applicable:

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**Amendment to and Restatement of
the
Amended and Restated Agreement
and
Certificate of Limited Partnership
of
PLANTATION DEVELOPMENT, LTD.,
as amended
Dated the 15th day of August 2002**

Having come for consideration of the General Partner and Limited Partners of the Partnership, the General Partner and the holders of at least fifty percent (50%) of the Limited Partnership Percentage Interests duly adopted the following amendments to the Amended and Restated Agreement and Certificate of Limited Partnership of Plantation Development, Ltd. dated July 24, 1987, as amended, pursuant to Article XIV, Paragraph A as expressed herein:

Capitalized Terms. All capitalized terms that are not otherwise expressly defined herein shall have the meanings ascribed to them in the Amended and Restated Agreement and Certificate of Limited Partnership of Plantation Development, Ltd. dated July 24, 1987. No term used herein is intended to redefine any term(s) used and/or defined in the Amended and Restated Agreement and Certificate of Limited Partnership of Plantation Development, Ltd. dated July 24, 1987, unless expressly stated within an amendment contained herein.

Emphasized Type. letters, numerals, words, phrases, sentences and/or paragraphs emphasized by underlined, *italicized* and/or **bolded** type are intended merely to enhance readability and shall not be construed to create any additional right or duty or to give any greater right, duty or priority to any letter, numeral, word, phrase, sentence and/or paragraph over any other letter(s), numeral(s), word(s), phrase(s), sentence(s) and/or paragraph(s).

The heading and recitals are hereby stricken in their entireties and replaced with:

This Second Amended and Restated Agreement and Certificate of Limited Partnership made and entered into as of this 15th day of August 2002 by and between THE MARINER GROUP, INC., a corporation formed under the laws of the State of Ohio, herein referred to as either the General Partner or in its capacity as General Partner as "MG", and the Limited Partners expressed in the attached Exhibit A. The General Partner and the Limited Partners are sometimes hereinafter referred to individually as a Partner and collectively as the Partners.

RECITALS

1. The Agreement and Certificate of Limited Partnership for Plantation Development, Ltd. (hereinafter called the "Partnership") was adopted by certain parties January 20, 1987.
2. The Amended and Restated Agreement and Certificate of Limited Partnership for Plantation Development, Ltd. was adopted by the Partnership and its partners on July 24, 1987.
3. The Partnership and its Partners desire to again amend and restate the Partnership agreement in its entirety.
4. This amended and restated agreement and certificate of limited partnership is duly executed and is being filed in accordance with 620.109 of the Florida Statutes.

Article XIV, Paragraph B is hereby stricken in its entirety and replaced with:

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Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their principal business address or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

The entire Agreement, as amended herein and heretofore, is restated in the attached Exhibit A.

Withholding no information adverse or contrary, the foregoing is adopted by the General Partner and Limited Partners pursuant to written action as iterated herein and is effective as of the 15th day of August 2002.

PLANTATION DEVELOPMENT LTD.,
a limited partnership formed under the
laws of the State of Florida,

By: THE MARINER GROUP, INC., a
corporation formed under the
laws of the State of Ohio, its
General Partner,

By: Allen G. Ten Broek
Allen G. Ten Broek, its President

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Exhibit A

Second Amended and Restated Agreement
and
Certificate of Limited Partnership
of
PLANTATION DEVELOPMENT, LTD.,
as amended
Dated the 15th day of August 2002

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PLANTATION DEVELOPMENT, LTD.

SECOND AMENDED AND RESTATED

AGREEMENT AND CERTIFICATE OF

LIMITED PARTNERSHIP

August 15, 2002

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PLANTATION DEVELOPMENT, LTD.

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PLANTATION DEVELOPMENT, LTD.

Second Amended and Restated Agreement and Certificate of Limited Partnership

This Second Amended and Restated Agreement and Certificate of Limited Partnership made and entered into as of this 15th day of August 2002 by and between THE MARINER GROUP, INC., a corporation formed under the laws of the State of Ohio, herein referred to as either the General Partner or in its capacity as General Partner as "MG," and the Limited Partners expressed in the attached Exhibit A. The General Partner and the Limited Partners are sometimes hereinafter referred to individually as a Partner and collectively as the Partners.

RECITALS

1. The Agreement and Certificate of Limited Partnership for Plantation Development, Ltd. (hereinafter called the "Partnership") was adopted by certain parties January 20, 1987.
2. The Amended and Restated Agreement and Certificate of Limited Partnership for Plantation Development, Ltd. was adopted by the Partnership and its partners on July 24, 1987.
3. The Partnership and its Partners desire to again amend and restate the Partnership agreement in its entirety.
4. This amended and restated agreement and certificate of limited partnership is duly executed and is being filed in accordance with 620.109 of the Florida Statutes.

ARTICLE I - FORMATION

A. Organization. The parties hereto hereby form a Limited Partnership under the laws of the State of Florida.

B. Statutory Requirement. This Agreement shall serve as a Certificate of Limited Partnership, and the General Partner shall cause this Certificate to be filed in the appropriate office and, thereafter, execute and cause to be filed and otherwise published, such original or amended certificates evidencing the formation and operation of this Partnership whenever the same may be required under the laws of the State of Florida and of any other states where the Partnership shall determine to do business. The General Partner is hereby authorized and empowered by all the Limited Partners to prepare, file and publish either the original or any amended or modified Certificates of Limited Partnership as may be necessary or desirable and each Limited Partner specifically designates and appoints the General Partner, for and on his behalf as his attorney for the exclusive purposes of signing and attesting to such original or amended Certificates of Limited Partnership. The creation of the foregoing power of attorney is coupled with an interest and shall be irrevocable.

C. Purposes of Partnership. The purposes of the Partnership shall be to acquire, invest in, maintain, operate, manage, lease, improve, hold, encumber, sell, exchange, or otherwise dispose of, real property and personal property, either directly or indirectly, and to take any action incidental thereto. The Partnership shall have the power and authority to incur indebtedness, to invest Partnership funds, and to enter into joint ventures, partnerships, and other business arrangements in order to achieve the purposes of the Partnership, and shall have all other rights and powers not expressly prohibited to Limited Partnerships under the laws of the State of Florida.

ARTICLE II - NAME AND PLACE OF BUSINESS

A. Name of Limited Partnership. The name of the Partnership shall be PLANTATION DEVELOPMENT, LTD. The business of the Partnership shall be conducted under such name and

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under such variations of this name as may be necessary to comply with the laws of other states within which the Partnership may do business or make investments.

B. Fictitious Name Certificates. The General Partner shall promptly execute and duly file with the proper offices in each state in which the Partnership may conduct the activities hereinafter authorized one or more certificates as required by the Fictitious Names Act or similar statute in effect as to each such state in which such activities are so conducted.

C. Office and Location of Principal Place of Business; Service of Process. The office and principal place of business shall be located at 13451 McGregor Boulevard, Suite 27, Fort Myers, Florida 33919, or at such other place or places as the General Partner may designate in a written notice to all Limited Partners. Mariner Advisory Group, LLC, a limited liability company formed under the laws of the State of Florida, located at 13451 McGregor Boulevard, Suite 27, Fort Myers, Florida 33919 shall be the agent for service of process on the Partnership pursuant to Section 620.105 of the Florida Statutes.

ARTICLE III - TERM OF PARTNERSHIP

The Partnership shall commence on the date that a Certificate of Limited Partnership is duly filed for record in accordance with the provisions of the Florida Revised Uniform Limited Partnership Act, and shall continue in existence until the 31st day of December, 2010, unless sooner terminated, liquidated or dissolved by law or as hereinafter provided.

ARTICLE IV - CONTRIBUTIONS OF CAPITAL

A. Initial Capitalization. The attached Exhibit A shall be maintained current by the General Partner to include a roster of all Partners, their total initial capital contributions, and their Partnership Percentage Interests. Any change to Exhibit A is not and shall not be considered an amendment to or other modification of this Agreement so long as the revised Exhibit A is so amended or modified pursuant to Article XI, Article XIV or as otherwise provided by this Agreement.

B. Future Contributions. The Limited Partners shall not be required to make any additional capital contributions unless all Partners agree and in no event shall a Limited Partner be personally liable for any losses, obligations or debts of the Partnership in excess of his respective capital contribution.

C. Distribution Rights and Other Rights. The Partnership Percentage Interests contain both distribution rights related solely to the economic value of distributions of the Partnership ("Distribution Rights") and all other rights that are not Distribution Rights ("Other Rights"), each Partner's Distribution Rights equal in percentage to all Distribution Rights in the same percentage as the Partner's Partnership Percentage Interests and each Partner's Other Rights equal in percentage to all Other Rights in the same percentage as the Partner's Partnership Percentage Interests. The Distribution Rights and Other Rights are subsets of and in combination shall equal the right, title and interest of the Partnership Percentage Interests.

ARTICLE V - DIVISION OF PROFITS, LOSSES AND CASH FLOW

A. Definition of Net Profits and Net Losses. The term "net profits and net losses" shall mean the net profits and net losses of the Partnership as determined for federal income tax purposes by the independent certified public accountant servicing the Partnership account.

B. Distribution of Net Profits and Net Losses. All net profits and net losses of the Partnership shall be allocated to the General Partner and the Limited Partners, in equal proportions per Partnership Percentage Interest.

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C. Division of Cash Flow. The cash flow of the Partnership shall be the net profits and net losses of the Partnership as defined in Paragraph A, above, plus depreciation and other noncash charges deducted in determining such profits and losses, minus principal payments on all mortgages, and any other cash expenditures that have not been deducted in determining the net profits and net losses of the Partnership, and minus any amount reasonably determined by the General Partner as being required to maintain sufficient working capital and a reasonable reserve for repairs, replacement and other reasonable contingencies. The cash flow, to the extent that cash is available, will be distributed by the General Partner to all the Partners per their Distribution Rights, as said cash is available for distribution. There shall be no obligation to return to the General Partner or to the Limited Partners, or to any one of them, any part of the respective capital contributions for so long as the Partnership continues in existence. No General Partner or Limited Partner shall be entitled to any priority or preference over any other Partner as to the distribution of the cash flow of the Partnership pursuant to the Distribution Rights; however, this shall not be construed to mean that Distribution Rights cannot be assigned or otherwise transferred as otherwise provided herein.

D. Definition of Capital Transaction. The term "capital transaction" shall mean the sale or other disposition of all or any Partnership assets, financing or refinancing of all or any Partnership assets, the condemnation of all or any Partnership assets, payment from insurance on account of a casualty to any Partnership assets other than payments for insurance on account of business or rental interruption, capital contributions, and similar items or transactions the proceeds of which under generally accepted accounting principles are deemed attributable to capital.

E. Distribution from Capital Transaction. If the General Partner determines that cash available for distribution from a capital transaction, then such cash shall be distributed in the following priority:

1. Creditors - To discharge, to the extent required by any lender or creditor, of debts and obligations of the Partnership.
2. Reserves - To fund reserves as determined by the General Partner for contingent or unforeseen liabilities of the Partnership.
3. Balance - To each of the Partners in proportion to their Distribution Rights.

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ARTICLE VI - OWNERSHIP OF PARTNERSHIP PROPERTY

All real or personal property, including all improvements placed or located thereon, acquired by the Partnership shall be owned by the Partnership subject to the terms and conditions of this Agreement. Each Partner hereby expressly waives the right to require partition of any Partnership Property or any part thereof.

ARTICLE VII - FISCAL MATTERS

A. Books and Records. The General Partner shall keep at the principal place of business and make available to all Partners at any time during normal business hours, just and true books of account maintained in accordance with generally accepted accounting principles (GAAP) consistently applied and all other Partnership records. Any Partner, at its sole cost and expense, shall have the right at all times during usual business hours to audit, examine, and make copies of or extracts from the books and records of the Partnership. Such right may be exercised through any agent, representative or employee of such Partner.

B. Financial and Business Reports. Compiled financial statements of the Partnership, including a balance sheet, income statement, statement of changes in financial position

prepared on a cash basis or cash flow statement, and a statement of changes in Partners' book capital accounts shall be prepared by the General Partner in accordance with generally accepted accounting principles for each fiscal year. Copies of such statements shall be provided by the General Partner to all Partners no later than ninety (90) days from the close of the respective reporting periods. The General Partner shall render to each other Partner such other financial and business reports related to the operations of the Partnership as such Partner may reasonably require.

A firm selected by the General Partner shall be retained to perform the customary annual accounting and preparation of tax returns as an expense of the Partnership. In addition to other financial statements required by this Paragraph, the General Partner or a firm selected by it shall prepare a reconciliation of book-to-tax differences on an annual basis in conjunction with the preparation of tax returns and in accordance with generally accepted accounting principles and the Internal Revenue Code of 1986, as amended. The preparer of all tax returns and financial statements required by this Paragraph shall certify that the financial statements, contributions and distributions to and by the Partnership and all items contained in the tax returns and financial statements are in accordance with this Agreement.

C. Fiscal Year. The fiscal year of the Partnership shall be June 30 or such other time period as from time to time may be approved by the Partners.

D. Bank Accounts. All funds of the Partnership shall be deposited in a Joint Venture account or accounts in the custody of financial institutions approved by the General Partner. Withdrawals from such accounts shall be made only by signatories and in accordance with procedures approved in writing by the Partnership at the General Partner's request. Working capital not currently needed to fund operations shall be invested by the General Partner to provide the greatest return to the Partnership while exercising prudent cash management and fiduciary responsibilities.

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ARTICLE VIII - MANAGEMENT OF PARTNERSHIP AFFAIRS

A. Control and Management. The General Partner shall have sole and exclusive control of the business of the Partnership, and the act of any General Partner in his representative capacity as a General Partner shall be deemed to be the act of the Partnership. Subject to any limitations expressly set forth in this agreement, the General Partner shall have the power and authority to take such action from time to time as they may deem to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Partnership, including without limitation the power to:

1. Acquire or dispose of real property (including any interest therein) for cash, securities, other property or any combination thereof upon such terms and conditions as the General Partner may, from time to time, determine (including, in instances where the property is encumbered, on either an assumption or a "subject to" basis);
2. Acquire, own, hold, improve, manage and lease such property, either alone or in conjunction with others through partnerships, limited partnerships, joint ventures or other business associations or entities;
3. Finance the Partnership's activities either with the seller of such property or by borrowing money from third parties, all on such terms and conditions as the General Partner may deem appropriate. In instances where money is borrowed for Partnership purposes, the General Partner shall be, and is hereby authorized to pledge, mortgage, encumber and grant a security interest in Partnership properties for the repayment of such loans;

4. Employ, retain or otherwise secure or enter into other contracts with personnel (including Affiliates of the General Partner) or firms to assist in the acquisition, developing, improving, managing and general operation of the Partnership properties, including, but not limited to real estate brokers or agents, supervisory, development, and/or building management agents, attorneys, accountants and engineers, all on such terms and for such consideration as the General Partner may deem advisable. For the purposes of this Agreement, "Affiliate" means: (i) any officer, director, or shareholder of any General Partner; (ii) any corporation, partnership, trust or other entity controlling, controlled by or under common control with any General Partner or any person described in (i) above; and (iii) any officer, director, trustee, general partner or shareholder of any entity described in (ii) above. For the purposes of his definition, the term "control" shall also mean the control or ownership of 50% or more of the beneficial ownership in the controlled entity.

5. Open accounts and deposit and maintain funds in the name of the Partnership in banks or savings and loan associations.

6. Amend this Partnership Agreement to reflect the addition or substitution of Limited Partners, or the increase or reduction of the capital accounts of the Partners;

7. Execute, acknowledge and deliver any and all instruments to effectuate the foregoing, and to take all such action in connection therewith as the General Partners shall deem necessary or appropriate.

8. Serve as the "Tax Matters Partner" as that term is defined in Section 6231(a) of the Internal Revenue Code (the "Code").

(a) To the extent and in the manner required by applicable Code sections and regulations thereunder, the Tax Matters Partner shall furnish the name, address, profits, interest and taxpayer identification number of each Partner to the IRS.

(b) To the extent and in the manner provided by applicable Code sections and regulations thereunder, the Tax Matters Partner shall inform each Partner of administrative or judicial proceedings for the adjustment of Partnership items required to be taken into account by a Partner for income tax purposes (such administrative proceedings being referred to as a "tax audit" and such judicial proceedings being referred to as "judicial review").

(c) The Tax Matters Partner is authorized, but not required:

(i) to enter into any settlement with the IRS with respect to any tax audit or judicial review, and in the settlement agreement the Tax Matters Partner may expressly state that such agreement shall bind all Partners except that such settlement agreement shall not bind any Partner who (within the time prescribed pursuant to the Code and regulations thereunder) files a statement with the IRS providing that the Tax Matters Partner shall not have the authority to enter into a settlement agreement on behalf of such Partner;

(ii) in the event that a notice of a final administrative adjustment at the Partnership level of any item required to be taken into account by a Partner for tax purposes (a "final adjustment") is mailed to the Tax Matters Partner, to seek judicial review of such final adjustment, including the filing of a petition of readjustment with the Tax Court or the United States Claims Court, or the filing of a complaint for refund with the District Court of the United States for the district in which the Partnership's principal place of business is located;

(iii) to intervene in any action brought by any other Partner for judicial review of a

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final adjustment;

(iv) to file a request for an administrative adjustment with the IRS at any time and, if any part of such request is not allowed by the IRS, to file an appropriate pleading (petition or complaint) for judicial review with respect to such request;

(v) to enter into an agreement with the IRS to extend the period for assessing any tax which is attributable to any item required to be taken into account by a Partner for tax purposes, or an item affected by such item; or

(vi) to take any other action on behalf of the Partners of the Partnership in connection with any tax audit or judicial review proceeding to the extent permitted by applicable law or regulations.

(d) The Partnership shall indemnify and reimburse the Tax Matters Partner for all expenses, including legal and accounting fees (as such fees are incurred), claims, liabilities, losses and damages incurred in connection with any tax audit or judicial review proceeding with respect to the tax liability of the Partners. The taking of any action and the incurring of any expense by the Tax Matters Partner in connection with any such proceeding, except to the extent required by law, is a matter in the discretion of the Tax Matters Partner and the provisions on limitations of liability of the General Partner and indemnification set forth in the Partnership Agreement shall be fully applicable to the Tax Matters Partner in its capacity as such.

9. In addition to the foregoing enumerated powers, the General Partner shall have such rights, authority and powers conferred by law as are necessary to the management and operation of the Partnership's business, and as are consistent with the characterization and treatment of the Partnership as a Limited Partnership for Federal income tax purposes.

B. Admission of Additional General Partners. Subject to any other provision of this Agreement, after the formation of the Partnership, a person may be admitted as a General Partner only by a written instrument executed by the holders of greater than fifty percent (50.0%) of the combined Partnership Percentage Interests of the General Partner and the Limited Partners.

C. Responsibility of General Partner. The General Partner shall, in accordance with and as limited by this Agreement and to the extent that funds of the Partnership are available therefore, conduct or cause to be conducted the ordinary and usual business and affairs of the Partnership in good faith and in the best interest of the Partnership. Unless negligence, fraud, deceit or a wrongful taking shall be involved, the General Partner shall not be liable or obligated to the Limited Partners for any mistake of fact or judgment made by the General Partner in operating the business of the Partnership, which results in any loss to the Partnership or its Partners. The General Partner does not, in any way, guarantee the return of the Limited Partners' capital or a profit from the operations of the Partnership. Neither shall the General Partner be responsible to any Limited Partner because of a loss of his investment or a loss in operations, unless it shall have been occasioned by fraud, negligence, deceit or a wrongful taking by the General Partner. The General Partner shall devote such attention and business capacity to the affairs of the Partnership as may be reasonably necessary. In this connection, the General Partner, any Limited Partner, any Affiliates, and any shareholder, officer, director or employee thereof, or any person owning a legal or beneficial interest therein, may engage in or possess an interest in any other business or venture of every nature and description, independently or with others, including (but not limited to) the ownership, financing, leasing,

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operation, management, brokerage and development of real property. Neither the General Partner nor any of its respective Affiliates shall be obligated to present to the Partnership any particular investment opportunity, regardless of whether such opportunity is of such character that the Partnership could take if such opportunity is of such character that the Partnership, and the General Partner or its Affiliates shall have the right to take for its own account (individually or otherwise) or to recommend to others any such investment opportunity.

D. Nominees. All Partners recognize that sometimes there are practical difficulties in doing business as a Limited Partnership, occasioned by outsiders seeking to satisfy themselves relative to the capacity of the General Partner to act for and on behalf of the Partnership, or for other reasons. Therefore, the Limited Partners hereby specifically authorize the General Partner to conduct the business of this Partnership, either in its own name or in the name of a nominee, without having to disclose the existence of this Partnership. If the General Partner decides to transact the Partnership business in its own name or in the name of a nominee, it shall place a written declaration of trust in the Partnership books and records that acknowledges the nominee's capacity in which it acts and the name of the true or equitable owner, being the Partnership.

E. Compensation of General Partner. The General Partner will receive no compensation for acting as General Partner, but shall be entitled to reimbursement for any expenses paid by it arising out of the business of the Partnership and to reasonable and customary compensation for services, if any, rendered by a General Partner other than in its capacity as manager of the Partnership business.

F. Admission of Additional Limited Partners. Subject to any other provision of this Agreement, after the formation of the Partnership, a person may be admitted as an additional Limited Partner only with the written consent of the General Partner and all of the Limited Partners, on the filing and recording of an amendment to the original Certificate of Limited Partnership.

G. Admission of Substituted Limited Partner. Subject to any other provision of this Agreement, after the formation of the Partnership, a person may be admitted as a substituted Limited Partner with the written consent of the General Partner upon the filing and recording of an amendment to the existing Certificate of Limited Partnership. Notwithstanding any other provision of this Agreement, before any person is admitted to this Partnership, he shall agree in writing to be bound by all of the provisions of this Agreement.

H. Restrictions on Limited Partners. The Limited Partners shall not have either the obligation or the right to take part, directly or indirectly, in the active management of the business of the Partnership and no Limited Partner is authorized to do or perform any act, thing or deed in the name of or for or on behalf of either the General Partner or the Partnership. Limited Partners are not authorized to and shall not be permitted to do any act, deed or thing which will cause such Limited Partner to be classified as a General Partner of the Partnership. The foregoing is limited to the Limited Partner in its capacity as a Limited Partner, but shall not preclude the Limited Partner to act as the General Partner in its capacity as the General Partner pursuant to its General Partnership interests, if any.

ARTICLE IX - LIABILITIES

A. Liability of Partners. The liability of the General Partner arising from carrying on the business affairs or operations of the Partnership or for the debts of the Partnership is unrestricted. The liability of the Limited Partners with regard to the Partnership in all respects is restricted and limited to the amount of the actual capital contributions (and loans, if any) that each Limited

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Partner makes or agrees to make to the Partnership. The Limited Partners cannot be assessed to make an additional capital contribution to the Partnership above that which each Limited Partner agrees to make to the Partnership. If additional capital contributions to the Partnership are required and are made by a General Partner, it shall not entitle the General Partner to a greater share of the profits or cash distributions of the Partnership than otherwise is provided for by this Agreement.

B. Loans to the Partnership. Nothing herein shall prevent or act against a General or Limited Partner loaning money to the Partnership on a promissory note or similar evidence of indebtedness for a reasonable rate of interest. Any Partner loaning money to the Partnership shall have the same rights and risks regarding the loan as would any person or entity making the loan who was not a Partner of the Partnership.

ARTICLE X - PROHIBITED TRANSACTIONS

A. Limitations on Authority of All Partners. During the time of the organization or continuance of this Limited Partnership, neither the General nor Limited Partners hereof shall do any one of the following:

1. Use the name of the Partnership (or any substantially similar name) or any trademark or trade name adopted by the Partnership, except in the ordinary course of the Partnership business;
2. Disclose to any nonpartner any of the Partnership business practices, trade secrets or any other information not generally known to the business community;
3. Do any other act or deed with the intention of harming the business operations of the Partnership;
4. Do any act contrary to this Agreement, except with the prior expressed approval of all Partners;
5. Do any act which would make it impossible to carry on the intended or ordinary business of the Partnership;
6. Confess a judgment against the Partnership;
7. Abandon or wrongfully transfer or dispose of Partnership property, real or personal;
8. Admit another person or entity as a General or Limited Partner.

B. Limitations on Authority of the General Partner. The General Partner shall not have the authority to:

1. Do any act in contravention of this Agreement or which would make it impossible to carry on the ordinary business of the Partnership;
2. Possess any Partnership asset or assign the rights of the Partnership in specific Partnership asset for other than a Partnership purpose;
3. Alter the purpose of the Partnership as set forth in Article I of this Agreement;
4. Use, directly or indirectly, the assets of this Partnership for any purpose other than carrying on the business of this Partnership, for the full and exclusive benefit of all its Partners.
5. Take any action involving any Major Decisions without having obtained the required approvals.

ARTICLE XI - RESTRICTIONS ON TRANSFERS

A. Prohibition Against Transfer. Except as hereinafter set forth, no Limited Partner shall sell, assign, transfer, encumber, or otherwise dispose of any interest in the Partnership without the

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written consent of the General Partner.

B. Permitted Sales.

1. In the event a Limited Partner receives a bona fide offer for the purchase of all or part of his interest in the Partnership, said Limited Partner shall either refuse such offer or give the General Partner written notice setting out full details of such offer, which notices, among other things, shall specify the name of the offeror, the percentage of interest in the Partnership covered by the offer, the terms of payment, whether for cash or credit, and, if on credit, the time and interest rate, as well as any and all other consideration being received or paid in connection with such proposed transaction, as well as any and all other terms, conditions and details of such offer.

2. Upon receipt of the notice with respect to such offer, the General Partner shall have the exclusive right and option, exercisable at any time during a period of thirty (30) days from the date of said notice, to purchase the interest in the Partnership covered by the offer in question at the same price and on the same terms and conditions of the offer as set out in such notice. If the General Partner decides to exercise the option, it shall give written notice to that effect to the Limited Partner desiring to sell, and said sale and purchase shall be consummated within thirty (30) days thereafter. If the General Partner does not elect to exercise its option or waive its rights in writing, the selling Limited Partner shall be so notified in writing and, subject to any prohibitions or restrictions on transfer imposed by the General Partner for purposes of compliance with applicable securities law, shall be free to sell the interest in the Partnership covered by the offer, if such sale is consummated within ninety (90) days thereafter, or else such interest shall thereafter once again become subject to the restrictions of this Article. Such sale, if permitted, shall be made strictly upon the terms and conditions and to the person described in the required notice.

3. Any assignment made to anyone not already a Partner shall be effective only to give the assignee the right to receive the share of profits to which his assignor would otherwise be entitled, shall not relieve the assignor from liability under any agreement to make additional contributions to capital, shall not relieve the assignor from liability under the provisions of this Agreement, and shall not give the assignee the right to become a substituted Limited Partner. Neither the General Partner nor the Partnership shall be required to determine the tax consequences to a Limited Partner or his assignee, arising from the assignment of a Limited Partnership interest. The Partner shall continue with the same basis and capital account for the assignee as was attributable to the former owner who assigned the Limited Partnership interest. The partnership interest of the General Partner cannot be voluntarily assigned or transferred except to an Affiliate or when such occurs by operation of law.

C. Death of Limited Partner. Upon the death of a Limited Partner, his interest will pass to his estate. Said beneficiary will then be entitled to the rights of an assignee as is provided in Paragraph B 3, above.

D. Substitution of Partners. Notwithstanding anything in this Agreement to the contrary, and only bound by applicable law, if any, any Partner may assign its General Partnership or its Limited Partnership interests to any wholly-owned subsidiary or, if wholly-owned by a single person or entity, the person or entity who or that owns the Partner, or another related entity also wholly-owned by the person or entity who or that owns the Partner, and the Partnership shall commensurately substitute the assignee for the assignor. Any assignment and substitution pursuant to this Paragraph shall not relieve the assignor from liability under the provisions of this

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E. Restrictions on Distribution Rights. Notwithstanding anything to the contrary contained in this Agreement, any Partner may freely transfer all or any portion or derivation of his, her or its Distribution Rights without the consent of the Partners or the Partnership.

ARTICLE XII - TERMINATION OF THE PARTNERSHIP

A. Termination Upon Withdrawal, Bankruptcy, Death or Incapacity of General Partners.

The General Partner, effective as of the last day of any taxable year of the Partnership, may voluntarily withdraw from the Partnership as General Partner and such withdrawal shall have the effect of terminating the Partnership as of the close of business on such last day. Upon the bankruptcy, dissolution, incapacity or resignation of the General Partner, the Partnership shall terminate as of the close of business on the last day of the taxable year in which such event occurs.

B. Voluntary Termination — Effect of Death or Incapacity of Limited Partner. The Partnership may be terminated upon any date specified in a notice of termination, signed by the General Partner and the holders of two-thirds (2/3) of the Limited Partnership Percentage Interest. The death or incapacity of a Limited Partner shall have no effect on the life of the Partnership, which shall continue.

C. Effect of a Termination of the Partnership. Upon the termination of the Partnership, regardless of how it is terminated, the affairs of the Partnership shall be wound up by the General Partner. If for any reason there is not General Partner, or if it refuses to serve, or is incapable of serving, the holders of a majority of the Limited Partnership Percentage Interests may appoint or designate a Trustee-in-Liquidation who shall serve to wind up the affairs of the Partnership. The Trustee-in-Liquidation need not be a commercial corporate trustee, need not be bonded and may be a Limited Partner. Whoever serves to wind up the affairs of the Partnership, the following procedure shall be followed:

In the event of termination and dissolution, the assets of the Partnership shall be sold (except to the extent that Partnership property and improvements must be applied to satisfy any mortgage or note encumbering the same which must look solely to such property and improvements for satisfaction and not to the Partnership or any of its Partners) and the proceeds therefrom distributed in the following order and priority:

1. to the payment of debts and liabilities of the Partnership and expenses of liquidation;
2. to the setting up of any reserves (to be held in a special interest bearing bank account) which the General Partner or Trustee may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership; provided, however, that the expiration of such time as the General Partner or Trustee deems advisable (in no event more than two (2) years from the event of termination and dissolution), the balance of such reserves remaining after payment of such contingent liabilities shall be distributed in a manner hereinafter set forth in this Section; and
3. to the Partners in satisfaction of their respective capital account balance, after making allocations required under the provisions of Article V of this Agreement.

Nothing contained in this Agreement shall defeat the right to either a Limited or a General Partner to require and to have a court-supervised winding up, liquidation and dissolution of the Partnership. No Partner shall be entitled to demand a distribution be made to him in Partnership property, but the General Partner may make or direct property distributions to be made, using the property's fair market value as of the time of

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distribution as the basis for making the distribution.

ARTICLE XIII - POWER OF ATTORNEY

Each of the Limited Partners irrevocably constitutes and appoints the General Partner his true and lawful attorney, with full power of substitution, in his name, place and stead to make, execute, swear to, acknowledge, deliver and file:

A. this Partnership Agreement and any and all agreements amending this Partnership Agreement, as now hereafter amended, that may be appropriate to reflect (i) a change in the name or location of the principal place of business of the Partnership, (ii) the disposition by a Limited Partner of his interest in the Partnership or any part thereof, (iii) the addition of a person or entity becoming a Limited Partner (subject to the provisions of this Agreement), (iv) a distribution in reduction of the capital contribution of a Limited Partner, (v) a change in the capital of the Partnership; and (vi) any other amendment permitted under this Agreement;

B. a Certificate of Limited Partnership, as required under the Uniform Limited Partnership Act (or Revised Uniform Limited Partnership Act) as in force under the laws of any state or jurisdiction where the Partnership shall desire to conduct business for the formation and/or operation of the Partnership as a limited partnership therein;

C. such certificates, instruments and documents as may be required or appropriate in connection with the qualification of the Partnership to do business in any state or jurisdiction and the use of the name of the Partnership therein;

D. such certificates, instruments and documents may be required or as may be appropriate under the laws of any state or jurisdiction to reflect (i) a change of name or address of a Limited Partner or (ii) any changes in the Partnership or amendments to this Agreement;

E. all conveyances or other instruments and documents necessary to effect the dissolution and termination of the Partnership, and all other filings with agencies of the Federal Government and of the states to carry out the purposes of the Partnership and;

F. any other documents, certificates or other instruments, including (without limiting the generality of the foregoing) any and all amendments and modifications of this Partnership Agreement or of the instruments described in paragraph A hereof which may be required or deemed desirable by the General Partner to effectuate the provisions of this Partnership Agreement.

The power of attorney granted hereby shall not constitute of waiver of, or be used to avoid, the rights of the Limited Partners to approve amendments to this Agreement or be used in any other manner inconsistent with the status of the Partnership as a limited partnership.

It is expressly intended by each of the Limited Partners that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the death, adjudication of incompetency or insanity of each such Limited Partner. The foregoing power of attorney shall survive the delivery of an assignment by any of the Limited Partners of all or any part of his Partnership Percentage Interest in the Partnership, except that where an assignee of all of the assignor's Partnership Percentage Interest has become a Limited Partner, then the foregoing power of attorney of the assignor Limited Partner shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any and all instruments necessary to effectuate such change.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

A. Amendment. Any part of this Agreement may be amended or modified by the Partners from time to time but only by a written instrument executed by the holders of greater

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than fifty percent (50.0%) of the combined Partnership Percentage Interests of the General Partner and the Limited Partners. Notwithstanding anything else in this Agreement to the contrary, any and all amendments allowed by and pursuant to this Paragraph may be executed without a meeting.

B. Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their principal business address or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

C. Meetings. Meetings of the Partners shall be held not less than fifteen (15) days after receipt of written notice from the General Partner. The General Partner shall give notice of a meeting of the Partners at any time upon their own choosing or within five (5) days after it shall receive written demand for a meeting from the holders of two-thirds (2/3) of the Limited Partners Percentage Interest.

D. Applicable. This Agreement shall be construed under and in accordance with the laws of the state of Florida and all obligations of the parties created hereunder are performable in Lee County, Florida.

E. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the Partnership created by this Agreement.

F. Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

G. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. Notwithstanding any other provision of this Agreement, before any other person is admitted to this Partnership, he shall agree in writing to be bound by all of the provisions of this Agreement.

H. Legal Construction. If any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

I. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original.

J. Gender. Wherever the context shall require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

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IN WITNESS WHEREOF, each party has executed this Agreement or a counterpart hereof as of the day and year first above written and agrees to be bound hereby.

PLANTATION DEVELOPMENT LTD., a limited
partnership formed under the laws of the
State of Florida,

By: THE MARINER GROUP, INC., a corporation
formed under the laws of the State of Ohio,
its General Partner,

By: Allen G. Ten Broek
Allen G. Ten Broek, its President

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, authorized to administer oaths and take
acknowledgements, personally appeared Allen G. Ten Broek as President of The Mariner Group,
Inc., a corporation formed under the laws of the State of Ohio, who acknowledged before me
that he executed the foregoing instrument freely and voluntarily for the purposes therein
expressed.

SWORN TO and subscribed before me this 15th day of August 2002.

Linda M. Suszek
Notary Public

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My commission expires _____



Exhibit A

<u>Partner</u>	<u>Total Initial Contribution</u>	<u>Partnership Percentage Interest</u>
General Partner		
THE MARINER GROUP, INC.	\$ 21,000.00	1.00%
Limited Partners		
THE MARINER GROUP, INC.	1,475,250.00	70.25%
SOUTH SEAS PROPERTIES COMPANY LIMITED PARTNERSHIP	498,750.00	23.75%
W.T. COX, JR. REVOCABLE TRUST UNDER AGREEMENT DATED MAY 2, 1984	105,000.00	5.00%
	<u>\$ 2,100,000.00</u>	<u>100.00%</u>

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