

A29246

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

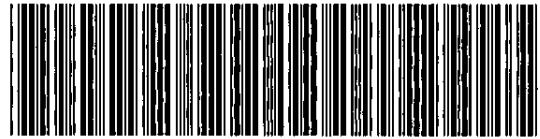
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800137839338

11/17/08--01023--022 **52.50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
NOV 17 AM 10:33

FILED

M. THOMAS

NOV 18 2008

EXAMINER



BrownWinick
ATTORNEYS AT LAW

Brown, Winick, Graves, Gross,
Baskerville and Schoenebaum, P.L.C.

666 Grand Avenue, Suite 2000
Ruan Center, Des Moines, IA 50309-2510

November 13, 2008

direct phone: 515-242-2425

direct fax: 515-323-8525

email: klr@brownwinick.com

Department of State
Division of Corporations
Corporate Filings
PO Box 6327
Tallahassee, FL 32314

Re: Caravel, Ltd.

Dear Sir/Madam:

Enclosed herewith for filing upon the records of your office find "Amendment Number Three to Certificate of Limited Partnership of Caravel, Ltd." Also enclosed is our firm's check in the amount of \$52.50 to cover your filing fee.

Please contact the undersigned if any further is needed. Thank you for your attention to this matter.

Sincerely,

Kathy E. Ruble

Legal Assistant to Ronni F. Begleiter

KLR:hs
Enclosures

NOV 17 AM 10:33
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDMENT NUMBER THREE
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CARAVEL, LTD.**

In order to amend its Certificate of Limited Partnership as required by Florida Statutes section 620.1202, Caravel, Ltd., a Florida Limited Partnership, hereby submits this Amendment Number three to its Certificate of limited Partnership. This Amendment Number Three reflects an agreement made by and between all of the undersigned, being all of the General and Limited Partners of Caravel, Ltd., a Florida limited partnership, with its principal office at 26301 Siena Drive, Bonita Springs, Florida 34145.

WHEREAS, Caravel, Ltd. was created as a Florida limited partnership pursuant to a Certificate of Limited Partnership on September 14, 1987; and

WHEREAS, that Certificate of Limited Partnership has since been amended on both November 23, 1990 (First Amendment) and January 1, 1992 (Second Amendment); and

WHEREAS, the current General Partners of Caravel, Ltd. are John F. Sweeney, Patricia A. Sweeney, Michael J. Sweeney and Karen Sweeney Hanner, and the current Limited partners of Caravel, Ltd. are Patricia A. Sweeney, individually and as Trustee of the EMS Trust, Michael J. Sweeney, and Karen Sweeney Hanner; and

WHEREAS, all of the undersigned wish to further amend the Certificate as provided herein.

NOW, THEREFORE, it is agreed as follows:

1. Section V of the Certificate of Limited Partnership is hereby amended by deleting that section in its entirety and adding the following in lieu thereof:

The term of the Partnership shall be perpetual unless earlier dissolved upon the occurrence of any of the following events:

(a) The bankruptcy, insolvency, resignation, removal, death or incompetency of all General Partners (or of the sole General Partner) subject to the right of the Limited Partners to continue the Partnership by unanimously electing a new General Partner.

(b) The unanimous written consent or affirmative vote of all Partners to dissolve the Partnership.

09 NOV 17 AM 10:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

(c) The disposition of all of the Partnership's real property interests and the distribution of all proceeds of that disposition.

2: That Article X of the Certificate of Limited Partnership is stricken in its entirety and the following is inserted in lieu thereof:

The ownership and transferability of interests in the Partnership are substantially restricted. Neither record title nor beneficial ownership of a Partnership Interest of any Partner may be transferred or encumbered except as set forth in this Certificate and the Agreement creating the Limited Partnership.

A. Generally. This Partnership was formed by family members who know and trust one another and who have assumed management responsibility and risk based upon their relationship and trust. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust. **Except as provided in Section B(2) below with respect to the death or incompetency of an individual Limited Partner, neither record title nor beneficial ownership of a Partnership Interest may be transferred without the prior written consent of all partners.**

In addition, no assignee of a Partnership Interest shall have the right to assign any transferred interest to a new assignee. To be a valid assignment, an assignment must be in writing, the terms of which are not in contravention of any of the provisions of this Certificate and the Partnership Agreement and the assignment must be received by the Partnership and recorded on the books of the Partnership. Until the date on which the General Partners have determined the validity of an assignment or other transfer of a Partnership interest, both the Partnership and the Partners shall be entitled to treat the assignor or transferor of the transferred interest as the absolute owner thereof in all respects.

The Partnership will not be required to recognize the interest of any transferee who has purportedly obtained an interest as the result of a transfer or assignment that is not authorized by this Certificate and the Partnership Agreement, and any such purported transfer and assignment shall be null and void for all purposes. If there is a doubt as to ownership of a Partnership Interest or who is entitled to distributions or other Partnership Property, the General Partners may refuse to make distributions with respect to the interest purportedly transferred until the issue is resolved to the satisfaction of the General Partners.

FILED
NOV 17 AM 10:33
SECRETARY OF STATE
TALLAHASSEE FLORIDA

B. Disclosures, Limitations, and Exceptions. The ownership and transfer or assignment of a Partnership Interest is further subject to the following limitations:

1. Death or Incompetency of a Partner. The death, incompetency, insolvency, bankruptcy, removal or resignation of an individual General Partner will automatically terminate his or her General Partnership Interest as of the date of the individual's death, resignation, removal, or bankruptcy filing or as of the date on which the individual is determined to be incompetent or insolvent. Because the General Partners' economic interest in the partnership is a share of the 5% of Partnership gross annual receipts paid to the General Partners as a management fee, it is appropriate for each General Partner's interest to terminate without compensation when that General Partner becomes unwilling or unable to manage Partnership affairs on account of death, incompetency, resignation or removal or if a General Partner becomes bankrupt or insolvent, thereby forfeiting the trust of the remaining Partners. Therefore, no compensation shall be due the terminated General Partner or anyone claiming through such Partner. Upon the death, incompetency, bankruptcy, insolvency, resignation or removal of a General Partner, the remaining General Partners shall carry on the business of the Partnership without interruption.

2. The executor, administrator, conservator, or legal representative of a deceased or incompetent Limited Partner shall have the status of an Assignee and may exercise all the deceased or incompetent Limited Partner's rights and powers to settle the Limited Partner's estate or administer the Limited Partner's property. However, the estate, administrator, conservator or other representative of a deceased or incompetent Limited Partner shall not have the right to become a substitute Limited Partner.

C. Admission of Substitute Limited Partners. Notwithstanding anything in this article to the contrary, any successor to the Partnership Interest of a Limited Partner permitted under the terms of this Certificate and the Partnership Agreement shall be admitted to the Partnership as a substitute Limited Partner only upon (a) furnishing the General Partners with a written acceptance in a form satisfactory to the General Partners of all of the terms and conditions of the Partnership Agreement and such other documents and instruments as may be required to effect the admission of the successor as a Limited Partner; and (b) obtaining the written consent of all Partners as provided in paragraph A

09 NOV 17 AM 10:38
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

above. The consent may be withheld or granted in the sole discretion of each Partner. No spouse of a limited partner may be admitted as a substitute Limited Partner.

D. Partnership Interest Pledge or Encumbrance. No partner may grant a security interest in or otherwise pledge, hypothecate or encumber his interest in this Partnership or such Partner's distributions without the consent of all Partners. It is understood that the Partners are under no obligation to give consent nor are they subject to liability for withholding consent.

3. That, except as hereinabove expressly modified, the Certificate of Limited Partnership, as amended by the First and Second Amendments, shall continue in full force and effect.


IN WITNESS WHEREOF, all of the General Partners and all of the Limited Partners have signed this Amendment Number Three. This Amendment may be signed in multiple counterparts, all of which together shall constitute one original.

NOV 17 AM 10:33
SECRETARY OF STATE
TALLAHASSEE FLORIDA


FILED

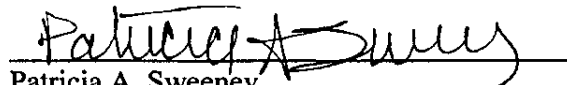
GENERAL PARTNERS:

LIMITED PARTNER:

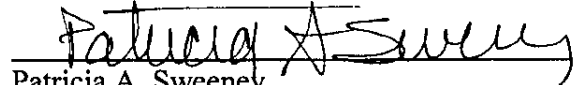


John F. Sweeney

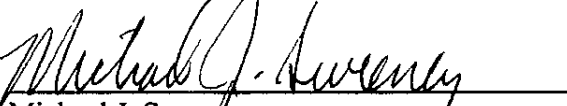
EMS TRUST
By: 
Patricia A. Sweeney, Trustee




Patricia A. Sweeney



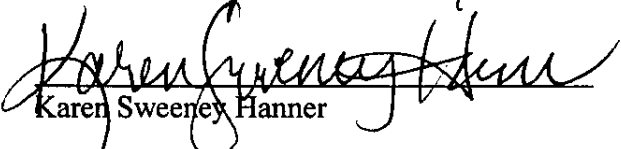
Patricia A. Sweeney



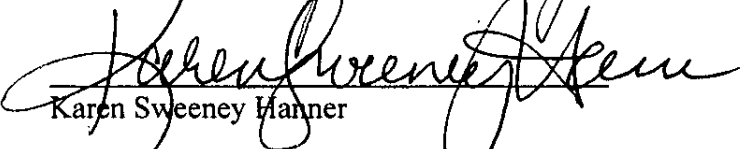
Michael J. Sweeney



Michael J. Sweeney



Karen Sweeney Hanner



Karen Sweeney Hanner