

A92000000252

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

((H16000034067 3)))



H160000340673ABC.

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To: Division of Corporations  
Fax Number : (850) 617-6383

From: Account Name : PETERSON & MYERS PA  
Account Number : I20080000078  
Phone : (863) 676-7611  
Fax Number : (863) 455-1317

RECEIVED  
2016 FEB -9 PM 3:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: jody@premierjuices.com

LP/LLP AMENDMENT/RESTATEMENT/CORRECTION  
LAKE FLORENCE PARTNERS, LTD.

Certificate of Status	0
Certified Copy	1
Page Count	04
Estimated Charge	\$105.00

2016 FEB 15 A 11:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

Electronic Filing Menu

Corporate Filing Menu

Help

FEB 16 2016

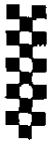
S MASON

Feb. 15. 2016 3:01PM

No. 0224 P. 1

850-817-8381

2/10/2016 9:50:50 AM PAGE 1/001 Fax Server



February 10, 2016

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

LAKE FLORENCE PARTNERS, LTD.  
16405 NORWOOD DR  
TAMPA, FL 33624

SUBJECT: LAKE FLORENCE PARTNERS, LTD.  
REF: A9200000252

RECEIVED  
2016 FEB 15 PM 3:10  
STATE DEPT OF STATE  
TALLAHASSEE, FLORIDA

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

The designation of the registered office and the registered agent, both at the same Florida street address, must be contained within the document pursuant to Florida Statutes. The registered agent must sign accepting the designation as required by Florida Statutes.

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) 245-6051.

Stacey M Mason  
Regulatory Specialist II

FAX Aud. #: H16000034067  
Letter Number: 716A00002826

2/15/16  
Corrected documents  
attached

**AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF**  
**LAKE FLORENCE PARTNERS, LTD.**

Pursuant to the provisions of Section 620.1202, Florida Statutes (2015), the Florida Limited Partnership known as Lake Florence Partners, LTD. (the "Partnership"), whose initial Certificate of Limited Partnership was filed on December 29, 1992, document number A92000000252, and amended by an Amended and Restated Certificate of Limited Partnership filed on October 30, 1999, amends and restates its Certificate of Limited Partnership to read as follows:

1. The name of the limited partnership is Lake Florence Partners, LTD.
2. The purpose (character of business) of the Partnership is to acquire (as capital contributions from the Limited Partners) tangible (real and personal) and intangible property and to, thereafter, hold and manage such property and to do all things reasonably incident thereto, including borrowing, by mortgage, pledge or other lien, and selling, leasing or otherwise disposing of the Partnership property at any time.
3. The principal place of business and mailing address for the Partnership is 16405 Norwood Drive, Tampa, Florida 33624 or such other place as the General Partner may from time to time shall designate upon ten (10) days prior written notice to the Limited Partners. The name and street address of the current registered agent are Joseph D. (Jody) Marshburn, 16405 Norwood Drive, Tampa, Florida 33624.
4. The names and business address of each General Partner are as follows:

Joseph D. (Jody) Marshburn  
16405 Norwood Drive  
Tampa, Florida 33624
5. The term of the Partnership commenced on December 29, 1992, the date of filing of its initial Certificate of Limited Partnership with the Secretary of State of the State of Florida. The term shall continue until all Partnership properties have been sold, forfeited, abandoned or otherwise disposed of, or unless the Partnership is sooner terminated in accordance with the termination provisions of the Partnership Agreement, or as otherwise provided by Partnership Law. The Partnership shall terminate in any event on December 31, 2030.
6. No Limited Partner shall be required or obligated to contribute any capital to the Partnership in addition to his or her agreed capital contribution. The agreed capital contribution was determined when the Partnership commenced.
7. No Limited Partner shall be allowed to withdraw any portion of his or her agreed capital contribution or his or her capital account in money or property prior to the dissolution of the Partnership. Nothing in this paragraph shall be construed to prohibit distributions of cash flow from the Partnership.

(H16000034067 3)

8. The profits and losses of the Partnership, including the profits (gains) and losses arising from major capital transactions, and cash flow from operations are shared as follows:
- A. Profits
1. Operating Profits. One percent (1%) to the General Partners, as a group, and ninety-nine percent (99%) to the Limited Partners, as a group.
  2. Operating Losses. One percent (1%) to the General Partners, as a group, and ninety-nine percent (99%) to the Limited Partners, as a group.
- B. Exception to Profit Sharing Ratios. Notwithstanding anything to the contrary in this paragraph 8, it is understood that the parties intend that any gain arising from Major Capital Transactions (defined below) with respect to such contributed Property shall first be allocated to such contributing Partners so as to reflect the difference between such contributed Property's adjusted basis for tax purposes and its fair market value as of the date of contribution. After the allocations provided for in this Paragraph B, the profit allocations contained in Paragraph A above shall control.
- C. Cash Distributable from Operations. Partnership cash distributable from operations and Partnership cash from subsequent Major Capital Transactions, shall be distributed based on the profit allocations provided in Paragraph A. The General Partner shall determine the extent, if any, and the time of such distributions.
- D. Distributions upon Termination of the Partnership. Upon the dissolution and winding up of the business and affairs of the Partnership, the Partners shall continue to share profits or losses during liquidation of Partnership assets in the same proportion as before dissolution. The proceeds of such liquidation shall be applied and distributed in the following order of priority:
1. Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.
  2. Payment to Partners for loans made by them to the Partnership in the order provided by law.
  3. Payment to the Partners in proportion to their relative positive capital account balances with payment to Limited Partners and then to General Partners.

The term "Major Capital Transactions" refers to sales by the Partnership of all or part of the Partnership properties, any insurance payments or damage recoveries received by the Partnership in respect of the Partnership properties, any condemnation proceeds received by the Partnership for the taking of all or part of the Partnership properties or any proceeds derived by the Partnership from any refinancing of the Partnership's loans.

FILED  
MAR 11 11:41  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

(H16000034067 3)

All allocations of profits, gains or losses and all distributions of cash to be made to the Limited Partners are apportioned among the Limited Partners in proportion to the relative capital account balances of the Limited Partners.

All allocations of profits, gains or losses and all distributions of cash to be made to the General partners are apportioned among the General Partners in proportion to the relative capital account balances of all General Partners.

9. The interest(s) of a Limited Partner in the Partnership are not freely assignable. Rather, under the terms of the Partnership Agreement, except in the case of transfers to family members, the Limited Partner must first obtain the consent of all partners.
10. No additional Limited Partners may be admitted to the Limited Partnership without the consent of the General Partner.
11. There is no right given by the Partnership Agreement to any Limited Partner for a priority over any other Limited Partner as to contributions or as to compensation by way of income, except as set forth in paragraph 8 of this certificate.
12. The General Partner may be removed only in the event that such General Partner or General Partners, as the case may be, are determined and adjudicated to be mentally incompetent or incapacitated by a court pursuant to appropriate and proper legal proceedings.
13. No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution.
14. The Partnership is not a limited liability limited partnership.

IN WITNESS WHEREOF, the undersigned state that this Amended and Restated Certificate of Limited Partnership was duly executed on February 5, 2016, and is being filed in accordance with section 620.1201, Florida Statutes (2015).

Witnesses:

Valerie K. Mc Ardle  
Print name: Valerie K. McARDLE

Arthur C. Kern  
Print name: Arthur Kern

Joseph D. Marshburn  
Joseph D. Marshburn, who is listed in the current certificate of limited partnership as a general partner

FILED  
2016 FEB 15 A 11:41  
SECRETARY OF STATE  
TAMPA, FLORIDA

(H16000034067 3)

Feb. 15. 2016 3:02PM

No. 0224 P. 5

(H16000034067 3)

Witnesses:

Valerie K. Mc Ardle  
Print name: Valerie K. Mc Ardle

Arthur Kern  
Print name: Arthur Kern

Bertha M. Marshburn  
Bertha M. Marshburn, who is listed in the  
current certificate of limited partnership  
as a general partner

Witnesses:

Valerie K. Mc Ardle  
Print name: Valerie K. Mc Ardle

Arthur Kern  
Print name: Arthur Kern

Joseph D. Marshburn  
Joseph D. (Jody) Marshburn, who is  
designated in this Amended and Restated  
Certificate of Limited Partnership as a  
new general partner

FILED

2016 FEB 15 A 11:41

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(H16000034067 3)