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TALLAHASSEE, FL 32301

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PRENTICE HALL,
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ACCOUNT NO. : 072100000032

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REFERENCE : 658172 113424A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : August 11, 1995

ORDER TIME : 10:46 AM

ORDER NO. : 658172

CUSTOMER NO: 113424A

CUSTOMER: Roger O. Isphording, Esq
ISPORDING & WHITE, P.A.

#110
901 Venetia Bay Boulevard
Venice, FL 34292-4043

G. TAX _____
FILING _____ 1750.00
R. AGENT FEE _____ 35.00
C. COPY _____ 64.50
TOTAL _____ 1849.50
N. BANK _____
BALANCE DUE _____
RENT _____

DOMESTIC FILING

NAME: THE DUFFY FAMILY LIMITED
PARTNERSHIP AGREEMENT

G. TAX _____
FILING _____ 1750.00
R. AGENT FEE _____ 35.00
C. COPY _____ 64.50
TOTAL _____ 1849.50
N. BANK _____
BALANCE DUE _____
RENT _____

ARTICLES OF INCORPORATION
☒ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☒ CERTIFIED COPY
☐ PLAIN STAMPED COPY
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jennifer Moran

EXAMINER'S INITIALS: ML

8/11/95

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THE DUFFY FAMILY LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE OF LIMITED PARTNERSHIP

This Agreement of Limited Partnership dated as of the 10th day of August, 1995, by and among EDWARD W. DUFFY of Sarasota, Florida, (hereinafter, together with his successors, referred to as the "General Partner") and the parties further subscribing their names hereto as Limited Partners (hereinafter referred to as the "Limited Partners"). The General Partner and the Limited Partners are sometimes hereinafter referred to as the "Partners".

1. **NAME AND OFFICE.** The Partnership shall be carried on under the name of THE DUFFY FAMILY LIMITED PARTNERSHIP or such other name as the General Partner may designate (hereinafter sometimes referred to as the "Partnership"). The principal ^{and mailing address} office of the Partnership shall be located at 3338 Highlands Bridge Road, Sarasota, Florida, or such other place or places as shall be determined by the General Partner from time to time.

2. **PURPOSE OF PARTNERSHIP.** The purpose and business of the Partnership is to acquire, own, operate, exchange, lease and/or sell real and personal property, and the conduct of any other business which shall be legal for a limited partnership to conduct in Florida. The Partnership Property shall be held in the name of the Partnership or in the name of any bank or trust company authorized to accept trusts under the laws of the State of Florida as trustee for the Partnership.

3. **PARTNERS.** The name and address of each Partner is as described on Exhibit "A" attached hereto and made a part hereof.

4. **TERM.** The term of the Partnership shall commence upon the execution of this Agreement and shall continue until December 31, 2045, unless the Partnership shall be dissolved and terminated prior to such date upon the happening of any one of the following events:

A. The sale, exchange or involuntary conversion of all or substantially all of the Partnership Property;

B. The acquisition by one Partner of all interests in the Partnership of all other Partners;

C. The voluntary dissolution of the Partnership with the written consent of the General Partner and Partners, regardless of classification, owning two-thirds (2/3) of the Partnership interests;

D. The death, adjudication of bankruptcy or incompetency, dissolution, withdrawal, assignment for the benefit of creditors or inability to act of the General Partner if the partnership agreements provide for no successor General Partner; provided, however, that the Partnership shall not be dissolved and terminated if a new General Partner is selected within thirty (30) days by persons (Partners or their successors or assignees) holding a majority of the Partnership interest; and

E. The Partnership may be continued beyond its scheduled termination date by an affirmative vote of the Partners holding a majority of the Partnership interests. However, at any time after the scheduled termination date, any Limited Partner may withdraw his or her capital account by written request to the

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General Partner, who shall cause the Partnership to distribute such capital account within thirty (30) calendar days of the receipt of such written request.

5. ACCOUNTING.

A. The method of accounting of the Partnership and its fiscal year shall be selected by the General Partner.

B. The Partnership books and records shall be maintained at the principal office of the Partnership and each Partner shall, at reasonable times, have full and ready access thereto.

C. Individual capital accounts shall be maintained for each Partner in accordance with this Agreement and applicable Treasury Regulations. The provisions of this section are intended and shall be interpreted to comply with the Treasury Regulations applicable to such accounts. The capital account of each such Partner shall consist of his capital contributions to the Partnership increased by the Partner's prorata share of the Partnership net profits. The capital account of a Partner shall be decreased by distributions to and withdrawals by such Partner from the Partnership and such Partner's prorata share of the Partnership net loss. The terms "Partnership net profit" and "Partnership net loss" shall mean the net profit and loss of the Partnership as determined by the accountant, entity or other individual servicing the Partnership in accordance with generally accepted accounting principles consistently applied.

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D. For all purposes, including for federal income tax purposes, or any similar tax laws of any state or jurisdiction, the Partnership's net profit and the Partnership's net loss shall be allocated to the Partners in proportion to their relative Partnership interests.

E. Each Partner has contributed or will contribute to the capital of the Partnership on or before August 15, 1995, in cash and/or in property, the amounts set forth opposite his or her name as described on Exhibit "A". None of the Limited Partners shall have any liability for the obligations of the Partnership. No Partner of the Partnership is required to make any additional capital contributions to the Partnership. Under no circumstances shall the General Partner have the option, absent the unanimous written consent of the Limited Partners, of creating additional Partnership interests or otherwise diluting the interests of the existing Partners.

F. The cash flow of the Partnership shall be the net profit or loss of the Partnership as defined in subparagraph C above, plus (i) depreciation and other non-cash charges deducted in determining such profit and loss, (ii) the net proceeds from any refinancing of the Partnership's Property, and (iii) the net proceeds from the sale of any of the Partnership's assets, minus (i) principal payments on all mortgages, loans and other Partnership indebtedness, (ii) any cash expenditures which have not been deducted in determining the net profit and loss of the Partnership, and (iii) any amount reasonably required to maintain

sufficient working capital and a reasonable reserve for other contingencies of the Partnership as determined in the sole discretion of the General Partner. The cash flow of the Partnership, as so determined, may be distributed, in the sole discretion of the General Partner, and if distributed, shall be distributed to the Partners in proportion to their respective Partnership interests. Notwithstanding anything contained herein to the contrary, the term "cash flow" shall not include (i) the capital contribution of any Partner, (ii) funds collected as an agent or as an accommodation, and (iii) loans to the Partnership by any Partner. Except as provided above, no Partner shall be entitled to return of his or her capital contributions except by way of distribution to him or her of assets upon dissolution of the Partnership pursuant to the provisions of this Agreement. None of the Partners shall have the right to require distributions of the Partnership or to demand distribution in kind at any time or for any reason whatsoever, except in accordance with this paragraph.

G. The dissolution of the Partnership shall occur as provided elsewhere in this Agreement. Upon such termination and dissolution of the Partnership, a full and general accounting shall be taken of the Partnership business and the affairs of the Partnership shall be completed. The General Partner shall wind up and liquidate the Partnership by selling the Partnership's assets and the proceeds of such liquidation shall be distributed in the following order of priority:

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(1) Payment to creditors of all debts, liabilities and expenses of the Partnership;

(2) Payment to Partners for loans made to the Partnership, if any;

(3) Payment to the Partners of the credit balances in their capital accounts, if any;

(4) Any proceeds thereafter remaining (or in the event the General Partner determines that it is not reasonable to liquidate all of the Partnership Property, the remaining Partnership Property) shall be distributed to the Partners in proportion to their respective Partnership interests.

H. The allocations provided for in this Section are intended to comply with Treasury Regulations issued under Section 704 and related provisions of the Internal Revenue Code and all determinations and adjustments provided for hereunder shall be made under and in accordance with such Treasury Regulations.

6. LEGAL TITLE TO PARTNERSHIP PROPERTY.

A. Legal title to the Partnership Property shall be held in the name of the Partnership. Subject to the provisions of Section 7 and the other provisions hereof, as well as the General Partner's fiduciary responsibility to the Limited Partners, the General Partner shall have the right, power and authority, acting on behalf of the Partnership, to enter into and execute any lease, contract, agreement, deed, mortgage or other instrument or document required or otherwise appropriate to acquire, lease, operate, sell, mortgage, convey, or refinance the

Partnership Property (or any part thereof), to borrow money and execute promissory notes, to secure the same by mortgage (which term "mortgage" is hereby defined for all purposes of this Agreement to include deeds of trust, financing statements, chattel mortgages, pledges, conditional sales contracts and similar security agreements) upon the Partnership Property, to renew or extend any and all such loans or notes and to convey all or any portion of the Partnership Property in fee simple by deed, mortgage or otherwise.

B. In no event shall any party dealing with the General Partner with respect to any of the Partnership Property, or to whom the Partnership Property (or any part thereof) shall be conveyed, contracted to be sold, leased, mortgaged or refinanced (which term "refinanced" is hereby defined for all purposes of this Agreement to include recast, modified, extended or increased) by the General Partner, be obligated to see to the application of any purchase money, rent or money borrowed or advanced thereon, or be obligated to see that the terms of this Agreement have been complied with, or be obligated to inquire into the necessity or expedience of any act or action of the General Partner, and every contract, agreement, deed, mortgage, lease, promissory note or other instrument or document executed by the General Partner, with respect to any of the Partnership Property, shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and delivery thereof, the

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Partnership was in full force and effect, (ii) such instrument document was duly executed and authorized and is binding upon the Partnership and all the Partners thereof, and (iii) the General Partner executing and delivering the same was duly authorized and empowered to execute and deliver any and every such instrument or document on behalf of the Partnership. It is expressly understood and agreed that the manner of holding title to the Partnership Property (or any part thereof) is for the convenience of the Partnership. Accordingly, the spouse, heirs, executors or administrators, beneficiaries, distributees, successors or assigns, of any Partner shall have no right, title or interest in or to any of the Partnership Property by reason of the manner in which title is held; rather, the Partnership Property shall be subject to the terms of this Agreement.

7. MANAGEMENT OF BUSINESS.

A. The General Partner shall devote to the management of the business of the Partnership so much of the General Partner's time as the General Partner deems reasonably necessary to efficient operation. The powers of the General Partner include all powers, statutory and otherwise, possessed by General Partners under the laws of Florida. All decisions made for and on behalf of the Partnership by the General Partner shall be binding upon the Partnership. Except as expressly otherwise set forth in this Agreement, and subject to the General Partner's fiduciary responsibilities to the Limited Partners, the General Partner (acting on behalf of the Partnership), in extension and

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not in limitation of the rights and powers given the General Partner by law or by the other provisions of this Agreement, shall have the full and entire rights, power and authority, in the management of the Partnership business, to do any and all acts and things necessary, proper, convenient or advisable to effectuate the purposes of the Partnership. In furtherance and not in limitation of the foregoing provisions of this Section 7 and of the other provisions of this Agreement, and subject to its fiduciary duty to Limited Partners, the General Partner is, as more fully set forth in Section 6, specifically authorized empowered to execute any and all instruments and documents as shall be required by any lender in connection with any loan or loans, including, but not limited to, executing any mortgage, note, contract, building loan agreement, bank resolution and signature card, release, discharge or any other document or instrument in any way related thereto or necessary or appropriate in connection therewith.

B. All Partnership funds will be deposited in its name in such accounts as the General Partner designates. The General Partner may authorize other persons to draw checks on Partnership bank accounts, but such authority must be in writing. Each bank in which a Partnership account is maintained is relieved of any responsibility to inquire into the Partner's authority to deal with such funds, and absolved of all liability with respect to withdrawals from such Partnership accounts by any person duly authorized by the General Partner.

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D. The General Partner shall provide such services to the operation of the Partnership business as the General Partner shall deem proper and necessary, including the keeping of all Partners informed as to letters, accounts, writings and other information which shall come to the General Partner's attention concerning the business of the Partnership. The General Partner, who shall also be the Tax Matters Partner as that term is defined in Internal Revenue Code, Section 6231(a)(7), shall prepare or cause to be prepared all returns of income required by the Partnership and shall make, in the General Partner's discretion, any available and necessary decisions and elections with respect to the preparation of such returns. The General Partner shall be solely responsible for representing the Partnership in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the General Partner shall keep the other Partners reasonably informed of any Partnership dealings with any tax agency. As soon as reasonably practicable after the close of each fiscal year, the General Partner shall furnish each Partner with a statement showing the contributions, withdrawals, income, gains, deductions, losses and credits charged or credited to such Partner and so allocated to him or her for such fiscal year. All funds of the Partnership shall be deposited in its name in accounts at such bank or banks as determined by the General Partner and the General Partner shall arrange for the appropriate conduct of such accounts.

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E. The death, adjudication of bankruptcy or incompetency, dissolution, withdrawal or assignment for the benefit of creditors of a General Partner shall not cause a termination of the Partnership except as otherwise provided in Section 4 hereof but the interest of any successor-in-interest of the General Partner shall only be that of a Limited Partner.

F. The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership or any of the Partners for any acts performed by the General Partner within the scope of the authority conferred on or to the General Partner hereunder, provided the General Partner shall have acted in good faith and shall not have been guilty of wilful misconduct or gross negligence. Except for actions of wilful misconduct or gross negligence, the Partnership shall indemnify and hold the General Partner harmless from any loss or damage (including but not limited to reasonable attorney's fees with appellate proceedings) incurred by the General Partner because of any action performed by the General Partner on behalf of the Partnership in accordance with the terms hereof.

G. The General Partner shall be entitled to reasonable compensation for the General Partner's management of the Partnership's business. All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including (but not limited to) overhead, administrative and travel expenses, and professional, technical, administrative and other services, will be reimbursed by the Partnership.

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8. ASSIGNABILITY, TRANSFER OR SALE OF THE INTEREST OF
GENERAL PARTNERS.

A. Except as hereinafter provided, the Partners may not sell, assign, transfer or otherwise dispose of their interest in the Partnership except with the unanimous written consent of the Partners, which consent is within the sole discretion of the Partners to give or not to give.

B. Any voluntary or involuntary assignment, transfer or disposition of a Partnership interest shall be subject to the following additional limitations:

(1) Any person or entity succeeding to any-part or all of the Partnership interest of a General Partner or Limited Partner, either directly from a Partner or from any successor to the interest in the Partnership of a Partner ("Assignee of a Partner"), shall become a substitute Limited Partner, but only upon the execution, by the Assignee of the Partner, of a written agreement to be bound by all the terms and conditions of this Agreement.

(2) No Assignee of a Partner shall acquire any greater interest in the Partnership than the interest in the Partnership of the Partner, to the extent said interest is assigned.

(3) Any assignment, transfer or conveyance by a Partner of any portion of his or her interest in the Partnership, which is not in accordance with the transfers permitted under

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this Section 8, shall not relieve such Partner of any of the obligations, liabilities or duties imposed by this Agreement.

(4) The substitute Limited Partner shall pay reasonable expenses incurred by the Partnership in connection with the assignment or transfer of the Partnership interest (including attorneys' fees, and the cost of preparing and filing amendment to the Certificate of Limited Partnership).

C. Notwithstanding Paragraph A of this Section 8 (but subject to the provisions of Paragraph 8 hereof), a Partner may assign a portion or all of his or her Partnership interest to or in trust for the benefit of any of his or her lineal descendants, any other Partner, or the lineal descendants of any other Partner and/or spouses of the foregoing (collectively hereinafter referred to as "Permitted Assignees"), but in no event by direct transfer to a minor or incompetent.

D. A Partner may voluntarily sell, assign or otherwise transfer his or her interest in the Partnership to or among any persons or entities other than Permitted Assignees, but only by first giving notice to each other Partner and offering to sell said interest to such Partners under the terms and conditions of Section 8, Paragraph E below.

E. Within thirty (30) days after the notice described in Section 8, Paragraph D is received, each Partner may, by written notice elect to purchase his or her proportionate share of the applicable Partnership interest. Proportionate share shall mean the Partnership interest of each (or each other)

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Partner compared to the total Partnership interests of all Partners (excluding the Partner desiring to sell or otherwise dispose of his or her interest). If any Partner does not so elect, the other Partners may within the next ten (10) days elect to purchase said proportionate share. The purchase price in the case of a transfer or other disposition shall be the lower of the price contained in the written offer to sell to the proposed transferee or the value of the transferor's Partnership interest as determined in accordance with the procedure set forth in Section 9 below. If the purchase price is equal to the price contained in the written offer to sell, then the other terms of that offer shall also apply to the purchase. Otherwise, the purchase price shall be payable ten percent (10%) down with the balance in five (5) equal annual installments, together with interest, at the prime interest rate fixed by a bank designated by the General Partner, but not to exceed the greater of ten percent (10%) per annum or the minimum amount necessary to avoid imputation of interest for federal income tax purposes. In either event, the closing shall take place thirty (30) days following delivery of the last valid notice of an election to purchase, or, if later, twenty (20) days following the receipt of any required appraisals.

F. For sixty (60) days following the adjudication of bankruptcy of any Partner or for sixty (60) days following the death of any Partner, unless the Partnership interest of said Partner is bequeathed to or inherited by a permitted Assignee,

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each Partner may, by written notice to said Partner or his or personal representative, as the case may be, elect to purchase his or her Proportionate share of the applicable Partnership interest. If any Partner does not so elect, the other Partners may within the next ten (10) days elect to purchase said Proportionate share. The purchase price, determined in accordance with the procedure set forth in Section 9 below, shall be payable under the same terms as those described in Section 8, Paragraph E above. The closing shall take place thirty (30) days following delivery of the last valid notice of an election to purchase or, if later, twenty (20) days following the receipt of any required appraisals.

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G. No Partner has any right to withdraw from the Partnership except with the written consent of the General Partner.

9. VALUATION OF PARTNERSHIP INTEREST.

A. There is annexed to this Agreement a "Schedule of Value of Partnership" which the Partners have signed concurrently with the execution of this Agreement. Said schedule (designated as Exhibit "B") sets forth the agreed value of the Partnership. The Partners shall revise the "Schedule of Value of Partnership" from time to time so that the revised valuations will reflect changes which occur in the value of the Partnership. The Partners intend that agreed revisions in the value of the Partnership shall be made as often as the Partners deem appropriate, but that, in any event, an agreement as to value

shall be made at least once every year from the date of execution of this Agreement. If the value of the Partnership interest of a Partner is to be determined in accordance with the provisions of this Section 9, then the price of the Partnership interest to be purchased shall equal the agreed value of the Partnership multiplied by such Partner's percentage Partnership interest. Agreements as to the value of the Partnership shall be made in writing by Partners owning at least two-thirds (2/3) of the Partnership interests and may be made either by endorsement of Exhibit "B" attached hereto or by supplementing said Exhibit, or in any other way which sufficiently establishes that written agreement has been made by the parties hereto as to the value of the Partnership.

B. If, at the time of the event triggering a right to purchase a Partner's Partnership interest, no agreement as to the value of the Partnership has been made within the twelve (12) month period immediately preceding the date of said event, then the value of the Partnership interest to be purchased shall be based upon the book value of the Partnership as of the last day of the month preceding said event, but subject to the following adjustments:

(1) Insurance shall be valued at its cash surrender value, except that if the Partnership interest of a deceased Partner is being valued, the face amount of any insurance proceeds to be received by the Partnership on account of his or her death shall be used as the value of the insurance.

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(2) Marketable securities shall be valued at their fair market value.

(3) The value of real estate shall be determined by an appraised value procedure as set forth in paragraph C below.

C. Within ten (10) days after an appraisal is required under any provision hereof, each terminating Partner shall select an appraiser (who is a member of the American Institute of Real Estate Appraisers). The remaining Partners shall select an appraiser by agreement of Partners owning a majority of the Partnership interests. If any Partner fails to name an appraiser within the specified time, the other Partners may select the second appraiser. The two appraisers so selected shall proceed promptly to determine the fair market value of the Partnership real estate, taking into consideration any outstanding indebtedness, liabilities, liens and obligations relating to the Partnership property. The determination of such fair market value by the two appraisers, selected as hereinabove provided, shall be final and binding on all parties; and, if the two appraisers so selected are unable to agree on such fair market value, said appraisers shall select a third appraiser (who shall also be a member of the American Institute of Real Estate Appraisers), whose determination as to such fair market value shall be averaged with the appraisals of the other two appraisers, and the average of the three appraisals shall be conclusive evidence as to such fair market value and shall be

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final and binding on all parties. The appraisers shall deliver a written report of their appraisal to the General Partner, who shall provide copies thereof to all interested parties. Each party shall pay the fee and expense of the appraiser selected by such party and, if a third appraiser is selected, the fee of the third appraiser shall be borne equally by the parties appointing the other two appraisers.

10. LIMITED PARTNERS' INTERESTS.

A. No Limited Partner shall take part in any aspect of the management of the business or transact any business for the Partnership, and shall have no power to sign for or act on behalf of the Partnership, and shall be entitled only to vote with respect to those matters specifically provided for herein. Nothing herein contained shall prevent the Partnership from employing a Limited Partner to render services to and for the Partnership. A Limited Partner shall only have such rights concerning the conduct of Partnership affairs as are specifically provided for herein and as are provided for a Limited Partner by the Florida Limited Partnership Act, to the extent not inconsistent with the specific provisions of this Agreement.

B. No Limited Partner shall be liable for any debts of the Partnership or any of its obligations except to the extent of his or her contribution to the Partnership capital and his or her share of undistributed profits.

11. DEFAULT.

A. The violation of any provisions of this Agreement by a Partner and the failure to remedy or cure such violation within ten (10) days after written notice of such violation from the Partnership shall constitute an event of default.

B. In the event of a default by a Partner, in addition to other remedies at law or equity available to the Partnership, such Partner shall receive no distributions of cash flow from the Partnership and, upon dissolution and liquidation of the Partnership, shall be entitled to receive no more than such Partner's original capital account balance in the Partnership, without any adjustment for interest.

12. NOTICES. All notices, designations, consents, offers, or any other communication provided for herein shall be in writing and either delivered manually to the person or entity entitled to receive such notice, or mailed, postage prepaid, by registered or certified mail, which shall be addressed (i) in the case of any Partner, to his or her residence, to his or her address shown herein, or to such other address as may be designated by him or her to the Partnership and to the other Partners in writing, and (ii) in the case of the Partnership, to its principal place of business in care of the then General Partner. The date of giving such notice shall be five (5) days after the date of such mailing. Notice to the Personal Representative of a deceased Partner shall be mailed in the same manner to the last known address of such Representative.

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13. DISTRIBUTIONS ON DISSOLUTION. Upon dissolution of the Partnership, the General Partner (or if there is no General Partner, then any liquidating agent designated by a majority interest of Distributive Shares of the Limited Partners) shall file a Certificate of Cancellation under the Act with the Secretary and shall proceed to an orderly liquidation of the Partnership. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of the liabilities to creditors. The proceeds of such liquidation, after payment of the expenses of liquidation, shall be applied and distributed in the following order of priority:

A. To the payment of all debts and liabilities of the Partnership;

B. To fund reserves which the General Partner (or liquidating agent) deems reasonably necessary for any contingent or unforeseen third party liabilities or obligations of the Partnership arising out of or in connection with the Partnership's business; and

C. Then in accordance with the positive Capital Account balances of the Partners after taking into account all adjustments to the Partners' Capital Accounts for the taxable year during which such liquidation occurs.

Distributions of Partnership Property may be made in kind if the General Partner or liquidating agent so elects, and each Partner shall accept Property so distributed notwithstanding that the percentage of an asset distributed to him or

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her may differ from the percentage in which the Partner shares in distributions from the Partnership.

14. IRS ELECTIONS. The General Partner, in the General Partner's sole discretion, may take all necessary actions to avail the Partnership of the elections provided in Section 734, 743 and 754, of the Internal Revenue Code of 1986, as amended, during the earliest fiscal period in which such election can be made following a request by any of the Partners. Any adjustments made pursuant to the foregoing shall affect only the successor-in-interest to the requesting Partner. A requesting Partner will furnish the Partnership with all information necessary to give effect to such election.

15. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, legatees, devisees, legal representatives, successors, transferees and assigns.

16. INVALIDITY OF PROVISIONS. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to be one agreement.

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18. APPLICABLE LAW. This Agreement shall be governed and construed under, the laws of the State of Florida, all rights and remedies being governed by said laws.

19. WAIVER OF BREACH. A waiver of any breach or condition of this Agreement shall not be deemed a waiver of any other prior or subsequent breach or condition of any kind.

20. TERMINOLOGY. Unless the context otherwise requires, pronouns, wherever used herein, shall include the corresponding masculine, feminine, or neuter pronouns, as the case may be. Article headings hereunder are for convenience of reference only and shall be given no legal effect in the interpretation of this Agreement.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties and may be modified or amended only by a signed writing executed by all the then Partners or their representatives.

22. OTHER INTERESTS OF PARTNERS. Any Partner may engage and possess any interest in any other business venture of any nature, kind or description, including, without limiting the generality of the foregoing, any business venture engaged in the same type of business as the Partnership even if such business is competitive with that of the Partnership. Neither the Partnership nor any of its Partners shall have a right in and to such other business venture, or the income or profits derived therefrom. No Partner need disclose to any other Partner or the Partnership any other business venture in which such Partner may

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have an interest or other business opportunity presented to him or her. Notwithstanding the above, the Partners will not reasonably compete to the detriment of the activities described herein.

23. POWER OF ATTORNEY. Each Partner hereby makes, constitutes and appoints the General Partner as his or her true and lawful attorney and agent in his or her name, place and stead to sign, to execute, acknowledge, swear to and file the documents described below which, in the discretion of the General Partner, are required to be signed, executed, acknowledged, sworn to or filed by a Partner to discharge the purposes of the Partnership. The documents which the General Partner may execute on behalf of each Partner shall be limited to Certificates of Limited Partnership and all fictitious or assumed name certificates.

The power of attorney set forth above is irrevocable and is declared to be a power coupled with an interest and therefore shall survive the death or incompetency of any Partner and shall extend to the Partner's heirs, legal representatives, successors and assigns; provided, however, that the aforementioned power of attorney shall be revoked with respect to any transferor of a complete Partnership interest upon the admission of the assignee as a substitute Limited Partner pursuant to the terms of this Agreement.

24. AMENDMENTS. Except as hereinafter provided, this Agreement may be amended by a writing executed by the General Partner and by all Partners regardless of classification owning

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not less than two-thirds (2/3) of the Partnership interests. Notwithstanding anything to the contrary herein contained, amendment shall be made to this Agreement which shall:

A. Cause the Partnership to become a General Partnership; or

B. Cause a material change in the duties, obligations or rights (including the rights to share in net profits, net losses and gain on sale or Partnership Property and cash distributions) of the Partners, unless such amendment shall be in writing and shall have the consent of all of the Partners. The General Partner, without the approval of any other Partner, may amend this Agreement to reflect changes made: (i) in the membership of the Partnership; (ii) in contributions made to the Partnership in accordance with the terms hereof; (iii) to add to the duties or obligations of the General Partner in this Agreement; (iv) to cure any ambiguity or to correct or supplement any provision in this Agreement which may be inconsistent with any other provisions; and (v) to comply with applicable requirements of a particular jurisdiction in which the Partnership must qualify as a foreign Limited Partnership in order to transact business in such jurisdiction. The General Partner shall also be authorized, without the approval of any other Partner, to make any amendment from time to time required to comply with the then existing requirements of the Internal Revenue Code of 1986, as amended, any Regulations promulgated thereunder, or rulings issued pursuant thereto, affecting the

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status of the Partnership as a Limited Partnership for federal income tax purposes.

25. **CAPTIONS.** The captions of paragraphs are for convenience and shall not be construed as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

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Witnesses:

Serge P. Wandy
Louise DeKadai

GENERAL PARTNER:

Edward W. Duffy
Edward W. Duffy

LIMITED PARTNERS:

Serge P. Wandy
Louise DeKadai

Edward W. Duffy
Edward W. Duffy

Serge P. Wandy
Louise DeKadai

Jean M. Duffy
Jean M. Duffy

EXHIBIT "A"
GENERAL PARTNER:
CAPITAL
CONTRIBUTION:

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Percentage of
Partnership Interest:

GENERAL PARTNER:

Edward W. Duffy
3338 Highlands Bridge Road
Sarasota, Florida 34235

Capital Contribution: 13,592⁰⁰

Percentage of Partnership Interest - 1%

LIMITED PARTNERS:

Edward W. Duffy

Capital Contribution: 677,508⁰⁰
Percentage of Partnership Interest - 49%

Jean M. Duffy
3338 Highlands Bridge Road
Sarasota, Florida 34235

Capital Contribution: 691,100⁰⁰
Percentage of Partnership Interest - 50%

EXHIBIT "B"

**SCHEDULE OF VALUE
OF PARTNERSHIP**

The undersigned hereby agree that the value of the Partnership as of _____, 1995, is \$_____. (See Section 9, Paragraph B, of the Partnership Agreement as to initial valuation).

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AFFIDAVIT

STATE OF NEW YORK
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared EDWARD W. DUFFY and JEAN M. DUFFY, who, after being first duly cautioned and sworn upon their oaths, depose and say:

1. They are forming a family limited partnership entitled "Duffy Family Limited Partnership."

2. They file this Affidavit to comply with the provisions of Florida Statute 620.108(1) and hereby declare that the amount of the capital contributed by each of them as the sole limited partners of said Partnership is as follows:

Edward W. Duffy - \$677,508.00
Jean M. Duffy - \$691,100.00.

3. It is not anticipated that there will be additional contributions by the limited partners.

FURTHER AFFIANTS SAITH NOT.

Edward W. Duffy
EDWARD W. DUFFY, Limited Partner

Jean M. Duffy
JEAN M. DUFFY, Limited Partner

Edward W. Duffy
EDWARD W. DUFFY, General Partner

SWORN TO AND SUBSCRIBED before me this 10th day of August, 1995, by EDWARD W. DUFFY and JEAN M. DUFFY, (Notary choose one) [☒] who are personally known to me or [☐] who have produced _____ as identification.

Julianne Giangolini
Signature of Notary Public
JULIANNE GIANGOLINI
Notary Public in the State of New York
Qualified in Onondaga County
My Commission Expires February 28, 1997

PRINT name of Notary Public
and affix seal.

My Commission Expires:

DESIGNATION OF RESIDENT AGENT


STATE OF NEW YORK

COUNTY OF _____

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We hereby designate ROGER O. ISPHORDING, who is a member of The Florida Bar, a resident of Sarasota County, Florida, whose place of residence is 336 Woods Pointe Road, Osprey, Florida 34229, and whose business address is 901 Venetia Bay Boulevard, Suite 110, Venice, Florida 34292, as our agent for the service of process or notice of any action against the Duffy Family Limited Partnership, a Florida Limited Partnership.


EDWARD W. DUFFY, General and
Limited Partner


JEAN M. DUFFY, Limited Partner

SWORN TO AND SUBSCRIBED before me this 10th day of August, 1995, by EDWARD W. DUFFY and JEAN M. DUFFY, (Notary choose one) [☒] who are personally known to me or [☐] who have produced _____ as identification.


Signature of Notary Public

JULIANNE GIANGOLINI
Notary Public in the State of New York
Qualified in Oneida County

My Commission Expires February 22, 1997

PRINT name of Notary Public
and affix seal.

My Commission Expires:

ROI:dufsp.des

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
ANNUAL REPORT
1996



FLORIDA DEPARTMENT OF STATE
Sandra Morthern
Secretary of State
DIVISION OF CORPORATIONS

FILED

95 DEC 20 AM 11:02

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE

1. Name of Limited Partnership

1a. DOCUMENT #
A95000001207

THE DUFFY FAMILY LIMITED PARTNERSHIP

96-AR

CM

Mailing Address

**3338 HIGHLANDS BRIDGE ROAD
SARASOTA FL 34235**

Principal Office Address

**3338 HIGHLANDS BRIDGE ROAD
SARASOTA FL 34235**

2. New Mailing Address, if Applicable

Suite, Apt. #, etc

City, State & Zip

2a. New Principal Office Address, if Applicable

Suite, Apt. #, etc

City, State & Zip

If above addresses are incorrect in any way, line through the incorrect information and enter correct address in Block 2 and/or 2a

3. Date Formed or Registered to Do Business in
FLORIDA
08/11/1995

3a. Date of Last Report

4. State or Country of Formation
FL

5a. Capital Contributions as Shown
on Record
\$1,388,808.00

5b. Amount of Capital Contributions in
FLORIDA to date
\$1,358,191.00

6. FEI Number

65-0611323

Applied For

Not Applicable

7. CERTIFICATE OF STATUS REQUIRED

8. FEES: 1.) Filing Fee: Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$437.50
2.) Supplemental Fee: \$138.75 (pursuant to section 607.193, F.S.)

THE AMOUNT DUE SHALL BE NO LESS THAN \$191.25 (\$52.50 + \$138.75) AND NO MORE THAN \$576.25 (\$437.50 + \$138.75)

Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.

MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE.

9. Name and Address of Current Registered Agent

**REPHORING, ROGER O
801 VENETA BAY BLVD., SUITE 110
VENICE FL 34292**

10. If changed, new Registered Agent/Office

Name

Street Address (P.O. Box Number Is Not Acceptable)

Suite Apt. #, etc

City

FL

Zip Code

10a. Pursuant to the provisions of sections 620.1051 and 620.192, Florida Statutes, the above-named limited partnership organized or re-registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by a general partner(s) I hereby accept the appointment of registered agent. I am familiar with, and accept the obligations of section 620.192, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment)

DATE

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY

11. Name(s) of General Partner(s)

DUFFY, EDWARD W

11a. Address of Each General Partner
(Do NOT Use Post Office Box Numbers)

3338 HIGHLANDS BRIDGE

11b. City, State & Zip Code

SARASOTA FL 34235

11c. Registration/
Document Number

**300001675023
-01/02/95--01038--022
****576.25 ****576.25**

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(k) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee empowered to execute this report as required by chapter 620, Florida Statutes.

SIGNATURE

DATE

Typed or Printed Name of General Partner Signing Form

Telephone Number