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**CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
BIANCULLI FAMILY LIMITED PARTNERSHIP AGREEMENT**

Pursuant to the provisions of Section 620.109, Florida Statutes, this Florida Limited Partnership, whose certificate was filed with the Florida Department of State on October 24, 1995, adopts the following **Certificate of Amendment** to its certificate of limited partnership.

**FIRST:**

**ARTICLE I, GENERAL**, is amended so as to add new **Paragraph 1.9**, which shall read as follows:

**"Paragraph 1.9.** All Partnership receipts and income shall be deposited into Partnership bank account."

**SECOND:**

**ARTICLE IV, CAPITAL CONTRIBUTIONS**, is amended so as to delete **Paragraph 4.3 PARTNERS INTERESTS**, and in its place and stead, the following new **Paragraph 4.3 PARTNERS INTERESTS** shall be inserted:

**"4.3 PARTNERS INTERESTS.** The interest of each Partner in the Partnership at any time shall be the same proportion which such Partner's total capital contribution bears to the total capital contributions of all of the Partners. An assignee's capital shall be the Market Value of his or her interest in this Partnership."

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**THIRD:**

**ARTICLE V, PARTNER'S ACCOUNTS**, is amended so as to add new **Paragraph 5.3**, which new **Paragraph 5.3** shall read as follows:

**"Paragraph 5.3.** No limited partner may liquidate or withdraw his or her interest without the unanimous consent of all partners, subject to Section 6.1(C)."

**FOURTH:**

**ARTICLE VI, PROFITS AND LOSSES**, is amended so as to delete **Paragraph 6.1** and in its place and stead, new **Paragraphs 6.1(A), 6.1(B), 6.1 (C) and 6.1 (D)**, shall be inserted, which new paragraphs shall read as follows:

**"6.1 (A) PARTNERS' INTERESTS.** The net profits and losses and each item of income, gain, loss, deduction, or credit of the Partnership shall be allocated among the Partners in proportion to their interests in the Partnership determined pursuant to section 4.3 hereof, after taking into account the reasonable allowance of compensation for any services performed by LOUIS R. BIANCULLI, CO-TRUSTEE or DORIS BIANCULLI, CO-TRUSTEE, or the General Partner as required by Internal Revenue Code Section 704(e)..

**6.1 (B)** The General Partner does not have the right to alter the rights, duties obligations of a Limited Partner's interest.

**6.1 (C)** A Limited Partner may sell or transfer his or her interest, or withdraw from the Partnership upon written consent of the General Partner, but the remaining Partners have the right of first refusal, exercisable within ninety days of written notice, to acquire such interest in proportion to their interests, at the same price and terms as offered by a third party to the Limited Partner or if no third party purchaser exists, then the withdrawing limited partner shall first offer to sell his limited partner interest to the remaining partners at its fair market value as supported

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by appraisal. The purchase price shall be the appraised fair market value for each percent of ownership unless altered by 51% of the partners. Upon agreement of all of the Partners, this Partnership may be liquidated or dissolved. Payment of such purchased interest shall occur over a period of five (5) years at 5% interest. Such right of withdrawal is subject to Florida Statute 620.147 and the General Partner has the right to determine the "fair value of the Partnership assets" pursuant to F.S. 620.145(1). In the event the Partnership does not have sufficient cash on hand to make the monthly payment (after the Partnership pays its normal debts, expenses and salaries and any guaranteed payments) then the monthly payments shall be deferred until the Partnership has sufficient cash. Notwithstanding anything to the contrary, no limited partner may withdraw until the term of this Partnership expires.

**6.1 (D)** The General and Limited Partnership interests shall have equal rights to the distribution and allocation of profits and losses in proportion to their percentage interests."

**FIFTH:**

**ARTICLE IX, TRANSFER OF LIMITED PARTNER'S INTEREST**, is amended so as to delete in its entirety **Paragraph 9.1 A.** and in its place and stead, new **Paragraph 9.1 A.** shall be inserted, which shall read as follows:

**"9.1 A. PROHIBITION ON TRANSFER.** A Limited Partner shall not transfer all or any portion of his or her interest in the Partnership except with the express written consent of the General Partner, which consent need be given for any reason, and all of the Partners holding Limited Partnership interests, and except as provided in this Article IX and in Article 6.1(C). Any purported transfer of a Limited Partner's Partnership interest not in conformance with this Article IX and Article 6.1(C), shall be null and void and of no effect. Any transfer by a Partner results in the transferee becoming an "assignee" as defined by the Florida Statutes, and without

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Partner's rights until admitted to the Partnership by unanimous consent of all Partners."

**SIXTH:**

ARTICLE IX is further amended so as to delete the first complete paragraph of Paragraph 9.2 SALE OF INTEREST and in its place and stead, new first paragraph of Paragraph 9.2 SALE OF INTEREST shall be inserted, which shall read as follows:

"9.2 SALE OF INTEREST. A Limited Partner cannot sell all or a portion of his/her Partnership interest except with the consent of 100% vote of all partners and only under the following conditions:"

**SEVENTH:**

ARTICLE IX is further amended so as to delete, in its entirety, Paragraph 9.4 from this Agreement.

This Certificate of Amendment shall be effective at the time of its filing with the Department of State.

Dated this 4<sup>th</sup> Day of March, 2002.

L.D.L.E., INC., General Partner

By: Louis R. Bianculli  
LOUIS R. BIANCULLI, President

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