

A95000001821

5,000,000.00
-11,299,295.00
*****25.00 *****25.00

The Security First Title Affiliates, Inc.
(Requester's Name)
1715 N Westshore Blvd., #150
(Address)
Tampa FL 33607
(City, State, Zip) (Phone #)

OFFICE USE ONLY

FILED
JAN 27 1992
FBI - TAMPA

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

- The Security First Title Partnership of Charlotte, Ltd.
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)

☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

~~0095000022395~~
CM
FILING \$ 280.00
R. AGENT \$ 35.00
C. COPY _____
TOTAL \$ 315.00
N. BANK _____
BALANCE DUE _____
REFUND _____

Examiner's Initials _____



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

November 13, 1995

THE SECURITY FIRST TITLE AFFILIATES, INC.
1715 N. WESTSHORE BLVD. #150
TAMPA, FL 33607

SUBJECT: THE SECURITY FIRST TITLE PARTNERS OF CHARLOTTE, LTD.
Ref. Number: W95000022395

We have received your document for THE SECURITY FIRST TITLE PARTNERS OF CHARLOTTE, LTD. and your check(s) totaling \$280.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The attached form must be completed in order to file the document.

There is a fee of \$35.00 due.

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 (904) 487-6025.

Cathy A Mitchell
Corporate Specialist

Letter Number: 895A00050221

**AFFIDAVIT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE SECURITY FIRST TITLE PARTNERS OF CHARLOTTE, LTD.**

We, the undersigned, desiring to form a partnership, pursuant to the Florida Uniform Limited Partnership Act as set forth in §§ 620.01 et seq. of the Florida Statutes, do hereby certify:

1. The name of the partnership is The Security First Title Partners of Charlotte, LTD.
2. The character of the business intended to be transacted by the partnership is to provide real estate settlement and core title agent services, including the evaluation of title searches to determine the insurability of title, the clearance of the underwriting objectives, the issuance of policies on behalf of title insurers, and the successful conducting of closing and all related activities such as the proper and appropriate management of escrow accounting etc., and to carry on any and all activities related thereto.
3. The location of the principal place of business is to be at 23385 Ferndale Ave. Port Charlotte, FL 33980, in the County of Charlotte, State of Florida and mailing address is 1715 N. Westshore Blvd-Suite 150, Tampa, FL 33607.
4. (a) The name and mailing address of the general partner who is also the agent for service of process is The Security First Title Affiliates, Inc., a Florida Corporation with assigned document number P95000040857, 1715 N. Westshore Blvd.-Suite 150, Tampa, FL 33607.
5. The Security First Title Partners of Charlotte, LTD. Partnership shall exist for a period of 20 years. The date at which the partnership is to begin is the 19th day of October, 1995. The date at which the partnership will end is the 19th day of October, 2015.

6. The amount of cash contributed by each limited partner is as follows:

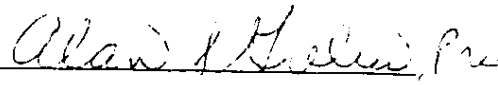
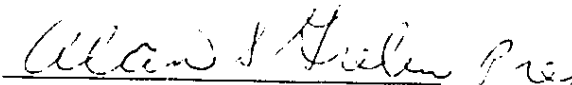
Aaward Associates, Inc.	\$10,000
George D. Powell, Profit Share Plan, George D. Powell TTEE	\$ 7,500

The total contribution contributed and/or anticipated to be contributed by the limited partnership at this time shall total \$40,000.

7. Additional limited partners may be added to the partnership with the approval of the general partner. In that case, an amended partnership agreement will be filed with the State of Florida which only needs to be executed by the general partner and the new limited partner (or partners).

8. The share of the profits by way of income which each limited partner shall receive by reason of his or her contribution is as follows: Aaward Associates, Inc. shall receive ten percent (10%) per annum of the net profits of the partnership. George D. Powell, Profit Share Plan, George D. Powell TTEE shall receive seven and a half percent (7 1/2%) per annum of the net profits of the partnership.

IN WITNESS WHEREOF. The undersigned have executed this certificate this 19th day of October, 1995.

	
The Security First Title Affiliates, Inc.	The Security First Title Affiliates, Inc.
GENERAL PARTNER	REGISTERED AGENT



LIMITED PARTNERSHIP AGREEMENT

RECEIVED
OCT 20 1995
FBI - MIAMI

Agreement of limited partnership made on this 19th day of October, 1995, by and among THE SECURITY FIRST TITLE AFFILIATES, INC., a Florida Corporation, as general partner, AAWARD ASSOCIATES, INC., a Florida Corporation, and GEORGE D. POWELL, PROFIT SHARE PLAN, George D. Powell TTEE.

The above-named parties agree to form a limited partnership under the Uniform Limited Partnership Law of Florida on the terms and conditions subsequently set forth.

I. NAME OF PARTNERSHIP

The name of the partnership shall be THE SECURITY FIRST TITLE PARTNERS OF CHARLOTTE, LTD., hereinafter referred to as the partnership.

II. BUSINESS OF PARTNERSHIP

The partnership shall be for the purpose of engaging in the business to provide real estate settlement and core title agent services, including the evaluation of title searches to determine the insurability of title, the clearance of underwriting objectives, the insurance of policies on behalf of title insurers chosen to be compatible with the interest of the partnership, and the successful conduction of closing and all related activities such as the proper and appropriate management of escrow accounting, etc., and to carry on any and all activities related to the business as may be agreed on by the partners.

III. CERTIFICATE OF LIMITED PARTNERSHIP

The parties to the agreement shall immediately execute a certificate of limited partnership and shall cause such certificate to be filed with the department of state. Such amended certificates as may be required by the laws of the State of Florida shall be executed and filed by the partners as necessary.

IV. PLACE OF BUSINESS

The principal place of business of the partnership shall be at 23385 Ferndale Ave, Port Charlotte, FL 33980 or P.O. Box 2178 Port Charlotte, FL 33949, and in such other place or places as may be agreed on by the partners.

V. CONTRIBUTIONS-GENERAL PARTNER

(a). The Security First Title Affiliates, Inc. has developed systems for efficiently opening and operating title agencies that have above average potential to be successful. They will handle all aspects of getting the business started and manage said business during the term of this agreement.

VI. CONTRIBUTIONS-LIMITED PARTNERS

(a) Contribution to Capital. Each limited partner, as its respective share, shall contribute to the capital of the partnership as follows:

Aaward Associates, Inc., a Florida Corporation	\$10,000
George D. Powell, Profit Share Plan, George D. Powell TTEE	\$ 7,500

(b) It is understood by all limited partners that the general partner will be forming other partnerships throughout the state of Florida utilizing this same concept during the continuance of the partnership. This will not be considered in conflict with the business of the partnership or with the duties and responsibilities of such partner to the partnership.

VII. FEES TO THE GENERAL PARTNER

(a). It is understood that the general partner will be paid a management and marketing fee equal to 10% of the gross income of the partnership (after deducting for any underwriting fees).

VIII. LIMITED PARTNERS: Participation in Conduct of Business.

(a). No limited partner shall have any right to be active in the conduct of the partnership's business, or have power to bind the partnership in any contract, agreement, promise, or undertaking. The limited partners will have no responsibility in operating the business of the partnership.

(b). The limited partners, without compensation, agree on behalf of the partnership to:

(1) Solicit title insurance risks on behalf of the partnership in a manner consistent with law and professional responsibilities.

(2) Assist in the real closing by obtaining the necessary information, proof and documentation to remove the objections noted on the issued title evidences.

(3) To make disclosure as required by local, federal and state law (See sample: Exhibit "A" attached).

(4) To make available, from time to time, office facilities, with telephones, copying and clerical systems on particular matters in which they are involved.

In the event a limited partner does not comply with the above requirements as outlined, the partnership will have the option of buying back the partner's limited partnership interest at its original investment cost. Notice will be sent to the limited partner of the partnership's intent to exercise this option, and transfer will take place within 21 days of said notice.

IX. DISTRIBUTION OF PROFITS

(a) Determination. The general partner shall have the right, except as subsequently provided, to determine whether partnership profits from time to time shall be distributed in cash or shall be left in the business, in which latter event the capital account of all partners shall be increased.

(b) Restrictions: Reserve Fund. In no event shall any profits be distributable until one hundred percent(100%) of those profits have been deducted to accumulate a reserve fund of Ten Thousand Dollars (\$10,000) over and above the normal monthly requirement of working capital, to maintain sound financial operations.

X. PROFIT AND LOSS SHARING BY LIMITED PARTNERS

(a) Net Profits. The limited partners shall receive the following shares of the net profits of the partnership:

NAME	SHARE
Aaward Associates, Inc.	10%
George D. Powell, Profit Share Plan, George D. Powell TTEE	7 1/2%

(b) Losses; Share. The limited partners shall each bear a share of the losses of the partnership equal to the share of the profits to which such limited partner is entitled. The share of losses of each limited partner shall be charged against such limited partner's contribution to the capital of the partnership.

Losses: Maximum Liability. The limited partners shall at no time become liable for any obligations or losses of the partnership beyond the amount of their respective capital contribution.

XI. PROFIT AND LOSS SHARING BY GENERAL PARTNER

(a) Profits. After provisions has been made for the shares of profits of the limited partners as stated above, all remaining profits of the partnership business shall be paid to the general partner.

(b) Losses. After giving effect to the share of losses chargeable against the capital contributions of limited partners, the remaining partnership losses shall be borne by the general partner.

XII. ACCOUNTING

(a) Books of Account To Be Kept. It is agreed that there shall be kept, at all times, during the continuance of this partnership, good and accurate books of account of all transactions, assets, and liabilities of the partnership. Such books shall be balanced and closed at the end of each fiscal year, and at any other time on reasonable request of the general partner.

(b) Method of Accounting. All accounts of the partnership shall be kept on the cash basis. All matter of accounting for which there are no provisions in this agreement are to be governed by generally accepted methods of accounting.

(c) Calendar Year Basis. The profits and losses of the partnership and its books of account shall be maintained on a calendar year basis until otherwise determined by the general partner.

(d) Place Where Books To Be Kept; Inspection. The partnership books of account shall be kept at the principal place of business of the general partner, and shall be open for inspection by any partner at all reasonable times.

(e) Capital Accounts. A capital account shall be maintained on the partnership books on behalf of each partner. Such account shall be credited with that partner's contributions to the capital of the partnership and shall be debited and credited in the manner prescribed by Article X.

(f) Income Accounts. An income account shall be maintained on the partnership books on behalf of each partner. Such account shall be closed to the capital account of each partner at the close of each fiscal year.

As soon as practicable after the close of each fiscal year, and at such other times as the partners may decide, the income account of each partner shall be credited with that partner's distributive share of profits or debited with his or her share of losses.

Any losses to be debited to a partner's income account that exceed the credit balance of such account shall be debited to that partner's individual capital account. If, as a result of debiting a partner's individual capital account with the excess losses, such capital account is depleted, future profits of that partner shall be credited to the capital account until such depletion has been eliminated.

XIII. SUBSTITUTIONS, ASSIGNMENTS, AND ADMISSIONS OF ADDITIONAL PARTNERS

(a) Substitution for Limited Partners; Sale or Assignment of Interest. No limited partner may, without the written consent of the general partner, substitute a partner in his or her stead. Approval of a substitute limited partner will not be unreasonably withheld by the general partner. In the event a limited partner wishes to sell their partnership interest, said partner will notify the partnership in writing by registered mail of its intent to sell. The partnership shall have the first option to purchase said interest of the limited partner within 60 days of receipt of this notice.

(b) It is understood that the intent of the partnership is to attract additional limited partners who will contribute to the success of the partnership. The general partner may admit additional limited partners to the partnership. The terms so agreed on shall constitute an amendment of this partnership agreement. An amendment to the partnership solely for the purpose of admitting an additional limited partner (or partners) will only require the signatures of the general partner and said new limited partner (or partners).

XIV. TERMINATION OF INTEREST OF LIMITED
PARTNER; RETURN OF CAPITAL CONTRIBUTION

(a) Termination of Interest. The interest of any limited partner may be terminated by:

(1) Dissolution of the partnership for any reason as provide herein;

(2) Agreement of all partners; or,

(3) Consent of the personal representative of a deceased limited partner and all of the remaining partners.

(b) Payment on Termination. On the termination of the interest of a limited partner, there shall be payable to such limited partner, or to his or her estate, the value of his or her interest, as determined by Article XIV(c), as of the date of termination. Such payment shall be made within 3 months of the termination of the limited partner's interest.

(c). Value of Limited Partner's Interest. The value of a limited partner's interest in the partnership shall be computed by (1) adding the totals of (a) his or her capital account, (b) his or her income account, and any other amounts owed to him or her by the partnership; and (2) subtracting from the sum of the above total the sum of the totals of all amounts owed by him or her to the partnership. For the purposes of valuation, it is agreed that the good will of the partnership business, as well as other intangible items, shall not be valued.

XV. TERM OF PARTNERSHIP; DISSOLUTION

(a) Term; Dissolution. The partnership term shall commence on November 6th, 1995 and continue thereafter until November 6th, 2015 or until one of the following events:

(1) On the dissolution of the partnership by law;

(2) On the dissolution at any time agreed on by the general partner;

(b) Value of Partner's Interest. The value of a general partner's interest in the partnership shall be computed by (1) adding the totals of (a) their income account, and (b) any other amounts owed to them by the partnership, and (2) subtracting from the sum of the above totals the sum of the totals of any amount owed by them to the partnership.

XVI. BINDING EFFECT OF AGREEMENT

This agreement shall be binding on the parties to it and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

Alan J. Melius, Pres
The Security First Title Affiliates, Inc.
GENERAL PARTNER

Jim L. P. Brown, Jr.
Aaward Associates, Inc.
LIMITED PARTNER

George D. Powell, PSP
George D. Powell, PSP
LIMITED PARTNER

FILED
NOV 27 9 52
TALLAHASSEE
FLORIDA

A95000001821

The Security First Title Affiliates, Inc.
(Requester's Name)
175 N. Westshore Blvd., #150
(Address)
Tampa, FL 33607
(City, State, Zip) (Phone #)

500001631375
-11/29/95--01007--010
*****35.00 *****35.00

500001631375
-11/03/95--01002--002
****280.00 ****280.00

OFFICE USE ONLY

FILED
NOV 27 AM 9:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (If known):

- The Security First Title Partnership of Charlotte, Ltd.
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)

☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

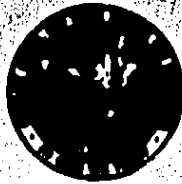
AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

~~500000000000~~
CM
FILING \$280.00
R. AGENT \$35.00
C. COPY _____
TOTAL \$315.00
N. BANK _____
BALANCE DUE _____
REFUND _____

Examiner's Initials



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

November 13, 1995

THE SECURITY FIRST TITLE AFFILIATES, INC.
1715 N. WESTSHORE BLVD. #150
TAMPA, FL 33607

SUBJECT: THE SECURITY FIRST TITLE PARTNERS OF CHARLOTTE, LTD.
Ref. Number: W95000022395

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

95 NOV 27 AM 9 52

FILED

We have received your document for THE SECURITY FIRST TITLE PARTNERS OF CHARLOTTE, LTD. and your check(s) totaling \$280.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The attached form must be completed in order to file the document.

There is a fee of \$35.00 due.

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 (904) 487-6025.

Cathy A Mitchell
Corporate Specialist

Letter Number: 895A00050221

**AFFIDAVIT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE SECURITY FIRST TITLE PARTNERS OF CHARLOTTE, LTD.**

We, the undersigned, desiring to form a partnership, pursuant to the Florida Uniform Limited Partnership Act as set forth in §§ 620.01 et seq. of the Florida Statutes, do hereby certify:

1. The name of the partnership is The Security First Title Partners of Charlotte, LTD.
2. The character of the business intended to be transacted by the partnership is to provide real estate settlement and core title agent services, including the evaluation of title searches to determine the insurability of title, the clearance of the underwriting objectives, the issuance of policies on behalf of title insurers, and the successful conducting of closing and all related activities such as the proper and appropriate management of escrow accounting etc., and to carry on any and all activities related thereto.
3. The location of the principal place of business is to be at 23385 Ferndale Ave. Port Charlotte, FL 33980, in the County of Charlotte, State of Florida and mailing address is 1715 N. Westshore Blvd-Suite 150, Tampa, FL 33607.
4. (a) The name and mailing address of the general partner who is also the agent for service of process is The Security First Title Affiliates, Inc., a Florida Corporation with assigned document number P95000040857, 1715 N. Westshore Blvd.-Suite 150, Tampa, FL 33607.
5. The Security First Title Partners of Charlotte, LTD. Partnership shall exist for a period of 20 years. The date at which the partnership is to begin is the 19th day of October, 1995. The date at which the partnership will end is the 19th day of October, 2015.

FILED
5 NOV 27 AM 9:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

6. The amount of cash contributed by each limited partner is as follows:

Aaward Associates, Inc.	\$10,000
George D. Powell, Profit Share Plan, George D. Powell TTEE	\$ 30,000

The total contribution contributed and/or anticipated to be contributed by the limited partnership at this time shall total \$40,000.

7. Additional limited partners may be added to the partnership with the approval of the general partner. In that case, an amended partnership agreement will be filed with the State of Florida which only needs to be executed by the general partner and the new limited partner (or partners).

8. The share of the profits by way of income which each limited partner shall receive by reason of his or her contribution is as follows: Aaward Associates, Inc. shall receive ten percent (10%) per annum of the net profits of the partnership. George D. Powell, Profit Share Plan, George D. Powell TTEE shall receive seven and a half percent (7 1/2%) per annum of the net profits of the partnership.

IN WITNESS WHEREOF. The undersigned have executed this certificate this 19th day of October, 1995.

Alan S. Grelew, Pres

The Security First Title Affiliates, Inc.

GENERAL PARTNER

Alan S. Grelew, Pres

The Security First Title Affiliates, Inc.

REGISTERED AGENT

FILED
95 OCT 27 1995
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



LIMITED PARTNERSHIP AGREEMENT

FILED
95 NOV 27 AM 9:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Agreement of limited partnership made on this 19th day of October, 1995, by and among THE SECURITY FIRST TITLE AFFILIATES, INC., a Florida Corporation, as general partner, AAWARD ASSOCIATES, INC., a Florida Corporation, and GEORGE D. POWELL, PROFIT SHARE PLAN, George D. Powell TTEE.

The above-named parties agree to form a limited partnership under the Uniform Limited Partnership Law of Florida on the terms and conditions subsequently set forth.

I. NAME OF PARTNERSHIP

The name of the partnership shall be THE SECURITY FIRST TITLE PARTNERS OF CHARLOTTE, LTD., hereinafter referred to as the partnership.

II. BUSINESS OF PARTNERSHIP

The partnership shall be for the purpose of engaging in the business to provide real estate settlement and core title agent services, including the evaluation of title searches to determine the insurability of title, the clearance of underwriting objectives, the insurance of policies on behalf of title insurers chosen to be compatible with the interest of the partnership, and the successful conduction of closing and all related activities such as the proper and appropriate management of escrow accounting, etc., and to carry on any and all activities related to the business as may be agreed on by the partners.

III. CERTIFICATE OF LIMITED PARTNERSHIP

The parties to the agreement shall immediately execute a certificate of limited partnership and shall cause such certificate to be filed with the department of state. Such amended certificates as may be required by the laws of the State of Florida shall be executed and filed by the partners as necessary.

IV. PLACE OF BUSINESS

The principal place of business of the partnership shall be at 23385 Fernside Ave. Port Charlotte, FL 33980 or P.O. Box 2178 Port Charlotte, FL 33949, and in such other place or places as may be agreed on by the partners.

FILED
95 NOV 27 AM 10:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

V. CONTRIBUTIONS-GENERAL PARTNER

(a). The Security First Title Affiliates, Inc. has developed systems for efficiently opening and operating title agencies that have above average potential to be successful. They will handle all aspects of getting the business started and manage said business during the term of this agreement.

VI. CONTRIBUTIONS-LIMITED PARTNERS

(a) Contribution to Capital. Each limited partner, as its respective share, shall contribute to the capital of the partnership as follows:

Aaward Associates, Inc., a Florida Corporation	\$10,000
George D. Powell, Profit Share Plan, George D. Powell TTEE	\$ 7,500

(b) It is understood by all limited partners that the general partner will be forming other partnerships throughout the state of Florida utilizing this same concept during the continuance of the partnership. This will not be considered in conflict with the business of the partnership or with the duties and responsibilities of such partner to the partnership.

VII. FEES TO THE GENERAL PARTNER

- (a). It is understood that the general partner will be paid a management and marketing fee equal to 10% of the gross income of the partnership (after deducting for any underwriting fees).

VIII. LIMITED PARTNERS: Participation in Conduct of Business.

(a). No limited partner shall have any right to be active in the conduct of the partnership's business, or have power to bind the partnership in any contract, agreement, promise, or undertaking. The limited partners will have no responsibility in operating the business of the partnership.

(b). The limited partners, without compensation, agree on behalf of the partnership to:

(1) Solicit title insurance risks on behalf of the partnership in a manner consistent with law and professional responsibilities.

(2) Assist in the real closing by obtaining the necessary information, proof and documentation to remove the objections noted on the issued title evidences.

(3) To make disclosure as required by local, federal and state law (See sample: Exhibit "A" attached).

(4) To make available, from time to time, office facilities, with telephones, copying and clerical systems on particular matters in which they are involved.

In the event a limited partner does not comply with the above requirements as outlined, the partnership will have the option of buying back the partner's limited partnership interest at its original investment cost. Notice will be sent to the limited partner of the partnership's intent to exercise this option, and transfer will take place within 21 days of said notice.

IX. DISTRIBUTION OF PROFITS

(a) Determination. The general partner shall have the right, except as subsequently provided, to determine whether partnership profits from time to time shall be distributed in cash or shall be left in the business, in which latter event the capital account of all partners shall be increased.

(b) Restrictions: Reserve Fund. In no event shall any profits be distributable until one hundred percent(100%) of those profits have been deducted to accumulate a reserve fund of Ten Thousand Dollars (\$10,000) over and above the normal monthly requirement of working capital to maintain sound financial operations.

X. PROFIT AND LOSS SHARING BY LIMITED PARTNERS

(a) Net Profits. The limited partners shall receive the following shares of the net profits of the partnership:

NAME	SHARE
Aaward Associates, Inc.	10%
George D. Powell, Profit Share Plan, George D. Powell TTEE	7 1/2%

(b) Losses; Share. The limited partners shall each bear a share of the losses of the partnership equal to the share of the profits to which such limited partner is entitled. The share of losses of each limited partner shall be charged against such limited partner's contribution to the capital of the partnership.

Losses: Maximum Liability. The limited partners shall at no time become liable for any obligations or losses of the partnership beyond the amount of their respective capital contribution.

XI. PROFIT AND LOSS SHARING BY GENERAL PARTNER

(a) Profits. After provisions has been made for the shares of profits of the limited partners as stated above, all remaining profits of the partnership business shall be paid to the general partner.

(b) Losses. After giving effect to the share of losses chargeable against the capital contributions of limited partners, the remaining partnership losses shall be borne by the general partner.

XII. ACCOUNTING

(a) Books of Account To Be Kept. It is agreed that there shall be kept, at all times during the continuance of this partnership, good and accurate books of account of all transactions, assets, and liabilities of the partnership. Such books shall be balanced and closed at the end of each fiscal year, and at any other time on reasonable request of the general partner.

(b) Method of Accounting. All accounts of the partnership shall be kept on the cash basis. All matter of accounting for which there are no provisions in this agreement are to be governed by generally accepted methods of accounting.

(c) Calendar Year Basis. The profits and losses of the partnership and its books of account shall be maintained on a calendar year basis until otherwise determined by the general partner.

(d) Place Where Books To Be Kept; Inspection. The partnership books of account shall be kept at the principal place of business of the general partner, and shall be open for inspection by any partner at all reasonable times.

(e) Capital Accounts. A capital account shall be maintained on the partnership books on behalf of each partner. Each account shall be credited with that partner's contributions to the capital of the partnership and shall be debited and credited in the manner prescribed by Article X.

FILED
NOV 27 AM 9:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(f) **Income Accounts.** An income account shall be maintained on the partnership books on behalf of each partner. Such account shall be closed to the capital account of each partner at the close of each fiscal year.

As soon as practicable after the close of each fiscal year, and at such other times as the partners may decide, the income account of each partner shall be credited with that partner's distributive share of profits or debited with his or her share of losses.

Any losses to be debited to a partner's income account that exceed the credit balance of such account shall be debited to that partner's individual capital account. If, as a result of debiting a partner's individual capital account with the excess losses, such capital account is depleted, future profits of that partner shall be credited to the capital account until such depletion has been eliminated.

XIII. SUBSTITUTIONS, ASSIGNMENTS, AND ADMISSIONS OF ADDITIONAL PARTNERS

(a) **Substitution for Limited Partners; Sale or Assignment of Interest.** No limited partner may, without the written consent of the general partner, substitute a partner in his or her stead. Approval of a substitute limited partner will not be unreasonably withheld by the general partner. In the event a limited partner wishes to sell their partnership interest, said partner will notify the partnership in writing by registered mail of its intent to sell. The partnership shall have the first option to purchase said interest of the limited partner within 60 days of receipt of this notice.

(b) It is understood that the intent of the partnership is to attract additional limited partners who will contribute to the success of the partnership. The general partner may admit additional limited partners to the partnership. The terms so agreed on shall constitute an amendment of this partnership agreement. An amendment to the partnership solely for the purpose of admitting an additional limited partner (or partners) will only require the signatures of the general partner and said new limited partner (or partners).

**XIV. TERMINATION OF INTEREST OF LIMITED
PARTNER; RETURN OF CAPITAL CONTRIBUTION**

(a) Termination of Interest. The interest of any limited partner may be terminated by:

(1) Dissolution of the partnership for any reason as provide herein;

(2) Agreement of all partners; or,

(3) Consent of the personal representative of a deceased limited partner and all of the remaining partners.

(b) Payment on Termination. On the termination of the interest of a limited partner, there shall be payable to such limited partner, or to his or her estate, the value of his or her interest, as determined by Article XIV(c), as of the date of termination. Such payment shall be made within 3 months of the termination of the limited partner's interest.

(c). Value of Limited Partner's Interest. The value of a limited partner's interest in the partnership shall be computed by (1) adding the totals of (a) his or her capital account, (b) his or her income account, and any other amounts owed to him or her by the partnership; and (2) subtracting from the sum of the above total the sum of the totals of all amounts owed by him or her to the partnership. For the purposes of valuation, it is agreed that the good will of the partnership business, as well as other intangible items, shall not be valued.

XV. TERM OF PARTNERSHIP; DISSOLUTION

(a) Term; Dissolution. The partnership term shall commence on November 6th, 1995 and continue thereafter until November 6th, 2015 or until one of the following events:

(1) On the dissolution of the partnership by law;

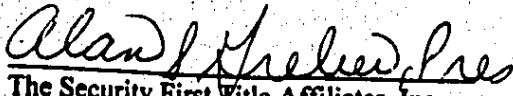
(2) On the dissolution at any time agreed on by the general partner;

(b) Value of Partner's Interest. The value of a general partner's interest in the partnership shall be computed by (1) adding the totals of (a) their income account, and (b) any other amounts owed to them by the partnership, and (2) subtracting from the sum of the above totals the sum of the totals of any amount owed by them to the partnership.

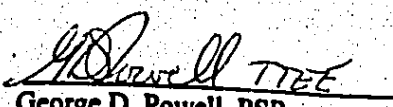
XVI. BINDING EFFECT OF AGREEMENT

This agreement shall be binding on the parties to it and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.


The Security First Title Affiliates, Inc.
GENERAL PARTNER


Aaward Associates, Inc.
LIMITED PARTNER


George D. Powell, PSP
LIMITED PARTNER

FILED
NOV 27 1982 9:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 Morinham
Secretary of State
DIVISION OF CORPORATIONS

FILED

95 DEC 29 AM 9:28

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE

1. Name of Limited Partnership

1a. DOCUMENT #

THE SECURITY FIRST TITLE PARTNERS OF
CHARLOTTE, LTD.

A95000001821

Mailing Address

1715 N. WESTSHORE BLVD.
#150
TAMPA, FL 33607

Principal Office Address

2811-B TAMiami TRAIL
PORT CHARLOTTE, FL
33952

2. New Mailing Address, If Applicable

N/A

Suite, Apt. #, etc.

City, State & Zip

2a. New Principal Office Address, If Applicable

Suite, Apt. #, etc.

800001684968

City, State & Zip

01/10/96-01/10-012

***305.00 ***305.00

3. Date Formed or Registered to Do Business in
FLORIDA

10/19/95

3a. Date of Last Report

N/A

4. State or Country of Formation

FL

5a. Capital Contributions as Shown
on Record

40,000

5b. Amount of Capital Contributions in
FLORIDA to date

22,500

6. FEI Number

65-0608133

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

THE SECURITY FIRST TITLE AFFILIATES, INC.
1715 N. WESTSHORE BLVD
SUITE 150
TAMPA, FL 33607

10. If changed, new Registered Agent/Office

N/A

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 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 its 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
MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.

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

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

11b. City, State & Zip Code

11c. Registration/
Document Number

THE SECURITY FIRST
TITLE AFFILIATES, INC.

1715 N. WESTSHORE
BLVD. #150
TAMPA, FL 33607

TAMPA, FL 33607

P95000040857

AR \$157.50
Sup \$138.75
CUS \$8.75

* 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 Alan S. Greber, Pres. of General Partner

DATE 12/26/95

Typed or Printed Name of General Partner Signing Form

ALAN S. GREBER

Telephone Number 813-262-8414

CR2E003 (6/95)