EP0000008PA

R.A. Ran	questor's Name		
Clearwolk City/State/2	Address Address A FL 33764 Zip Phone # NAME(S) & DOCUMENT N	-02/23/ ****10 Office Use Only	1377240 98-01076-008 95.00 *****52.50
	oration Name)	400002 4 -03/17/	4377240 /9801031002 70.00 *****35.00
4(Corp	_	(Document #)	
☐ Mail out ☐	Pick up time Will wait Photocop		SECRETARY VISION OF CO
Profit NonProfit	AMENDMENTS Amendment Resignation of R.A., Officer/ I	Director C. TAX	OF STATE OF STATE PM 12: 57
Limited Liability Domestication Varne Availapii Hyer	Change of Registered Agent Dissolution/Withdrawal Merger	FILING 3500 R. ACENT FEE C. COPY TO(A)	
Jpdate Annual Report PCC Fictitious Name	REGISTRATION/ QUALIFICATION Foreign	N, BANK BALANCE DHE	
VerifyerName ReservationDCC Acknowledgement DCC	Limited Partnership Reinstatement Trademark	REFUND. COYOU COYOU	30.00)
V. P. Verifyer DCC	Other 20800000	<u> </u> 9	

act consider

CR2E031(1/95)

Examiner's Initials



FLORIDA DEPARTMENT OF STATE Sandra B. Mortham Secretary of State

February 25, 1998

R.A. RANDALL, CPA 2717 SEVILLE BLVD., STE #5210 CLEARWATER, FL 33764

SUBJECT: B.H. FAMILY LIMITED PARTNERSHIP

Ref. Number: W98000004203

We have received your document for B.H. FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$52.50. However, the document has not been filed and is being retained in this office for the following:

We will need an additional \$35.00 to be able to file this partnership. If you want a certified copy we will need an additional \$87.50 (total).

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6913.

Letter Number: 298A00010644

Diane Cushing Corporate Specialist

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

CERTIFICATE OF LIMITED PARTNERSHIP B.H. FAMILY LIMITED PARTNERSHIP

A FLORIDA LIMITED PARTNERSHIP

98 MAR | 6 PM | 2: 57

CERTIFICATE OF LIMITED PARTNERSHIP B.H. FAMILY

LIMITED PARTNERSHIP

A FLORIDA LIMITED PARTNERSHIP

Pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act Section 620.108 et seq., the undersigned parties hereto do hereby certify than an Agreement was made effective on March 1, 1998 at the address of the office at which the records are kept required by Section 620.105:

601 Soundview Drive; Palm Harbor, Florida 34683

by the following, herein called "General Partner":

Steven H. Klein

and by the following hereinafter referred to as "Limited Partners":

Steven H. Klein Riverson S. Leonard, Jr.

WITNESETH:

The parties hereto, on the date described above, formed a Limited Partnership pursuant to the provisions of the Florida State Limited Partnership Act.

1. Name. The name of this Limited Partnership is

B.H. FAMILY LIMITED PARTNERSHIP

- 2. <u>Business</u>. The general character of the Partnership business shall be to make a profit, increase the wealth and provide a means for the Partners to become knowledgeable of, manage, and preserve Partnership assets, to engage in a general investment business and to engage in SUCH OTHER BUSINESSES as the Partners shall determine from to time as outline in detail in the Partnership Agreement.
- 3. <u>Principal Place of Business and Mailing Address</u>. The location of the principle place of business and the mailing address of the Partnership is

601 Soundview Drive; Palm Harbor, Florida 34683

4. Registered Agent. The registered agent for service for this Limited Partnership is

Steven H. Klein 601 Soundview Drive; Palm Harbor, Florida 34683

His signature below is acceptance of this registered agent designation.

98 MAR 16 PM 12: 57

5. The Partners. The General and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNER

Steven H. Klein 601 Soundview Drive; Palm Harbor, Florida 34683

LIMITED PARTNERS / PLACE OF RESIDENCE

Steven H. Klein 601 Soundview Drive; Palm Harbor, Florida 34683

Riverson S. Leonard 829 – B East Gulf Blvd.; Indian Rocks Beach, Florida 34635

- 6. <u>Term.</u> The Partnership shall begin on March 1, 1998and shall continue for twenty-five years (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by majority agrees of the Partners.
- 7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon. A majority agreement of all Partners will permit additional contributions.
- 8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the partnership.
- 9. <u>Profits.</u> All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partner's then capital interest accounts, unless retained for the Partnership investment and business activities.
- 10. <u>Assignments</u>. A Limited Partner shall have the right to sell his interest in the Partnership acting through the guardian, but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.
 - 11. Additional Limited Partners. The General Partner may admit additional Limited Partners.
- 12. <u>Priority Among Limited Partners</u>. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.
- 13. <u>Continuance of Business</u>. Upon the death, retirement or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or become insane, then the Limited Partners may elect to continue the Partnership by selecting a new General Partner.
- 14. <u>Property Other Than Cash</u>. A Limited Partner may not demand property other than cash in return for his contribution.
- 15. <u>Amount of Cash and Agreed Value and Description of Other Property Contributed</u>. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of at least \$ 1,000.00.

PERCENTAGE						
PARTNERS	INTEREST		CONTRIBUTIO		<u>ON</u>	
Steven H. Klein	5.0 %	G.P.	}	Cash		
Steven H. Klein	94.0 %	L.P.	}	Cash		
Riverson S. Leonard, Jr.	1.0 %	L.P.		Cash		

98 MAR 16 PH 12: 57

SCHEDULE "A"

Attached to the B.H. FAMILY LIMITED PARTNERSHIP dated March 1, 1998

The following subject to the encumbrances owed thereon to-wit:

My commission expires:

NOV 3rd 2001

SCHEDULE ATTACHED

The above-described personal or real property or equity therein is hereby conveyed to said

B.H. FAMILY LIMITED PARTNERSHIP

with Grantor retaining the obligation to personally pay all obligations thereon if any presently exist.

exist.		
STEVEN H. KLEIN	GENERAL PA	RTNER
STEVEN H. KLEIN	{ LIMITED PAR	TNER
RIVERSON S. LEONARD, JR.	{	98 - SEVICE
		SION CONTRACT
Allen		FILED ARY OF 1 F CORPO
STEVEN H. KLEIN		D OF STATE RPORATIONS PM I2: 57
STATE OF FLORIDA) COUNTY OF PINELLAS) SS.	FLLIC	K450 78842 3650 10198
On the 18 th day of FERMINEY, 1998, representation, appeared before me. The signers of to me that they executed the same.	the above listed partners, i	personally, or by
المرازميني Nickesh Patel مرازميني My Commission CC693636	N-Lald	
Expires November 3, 2001	Notary Public Residing at: SOUT	THTRUST BANK TARWATER, FL
		•

Printed

NICKESH. PATEL

SCHEDULE ATTACHEMENT CERTIFICATE OF LIMITED PARTNERSHIP

INITIAL CONTRIBUTION TO CAPITAL OF PARTNERS

B.H. FAMILY LIMITED PARTNERSHIP

<u>PARTNERS</u>	CONTRIBUTION
General Partner:	
STEVEN H. KLEIN	\$ 100.00
Limited Partners:	
STEVEN H. KLEIN	\$ 850.00
RIVERSON S. LEONARD, JR.	50.00
Total	\$ 1,000.00 ======

98 MAR | 6 PM | 2: 57