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STRAUGHN, STRAUGHN & TURNER, P.A.

ATTORNEYS AND COUNSELORS AT LAW

255 MAGNOLIA AVENUE

POST OFFICE BOX 2295

WINTER HAVEN, FLORIDA

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JACK STRAUGHN  
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MARK G. TURNER

TELEPHONE: (941) 293-1184  
FAX: (941) 293-3051

April 21, 1998

Florida Department of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

RE: SWANN FAMILY PARTNERSHIP,  
a Florida limited partnership  
Our File No.: 875/005

700002498327--5  
-04/23/98--01097--001  
\*\*\*1802.50 \*\*\*1802.50

Dear Sir:

Please find enclosed herewith the following, which are being filed with the Florida Department of State incident to the formation of the above referenced partnership:

1. Certificate of Limited Partnership of Swann Family Limited Partnership, Affidavit of Capital Contributions, and Acceptance of Appointment of Registered Agent;
2. Our firm's check #8112 made payable to the Florida Department of State, in the total amount of \$1,802.50, which represents the filing fee of \$1,750.00, pursuant to section 620.182(2), Florida Statutes, and \$52.50 which represents the cost for a certified copy of the Certificate of Limited Partnership.

Should you have any questions, please do not hesitate to contact me.

Sincerely yours,

STRAUGHN, STRAUGHN & TURNER, P.A.

*Mark G. Turner*

MARK G. TURNER

Name	4/27/98
Availability	Dec
Document Examiner	DCC
Updater	DCC
Updater	MGT/djb
Verifier	enclosures
Acknowledgement	DCC
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W. P. Verifier	DCC

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TALLAHASSEE, FLORIDA

TC  
\$989,657.00

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CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SWANN FAMILY LIMITED PARTNERSHIP,  
a Florida limited partnership

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SECRETARY OF STATE

THIS CERTIFICATE OF LIMITED PARTNERSHIP of SWANN FAMILY LIMITED PARTNERSHIP, executed and sworn to this 17th day of February, 1998, by and between M. G. SWANN CORPORATION, a Florida corporation, referred to herein as the "General Partner", and the limited partners set forth on Schedule "A" attached hereof, have caused this Certificate of Limited Partnership to be executed as Limited Partners. This Certificate of Limited partnership is to be effective upon filing with the State of Florida Department of State. Pursuant to Section 620.108, Florida Statutes, the General Partner and the Limited Partner state:

1. The name of the partnership is SWANN FAMILY LIMITED PARTNERSHIP.

2. The purpose (character of business) of the Partnership is to acquire (as capital contributions from the Limited Partnership) tangible (real and personal) and intangible property and to, thereafter, hold and manage such property and to do all things reasonably incident thereto, including borrowing, by mortgage, pledge of other lien, and selling, leasing or otherwise disposing of the Partnership property at any time.

3. The principal place of business or office and mailing address for the Partnership is 255 Magnolia Avenue, Winter Haven, Florida or such other place as the General Partner may from time to time shall designate upon ten (10) days prior written notice to the Limited Partner.

4. (a) The name and mailing address of the General Partner is:

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M. G. Swann Corporation, a Florida Corporation  
255 Magnolia Avenue  
Winter Haven, Florida 33883

(b) The names and addresses of the Limited Partners are set forth on Schedule "A" annexed hereto and incorporated herein.

5. The name and address of the agent for service of process on the Partnership is: Jack Straughn, 255 Magnolia Avenue, SW, Winter Haven, Florida 33880.

6. The term of the Partnership shall commence on the date of filing of this Certificate with the Secretary of State of the State

of Florida and shall continue until all partnership properties have been sold, forfeited, abandoned or otherwise disposed of, or unless the Partnership is sooner terminated in accordance with the termination provisions of the Partnership Agreement, or as otherwise provided by Partnership Law. The Partnership shall terminate in any event upon the death of MARGARET G. SWANN.

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7. Regarding capital contributions of the Limited Partners, each Limited Partner shall contribute to the Partnership cash or property valued at the amount of his or her agreed capital contribution set forth opposite his or her name on Schedule "A" attached hereto.

8. No Limited Partner shall be required or obligated to contribute any capital to the Partnership in addition to his or her agreed capital contribution.

9. No Limited Partnership shall be allowed to withdraw any portion of his or her agreed capital contribution or his or her capital account in money or property prior to the dissolution of the Partnership. Nothing in this paragraph shall be construed to prohibit distributions of cash flow from the Partnership.

10. The profits and losses of the Partnership, including the profits (gains) and losses arising from major capital transactions, and cash flow from operations are shared as follows:

A. Profits

1. Operating Profits. One percent (1%) to the General Partner, and ninety-nine percent (99%) to the Limited Partner.
2. Operating Losses. One percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partner.

B. Exception to Profit Sharing Ratios. Notwithstanding anything to the contrary in paragraph 10, it is understood that the parties intend that any gain arising from Major Capital Transactions (defined below) with respect to such contributed Property shall first be allocated to such contributing Partners so as to reflect the difference between such contributed Property's adjusted basis for tax purposes and its fair market value as of the date of contribution. After the allocations provided for in this Paragraph B, the profit allocations contained in Paragraph A above shall control.

C. Cash Distributable from Operations. Partnership cash distributable from operations and Partnership cash from subsequent Major Capital Transactions, shall be distributed based on the

profit allocations provided in Paragraph A. The General Partner shall determine the extent, if any, and the time of such distributions.

D. Distributions Upon Termination of the Partnership. Upon the dissolution and winding up of the business and affairs of the Partnership, the Partners shall continue to share profits or losses during liquidation of Partnership assets in the same proportion as before dissolution. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

1. Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.
2. Payment to Partners for loans made by them to the Partnership in the order provided by law.
3. Payment to the Partners in proportion to their relative positive capital account balances with payment to Limited partners and then to General Partners.

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

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

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

11. The interest(s) of a Limited Partner in the Partnership are not freely assignable. Rather, under the terms of the Partnership Agreement, except in the case of transfers to family members, the Limited Partnership must first obtain the consent of all partners.

12. No additional Limited Partners may be admitted to the Limited Partnership without the consent of the General Partner.

13. There is no right given by the partnership Agreement to any Limited Partner for a priority over any other Limited Partner as to contributions or as to compensation by way of income, except

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as set forth in paragraph 10 of this certificate.

14. No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution.

IN WITNESS WHERE, the parties hereto have sworn to and executed or caused to be executed this Amended and Restated Certificate of Limited Partnership as of the date first written above.

GENERAL PARTNERS

Signed, sealed and delivered  
in the presence of:

M. G. SWANN CORPORATION, a  
Florida corporation

Deborah Quattlebaum  
Kathleen Q. Kadyak

By: Margaret G. Swann  
MARGARET G. SWANN, President

LIMITED PARTNERS

Deborah Quattlebaum  
Kathleen Q. Kadyak

Margaret G. Swann  
MARGARET G. SWANN

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SCHEDULE "A"

SWANN FAMILY LIMITED PARTNERSHIP

GENERAL PARTNER

Name and Address

M. G. SWANN CORPORATION, a Florida corporation

LIMITED PARTNERS

Name and Address

Capital Contribution

MARGARET G. SWANN

\$989,657.00

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TALLAHASSEE, FLORIDA

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

STATE OF FLORIDA  
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared M. G. SWANN CORPORATION, having an address of 255 Magnolia Avenue, Winter Haven, Florida, the General Partner of SWANN FAMILY LIMITED PARTNERSHIP (the "Partnership"), who, upon being duly sworn, certified as follows:

1. The amount of capital contributions to the Partnership made by the limited partners is, in the aggregate, \$989,657.00.

2. At this time, it is not anticipated that additional capital contributions will be made by the limited partners.

Under penalties of perjury, I declare that I have read the foregoing and that the facts alleged are true, to the best of my knowledge and belief.

M. G. SWANN CORPORATION, a  
Florida corporation,

Date: February 17, 1998

By: Margaret G. Swann

MARGARET G. SWANN,  
President  
General Partner

BEFORE ME, the undersigned officer, a notary public authorized to administer oaths and to take acknowledgements in and for the state and county set forth above, personally appeared MARGARET G. SWANN, as President of M. G. SWANN CORPORATION, who is personally known to me and who did not take an oath and who is known by me to be the person who executed the foregoing Affidavit of Capital Contributions, and she acknowledged to me and before me that she executed this Affidavit as General Partner of SWANN FAMILY LIMITED PARTNERSHIP.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal in the state and county aforesaid, this 17th day of February, 1998.

Mark G. Turner  
Notary Public, State of Florida  
My Commission Expires:

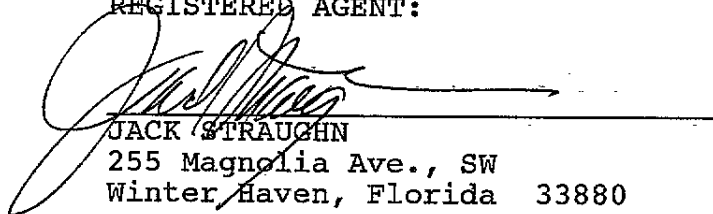


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TALLAHASSEE, FLORIDA

**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT**

Having been named as statutory registered agent for SWANN FAMILY LIMITED PARTNERSHIP, a Florida limited partnership (the "Partnership"), in the foregoing Certificate of Limited Partnership, I hereby agree to act in that capacity, and, on behalf of the Partnership, to accept service of process for the Partnership and to comply with any and all statutes relative to the complete and proper performance of the duties of registered agent.

REGISTERED AGENT:

  
JACK STRAUGHN  
255 Magnolia Ave., SW  
Winter Haven, Florida 33880

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