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May 12, 1998

State of Florida  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

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-05/18/98--01089--001  
\*\*\*\*160.00 \*\*\*\*160.00

RE: Logsdon Family Limited Partnership

The enclosed Limited Partnership Agreement is being forwarded for filing with the State of Florida and we enclose our check in the amount of \$160 to cover the filing fee.

Please return the executed copy to:

Logsdon Family Limited Partnership  
1508 SE 17th Avenue, Suite 5  
Cape Coral, FL 33990

Sincerely,



L. R. Hack

Encls

Name	
Availability	<i>mg</i>
Document	
Examiner	<i>mg</i>
Updater	<i>mg</i>
Updater	
Verifier	<i>mg</i>
Acknowledgement	<i>mg</i>
W. P. Verifier	<i>mg</i>

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FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

June 1, 1998

L.R. HACK  
1508 SE 17TH AVENUE  
SUITE 5  
CAPE CORAL, FL 33990

SUBJECT: LOGSDON FAMILY LIMITED PARTNERSHIP  
Ref. Number: W98000011385

We have received your document for LOGSDON FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

Section 620.108, Florida Statutes, requires the certificate include the names and street addresses of the general partners.

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) 487-6967.

Michelle Hodges  
Document Specialist

Letter Number: 398A00030496

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FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

May 19, 1998

L.R. HACK  
1508 SE 17TH AVENUE  
SUITE 5  
CAPE CORAL, FL 33990

SUBJECT: LOGSDON FAMILY LIMITED PARTNERSHIP  
Ref. Number: W98000011385

We have received your document for LOGSDON FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 620.108, Florida Statutes, requires that limited partnership certificates include the mailing address in addition to the principal place of business address. Please correct your document accordingly. If the mailing address and principal place of business are one and the same, please be sure this is clearly reflected in your document.

Section 620.108, Florida Statutes, requires the certificate include the names and street addresses of the general partners.

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) 487-6967.

Michelle Hodges  
Document Specialist

Letter Number: 298A00027863

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LIMITED PARTNERSHIP AGREEMENT  
OF  
LOGSDON FAMILY LIMITED PARTNERSHIP  
A Florida Limited Partnership

This Limited Partnership Agreement of Logsdon Family Limited Partnership, a Florida limited partnership entered into this 12th day of January, 1998, by and between TIMOTHY E. CURRIE, JR., General Partner and The LOGSDON FAMILY IRREVOCABLE TRUST for the purpose of creating a limited partnership pursuant to the following terms and conditions:

1. DEFINITIONS.

1.1 Act. The Florida Revised Uniform Limited Partnership Act and any amendments thereto.

1.2 Affiliate. An affiliate of another person or entity is:

(a) any person directly or indirectly owning, controlling or holding, with a power to vote, fifty-one percent (51%) or more of the outstanding voting securities of such other entity;

(b) any entity fifty-one percent (51%) or more of whose outstanding voting securities are directly or indirectly owned controlled or held with power to vote by such other person;

(c) any person directly or indirectly controlling, controlled by or under common control with such other person;

(d) any officer, director or partner of such other entity; and

(e) any entity for which such other person acts as an officer, director or partner.

1.3 Agreement. The Agreement of Limited Partnership and any valid written amendments thereto.

1.4 Capital Account. An account maintained by the Partnership for each Partner in the manner described in paragraph 10.5 of this Agreement.

1.5 Capital Contribution. The total contribution, both additional and initial, in cash, property, real or personal and other things of value, which a Partner has contributed to the Partnership for its purposes.

1.6 Code. The Internal Revenue Code of 1986, as amended, or any corresponding provision of succeeding law.

1.7 Distributable Cash. The portion of the Partnership cash which in the discretion of the General Partner, is available for distribution to the Partners after provision has

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been made for (i) the payment of current liabilities of the Partnership, (ii) a reasonable reserve has been allowed for all Partnership operating costs, and (iii) future investment needs consistent with the intended purpose of the Partnership.

1.8 Partnership Percentage. A partnership percentage with respect to a Limited Partner shall mean the ratio of a Limited Partner's Remaining Capital Contribution to the aggregate Remaining Capital Contributions of all Limited Partners. Upon return to the Limited Partners of all of their Remaining Capital Contributions, the Partnership Percentages shall be fixed at those Partnership Percentages existing immediately prior to the return of the balance of the Remaining Capital Contributions to the Partners. The Partnership Percentage with respect to the General Partner and the initial Partnership Percentages for all Limited Partners are set forth in the Schedule of Partners.

1.9 Remaining Capital Contributions. A Partner's Remaining Capital Contributions shall be that Partner's initial contributions, plus such additional capital contributions, if any, reduced by distributions to that Partner.

## 2. NAME AND ORGANIZATION.

2.1 Name. The Name of the Partnership is LOGSDON FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership.

2.2 Formation. The Partners hereby form this Limited Partnership pursuant to the terms and provisions of the Florida Revised Limited Partnership Act.

## 3. PARTNERS.

The General Partner of the Partnership is TIMOTHY E. CURRIE, JR. and LOGSDON FAMILY REVOCABLE TRUST is the Limited Partner.

The mailing addresses and respective contributions of the Partners are set forth in the Schedule of Partners, attached hereto as Exhibit "A" and incorporated herein by this reference.

## 4. PURPOSE.

The Partnership shall acquire, own, operate, and maintain real and personal property, both tangible and intangible assets investment purposes, and convey any one or more of such assets in order to reinvest the proceeds thereof with a view toward the enhancement of the long-term appreciation of the worth of the Partnership. In addition, the purpose of this Partnership is to create a vehicle whereby the General Partner may gift interests in the Partnership to various family members in order to accomplish certain estate planning objectives.

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5. PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS.

The principal place of business and mailing address for the Partnership shall be:

1508 S.E. 17th Ave., Suite 5, Cape Coral, Lee County, FL 33990

However, the place of business and mailing address for the Partnership may be such other location or locations as deemed necessary by the General Partner.

6. TERM.

The Partnership shall be deemed to have commenced on the date a Certificate of Limited Partnership is filed with the Office of the Florida Secretary of State and the filing of a Fictitious Name Affidavit and shall terminate upon the earlier of the following:

a. December 31, 2023

b. Upon the removal, retirement, or other incapacity of the sole remaining General Partner, unless the remaining Limited Partners elect to continue the Partnership within thirty (30) days after the date of such event.

c. Upon the affirmative vote of Partners holding 90% or more of the outstanding Partnership interests in the Partnership.

7. INITIAL CAPITAL CONTRIBUTION.

The initial capital contributions of the Partners are set forth in Exhibit "A"; such contributions shall be paid in cash, real or personal property, services, leases, options to purchase or any other valuables or things of value for the uses and purposes of the Partnership, and all Partnership interests granted in exchange therefore by the General Partner shall become fully paid, the same as though paid for in cash, and be non-assessable forever.

The judgment of the General Partner as to the value of any real or personal property, services, leases, options to purchase or other valuable thing or right acquired in exchange for Partnership interest shall be conclusive forever.

8. ADDITIONAL CAPITAL CONTRIBUTIONS.

If, in the reasonable discretion of the General Partner, additional funds are necessary for Partnership purposes, the General Partner may, but shall not be required to contribute such additional funds in the form of a loan to the Partnership.

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9. ADVANCES BY A PARTNER AND LOAN FROM THIRD PARTIES.

9.1 Advances By A Partner. No Partner may advance funds to the Partnership without the consent of the General Partner. Should the Partners agree that they loan monies to the Partnership, the General Partner shall, at the time of such decision, determine the terms and conditions of such loan.

9.2 Loans From Third Parties. The Partnership may borrow monies from third parties in order to further a legitimate Partnership purpose upon terms and conditions deemed advantageous by the General Partner.

9.3 Return Of Capital. Unless the General Partner agree to the contrary, no Partner shall have the right to demand a return of contributed capital from the Partnership.

10 TAXABLE INCOME AND LOSS DEFINED.

10.1 Taxable Income And Operating Losses. Taxable income and operating losses shall be allocated to the Partners in accordance with each Partner's Partnership Percentage.

10.2 Taxable Income and Loss Defined. "Taxable Income or Loss" shall be the Partnership's taxable income and/or loss determined in accordance with Section 703(a) of the Internal Revenue Code, adjusted as follows:

a. Partnership income exempt from federal income tax or not otherwise taken into account in computing taxable income or loss, shall be included;

b. I.R.C. Section 705(a)(ii)(b) expenditures not otherwise taken into account, shall be deducted;

c. Gain or Loss resulting from disposal of any Partnership asset with respect to which a "Gain" or "Loss" is recognized for federal income tax purposes shall be determined with reference to the asset's initial value as recorded in the Partnership Capital Account, less depreciation taken for such accounting purposes;  
or, if the asset has been revalued pursuant to Treasury Regulation Section 1.704.1(b)(2)(iv)(f), with reference to the asset's revalued amount, less depreciation taken subsequent to the revaluation; and

d. Depreciation and amortization of any Partnership asset shall be determined with reference to the assets' initial value as recorded in the Partnership Capital/Asset Account, unless the Asset has been revalued pursuant to:

Treasury Regulation 1.704.1(b)(2)(iv)(f), in which case depreciation or amortization with respect to such asset, shall be computed with reference to the revalued amount in accordance with Treasury Regulation 1.7041(b)(2)(iv)(g).

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10.3 Minimum Gain. Notwithstanding anything to the contrary in the Partnership Agreement:

a. No Limited Partner shall be allocated loss or deduction (or items thereof) attributable to nonrecourse debt which is secured by Partnership property if such allocation would cause the sum of the deficit Capital Account balances of the Limited Partner receiving such allocation to exceed the "Minimum Gain" as determined at the end of the Partnership taxable year to which such allocation relates in accordance with the Treasury Regulations under Section 704(b) of the Code. Any such loss or deduction that otherwise would have been allocated to a Limited Partner but for this Section 10.3(a) shall be reallocated to the General Partner; and

b. A Limited Partner with a deficit Capital Account balance resulting in whole or in part from allocations of loss or deduction (or item thereof) attributable to nonrecourse debt which is secured by Partnership property shall, to the extent possible and as rapidly as possible, be allocated income or gain (or item thereof), pro rata, until the sum of the deficit Capital Account balance equals the Minimum Gain.

10.4 Qualified Income Offset. Notwithstanding anything to the contrary in the Partnership Agreement:

a. A Limited Partner shall not be allocated loss or deduction (or items thereof) if such allocation would cause or increase a deficit balance in such Limited Partner's Capital Account as of the end of the Partnership taxable year to which such allocation relates in excess of the sum of (i) any dollar amount of such deficit balance such Limited Partner is obligated to restore, and (ii) the Minimum Gain that such Partner would be charged with under Section 10.3 of this Agreement. Such excess deficit balance in a Limited Partner's Capital Account shall be referred to as the "Excess Deficit Balance" and shall be determined in accordance with the regulations under Treasury Code Section 704(b). Any such loss or deduction that otherwise would have been allocated to such Limited Partner but for this Section 10.4(a) shall be reallocated to the General Partner; and

b. Any Limited Partner with an Excess Deficit Balance resulting in whole or in part from an unexpected adjustment, allocation of distributions described in Treasury Regulation Section 1.704.1(b)(2)(ii)(d)(4), (5) and (6) shall be allocated, as rapidly as possible, gross income or gain (or items thereof) without reduction for Partnership losses or deductions until such Excess Deficit Balance has been eliminated.

10.5 Capital Account.

a. Calculation Of Capital Account. A single Capital Account shall be established for each Partner, both Limited and General Partner. Except as otherwise expressly set forth herein,

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no interest shall be paid on Capital Contributions or on account balances in the Partnership Capital Accounts. Each Partner's Capital Account shall be increased by the amount of cash and by the fair market value of property, services and other valuables or things of value for the uses and purposes of the Partnership. The judgment of the General Partner as to the value of any real or personal property, services, leases, options to purchase, or other valuable thing or right acquired in exchange for a percentage in the Partnership shall be conclusive forever as if fully paid in cash and shall be non-assessable.

b. Restoration Of Deficit Capital Account. If a General Partner has a deficit Capital Account Balance as of the date of the transfer of an interest in the Partnership after the allocations of gain or loss into the account or as otherwise set forth herein, such General Partner shall contribute cash or other value to the Partnership by the end of the current tax year in an amount at least to the deficit amount. Similarly, if, upon liquidation of the Partnership, a General Partner who has a deficit Capital Account balance, after taking into account the allocations of gain or loss as otherwise provided herein, such General Partner shall contribute cash, property or other value prior to the date set for liquidation of the Partnership sufficient to restore such deficit Capital Account to zero.

10.6 Sharing Between Transferor and Transferee. In the event of a transfer of an interest in the Partnership, the taxable profits or losses allocable to the interest transferred and the cash distributable to the interest transferred, shall be allocable and distributed between the transferor and the transferee in proportion to the time during the fiscal year that the interest was owned by each.

10.7 Interpretation of Provisions. The Partners intend that the provisions of this paragraph regarding the allocation of taxable income or losses shall be governed in accordance with applicable sections of the Internal Revenue Code and relevant treasury regulations, interpreting the same in specific compliance with Section 704(c) of the Code and Section 1.704-1(b)(4)(i) of the Treasury regulations, as the same may be amended from time to time.

11. CASH DISTRIBUTION. Partnership cash may be distributed from time to time as determined at the sole discretion of the General Partners. Any such cash distribution shall be divided among the Partners in accordance with their respective Partnership Percentages.

## 12. EXPENSES-SALARIES-FEES.

12.1 Salaries. The General Partner shall be entitled to receive a salary from the Partnership in a reasonable amount for services rendered to the Partnership.

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12.2 Expenses. The General Partner shall be entitled to receive from the Partnership reimbursement for all direct, out-of-pocket expenditures made on behalf of the Partnership.

12.3 Fees. The General Partner shall be entitled to enter into a fee-for service agreement for professional, technical or expert services rendered to or on behalf of the Partnership.

13. POWER and DUTIES of and RESTRICTIONS UPON the GENERAL PARTNER

13.1 Powers. The management and control of the Partnership and its business and affairs shall rest exclusively with the General Partner who shall have all rights and powers which may be possessed by a Partner pursuant to the Florida Revised Uniform Limited Partnership Act, and such rights and powers as are otherwise conferred by law or are necessary or advisable to the discharge of the General Partner's duties, and to the management of the business affairs of the Partnership. Without limiting the generality of the foregoing, the General Partner shall have the following rights and powers which may be exercised at the cost, expense, and risk of the Partnership:

a. To expend the capital and net income of the Partnership in the furtherance of the Partnership's business subject to the limitation of the rights and powers possessed by the General Partner hereunder;

b. To purchase, hold, mortgage, lease, operate, manage, and develop Partnership real estate assets, and to enter into agreements with others with respect to such activities, which such agreements may contain terms, provisions and conditions as the General Partners in their reasonable discretion shall approve;

c. To execute and deliver all documents in connection with the financing for the Partnership property, including, but not limited to, loan agreements, notes, trust deeds, mortgages, security agreements, or other documents evidencing short term, interim or permanent financing, and documents and instruments with respect to securing such short term, interim or permanent loans, or any other instruments or documents relating to such financing transactions;

d. To execute and deliver all documents in connection with the Partnership property, including, but limited to, all agreements relating to the development of the Partnership property;

f. To manage the Partnership property or to contract with a manager for the operation and maintenance of the Partnership property;

g. To borrow money and, as security therefor, mortgage or

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otherwise encumber all or any part of the Partnership property real or personal;

h. To manage, improve, alter and further develop the property or any assets of the Partnership;

i. To execute and deliver assignments, deeds and other transfers and conveyances in connection with the sale of Partnership property, real or personal;

j. To execute and deliver promissory notes, checks, drafts and other negotiable instruments;

k. To employ such attorneys, accountants and other persons as the General Partner may deem necessary or advisable to carry out the purposes of the Partnership;

l. To purchase from or through others insurance which the General Partner may deem advisable, appropriate, convenient or beneficial to the Partnership;

m. To invest Partnership funds in government securities, certificates of deposit, banker's acceptances, money market funds or similar investments;

n. To sell, exchange, surrender or abandon, upon such terms as the General Partner deems advisable, any of the assets of the Partnership;

o. To execute leases, licenses, rental agreements, or amendments thereof, with respect to all or any portion of the Partnership property, real or personal;

p. To enter into such agreements, contracts, documents and instruments with such parties and to give such receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto as the General Partner may deem advisable or appropriate;

q. To execute any and all other instruments to carry out the intention and purpose thereof;

r. To delegate all or any of its duties hereunder and in furtherance of any such delegation to appoint, employ, or contract with any person the General Partners may deem necessary or desirable for the transaction of the business of the Partnership, including persons, firms, or entities affiliated with or entities affiliated with or subject to the control of the General Partner, including those in which it may have a proprietary interest. Such person may, under the supervision of the General Partner, administer the day-to-day operations of the Partnership; may serve as the Partnership's advisor and consultant in connection with policy decisions made by the General Partner; may act as consultant, accountant, correspondent, broker, attorney or agent for the receipt of capital

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contributions of the Partners or in any other capacity deemed by the General Partner necessary or desirable;

May investigate, select and, on behalf of the Partnership, conduct relations with prsons acting in such capacities and may pay appropriate fees to, and enter into appropriate contracts with or employ or retain services performed or to be performed by any of them in connection with any Partnership matter, may perform or assist in the performance of such administrative or managerial functions necessary in the management of the Partnership and the development of any Partnership project as may be agreed upon with the General Partner; and may perform such other acts or services for the Partnership as the General Partner, in it's reasonable discretion may approve.

13.2 Exercise of Powers. The day-to-day affairs of the Partnership shall be effectuated by the General Partner. Any person dealing with the Partnership shall be entitled to rely on the act of the General Partner for the duties and obligations conferred upon it herein.

13.3 Duties. The General Partner shall manage and control the Partnership, it's business and affairs, to the best best of it's ability, and shall use best efforts to carry out the business of the Partnership as set forth in Paragraph 4. hereof. The General Partners shall devote themselves to the business of the Partnership to the extent that they, in it's sole discretion deemed necessary to carry out such affairs in an effective manner.

13.4 Certain Limitations. The General Partner shall not do any of the following:

- a. Act in contravention of the Agreement;
- b. Any act which would make it impossible to carry out the ordinary business of the Partnership;
- c. Confess a judgment against the Partnership; or
- d. Admit a person as a General Partner except as otherwise provided in the Agreement.

14. RIGHT to ENGAGE in OTHER BUSINESS. No Partner shall have any obligation, liability or duty to offer to the Partnership or any other Partner an opportunity which may be presented by reason of any connection with or by reason of being one of the Partners.

Nothing herein contained shall preclude, prevent or be a limitation upon any Partner from acting for itself or for others or of being a Partner of other Partnerships or a stockholder of corporations engaged in business in competition with this Partnership.

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15. TRANSFER of INTEREST.

15.1 No Transfer Without Consent. No Partner shall voluntarily sell, exchange, pledge, encumber, hypothecate, dispose or otherwise transfer (collectively "transfer") all or any part of his interest as a Partner in the Partnership without the express prior written approval of all the Partners. Any such transfer shall be considered by the Partnership to be null and void without the aforesaid prior written consent of all the Partners. In the event an assignment is made and so approved the following rules shall apply:

a. The effective date of an assignment of a Partnership interest shall be the date set forth on the written instrument of assignment;

b. Notwithstanding anything herein to the contrary, the Partnership and the General Partner shall be entitled to treat the assignor of such interest as the absolute owner thereof in all respects and shall incur no liability for distributions of cash or other property made in good faith to it until such time as the written assignment has been received by and recorded on the books of the Partnership and is otherwise effective in accordance herewith;

c. Except as provided above, the assignee of a Partnership interest shall be entitled to receive distributions of cash or other property from the Partnership attributable to the interest acquired by reason of such assignment from and after the effective date of the assignment.

15.2 No Substitution Without Consent. No assignee of the whole or any portion of a Partnership interest shall have the right to become a substituted Partner in place of the assignor unless all of the following conditions are satisfied:

a. The assignor executes and acknowledges a written instrument of assignment together with such other instruments as the General Partner may deem necessary or desirable to effect the admission of the assignee as a substitute Partner;

b. Such instrument of assignment has been delivered to, received and approved by the General Partner; and

c. The written consent of all of the Partners to such substitution has been obtained.

15.3 Involuntary Assignment by a Partner.

a. In the event a Partner's interest is taken or disturbed by levy, foreclosure, charging order, execution or other similar proceeding, the Partnership shall not dissolve.

b. The assignment of any Partner's interest shall in no event have the right to interfere in the management or the administration of the Partnership business affairs or to act as a Partner in the Partnership. The assignee shall have only the right to receive distributions, profits and losses attributable

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to the assignor Partner's interest in the Partnership.

c. An assignee of any Partnership interest, whether of a General Partner or Limited Partner, shall receive the federal and all relevant state Forms K-1 and report such reported income or loss on assignees' income tax returns each year in accordance Rev. Rul. 77-137, 1977-1 C.B. 178.

d. The death, bankruptcy, incompetence, resignation or removal of a General Partner shall not terminate, liquidate or force a winding up of the Partnership. If such deceased, bankrupt, incompetent, resigned or removed General Partner is the sole General Partner, the Limited Partners shall elect, by majority vote, a new General Partner to continue the business of the Partnership.

e. Notwithstanding any other provision in this Agreement, assignments or transfers of a Limited Partner's interest to the following assignees shall require only the prior written consent of the General Partners to become a substituted Limited Partner:

- i. Spouse of the assignor;
- ii. Issue of the assignor;
- iii. An inter vivos or testamentary trust for the benefit of the assignor or spouse or issue.

f. Notwithstanding anything to the contrary contained in this Agreement, (i) an assignee who has not become a substituted Limited Partner in accordance with the terms and provisions of this Agreement, or (ii) an assignee who acquired an interest in the Partnership by virtue of levy, foreclosure charging order or other similar procedure, shall not have the right to vote in the capacity of a "Limited Partner"; the only rights of such assignee shall be an allocation of income, gain, loss, deduction, credit and distribution to which such assignor would otherwise be entitled to receive.

#### 16. REMOVAL OF GENERAL PARTNER/ELECTION OF GENERAL PARTNER.

16.1 Removal of General Partner. The General Partner shall be removed and cease to be a General Partner of the Partnership immediately upon the adjudication that such General Partner is insolvent or bankrupt.

#### 16.2 Liability of General Partner After Removal or Incapacity.

If a General Partner is removed, deceased, or otherwise unable to carry out the duties hereunder, the liability as a General Partner shall cease as provided in the Partnership Act, and the Partnership shall promptly take all steps reasonably necessary under such Act to cause cessation of liability.

16.3 Continuing Interest of General Partner After Removal. The interest of a General Partner who is removed or otherwise unable to carry out the duties hereunder shall be converted to a Limited Partner's interest herein having the same rights to

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distributions therefore maintained reduced, however, by the salary or other reasonable compensation, if any paid to a newly elected General Partner to perform the duties of the General Partner as set forth herein.

16.4 Election of a New General Partner. If the sole remaining General Partner is removed, or in the case of an individual General Partner, dies or is otherwise unable to carry out the duties hereunder, and the Limited Partners exercise the right given them hereby to elect to continue the business of the Partnership, any Limited Partner may nominate any person for the position of General Partner. Such person shall not become a General Partner unless elected by a vote (which may be by written consent) of a majority in interest of the remaining Partners. In the event that such proposed General Partner is not elected, nominations shall continue until a successor General Partner is elected, or the Partnership has been dissolved pursuant to paragraph 17.1 below.

17. DISSOLUTION AND WINDING UP OF THE PARTNERSHIP.

17.1 Dissolution of the Partnership. The Partnership may be dissolved upon its termination as provided in Paragraph 6. herein.

17.2 Winding Up of the Partnership. Upon the dissolution of the Partnership, the remaining General Partner or if there is no General Partner, a trustee elected by all the remaining partners shall take full account of the Partnership's assets and liabilities and the assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom to the extent sufficient therefor, shall be applied and distributed as provided in the Partnership Act.

17.3 No Priorities of Partners. No Partner shall have the right to withdraw or reduce any contribution to the capital of the Partnership except as the result of the winding up of the Partnership, or as otherwise provided by and in with the Partnership Act, and no Partner shall have the right to demand or receive property other than cash in return for such capital contribution to the Partnership, or shall have priority over any other Partners either of contributions of capital to the Partnership or as to profits, losses, or cash distributions.

18. BOOKS OF ACCOUNT, ACCOUNTING, REPORTS, FISCAL YEAR AND BANKING.

18.1 Books of Account. The Partnership's books of account and records shall be maintained at the principal office of the Partnership, and each Partner or authorized representative representatives shall have access thereto for inspection and copying at all reasonable times. The books and records shall be kept in a consistent manner by the Partnership and shall reflect all Partnership transactions and be appropriate and

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adequate for the Partnership's business affairs.

18.2 Accounting and Reports. As soon as reasonably practicable after the end of each fiscal year, each Partner shall be furnished with a report showing the amount allocated to such Partner during the accounting year, including any items of income deduction, gain or loss allocated for purposes of U.S. Internal Revenue Tax Code. The Partnership shall bear all costs which may be incurred incident any examinations and report preparation.

18.3 Fiscal Year. The fiscal year of the Partnership shall be on a calendar year basis.

18.4 Banking. All funds of the Partnership shall be deposited in a bank account or accounts and designated for the benefit of the Partnership as shall be determined by the General Partner. All withdrawals therefrom shall be made by checks signed by the General Partner.

18.5 Tax Election For Sale of Partnership Interest. Upon the transfer of an interest in the Partnership, the General Partner, on behalf of the Partnership may, but is not required to, elect, pursuant to Section 754 of the Internal Revenue Code 1954, as amended, to adjust the basis of the Partnership property as allowed by Sections 734(b) and 743(b) thereof. The election shall be filed with the Partnership tax return for the first taxable year to which the election applies.

## 19. POWER OF ATTORNEY.

19.1 Grant of Power. The Limited Partners hereby make, constitute and appoint the General Partner with full power of substitution and resubstitution as their true and lawful attorney for them and in their name, place and stead and for their use and benefit to sign, execute, certify, acknowledge, file and record this Agreement, a separate Certificate thereof, any amendment hereto and/or any other instruments or documents for legitimate purposes including, but not limited to:

(i) the exercise by the General Partner of any of the powers granted the Partnership under the Partnership Agreement; (ii) the reflection of any amendments made to the Partnership Agreement by the Partners pursuant to the Partnership Agreement; (iii) the admission to the Partnership of any substituted Partner or the withdrawal of any Partner in the manner prescribed in the Partnership Agreement; and (ix) the filing of documents required of the Partnership or of the Partners by the laws of the State of Florida or any other jurisdiction.

Each Limited Partner authorizes such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing hereby give such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or

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advisable to be done in connection with the foregoing as fully as such Limited Partners would have the authority to do if personally present, and in addition thereto, each Limited Partner hereby ratifies and confirms all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

19.2 Extent of Power. The Power of Attorney granted pursuant to subparagraph 1 hereof:

a. is a special power of attorney coupled with an interest and is irrevocable;

b. may be exercised by such Attorney-in-Fact by listing all of the Limited Partners executing any agreement, certificate, instrument or other document with the single signature of such Attorney-in-Fact acting as attorney-in-fact for all partners; and as attorney-in-fact for all partners; and

c. shall survive the delivery of an assignment by a Limited Partner of the whole or a portion of his interest in the Partnership, except that where the purchaser, transferee or where the purchaser, transferee or assignee thereof has the right to be, or with the consent of a General Partner is admitted as, a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any such agreement, certificate, instrument or other document necessary to effect such substitution.

## 20. MISCELLANEOUS.

20.1 Exculpation. The doing of any act or the failure to do any act by the General Partner, the effect of which may cause or result in loss or damage to the Partnership, if done pursuant to advice of legal counsel employed by the General Partner on behalf of the Partnership, or if done in good faith to promote the best interests of the Partnership, shall not subject that General Partner, or its' heirs, administrators, executors, successors, and assigns to any liability. The Partnership will indemnify and hold harmless the General Partner, and its' successors and assigns from any claim, loss, expense, liability, action or damage resulting from any such act or omission, including without limitation, reasonable costs and expenses of litigation and appeal (including, without limitation reasonable attorney fees engaged by the General Partner in defense of such act or omission).

20.2 Notices. Any notices, payment, demand or communication required or permitted to be given by any provision of the Partnership Agreement shall be deemed to have been delivered and given for all purposes (i) if delivered personally to the party or to a partner of the party to whom the same is directed, or (ii) whether or not the same is actually received, if sent by registered or certified mail, postage and charges

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if sent by registered or certified mail, postage and charges prepaid, addressed as set forth on the signature page hereof or to such address as the General Partner may from time to time specify by written notice to the Limited Partners; if to a Limited Partner, at such Limited Partner's address set forth on the Schedule of Limited Partners, or to such other address as such Limited Partner may from time to time specify by written notice to the General Partner. Any such notice shall be deemed to be given as of the date so delivered, if delivered personally or as of three (3) days after the date on which the same was deposited in a U. S. Mail receptacle, addressed and sent as aforesaid.

20.3 Amendments. Amenments to the Partnership Agreement may be proposed by the General Partner. Following such proposal, the General Partner shall submit to the Partners a statement of any proposed amendment and shall include in any such submission its' recommendations as to the proposed amendment. The General Partner shall seek the written vote of the Partners on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that may be deemed appropriate. For purposes of obtaining a written vote, that General Partner may require a response within a specified time and failure to respond in such time period shall constitute a vote which is consistent with the General Partner's recommendation with respect to the proposal. A proposed amendment shall be adopted and effective as an amendment hereto if it receives the affirmative vote of more than 50% of the Partners Profit Percentages. No amendment shall affect the rights or duties of the General Partner, including without limitation, a General Partner's managerial authority, right to profits, losses and distributions, without the prior written consent of the General Partner.

20.4 Meeting and Means of Voting. Meeting of the Partners may be called by the General Partner. The call shall state the nature of business to be transacted. Notice of any such meeting shall be delivered to all Partners not less than seven (7) days nor more than thirty (30) days prior to the date of such meeting. Partners may vote in person or by proxy at such meeting.

20.5 Litigation. The General Partner shall prosecute and defend such actions at law or in equity as may be necessary to enforce or protect the interests of the Partnership. The Partnership and the General Partner shall respond to any decree, judgment or decision of any court, board or authority having jurisdiction over them. The General Partner shall satisfy any such judgment, decree or decision out of the assets of the Partnership.

20.6 Paragraph Headings. Paragraph and other headings contained herein are for reference purposes only and are in no way intended to describe interpret, define or limit the scope, extent or intent of the Partnership Agreement or any provision

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hereof.

20.7 Severability. Every provision of this Partnership Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Partnership Agreement.

20.8 Florida Law. The local, internal laws of the State of Florida shall govern the validity of this Partnership Agreement, the construction of its' terms and the interpretation of the rights and duties of the parties hereto.

20.9 Waiver of Action for Partition. Each of the parties hereto irrevocably waives during the term of the Partnership and during the period of its' liquidation following any dissolution, any right that it may have to maintain any action for partition with respect to the property or other assets of the Partnership.

20.10 Parties in Interest. Each and every covenant, term, provision and agreement herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

20.11 Time. Time is of the essence with respect to this Partnership Agreement.

20.12 Integrate Agreement. This Partnership Agreement constitutes the entire understanding an agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth herein or herein provided for.

20.13 Arbitration Clause. Any controversy or claim arising out of or relating to this Partnership Agreement shall be settled by arbitration in accordance with the Rules of the American Arbitration Association.

20.14 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

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IN WITNESS WHEREOF, this Limited Partnership Agreement has been executed on this 12th day of January, 1998 in the City of Cape Coral, Florida.

GENERAL PARTNER

Timothy E. Currie, Jr.  
Timothy E. Currie, Jr.

LIMITED PARTNER  
The Logsdon Family Revocable Trust

By: Timothy E. Currie, Jr.  
Timothy E. Currie, Jr., Trustee

LOGSDON FAMILY LIMITED PARTNERSHIP

EXHIBIT "A"

SCHEDULE OF PARTNERS CONTRIBUTIONS

Initial  
Profit  
Percentage  
-----

Initial  
Capital  
Contribution  
-----

GENERAL PARTNER:

1%	Timothy E. Currie, Jr. 218 S.E. 16th Place, Cape Coral, FL 33990	\$10
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LIMITED PARTNER:

99%	The Logsdon Family Revocable Trust	\$990
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100%	Totals	\$1,000
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STATE OF FLORIDA )  
County of Lee )  
\_\_\_\_\_ )

SS.

VERIFICATION

On this 12th day of January, 1998, before me, the undersigned Notary Public, personally appeared Timothy E. Curry, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as General Partner of:

LOGSDON FAMILY LIMITED PARTNERSHIP

L. Randall Hack  
Notary Public

My Commission Expires:



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CERTIFICATE OF LIMITED PARTNERSHIP

OF

LOGSDON FAMILY LIMITED PARTNERSHIP

Business Address: 1508 S.E. 17th Avenue, Suite 5, Cape Coral, FL 33990

Name and Address of Registered Agent for Service of Process:

L. Randall Hack  
1508 S.E. 17th Avenue, Suite 5  
Cape Coral, FL 33990

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I, L. Randall Hack, having been designated to act as Registered Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with Florida Statutes governing limited partnerships.

L. Randall Hack 1-12-98  
L. Randall Hack Date

Signed this 12th Day of January, 1998

Timothy E. Currie, Jr.  
Timothy E. Currie, Jr., General Partner

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**AFFIDAVIT OF CAPITAL CONTRIBUTIONS**

**BEFORE ME, the undersigned constituting all of the general partners of  
LOGSDON FAMILY LIMITED PARTNERSHIP, a Florida Limited  
Partnership, certify as follows:**

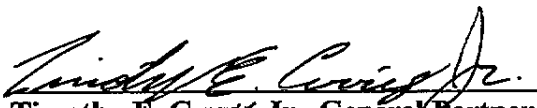
**The amount of contributions to date of the limited partners is \$1,000.00.**

**The total amount contributed and anticipated to be contributed the limited  
partners at this time totals \$1,000.00.**

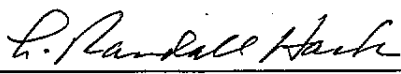
**FURTHER AFFIANT SAYETH NOT.**

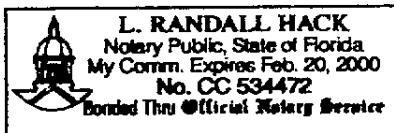
**Under the penalties of perjury I (we) declare that I (we) have read the foregoing and  
that the facts alleged are true, to the best of my knowledge and belief.**

**Signed this 12th day of January, 1998 in the City of Cape Coral, Florida.**

  
**Timothy E. Curry, Jr., General Partner**

Witness:

  
**L. Randall Hack, Notary Public**



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