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EXAMINER

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DIVISION OF CORPORATIONS
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10 OCT 11 AM 4:03
DEPT. OF STATE
TALLAHASSEE, FLORIDA

NEW MANAGING PARTNER JOINDER AGREEMENT

The 1998 Ben C. Boynton Family FLP, Ltd.

This Agreement is made and entered into this 11 day of October, 2010, by and between the persons whose signatures appear below.

WHEREAS, since its inception, Ben C. Boynton has been the Managing General Partner of the Partnership.

WHEREAS, Ben C. Boynton desires to transfer and assign all of his General Partnership Units/interest in and to the Partnership to his spouse, Anne R. Boynton, via her solely owned entity, ANNE BOYNTON GENERAL PARTNER, LLC.

WHEREAS, Anne R. Boynton (a/k/a Anne Ruff Boynton), as a Family Member, as defined in Article IX of the Partnership Agreement, is a permitted transferee of the general partnership Units/equity interest.

WHEREAS, via the aforesaid tax-free gift from the husband to the wife, Ben C. Boynton can no longer act as the Managing General Partner of the Partnership, as he thereby ceases to be a General Partner of the Partnership.

WHEREAS, as a result of the foregoing, all parties hereto desire to elect the ANNE BOYNTON GENERAL PARTNER, LLC to henceforth and immediately act as the sole new Managing Partner, as well as the Tax Matters Partner, of the Partnership; and hence this instrument shall be evidence of said consent by all the parties hereto.

WHEREAS, the parties hereby expressly waive (i) any conflicting provision of the Partnership Agreement, or (ii) non-compliance with any other provision of the Partnership Agreement, including but not limited to (i) notice (advance or otherwise) of this transfer, (ii) opinion of counsel regarding compliance with all applicable securities laws, as well as related matters, which this instrument otherwise fails to meet, etc.

WHEREAS, the purpose of this instrument is to document the withdrawal of a General Partner, and the admission of a new General Partner by the unanimous consent and election of all concerned; as such, this instrument shall also serve as a joinder agreement under and to the Partnership Agreement.

WHEREAS, the parties hereto desire to continue the Partnership, even though all of Ben C. Boynton's General Partnership Units are hereby transferred to Anne R. Boynton via her single member limited liability company, ANNE BOYNTON GENERAL PARTNER, LLC.

NOW THEREFORE, for and in consideration of the premises, the undersigned parties hereto do hereby covenant and agree as follows:

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20 OCT 11 PM 1:31
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JULIA HASSE, FLO

1. Recitals. Each and all of the foregoing recitals are true and correct and are incorporated herein by reference and made a part hereof.

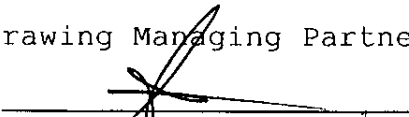
2. Admission/Withdrawal. The New General Partner, who is a Family Member as defined in the Partnership Agreement, is also hereby approved by all Partners. Hence, ANNE BOYNTON GENERAL PARTNER, LLC is hereby admitted to the Partnership as the sole General Partner, and hence the sole Managing Partner; and shall accordingly have all the rights and be subject to all the obligations of the sole General Partner and Managing Partner under the Partnership Agreement. Correspondingly, Ben C. Boynton shall cease to be a General Partner and shall henceforth have no rights and shall not be subject to any further obligations under the Partnership Agreement.

3. Agreement to Be Bound By Partnership Agreement. The New Partner acknowledges receipt of a copy of the Partnership Agreement, as currently in effect. The New Partner agrees to be bound by all the terms and conditions of the Partnership Agreement, as amended from time to time.

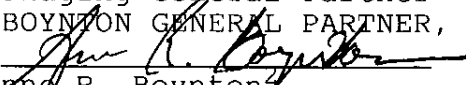
4. Counterparts. This Agreement may be executed in multiple counterparts.

This Agreement is executed as of the date first written above.

Withdrawing Managing Partner

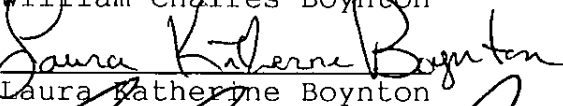

Ben C. Boynton¹

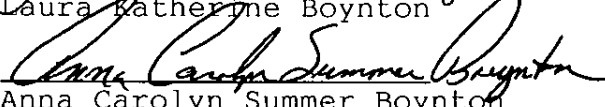
New Managing General Partner
ANNE BOYNTON GENERAL PARTNER, LLC


By: Anne R. Boynton²
Its: Managing Member

Additional Limited Partners


William Chaires Boynton


Laura Katherine Boynton


Anna Carolyn Summer Boynton
(f/k/a Anna Summer Boynton)

boy10trf.ass

¹ Includes his capacity as a Limited Partner, if applicable.

² Includes Anne R. Boynton's in her individual capacity as a Limited Partner, if applicable.