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Michael Tillman, P.A.

Estate and Charitable Tax Planning

5346 S.W. 91ST TERRACE, GAINESVILLE, FL 32608-7124  
TEL: 352-376-8600  
FAX: 352-376-0026  
E-MAIL: TILLMAN@POST.HARVARD.EDU

MICHAEL TILLMAN, J.D.\*  
OF COUNSEL:  
THOMAS R. ROGERS, J.D., C.P.A.\*  
SCOTT TANSEY, J.D., LL.M.†  
\* LIC. IN FL † LIC. IN CA

November 19, 1998

TO: Secretary of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

RE: THOBURN REAL ESTATE LIMITED PARTNERSHIP

The undersigned, pursuant to the provisions of the Florida Limited Partnership Act hereby requests that the THOBURN REAL ESTATE LIMITED PARTNERSHIP be registered as required by State law.

Enclosed are:

1. Certificate of Limited Partnership, in duplicate
2. Affidavit of Capital Contribution
3. A Check for \$1,785.00 in payment of the filing fee is enclosed, which includes \$1,750.00 for filing fee and \$35.00 for designation of registered agent.

Thank you for your assistance.

Please return the duplicate Certificate to my law firm at the above address indicating your receipt of our filing.

ROBERT THOBURN, Trustee, General Partner

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*Robert Thoburn*

ROBERT THOBURN, Trustee, of the THOBURN IRREVOCABLE MANAGEMENT TRUST, dated November 19, 1998

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Name Availability	
Document Examiner	<i>[Signature]</i>
Updater	<i>[Signature]</i>
Updater Verifier	<i>[Signature]</i>
Acknowledgement	
w. P. Verifier	

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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**CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF THE**  
**THOBURN REAL ESTATE LIMITED PARTNERSHIP**  
**A Florida Limited Partnership**

The undersigned does hereby certify that a Florida Limited Partnership Agreement was signed on November 19, 1998 at Gainesville, Florida by the following, herein called "General Partner":

ROBERT THOBURN and CAROLYN S. THOBURN,  
Trustees, or their successors in trust, under the  
THOBURN IRREVOCABLE MANAGEMENT  
TRUST dated November 19, 1998

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

ROBERT THOBURN and CAROLYN S. THOBURN,  
Trustees, or their successors in trust, under the ROBERT  
THOBURN LIVING TRUST dated November 19, 1998

CAROLYN S. THOBURN and ROBERT THOBURN,  
Trustees, or their successors in trust, under the  
CAROLYN S. THOBURN LIVING TRUST dated  
November 19, 1998

WITNESSETH:

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

1. Name. The name of this Limited Partnership is the THOBURN REAL ESTATE LIMITED PARTNERSHIP.

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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2. Business. The Limited Partnership may hold, manage, develop, exchange, or lease real estate, buy and sell both real and personal property including options, rights, intangibles and undivided interests in property, hold other investment assets. There is no geographical or jurisdictional restriction upon the location of an investment property or activity. The Limited Partnership may lease property which it owns or needs and may sublease property which it acquires under another lease. It may borrow and lend money, with or without interest or collateral. Furthermore, the Limited Partnership may engage in or conduct any lawful business or investment activities.

3. Principal Place of Business, Records Location and Registered Office.

The location of the principal place of business and records location of the Limited Partnership, and its business mailing address is: 633 N.W. 8th Avenue, Gainesville, Florida 32601. The location of the registered office of the Limited Partnership is: 633 N.W. 8th Avenue, Gainesville, Florida 32601.

4. Appointment and Consent to Serve as Registered Agent. The registered agent for service for this Limited Partnership is JOHN C. BOVAY, whose Florida street address is: 633 N.W. 8th Avenue, Gainesville, Florida 32601.

JOHN C. BOVAY accepts the appointment as agent of the THOBURN REAL ESTATE LIMITED PARTNERSHIP upon whom process, notices, and demands may be served, whose principal place of business and records are located at the address stated above. JOHN C. BOVAY understands that as agent it will be his responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of his resignation or of any changes in the Registered Office Address.

  
\_\_\_\_\_  
JOHN C. BOVAY

5. The Partners. The General Partner of this Limited Partnership is:

**ROBERT THOBURN and CAROLYN S. THOBURN,**  
Trustees, or their successors in trust, under the THOBURN  
IRREVOCABLE MANAGEMENT TRUST dated November  
19, 1998

**Residence and Mailing Address:**

633 N.W. 8th Avenue  
Gainesville, Florida 32601

The Limited Partnership shall also have such Limited Partners as are named in  
the Limited Partnership Agreement. The initial limited partners are:

**ROBERT THOBURN and CAROLYN S. THOBURN,**  
Trustees, or their successors in trust, under the  
ROBERT THOBURN LIVING TRUST dated November  
19, 1998

**Residence and Mailing Address:**

9409 S.W. 47th Lane  
Gainesville, Florida 32608

**CAROLYN S. THOBURN and ROBERT THOBURN,**  
Trustees, or their successors in trust, under the  
CAROLYN S. THOBURN LIVING TRUST dated  
November 19, 1998

**Residence and Mailing Address:**

9409 S.W. 47th Lane  
Gainesville, Florida 32601

6. Term. The Partnership shall begin on the date this Certificate of Limited Partnership is filed with the Secretary of the State of Florida and shall end on December 31, 2043, unless sooner dissolved by law or by agreement of the parties hereto or unless extended by agreement of the partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

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 Limited Partnership. No Limited Partner shall have the right to dissolve or terminate the Limited Partnership except upon the affirmative vote of one hundred percent (100%) in interest of all Partners.

9. Profits. All annual net profits of the Limited Partnership may be distributed annually and shall be divided among the Partners in the same proportions as the Partners' then constituted partnership interest, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner is prohibited from selling, assigning, transferring, encumbering, or otherwise disposing of any interest in this Limited Partnership, its property, or its assets, without the written consent of all of the Partners, both General and Limited, and only after such Limited Partner gives to the Limited Partnership and other Partners an opportunity to purchase such interest, as explained in detail in the Limited Partnership Agreement. The assignee, purchaser, or transferee of the whole or any portion of a Limited Partner's interest in the Limited

Partnership shall not become a substituted limited partner unless all General and Limited Partners (except the assignor, seller, or transferor) consent thereto. The assignor, seller, or transferor of a Limited Partnership interest shall not have the right to make his or her assignee, purchaser, or transferee a substituted Limited Partner. Furthermore, such assignee, purchaser, or transferee shall not become a substituted Limited Partner unless and until all provisions of the Partnership Agreement are complied with and expressly agreed to.

11. Additional Limited Partners. The General Partners may admit additional limited partners with the consent of all the Partners.

12. Priority Among Limited Partners. No one Limited Partner has priority over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement, insanity, or legal incapacity of the last surviving or serving General Partner, the Limited 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 or becomes incompetent to adequately manage his or her affairs as determined by written affidavits signed and acknowledged by two licensed physicians, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Limited Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have initially contributed their interest in the property as set forth in Schedule "A" or "B" of the Partnership Agreement.

**GENERAL PARTNER:**

ROBERT THOBURN and CAROLYN S. THOBURN,  
Trustees, or their successors in trust, under the  
THOBURN IRREVOCABLE MANAGEMENT  
TRUST dated November 19, 1998

*Robert Thoburn*

ROBERT THOBURN, Trustee

*Carolyn S. Thoburn*

CAROLYN S. THOBURN, Trustee

STATE OF FLORIDA

COUNTY OF ALACHUA

)  
)  
) ss.

The foregoing Certificate of Limited Partnership was acknowledged before me on November 19, 1998, by ROBERT THOBURN and CAROLYN S. THOBURN, Trustees, who personally appeared before me and who are personally known to me.

*Michael Tillman*

Notary Public



Michael Tillman  
MY COMMISSION # CC732127 EXPIRES  
May 11, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Stamp

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS**

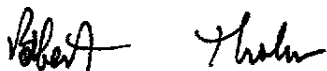
BEFORE ME, the undersigned, personally appeared ROBERT THOBURN and CAROLYN S. THOBURN, Trustees, under the THOBURN IRREVOCABLE MANAGEMENT TRUST dated November 19, 1998, being the sole General Partner of The THOBURN REAL ESTATE LIMITED PARTNERSHIP, a Florida limited partnership, hereinafter referred to as the "Partnership," who, upon being duly sworn, certified as follows:

1. The total amount of capital contributions to the Partnership made by the Limited Partners is, in the aggregate, \$ 478,028.00.
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 the facts alleged are true, to the best of my knowledge and belief.

GENERAL PARTNER:

ROBERT THOBURN and CAROLYN S. THOBURN,  
Trustees, or their successors in trust, under the THOBURN  
IRREVOCABLE MANAGEMENT TRUST dated November  
19, 1998.



ROBERT THOBURN

  
CAROLYN S. THOBURN




STATE OF FLORIDA

)  
) ss.  
)

COUNTY OF ALACHUA

The foregoing Affidavit of Capital Contribution was acknowledged before me on November 19, 1998, by ROBERT THOBURN and CAROLYN S. THOBURN, Trustees, who personally appeared before me and who are personally known to me.

Witness my hand and official seal.

  
Notary Public



Michael Tillman  
MY COMMISSION # CC752127 EXPIRES  
May 11, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Stamp

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