

Albany

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

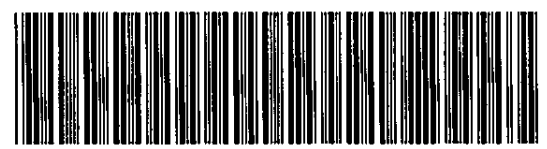
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Law Offices

KENNETH W. RICHMAN, JR.

Kenneth W. Richman, Jr.
Board Certified Real Estate Lawyer

Mail:
P.O. Box 111682
Naples, Florida 34108-0129

Wills and Trusts
Estate Planning and Administration
Real Property Law
Corporation and Business Law

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Cell: (239) 777-4227
E-mail: KenRichLaw@comcast.net

Street:
1415 Panther Lane, Suite 331
Naples, FL 34109

TO: Registration Section
Division of Corporations

SUBJECT:

John T. Hutterly Family Limited Partnership

The enclosed Certificate of Limited Partnership and fees are submitted for filing. Please return all correspondence concerning this matter to:

Contact Person: Kenneth W. Richman, Jr.
Firm/Company: Richman Law Firm
Address: 1415 Panther Lane, Suite 331
City, State and Zip Code: Naples, FL 34109

E-mail address: KenRichLaw@comcast.net

For further information concerning this matter, please call:

Ken Richman (239) 566-2185
Name of Contact Person Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

- \$1,000.00 Filing Fees (\$965 Filing Fee and \$35 Registered Agent Fee)
- \$1,008.75 Filing Fees and Certificate of Status
- \$1,052.50 Filing Fees and Certified Copy
- \$1,061.25 Filing Fees, Certified Copy, and Certificate of Status

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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CERTIFICATE OF LIMITED PARTNERSHIP
FOR
FLORIDA LIMITED PARTNERSHIP
OR
LIMITED LIABILITY LIMITED PARTNERSHIP

1. John T. Hutterly Family Limited Partnership
(Name of Limited Partnership or Limited Liability Limited Partnership, which must include suffix)

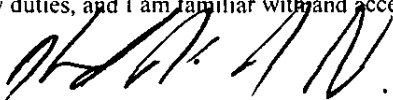
Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.
Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP.

2. 1270 11th Court North
Naples FL 34102
(Street address of initial designated office)

3. Kenneth W. Richman, Jr.
(Name of Registered Agent for Service of Process)

4. 423 Sharwood Dr.
Naples, FL 34110-5727
(Florida street address for Registered Agent)

5. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



Signature of Registered Agent

6. 1270 11th Court North
Naples FL 34102
(Mailing address of initial designated office)

7. If limited partnership elects to be a limited liability limited partnership, check box

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8. Name and business address of each general partner:

Name:	Business Address:
<u>John T. Hutterly</u>	<u>1270 11th Court North</u> <u>Naples FL 34102</u>

9. Effective date, if other than the date of filing: _____
(Effective date cannot be prior to nor more than 90 days after the date the document is filed by the Florida Department of State.)

10. Government:

The Limited Partnership is governed by Articles of Limited Partnership adopted by those who are, upon the date of the execution of this certificate, designated as the general and limited partners. This certificate and the Articles of Limited Partnership will bind each general and limited partner, their successors, assigns, and for any individual person, that person's successors, assigns, estate, heirs, and personal representatives.

11. Duration and Constitution:

The Partnership is established for an initial term of years measured from the effective date and ending at 11:59 p.m. on December 31 of the year 2056 (the initial term of years). The Limited Partnership is to continue from year to year thereafter until the Limited Partnership is liquidated and dissolved according to the voting requirements then prescribed by the Articles of Limited Partnership. Any vote to liquidate the Limited Partnership before the expiration of the prescribed initial term of years will require the affirmative vote of Seventy-Five (75%) percent in interest of all partners. Any vote to amend this certificate or the Articles of Limited Partnership to permit a liquidation voting requirement of less than the prescribed voting percentage will require the affirmative vote of Seventy-Five (75%) percent in interest of the partners. The partnership is to continue from year to year after December 31 of the year 2056. A vote to liquidate and dissolve the partnership during any year-to-year term will require the affirmative vote of Seventy-Five (75%) percent in interest of the partners.

The Partnership, as an entity for federal income tax purposes and as an entity under the laws of Florida, will not terminate by reason of: (1) the death or disability of a limited partner; (2) the removal, resignation, death, disability, or other inability to continue service of a general partner or the addition or substitution of a general partner, unless, at the conclusion of ninety days from the act constituting a technical act of termination under the laws of Florida, the Partnership does not, in fact, have at least one general partner then serving; (3) the bankruptcy or insolvency of any partner, general or limited; (4) a partners' marital separation or divorce; (5) the withdrawal of a limited partner, including the redemption of his, her or its ownership interest; or (6) any other act or omission to act, not having the approval or consent of all partners, that is or may be construed to be a termination of the Partnership as an entity under the laws of Florida. To the greatest extent permitted by the State of Florida, any act or omission to act that is construed to be a termination or dissolution shall nonetheless be construed an intended reconstitution and continuation of the Partnership, without the requirement of liquidation and winding-up. To the extent John T. Hutterly Family Limited Partnership forfeits its status as a limited partnership under Florida law, John T. Hutterly Family Limited Partnership will nonetheless continue as a general partnership and subject to the applicable requirements of the Articles of Limited Partnership until reconstituted as a limited partnership under the laws of Florida or under the laws of any other jurisdiction.

12. Limitations on Withdrawal, Ownership and Use of Partnership Property:

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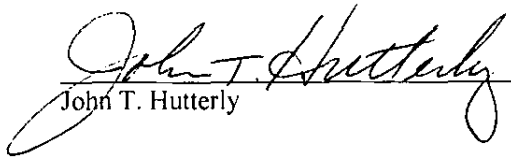
The following requirements apply to all partners, both general and limited. No partner will be entitled to withdraw or demand the return of all or any part of his, her, or its capital contribution to the Partnership. No partner may require the Partnership to pay to him, her, or it the value of his, her, or its capital account in the Partnership except upon dissolution and liquidation of the Partnership. No partner, general or limited, will have the unilateral right to compel a liquidation or dissolution of the Partnership or to compel a partition and/or distribution of any property of the Partnership. No partner will have a direct or indirect ownership interest in any property of the Partnership nor will any partner have any right to the income produced by, or the personal use of, property that he, she, or it contributes to the Partnership. The Partnership may redeem the interest of a limited partner, upon the request of a limited partner for a redemption of his, her, or its interest by a vote of Seventy-Five (75%) percent in interest of all partners or as otherwise prescribed in the Articles of Limited Partnership. This voting requirement applies to the permission for a withdrawal and approval of the proposed plan of redemption prescribing value, specific partnership property to be distributed in exchange for the ownership interest of the withdrawing partner, and other terms of surrender and payment.

7. Authority and Responsibility of the General Partner:

The general partner is to have the exclusive authority to perform all duties of the office of general partner as prescribed and required by the laws of Florida and the Articles of Partnership. The laws of Florida and general business fiduciary principles that require fairness and prohibit self-dealing apply to the service of a general partner. All statutory prohibitions that limit what a limited partner may do and may not do apply. A limited partner, in his, her, or its capacity as a limited partner, may not bind the Partnership to any obligation or liability whatsoever. All other rights in the nature of voting rights prescribed by Florida law are to be exercised by all partners according to their percentages of ownership in the Partnership.

Signed this 7th day of NOVEMBER, 2016.

Signature of each general partner: I/We submit this document and affirm that the facts stated herein are true. I/We am/are aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.


John T. Hutterly

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