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A LEGACY PLANNING LAW FIRM

A Professional Corporation

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TRUSTEE
SUPPORT
SERVICES LLC

September 24, 2004

Florida Department of the State
Division of Corporation
P.O. Box 6327
Tallahassee, Florida 32314

RE: Mangrove Point Management, Limited Partnership

Dear Sir or Madam:

Enclosed please find the Certificate of Limited Partnership for Mangrove Point Management, Limited Partnership and the required \$1837.50 check (\$1750.00 for the maximum filing fee, \$35.00 for the Register Agent, and \$52.50 for a certified copy). Please file the Certificate of Limited Partnership and return the Certificate to our firm at our Indiana office.

If you have any questions, please contact me at my number above. Thank you for your assistance with this matter.

Sincerely,


Kye J. Steffey

Enclosure(s)

**CERTIFICATE OF LIMITED PARTNERSHIP
OF THE
Mangrove Point Management, Limited Partnership
A Florida Limited Partnership**

The undersigned does hereby certify that a Florida Limited Partnership Agreement was signed on September 7, 2004, at Naples, Florida by the following, herein called the "General Partner":

Lindsay Jomar Management Co., Limited Liability Company

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

John Lindsay

Martha H. Lindsay

WITNESSETH:

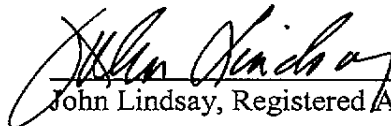
The parties hereto, on the date described above, formed a Limited Partnership pursuant to the provisions of the Florida Limited Partnership Act.

1. Name. The name of this Limited Partnership is the Mangrove Point Management, Limited Partnership
2. Business. The Limited Partnership may hold, manage, develop, exchange, and/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 and/or conduct any lawful business or investment activities.
3. Principal Office, Principal Place of Business, Records Location and Registered Office. The location of the principal office, principal place of business and records location of the Limited Partnership is 6 Mangrove, St. Pete Beach, Florida 33706. The location of the registered office of the Limited Partnership is 6 Mangrove Point, St. Pete Beach, FL 33706.

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

4. Appointment and Consent to Serve as Registered Agent. The registered agent for service for this Limited Partnership is John Lindsay whose address is 6 Mangrove Point, St. Pete Beach, FL 33706.

I, John Lindsay, a natural person and resident of Florida State, accept the appointment as agent of the Lindsay Jomar Management Co., Limited Liability Company upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. I understand that as agent it will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of my resignation or of any changes in the Registered Office Address.



John Lindsay, Registered Agent

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

Residence and Mailing Address:

Lindsay Jomar Management Co., Limited Liability Company
6 Mangrove Point
St. Pete Beach, Florida 33706

604-69447

6. The Limited Partnership shall also have such Limited Partners as are named in the Limited Partnership Agreement.
7. Term. The Partnership shall begin on the date this Certificate of Limited Partnership is filed with the Secretary of State of Florida and shall continue for 30 years thereafter or until September 7, 2034 following, whichever is later, unless sooner dissolved by law or by agreement of all of the remaining partners or unless extended by the agreement of all the remaining partners.
8. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.
9. 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.
10. 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.

11. **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.
12. **Additional Limited Partners.** The General Partners may admit additional limited partners with the consent of all the Partners.
13. **Priority Among Limited Partners.** No one Limited Partner has priority over another as to the contributions or compensation by way of income.
14. **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 and/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.
15. **Property Other Than Cash.** A Limited Partner may not demand property other than cash in return for his contributions.
16. **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 Schedules "A" and/or "B" of the Partnership Agreement.

