

A00000001290

J. MARK FISHER  
ATTORNEY AT LAW

ESTATE PLANNING  
PROBATE

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July 21, 2000

MJH

Ms. Michelle Hodges  
Document Specialist  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

Re: Van Gernerden Family Partnership, LTD

Dear Ms. Hodges:

Enclosed is the Certificate of Florida Limited Partnership for the Van Gernerden Family Partnership, LTD., along with the Affidavit of Capital Contributions and Certificate Designating Registered Agent. Also, please find the enclosed check in the amount of One Thousand Seven Hundred Eighty-five Dollars (\$1,785.00) which includes the filing fee of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) and Thirty-five Dollars (\$35.00) for the Registered Agent Designation fee.

A copy of all documents has been included for certification. Please return the certified copies using the enclosed stamped, self-addressed envelope.

If you should have any questions, please call me at (850) 244-8989.

Sincerely,

J. Mark Fisher  
J. Mark Fisher

JMF/ta

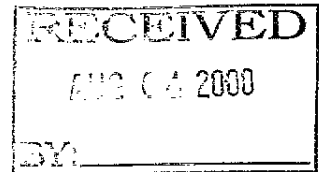
Enclosures

called 7/31 -  
no answer

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W-18926

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
00 AUG 16 AM 8:58



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

July 31, 2000

J. MARK FISHER  
151 S. MARY ESTHER BLVD., SUITE 304  
MARY ESTHER, FL 32569

SUBJECT: VAN GEMERDEN FAMILY PARTNERSHIP, LTD.  
Ref. Number: W00000018926

We have received your document for VAN GEMERDEN FAMILY PARTNERSHIP, LTD. and check(s) totaling \$1750.00. However, your check(s) and document are being returned for the following:

The fee to file this Limited Partnership is \$1750.00 for the maximum based on the amount of contributions, plus \$35.00 for the Registered Agent, totalling \$1785.00. Please submit a new check along with your corrected document.,

The document must contain the entity's complete mailing address.

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: 100A00041368

08/09/00 left message  
08/09/00 must have mailing add. of  
business

CERTIFICATE OF LIMITED PARTNERSHIP

VAN GEMERDEN FAMILY PARTNERSHIP, LTD.

a Florida limited Partnership

(Pursuant to Chapter 620, Florida Statutes)

The undersigned parties have associated themselves for the purpose of forming a limited Partnership under the laws of Florida and hereby adopt and sign this Certificate of Limited Partnership.

1. **Effective Date.** Upon filing with the State of Florida.
2. **Name.** The name under which the Partnership is to be conducted is **VAN GEMERDEN FAMILY PARTNERSHIP, LTD.**
3. **General Character of Business.** The character of the business is operating an artificial Christmas tree factory and rental of real property owned by the partnership and other business which relates or is incidental thereto.
4. **Address of Principal Office.** The principal place of business of the Partnership is 9235 Roe Street, Pensacola, Florida 32514 or any other place, within or without the State of Florida, as the Partnership may determine. The mailing address is the same.
5. **Agent for Service of Process.** The name and address of the Agent for Service of Process is J. Mark Fisher, Attorney, 151 S. Mary Esther Boulevard, Suite 304, Mary Esther, Florida 32569.
6. **Partners.** The name and the business address of each Partner (specifying separately the general Partners and limited Partners);

GENERAL PARTNER

Willem Van Gemerden  
8826 Burning Tree Road  
Pensacola, FL 32514

LIMITED PARTNERS

Willem Van Gemerden  
8826 Burning Tree Road  
Pensacola, FL 32514

Daniel W. Van Gemerden  
1520 Lighthouse Court  
Gulf Breeze, FL 32561

Kenneth M. J. Van Gemerden

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
00 AUG 16 AM 8:58

**Capital Contributions.** The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Partner and which each Partner has agreed to contribute in the future;

a. The General Partner shall make an initial capital contribution to the Partnership of Sixteen Thousand and Fifty Dollars (\$16,050); no further capital contributions are required.

b. The Initial Limited Partners have made capital contributions of property having fair market value of Two Hundred and Fifty one thousand and four hundred and fifty Dollars (\$251,450) to the Partnership; no further capital contributions are not required. Limited Partner, Willem Van Gernerden has contributed \$73,116. Limited Partner Daniel W. Van Gernerden has contributed \$89,166. Limited Partner Kenneth M. J. Van Gernerden has contributed \$89,166.

7. **Additional Capital Contributions.** The times at which or the events on the happening of which any additional contributions agreed to be made by each Partner are to be made:

Neither the General Partner nor any Limited Partner shall be required to make any capital contributions or other advances to the Partnership except as specifically set forth herein. The General Partner shall be obligated to contribute cash contributions in the amount necessary to pay Limited Partner his Preferred Return of \$ per year. A Partner shall be obligated to repay to the Partnership any deficit or negative balance in his Capital Account arising at any time during the Term or upon dissolution and liquidation of the Partnership.

8. **Assignment of Partnership Interest.** Any power of a limited Partner to grant the right to become a limited Partner to an assignee of any part of his Partnership interest, and the terms and conditions of the power;

a. The General Partner may, pursuant to this Part Nine, admit as a substituted Limited Partner any successor in interest to a Limited Partner either deceased or under legal disability, and, pursuant to this provision, admit as substituted Limited Partners assignees of Limited Partners.

(i) A substituted Limited Partner is a person admitted to all the rights of a Limited Partner.

(ii) An assignee is a person to whom a Limited Partner has assigned his Partnership Interest in the Partnership but who has not become a substituted Limited Partner. An assignee shall have no right to require any information or account of the Partnership's transactions or to inspect the Partnership's books but shall only be entitled to receive the share of the profits, Losses, income tax credits and distributions, or the return of the capital contribution, to which his assignor would otherwise be entitled as set forth in Parts Five and Six.

b. No assignee of the whole or any portion of a Limited Partner's Partnership Interest shall have the right to become a substituted Limited Partner in place of his assignor or have any other rights of a Limited Partner hereunder unless all of the following conditions are satisfied:

(i) The written consent of the General Partner to such substitution shall be obtained, the granting or denial of which shall be within the sole and absolute discretion of the General Partner;

(ii) A duly executed and acknowledged written instrument of assignment has been filed with the Partnership which sets forth in intention of the assignor that the assignee become a substituted Limited Partner in his place;

(iii) The assignor and assignee execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including, without limitation, an opinion of

counsel, acceptable to the General Partner, to the effect that the assignment of the interest will not violate the applicable provisions of the Securities Act of 1933 and any applicable state securities laws, the written acceptance and adoption by the assignee of the provisions of this Agreement and his execution, acknowledgment, and delivery to the General Partner of a Power of Attorney, the form and content of which are more fully described in Part Seven hereof; and

(iv) A transfer fee not to exceed \$500.00 per transaction has been paid to the Partnership.

c. Any person admitted to the Partnership as a Substitute Limited Partner shall be subject to all of the provisions of this Agreement as if originally a party to it.

d. The General Partner may elect to treat an assignee who has not become a substituted Limited Partner as a substituted Limited Partner in the place of his assignor should they deem, in their sole and absolute discretion, that such treatment be in the best interest of the Partnership for any of its purposes or for any of the purposes of this Agreement.

e. No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except that a Limited Partner who assigns his Interest in the Partnership shall, in order for the assignee to be admitted as a substituted Limited Partner, evidence his intention that the assignee be admitted as a substituted Limited Partner in his place and must execute such instruments as the General Partner shall, in his sole and absolute discretion, determine to be necessary or desirable in connection therewith.

f. The General Partner shall be required to amend the Certificate of Limited Partnership only quarterly but may, in his sole and absolute discretion, within a reasonable time after the date of their written consent to the substitution of an assignee as a substituted Limited Partner, amend the Certificate of Limited Partnership to reflect the addition of said assignee as a Limited Partner. Neither copies of the Certificate of Limited Partnership nor any amendment thereto need be delivered to any of the Limited Partners and such requirement in any statute is hereby waived. However, upon request the General Partner will promptly thereafter furnish the requesting Limited Partner with a copy of the Certificate of Limited Partnership and any amendments thereto as of the date of request.

g. Upon the death or legal incompetence of an individual Limited Partner, his personal representative shall have all of the rights of a Limited Partner for the purpose of settling or managing his estate, and such power as the decedent or incompetent possessed to constitute a successor as an assignee of his interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner. However, such personal representative shall not have the right to become a substituted Limited Partner in the place of his predecessor in interest unless the conditions of subparagraph 9.03(b) are first satisfied (except with respect to the requirement that the assignor execute and acknowledge instruments).

h. Upon the Bankruptcy, dissolution or other cessation to exist as a legal entity of a General or Limited Partner, not an individual, the authorized representative of such entity shall have all of the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of this interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner. However, such personal representative shall not have the right to become a substituted Limited Partner in the place of his predecessor in interest unless the conditions of subparagraph 9.03(b) are first satisfied (except with respect to the requirement that the assignor execute and acknowledge instruments).

i. No assignment or transfer of an interest in the Partnership may be made which would result either in (i) termination of the Partnership under Section 708 of the Code, or (ii) Limited Partners and assignees of Limited Partners owning, directly or indirectly, individually or in the aggregate, more than twenty percent (20%) of the stock of a corporate General Partner or any affiliate of a corporate General Partner as defined in Section

1504(a) of the Internal Revenue Code.

j. Anything else to the contrary contained herein notwithstanding, a Limited Partner may assign his Limited Partnership Interest to: (A) his spouse (unless legally separated), child, or ancestor, or (B) a corporation, Partnership, trust, or other entity, fifty-one percent (51%) of the equity interest of which is owned by such Limited Partner, and/or any of the persons specified in clause (A) so related to such Limited Partner, provided, however, such assignments are fully subject to the forty percent (40%) limitation.

(v) Any time at which events upon the happening of which the limited Partnership is to be dissolved and its affairs wound up. If agreed upon, the time at which or the events on the happening of which a Partner may terminate his membership in the limited Partnership and the amount of, or the method of determining, the distribution to which he may be entitled respecting his Partnership interest, and the terms and conditions of the termination and distribution;

9.01 **Dissolution** The Limited Partnership shall be dissolved only upon the occurrence of any of the following events:

- a. The expiration of the term of the Partnership.
- b. Voluntary dissolution of the Partnership by agreement of all of the Partners.
- c. The written consent of affirmative vote to dissolve the Limited Partnership of Limited Partners owning more than 97% of the then outstanding Partnership interests.
- d. The failure to elect a successor General Partner simultaneously with the removal of the only remaining General Partner as required herein.
- e. The bankruptcy or dissolution of a Corporate General Partner (except by way of merger, consolidation or corporate organization or reorganization) or the death, incapacity or bankruptcy of an individual General Partner when no other General Partners remain or succeed. Provided, that the Limited Partners owning more than 50% of the then outstanding Partnership interests may determine to re-form the Partnership and elect a new General Partner and continue the Partnership's business. In such event, the Partnership shall be dissolved and all of its assets and liabilities shall be contributed to a new Limited Partnership which shall be formed and all the remaining parties to this Agreement and such new General Partner shall become parties to such new Limited Partnership.

For purposes of obtaining the required vote to re-form the Partnership, Limited Partners owning 10% or more of the then outstanding partnership interests may cause to be sent to Limited Partners of record a written notice setting forth the date and purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Partnership shall be deemed expenses of the Limited Partnership. For the purposes of this Section, an individual General Partner shall be deemed to be incapacitated if he or she is disabled and unable to take an active part in the management of the partnership business for a continuous period of at least six (6) months.

- f. The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

9.02 **Non-Termination of Partnership** The Limited Partnership shall not be terminated by the death, insanity, bankruptcy, withdrawal or expulsion of any Limited Partner, by the assignment of any Limited Partner of such Partner's interest, or by the admission of a new Partner.

9.03 **Liquidation of Assets** In the event of dissolution and final termination, the General Partners shall wind up the affairs of the Partnership and shall sell all the Partnership assets as promptly as it is consistent with obtaining,

insofar as possible, the fair value thereof.

**9.04 Winding Up the Partnership.** Upon dissolution of the Partnership, the General Partners shall immediately commence to wind up and liquidate the Partnership business. The Partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. In liquidating the Partnership business, the General Partners may either sell all or part of the Partnership assets and distribute the proceeds or may make distributions completely or partially in kind pro rata or non-pro rata as to specific assets. Such assets or proceeds therefrom, to the extent sufficient, shall be applied and distributed in the following order:

- a. Payment to creditors of the Partnership, other than the Partners, in the order of priority provided by law.
- b. Payment to Partners for unpaid salaries and for the credit balances in their drawing accounts.
- c. Payment to the Partners of credit balances in their capital accounts.

**9.05 Gains or Losses in Process of Liquidation.** Any gain or loss on disposition of Partnership properties in liquidation shall be credited or charged to the Partners in proportion to their interests in profits or losses of the Partnership. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as gain or loss on sale of the property and shall be credited or charged to the Partners in proportion to their interests in profits and losses of the Partnership.

**9.06 Right to Demand Property.** No Partner shall have the right to demand and receive property in kind of his or her distribution.

- a. The sale or other disposition of all or substantially all of the Partnership's assets;
- b. Subject to subparagraph 10.01(c), the withdrawal, retirement, resignation, death, insanity, removal, dissolution or Bankruptcy of a General Partner, unless the remaining Partners, if any, agree within thirty (30) days after such event to continue the Partnership and its business, in which event the former General Partner's Partnership Interest shall be treated in the manner provided in subparagraph 9.02(a)
- c. The withdrawal, retirement, resignation, death, insanity, removal, dissolution or Bankruptcy of the last remaining General Partner, unless the majority-in-interest of the Limited Partners elect a new General Partner within ninety (90) days after such event, in which event the former General Partner's Partnership interest shall be treated in the manner provided in subparagraph 9.02(a) and the Partnership and its business will continue with the newly elected General Partner as the General Partner of the Partnership;
- d. The occurrence of any other event which, under the provisions of the Act would cause a dissolution of the Partnership; provided, however, that upon such a dissolution, the Partners at the time of such occurrence and any assigns thereof admitted to the Partnership as a General Partner or a substituted Limited Partner shall automatically and without the need of any actor deed be deemed to have formed a successor Partnership which shall be governed by all of the provisions of this Agreement and the business of the Partnership shall be continued by such successor Partnership, which shall, for the purposes of this Agreement, be deemed to be the "Partnership." No Partner shall, on account of any dissolution pursuant to this subparagraph 10.01(e), have the right to have the Partnership's assets applied to discharge its liabilities or to have the value of his Partnership Interest ascertained or paid for.

- e. In the event of a dissolution of the Partnership pursuant to provision 10.01 [except pursuant to subparagraph 10.01(e)], the assets of the Partnership shall be liquidated by the Liquidator and, after payment of, or other provision for Partnership obligations to third parties and the establishment of a reasonable reserve, at

the discretion of the General Partner, the net proceeds of such liquidation shall be distributed to the Partners in accordance with their capital accounts after application of the provisions of Article V.

f. In connection with the sale by the Partnership and reduction to cash of its Property, although the Partnership has no obligation to offer to sell any Property to the Partners, any Partner may bid on and purchase any Property.

g. Notwithstanding the foregoing, if the Liquidator shall determine that an immediate sale of part or all of the Partnership assets would cause undue loss to the Partners, the Liquidator may defer liquidation of and withhold from distribution for a reasonable time any assets of the Partnership (except those necessary to satisfy the Partnership's current obligations) or distribute the Partnership assets in kind.

h. If any assets of the Partnership are to be distributed in kind, such assets shall be distributed in accordance with Capital Accounts (as hereafter provided) on the basis of the fair market value thereof and any Partner entitled to any interest in such assets shall receive such interest therein as tenant-in-common with all other Partners so entitled. The fair market value of such assets shall be determined by the Partnership's independent certified public accountants, or, in their discretion, by an independent appraiser selected by the Partnership's independent certified public accountants. Any noncash asset shall be distributed in accordance with the Partners' capital accounts as determined after (i) application of Part Five, (ii) reduction for distributions of cash and cash-equivalents pursuant to this Part Ten, and (iii) computation of the "Preliquidation Adjustment" (as hereinafter defined). The "Preliquidation Adjustment" with respect to assets distributed in kind shall be the amount of income, gain, or loss which the Partnership would have recognized if such assets were sold, using, for this purpose, as the amount realized the fair market value of the assets distributed. The Preliquidation Adjustment shall be allocated to the Partners and reflected in their capital accounts as provided in Part Five.

i. In connection with the termination of the Partnership, the Partnership's independent certified public accountants shall prepare and furnish to each Partner a statement setting forth the assets and liabilities of the Partnership as of the date of complete liquidation. After distribution of all of the assets of the Partnership, the Limited Partners shall cease to be such, and the General Partner shall cause to be executed, acknowledged, and filed all documents necessary to cancel the Partnership's Certificate of Limited Partnership and to terminate the Partnership.

10. **Distributions of Property.** Any right of a Partner to receive, or of a general Partner to make, distributions of property to a Partner, including cash, which include a return of all or any part of the Partner's contribution:

In connection with the sale by the Partnership and reduction to cash of its Property, although the Partnership has no obligation to offer to sell any Property to the Partners, any Partner may bid on and purchase any Property.

11. **Withdrawal of General Partner.** Any right of the remaining general Partners to continue the business on the happening of an event of withdrawal of a general Partner:

a. Upon the withdrawal, retirement, resignation, removal, death, insanity, dissolution or Bankruptcy of a General Partner (the "Terminating General Partner") and the continuation of the business of the Partnership by the remaining General Partner (or if there is no remaining General Partner, a newly appointed General Partner, appointed upon the consent of Limited Partner, the Partnership Interest of such Terminating General Partner shall be converted to a Limited Partnership Interest; provided, however, that the distributions, Profits, Losses and income tax credits to which the Terminating General Partner shall be entitled shall not be changed from those to which the Terminating General Partner was entitled while a General Partner.

b. Until the dissolution and liquidation of the Partnership, no General Partner shall voluntarily withdraw, retire or resign from the Partnership without the consent of the then-remaining General Partners, or

if there is no other General Partner, the Limited Partner. Although such withdrawal, retirement or resignation is breach of this subparagraph 9.02(b) may not be enjoined, such General Partner shall be liable in damages to the Partnership for such breach. A sole remaining General Partner seeking to withdraw, may do so only upon obtaining the prior written approval of Limited Partner.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

  
\_\_\_\_\_  
WILLEM VAN GEMERDEN  
General Partner

  
\_\_\_\_\_  
WILLEM VAN GEMERDEN  
Limited Partner

  
\_\_\_\_\_  
KENNETH M. J. VAN GEMERDEN  
Limited Partner

  
\_\_\_\_\_  
DANIEL W. VAN GEMERDEN  
Limited Partner

\_\_\_\_\_  
WITNESS


  
\_\_\_\_\_  
WITNESS *as to all*

  
\_\_\_\_\_  
WITNESS *as to all*

I CERTIFY, that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **WILLEM VAN GEMERDEN, KENNETH M. J. VAN GEMERDEN, and DANIEL W. VAN GEMERDEN**, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed same, and an oath was not taken, and by Sherry L. Muntz, a witness who is personally known to me or has produced \_\_\_\_\_ as identification, and by \_\_\_\_\_, a witness who is personally known to me or who has produced \_\_\_\_\_ as identification and by \_\_\_\_\_, a witness who is personally known to me or who has produced \_\_\_\_\_ as identification, on \_\_\_\_\_.

Witness my hand and seal in the county of Escambia, State of Florida on JUN 30 2000.

  
\_\_\_\_\_  
J. MARK FISHER, NOTARY

 J Mark Fisher  
My Commission CC785303  
Expires November 20, 2002

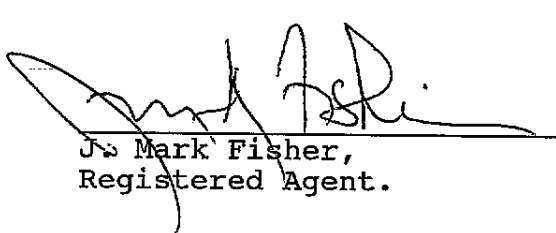
This Instrument prepared by:  
J. Mark Fisher, Esq. 151 S. Mary Esther, Blvd., Suite 304, Mary Esther, Florida 32569  
(850) 244-8989 or Toll Free 1-800-977-9733

**CERTIFICATE DESIGNATING REGISTERED AGENT AND PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, AND  
ACCEPTANCE OF AGENT UPON WHOM PROCESS MAY BE SERVED**

The VAN GEMERDEN FAMILY PARTNERSHIP, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 9235 Roe Street, Pensacola, FL 32514, has named J. MARK FISHER, located at 151 S. Mary Esther Blvd., Suite 304, Mary Esther, Florida 32569, as its agent to accept service of process within Florida.

Having been named to accept service of process for the above named corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper performance of my duties

Dated: JUN 30 2000

  
J. Mark Fisher,  
Registered Agent.

STATE OF FLORIDA  
COUNTY OF BAY

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS FOR FLORIDA LIMITED PARTNERSHIP**

*The undersigned General Partner of VAN GEMERDEN FAMILY PARTNERSHIP, LTD., a Florida Limited Partnership, certifies:*

The amount of capital contributions to date of the General Partner and Limited Partners is Two hundred Sixty Seven Thousand and Five Hundred Dollars (\$267,500).

The total amount contributed and anticipated to be contributed by the Limited Partners at this time totals Two Hundred Fifty One Thousand and Four Hundred and Fifty Dollars (\$251,450).

The total amount contributed by the General Partner is Sixteen Thousand and Fifty Dollars (\$16,050).

Signed \_\_\_\_\_

FURTHER AFFIANT SAYETH NOT.

*Under the penalties of perjury I declare the I have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.*


\_\_\_\_\_  
General Partner  
WILLEM VAN GEMERDEN

JUN 30 2000  
\_\_\_\_\_  
Date

I CERTIFY, that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **WILLEM VAN GEMERDEN**, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed same.

\_\_\_\_\_  
J. MARK FISHER, NOTARY

My Commission Expires:

 J Mark Fisher  
My Commission CC785308  
Expires November 20, 2002