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Peace River Ranches, Ltd.
Roger J. Bissmeyer, General Partner
5487 Earlington Parkway
Dublin, Ohio 43017

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

300005729533--6

June 2, 2002 -06/10/02--01086--016
****105.00 *****52.50

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

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-06/10/02--01086--016
****105.00 *****52.50

Dear Sirs:

On March 15, 2002, the general partner of Peace River Ranches Limited Partnership, Theodore Kulhan, resigned his position after a very serious heart attack. His condition has since deteriorated somewhat and he has left Florida for Illinois to be nearer his children. Although his resignation letter mentioned his executing documents to substitute a new limited partner, he has become medically unable to do so.

After consulting with almost all of the other limited partners, I agreed to become the new general partner according to the long-standing plan of Theodore Kulhan and myself. I have a majority interest in the Partnership, enabling me to win any election, and no one else evidenced any interest in the job.

I have therefore prepared this amendment and signed it as the general partner.

I have enclosed my check for \$105.00 to file the amendment and have a certified copy returned to me.

Sincerely,

AL

Roger J. Bissmeyer

Roger J. Bissmeyer

RESIGNATION

TO: All limited partners of PEACE RIVER RANCHES, LTD.
FROM: Theodore Kulhan
RE: Resignation as general partner of PEACE RIVER RANCHES, LTD.

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CLERK OF STATE
TALLAHASSEE, FLORIDA

Limited Partners:

I hereby resign, effective immediately, as the general partner in PEACE RIVER RANCHES, LTD. This Partnership consists of real property as described in the Limited Partnership Agreement for PEACE RIVER RANCHES, LTD., dated April 1, 1973, and filed with the Secretary of State of the State of Florida as LP #2460 on September 14, 1973, and recorded on October 1, 1973, in Official Records Book 996 at Page 421 of the Public Records of Lee County, Florida. As to the General Partner's rights and duties, I hereby release and relinquish any and all rights and duties which I may have been granted under and by the aforementioned Limited Partnership Agreement for PEACE RIVER RANCHES, LTD.

I hereby release and relinquish this position due to health reasons.

I also agree to take all necessary steps and execute all necessary documents required by F.S. Cpt. 620 to prepare an amendment to the Limited Partnership Agreement substituting an individual of the limited partners' choice as general partner in my place and stead.

Witnesses:

Dorothy Slagle
Robert A. Slagle

Theodore Kulhan
Theodore Kulhan

State of Florida
County of Lee

SWORN and subscribed before me this 15th day of March 2002.

Notary Public

My Commission Expires:



CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

PEACE RIVER RANCHES, LTD.

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TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Dept. of State on September 14, 1973, adopts the following certificate of amendment to its certificate of limited partnership.

FIRST: Amendments:

4. NAME, PLACE OR RESIDENCE OF EACH GENERAL PARTNER AND LIMITED PARTNER
5. TERM
7. ADDITIONAL CONTRIBUTIONS
10. ACCOUNTING
11. BANK ACCOUNT
12. POWERS OF GENERAL PARTNER
13. GENERAL PARTNER
14. RIGHTS OF LIMITED PARTNERS
15. SUCCESSOR TO LIMITED PARTNER
16. TERMINATION OF PARTNERSHIP

SECOND: This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signature of current general partner:

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4. NAME, PLACE OR RESIDENCE OF EACH GENERAL PARTNER AND LIMITED PARTNER

02 JUN 12
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TALLAHASSEE, FLORIDA

GENERAL PARTNER

<u>SOCIAL SECURITY NO.</u>	<u>NAME & RESIDENCE ADDRESS</u>	<u>PERCENTAGE</u>
279-42-7477	Roger J. Bissmeyer 5487 Earlington Parkway Dublin, Ohio 43017	10

LIMITED PARTNERS

<u>SOCIAL SECURITY NO.</u>	<u>NAME & RESIDENCE ADDRESS</u>	<u>PERCENTAGE</u>
287-72-1414	Bill Bissmeyer Jr. 10433 E Starboard Way Indianapolis, IN 46256	.90
31-1328944	Roger Bissmeyer, Gen. Part. Bissmeyer Investments, Ltd. 5487 Earlington Parkway Dublin, OH 43017	52.247728
596-89-5163	W. Todd DeVan, MD. 213 Elchelberger Street Hanover, PA 17331	4.5
263-36-0321	Orion L. Franklin 524 Figuera Avenue Fort Myers, FL 33905	9.00
349-01-1222	Sally Kaine 1724 Roosevelt Road Broadview, IL 60153	9.00
089-32-1565	Col. Leo M. Kosiba 425 Cortina Close Alphabetta, GA 30201	2.25
418-18-4412	Helen H. Kubach 2219 Dover Avenue Fort Myers, FL 33907	2.25

246-28-1699

Ben J. Mogni, Jr.
Renie D. Mogni
493 Parkview
Elmhurst, IL 60126

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TALLAHASSEE, FLORIDA

197-22-2093

C. H. Sourber, Jr.
1417 Meadow Br. Road
Lancaster, PA 17603

4.50

197-22-2093

Jeannine Sessler
46200 Twin Lakes Drive
Space 6
Newberry Springs, CA 92365

852272

5. **TERM** - The term for which the **Partnership** is to exist shall be until January 31, 2013 or until sooner terminated in accordance with this Agreement.

7. **ADDITIONAL CONTRIBUTIONS** - Additional capital contributions may be required of each **Limited Partner** in order to pay taxes, fees, postage or other expenses related to the management or sale of the property. In such event, the **General Partner** shall notify each **Limited Partner** of the amount required to pay the expenses and of the **Limited Partner's** share of such amount. The **Limited Partner** shall remit the full amount of his share within ten days of written notice from the **General Partner**. In no event shall additional capital contributions be required if the **Partnership** shall have sufficient funds available to pay the expenses.

If any **Limited Partner's** obligations to make additional contributions are not paid when due, a penalty of five percent (5%) of the amount due shall be payable by the delinquent **Limited Partner**; and the **General Partner** shall promptly mail to the delinquent **Limited Partner** notice of the amount

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due, including penalties. If the delinquent amount, plus penalty, is not paid within thirty (30) days of the date of the mailing of the notice of delinquency, the failure to remit the delinquent amount plus penalties shall operate as an election to withdraw from the **Partnership**. In such event the withdrawing **Limited Partner** shall be entitled to be paid from the assets of the **Partnership** an amount equal to fifty percent (50%) of the sum of money to which he would otherwise be entitled if the **Partnership** were being dissolved at even date. In the event of such a withdrawal, the **General Partner** shall notify those other **Limited Partners** who are original or **Substitute Limited Partners** of such fact and such other **Limited Partners** (or such of them as elect to do so), shall have the right (but not the obligation) to contribute the sum of the share of the additional capital needed of the **Limited Partner** and the money paid to the withdrawing **Limited Partner**. Such **Limited Partners** as elect to contribute such share shall have the right to contribute the same in such proportions as they agree upon themselves, or in the absence of any such agreement, then in proportion to their respective percentage interests. If the **Limited Partners** do not elect to contribute the entire sum of the withdrawing partner, then the **General Partner** may make all of the remaining portion of the required contribution and, in so doing, if he is not already also a **Limited Partner** shall become a **Limited Partner** to the extent of such additional contribution and shall have and enjoy all the rights and benefits of the **Limited Partner**.

10. **ACCOUNTING** - The **General Partner** shall at all times during the continuance of the **Partnership** keep books of accounts in which shall be entered fully and accurately the transactions of the **Partnership**. The

books shall at all times be maintained at the Principal Office of the **Partnership** and shall be open to the inspection and examination by any **Limited Partner** or his representatives. The **General Partner** agrees to deliver to each **Limited Partner**, within sixty (60) days after the expiration of each fiscal year of the **Partnership**, a statement of receipts and expenses together with a statement showing the net profits or losses of the Partnership for federal income tax purposes and the allocation thereof to each partner.

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11. **BANK ACCOUNT** - The General Partner, in the name of the Partnership shall open and thereafter maintain in a federally insured commercial bank, a bank account or accounts, in which shall be deposited all contributions of the partners, and all other Partnership income, with the funds therein to be disbursed solely for the business of the Partnership. Withdrawals from any Partnership bank account shall be made only upon the signature of such person or persons as the General Partner may from time to time designate.

12. **POWERS OF GENERAL PARTNER** - in addition to powers given to it by law, the **General Partner** is hereby authorized:

- a) to negotiate, enter into and execute leases;
- b) to sell or exchange the property of the **Partnership**;
- c) to incur obligations on behalf of the **Partnership** in connection with its business;
- d) to borrow moneys on behalf of the **Partnership** upon such terms and conditions as they may deem advisable and proper, and to secure such transactions with any of the Partnership property;

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- e) to prepay in whole or in part, refinance, recast, modify or extend any of the obligations or instruments securing the same, as long as it does not increase the **Limited Partners'** liability;
 - f) to enter into agreements providing for the management of the property (including specifically the right to contract with itself for such);
 - g) to execute any and all instruments, and to pay out of **Partnership** funds such expenses as are necessary to carry out the intentions and purposes of the above powers; and
 - h) to execute and record on behalf of the **Limited Partnership** a **Certificate of Limited Partnership** and any necessary amendments thereto.

13. **GENERAL PARTNER** - As compensation for his services as **General Partner**, the **General Partner** shall be entitled to:

- a) a subordinated interest equal to ten percent (10%) of the cash flow, taxable income and taxable loss of the Partnership,
- b) reimbursement for all expenses incurred in the organization and operation of the **Partnership**.

The **General Partner** shall have sole and exclusive right to the management of the **Partnership** property and shall devote such time to the **Partnership** business as shall be reasonably required. The **Limited Partners** hereby acknowledge the fact that the **General Partner** will be engaging in other business ventures exclusively for their own accounts.

14. **RIGHTS OF LIMITED PARTNERS** - No **Limited Partner** shall:

- a) participate in the management of the **Partnership** business.

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- b) have any priority over the other **Limited Partners** as to the return of his capital contribution.
- c) have any power or authority to act for or on behalf of the **Partnership** in any respect whatsoever, provided, however, that nothing herein contained shall in any way affect the rights of the **Limited Partners** to terminate and dissolve the **Partnership** as provided in Paragraph 16 hereof..
- d) have the right or power to assign, transfer, or otherwise dispose of his interest in the **Partnership** except:
- a. To the wife, child or children of such **Limited Partner**;
 - b. To any other **Limited Partner** or **Limited Partners**;
 - c. By succession or testamentary disposition upon his death; or
 - d. To sell part or all of his interest to a third party or parties, but only after offering the same to the **General Partner** on the same terms and conditions as the proposed sale to such third party, the offer to be mailed to the **General Partner** at least thirty (30) days prior to the proposed closing date with the third party and to contain:
 - i. the nature and size of the interest to be sold;
 - ii. the name and address of both the selling partner and his third party purchaser;
 - iii. the selling price and terms;
 - iv. the proposed closing date.

The **General Partner** may accept such offer at any time prior to five (5) days of the proposed closing date of sale to such third party, and the selling (offering) **Limited Partner** and the **General Partner** will execute the necessary documents and perform all acts reasonably necessary to complete

the sale. Failure on the part of the **General Partner** to accept the offer within the time specified (and "acceptance" shall include notice to the offering **Limited Partner** and performing all acts on his part necessary for the closing of the sale) shall free the offering **Limited Partner** to close his sale with the third party. "Mailing" or "notice" for the purpose of this paragraph means:

- a. personal delivery of the notice or acceptance, or
- b. mailing of the same to the last known address of the addressee, by registered or certified mail, with the postmark date to be the date of "mailing" of "notice."

Upon receiving a proposal of sale, as above, the **General Partner** shall give immediate written notice to the remaining **Limited Partners** of any portion that the **General Partner** does not elect to purchase together with all the details of the sale; and the **Limited Partners** shall have fifteen (15) days from mailing to advise the **General Partner** of their to purchase the same, or their pro-rata shares.

15. **SUCCESSOR TO LIMITED PARTNER** - No party who becomes a successor to the interest of a **Limited Partner** shall have the right to become a substituted **Limited Partner** without first obtaining the consent of the **General Partner** (which consent shall not be unreasonably withheld), and the **General Partner's** action in approving or disapproving a transfer of interest will be binding upon the **Limited Partners**. The costs of filing any amended **Certificate of Limited Partnership** shall be charged to, and paid for by, such **Limited Partner**.

16. **TERMINATION OF PARTNERSHIP** - The **Partnership** shall be terminated:

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- a) Upon the expiration of the terms of its existence specified in Paragraph 5 hereof;
- b) If the **General Partner** in his sole discretion determines to terminate the **Partnership**;
- c) Upon the election of the owners of seventy-five percent (75%) or more of the interest in the **Limited Partnership** to terminate after notice to all other **Partners**, such notice to state the effective date of such termination and dissolution which is not to be earlier than the end of the month following the month in which such notice shall be given;
- d) If all or substantially all of the assets of the **Partnership** have been transferred to a corporation in exchange for shares of stock or other securities of such corporation;
- e) upon the bankruptcy of the **General Partner**.

Upon termination of the **Partnership**, there need not be an immediate dissolution of the **Partnership** but the **Partnership** may continue temporarily for the sole purpose of winding up the **Partnership** affairs and distribution of its assets. Liquidification shall be accomplished by selling the **Partnership** assets and paying the **Partnership** debts and liabilities and thereafter distributing the net proceeds therefrom to each **Partner** or, at the option of the **General Partner**, by distributing undivided interests in **Partnership** property to the **Partners** in kind subject to the liabilities of the **Partnership**, or by such combination of the foregoing methods as the **General Partner** may determine. Upon completion of the distribution of its assets, the **Partnership** shall be deemed to be dissolved and terminated.