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\$10,000,000.00

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LAW OFFICE
H. CRANSTON POPE, J.D., LL.M. (TAX)

438 N. COVE BOULEVARD
PANAMA CITY, FLORIDA 32401

(850) 784-9174

POST OFFICE BOX 1609
PANAMA CITY, FLORIDA 32402-1609

FAX (850) 784-9175

January 30, 2003

Division of Corporations
Department of State
Post Office Box 6327
Tallahassee, Florida 32314

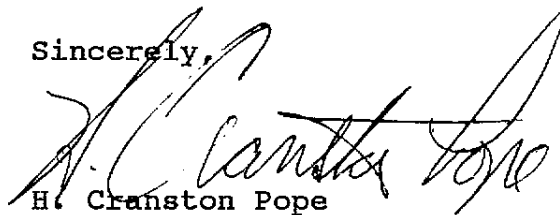
Re: Gheesling Family Limited Partnership

Dear Sir or Madame:

Enclosed please find the original and one copy of Articles of Incorporation and original Acceptance of Registered Agent for the captioned limited partnership. If these documents meet with your approval, we would appreciate your filing the originals and returning a copy of the Articles to us. Our check in the amount of \$1785.00 is enclosed.

Should you have any questions or require further information, please let us know.

Sincerely,



H. Cranston Pope

HCP/lit

Enclosure

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TALLAHASSEE, FLORIDA

LAW OFFICE
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PANAMA CITY, FLORIDA 32401

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PANAMA CITY, FLORIDA 32402-1609

FAX (850) 784-9175

February 10, 2003

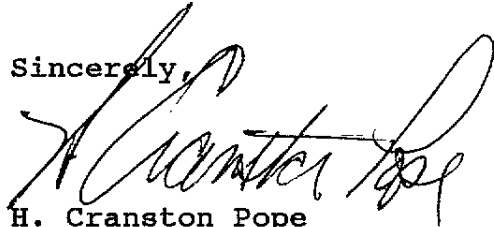
Diane Cushing, Corporate Specialist
Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

RE: Gheesling Family Limited Partnership
Ref. #W03000003066

Dear Ms. Cushing,

Pursuant to your request, enclosed please find the corrected document.

Sincerely,


H. Cranston Pope

HP/lt



FLORIDA DEPARTMENT OF STATE
Ken Detzner
Secretary of State

February 3, 2003

H. CRANSTON POPE, J.D., LL.M.
P.O. BOX 1609
PANAMA CITY, FL 32402-1609

SUBJECT: GHEESLING FAMILY LIMITED PARTNERSHIP
Ref. Number: W03000003066

We have received your document for GHEESLING FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$1785.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 620.108, Florida Statutes, requires that limited partnership certificates include the mailing address in addition to the principal place of business address. Please correct your document accordingly. If the mailing address and principal place of business are one and the same, please be sure this is clearly reflected in your document.

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) 245-6913.

Diane Cushing
Corporate Specialist

Letter Number: 303A00007046

CERTIFICATE OF LIMITED PARTNERSHIP

OF

GHEESLING FAMILY LIMITED PARTNERSHIP

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into effective as of the date filed and accepted by the Florida Secretary of State, by and among the undersigned parties:

RECITALS

A. The parties hereto have formed a limited partnership, known as the GHEESLING FAMILY LIMITED PARTNERSHIP, (the "partnership"), under and pursuant to the Uniform Limited Partnership Law of the State of Florida and other relevant laws of the State of Florida, by entering into a limited partnership agreement (the "Agreement") dated January 30, 2003.

B. The parties hereto desire to carry out the terms of Section 1(f) of the Agreement which directs the General Partners of the partnership to prepare and file, in the office of the Secretary of State for the State of Florida, a Certificate of Limited Partnership to reflect the formation of the partnership and to reflect the provisions of the Agreement required to be set forth in the Certificate of Limited Partnership of the Partnership.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that the undersigned parties agree, and do hereby certify, that:

1. The name of the partnership is the "GHEESLING Family

Limited Partnership".

2. The business and purposes of the partnership are to acquire and hold interests in items of property primarily consisting of real estate, but including, corporate stocks, bonds, securities, and other income producing assets, (ii) to carry on any and all activities related to the ownership of the assets and personal property of the partnership, and (iii) to engage in such other legal activities as the general partners deems appropriate.

3. The principal office, mailing address and place of business of the partnership shall be located at 226 Eagle Drive, Panama City Beach, Florida 32407. The partnership may have such other or additional offices as the general partners, in their sole discretion, shall deem advisable.

4. The general partners of the partnership are JOHN L. GHEESLING, III, Trustee for the John F. Gheesling, III, Revocable Trust, dated January 30, 2003, and DEBORAH J. GHEESLING, Trustee for the Deborah J. Gheesling Revocable Trust, dated January 30, 2003. On the death of the survivor of the general partners, or in the event of the occurrence of any event specified in Section 11(a)(1) of the Agreement, the Class B Partners shall each become a general partner of the partnership.

5. There shall be a single class of limited partners, called class B partners. The name and address and units of partnership interest of the partners are shown on Exhibit A attached hereto and incorporated by reference herein. [All references herein to Exhibit A are references to such Exhibit A

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TALLAHASSEE, FLORIDA

as amended and in effect from time to time.] The general partners, in their capacity as general partners, shall have the right, power and authority (without regard to the term of the partnership), acting for or on behalf of the partnership, to sell or convey the property of the partnership (or any part thereof) and to borrow money and execute promissory notes and to renew or extend any and all such loans or notes. In no event shall any party dealing the general partners with respect to any property of the partnership be obligated to see that the terms of the Limited Partnership Agreement of the partnership (incorporated herein by this reference and hereinafter referred to as the "Agreement") have been complied with, or be obligated or privileged to inquire into any of the terms of the Agreement, and every contract, agreement, promissory note or other instrument or document executed by the general partner with respect to any property of the partnership shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and/or delivery thereof, the partnership was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of the Agreement and is binding upon the partnership and all of the partners thereof, and (iii) the general partners have been duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the partnership.

6. The term of this limited partnership commenced as of

filing with the Secretary of State and it shall continue until December 31, 2043, and thereafter from year-to-year, unless previously terminated in accordance with the provisions of the Agreement.

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TALLAHASSEE FLORIDA

7. The amount of cash or property (at its agreed value) to be contributed to the capital of the partnership by each partner is shown in Exhibit A. Except as provided in paragraph 11 hereof, no interest or any other compensation shall be paid by the partnership to any partner with respect to his capital contribution to the partnership or his capital account in the partnership.

8. No limited partner (in his or her capacity as a limited partner) shall be required to make any additional capital contribution, or shall be personally liable for any losses, debts, obligations or liabilities of the partnership, beyond the amount of his or her initial capital contribution to the partnership as shown on Exhibit A.

9. The capital accounts of the limited partners, properly adjusted to reflect their distributive shares of partnership profits and losses and distributions by the partnership to them as provided for in the Agreement, shall be returned to them in the manner set forth in Section 3(h) of the Agreement, provided the assets of the partnership are sufficient to cover all of its liabilities.

10. The share of profits or other compensation by way of income which each limited partner shall receive by reason of such

limited partner's contribution shall be allocated and distributed to each of them in the manner set forth in Section 6 of the Agreement.

11. Except as provided in Section 8(b) and (c) of the Agreement, without the prior written consent of the general partners, no partner may assign, pledge, encumber, sell or otherwise dispose of any part of his units of partnership interest. If an assignment of an interest in the partnership is made as provided in the Agreement, the assignee shall not become a substituted limited partner of the partnership unless (i) the assigning partner so provides in the instrument of assignment; (ii) the assignee agrees in writing to be bound by the provisions of the Agreement and of this Certificate; (iii) the general partners consent in writing; and (iv) the assignee pays to the partnership a reasonable fee to cover the costs and expenses of preparation, execution and recordation of an amendment to this Certificate and the Agreement. If all of such conditions are satisfied, the general partners shall prepare (or cause to be prepared) for recordation an amendment to this Certificate to be signed and sworn to by them, by each of the limited partners, by the assigning partner and by the assignee. Each limited partner hereby appoints the general partners as his true and lawful attorneys-in-fact, in such limited partner's name and behalf, to sign, certify under oath and acknowledge any and every such amendment and to execute whatever further instruments may be required to effect the substitution of a partner or to reflect:

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(a) a change in the name of the partnership or in the amount or character of the contribution of any limited partner (including a change by reason of the return to any limited partner of all or any part of his capital account);

(b) the admission of any additional limited partner (or the transfer of a portion of a general partner's partnership interest) in accordance with the provisions of paragraph 12 hereof or by unanimous agreement of all partners;

(c) a change in the character of the business of the partnership;

(d) the correction or clarification of any incorrect statement in this Certificate or in the Agreement (or any amendment thereof);

(e) a change in the time stated in the Agreement and this Certificate (or any amendment hereof) for the end of the term of the partnership or for the return of the capital account of any limited partner;

(f) a continuation of the partnership as provided in paragraph 13 hereof; or

(g) any other change or modification of the Agreement or this Certificate (or any amendment hereof) made in order to represent accurately the Agreement among the partners, such power of attorney being irrevocable so long as the general partners herein named remain the general partners of the partnership.

12. No right is reserved to admit additional limited partners to the partnership except in the following situations:

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(a) By unanimous agreement of all partners; and
(b) In the event of the assignment by a limited partner of all or any part of his units of limited partnership interest, each such assignee may become a substituted limited partner under the conditions set forth in paragraph 10 hereof.

13. Except as set forth in Section 6 of the Agreement and in paragraph 10 hereof, no partner shall have priority over any other partner with respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution.

14. Except as set forth in the following sentence of this paragraph 14, no partner shall have the right to reform the partnership and continue its business on the withdrawal, retirement, death, dissolution, adjudication of bankruptcy, or adjudication of insanity or incompetency of the general partners except insofar as may be necessary to the dissolution and winding-up of the affairs of the partnership. If within six (6) months of the retirement, withdrawal, death dissolution, adjudication of bankruptcy or insanity or incompetency of both general partners, the new general partners named in Section 3(a)(2)(B) of the Agreement elect to continue the partnership business, (i) the partnership shall not be dissolved; (ii) the partnership and the business of the partnership shall be continued, under and pursuant to the provisions of the Agreement; (iii) the units of general partner interest owned by the general partner who has withdrawn, retired, died, been dissolved, been adjudged insane or incompetent, shall thereafter be deemed to be

units of class B interest, and such partner (or his trustee in bankruptcy, executors or administrators, successors or assigns, or other personal or legal representative) shall thereafter be deemed to be a class B partner; and (iv) this Certificate and the Agreement shall be amended to reflect such continuation.

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15. Except as provided in Section 11(c)(2)(i) of the Agreement, no limited partner shall have any right to demand and receive property, in lieu of cash, in return of his capital account.

16. Initial Registered Office and Agent. The street address of the initial registered office of this corporation is 226 Eagle Drive, Panama City Beach, Florida 32407, and the name of the initial registered agent of this corporation at that address is JOHN L. GHEESLING, III.

IN WITNESS WHEREOF, the undersigned partners have hereunto affixed their signatures and seals as of the day and year first above written.

Witness:

As to JOHN L. GHEESLING, III

As to DEBORAH J. GHEESLING

Witness:

As to JOHN L. GHEESLING, III

As to DEBORAH J. GHEESLING

GENERAL PARTNERS

JOHN L. GHEESLING, III, Trustee

DEBORAH J. GHEESLING, Trustee

CLASS B PARTNERS

JOHN L. GHEESLING, III, Trustee

DEBORAH J. GHEESLING, Trustee

EXHIBIT A

GHEESLING FAMILY LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

AND

CERTIFICATE OF LIMITED PARTNERSHIP

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TALLAHASSEE, FLORIDA

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Units of Partnership Interest</u>
<u>General Partner</u>		
<u>GENERAL PARTNER</u>		
JOHN L. GHEESLING, III 226 Eagle Drive Panama City Beach, FL 32407	\$ 15,000	1,000
DEBORAH J. GHEESLING 226 Eagle Drive Panama City Beach, FL 32407	\$ 15,000	1,000
<u>Limited Partners</u>		
<u>CLASS B PARTNERS</u>		
JOHN L. GHEESLING, III 226 Eagle Drive Panama City Beach, FL 32407	\$ 1,500,000	49,000
DEBORAH J. GHEESLING 226 Eagle Drive Panama City Beach, FL 32407	\$ 1,500,000	49,000
	<hr/>	<hr/>
	\$ 3,030,000	100,000

AFFIDAVIT OF CAPITAL CONTRIBUTIONS


The undersigned constituting all of the general partners
GHEESLING FAMILY LIMITED PARTNERSHIP a Florida Limited
Partnership, certify:

The amount of capital contributions to date of the limited
partners is zero to date.

The total amount contributed and anticipated to be
contributed by the limited partners at this time totals
\$10,000,000.00.

FURTHER AFFIANT SAYETH NOT.

Under penalties of perjury, I declare that I have read the
foregoing and that the facts stated herein are true and correct,
to the best of my knowledge and belief.


JOHN L. GHEESLING, III
General Partner


DEBORAH J. GHEESLING
General Partner

STATE OF FLORIDA
COUNTY OF BAY

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State aforesaid and in the County afore-
said to take acknowledgments, personally appeared JOHN L.
GHEESLING, III, and DEBORAH J. GHEESLING, to me known to be the
persons described in and who executed the foregoing instrument
and acknowledged before me that they executed the same for the
uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State
last aforesaid this 30th day of January, 2005.


H. Cranston Pope
Notary Public

My commission expires: 2/24/05

H. CRANSTON POPE
Notary Public - State of Florida
My Commission Expires Feb. 24, 2005
Commission No. CC990285

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TALLAHASSEE, FLORIDA

ACCEPTANCE OF REGISTERED AGENT

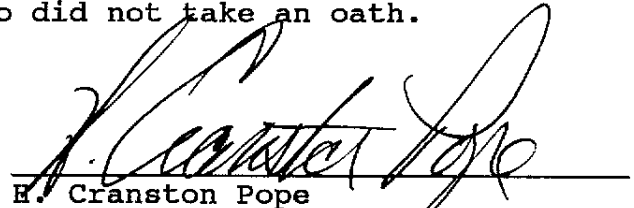
I, JOHN L. GHEESLING, III, having been appointed to registered agent for GHEESLING FAMILY LIMITED PARTNERSHIP, registered office located at 226 Eagle Drive, Panama City Beach, Florida 32407, hereby accept such appointment and agree to act in such capacity and accepts the obligations imposed by Florida Statutes Section 608.415 and am registered agent as designated by the Articles of Organization of GHEESLING FAMILY LIMITED PARTNERSHIP.

Executed this 30th day of January, 2003.


JOHN L. GHEESLING, III

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 30th day of January, 2003, by JOHN L. GHEESLING, III, who is personally known to me and who did not take an oath.


H. Cranston Pope
Notary Public
My commission expires: 2/24/05

H. CRANSTON POPE
Notary Public - State of Florida
My Commission Expires Feb. 24, 2005
Commission No. CC990285

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