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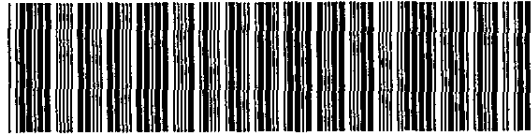
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05 OCT 31 AM 11:57

SECRETARY OF STATE
DIVISION OF CORPORATIONS

effective state

RECEIVED
8/18/04

*last
11/2/05*

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

August 16, 2004

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

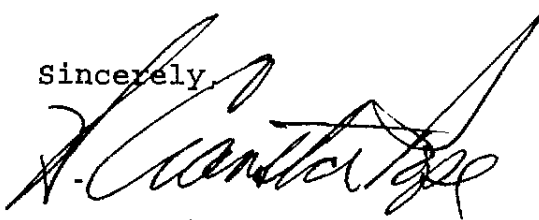
Re: Marion M. Collins Limited Partnership

Dear Sir or Madame:

Enclosed please find the original and one copy of Certificate of Limited Partnership, Acceptance of Registered Agent and Affidavit of Capital Contributions for the captioned Family Limited Partnership. If these documents meet with your approval, we would appreciate your filing the originals and returning a certified copy of the Certificate to us. Our check in the amount of \$1,785.00 is enclosed.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Cranston Pope', written over a horizontal line.

H. Cranston Pope

Enclosures



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 18, 2004

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

SUBJECT: MARION M. COLLINS LIMITED PARTNERSHIP
Ref. Number: W04000031506

We have received your document for MARION M. COLLINS 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):

The effective day must be specific and cannot be prior to the date of filing.

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
Document Specialist

Letter Number: 704A00050916

LAW OFFICE
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PANAMA CITY, FLORIDA 32401

(850) 784-9174

POST OFFICE BOX 1609
PANAMA CITY, FLORIDA 32402-1609

FAX (850) 784-9175

October 18, 2005

Karon Beyer
Bureau Chief of Comm. Recording
Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Marion M. Collins Limited Partnership

Dear Ms. Beyer,

Please find enclosed the Order drafted as discussed. If the Order meets with your approval, please initial and return to my office in the self-addressed stamped envelope. I will present it to the Judge for his signature on same and provide you a copy. With your initials on the Order there will be no need for a hearing. Please feel free to call me if you desire any changes or additions to the Order. I look forward to getting this matter completed in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Cranston Pope", written over a horizontal line.

H. Cranston Pope

HCP/po

Enclosures

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

October 28, 2005

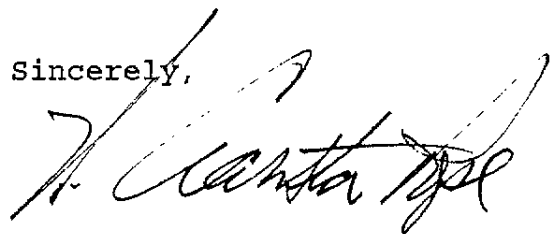
Karon Beyer
Bureau Chief of Comm. Recording
Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Marion M. Collins Limited Partnership

Dear Ms. Beyer,

Please find enclosed a copy of the signed and recorded Order along with two copies of the annual report, along with a copy of the Certificate of Limited Partnership (I do not have the original Certificate of Limited Partnership, a copy was returned to my office) a check in the amount of \$437.50 for the filing fee. Should you need further information, please feel free to contact me. Please advise when this has been completed and again, thank you for your help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Cranston Pope", with a large, sweeping flourish extending upwards and to the right.

H. Cranston Pope

HCP/po

Enclosures

COPY

IN THE CIRCUIT COURT, FOURTEENTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA, IN AND FOR BAY COUNTY

COLLINWOOD PROPERTIES, INC., GENERAL PARTNER of
the MARION M. COLLINS LIMITED PARTNERSHIP

Plaintiff,

v.

FLORIDA SECRETARY OF STATE,
DIVISION OF CORPORATIONS,

Defendant.

CASE NO.: 02-99-59

FILED
2005 OCT 26
14 9 59
CLERK OF CIRCUIT COURT
BAY COUNTY, FLORIDA

ORDER

This matter having come before the Court upon the Complaint of COLLINWOOD PROPERTIES, INC., GENERAL PARTNER of the MARION M. COLLINS LIMITED PARTNERSHIP for declaratory relief against FLORIDA SECRETARY OF STATE, DIVISION OF CORPORATIONS, for the purpose of making the effective date of filing of the Certificate of Limited Partnership retroactive to August 18, 2004, the date received by the Division of Corporations, and the Defendant by initialing this Order does not oppose the Complaint filed in this matter, nor the relief requested therein, but requires an Order finding for the Plaintiff to have this matter reconciled, and the Court having reviewed the pertinent parts of the file, it is therefore


ORDERED AND ADJUDGED that this Court finds for the Plaintiff in that there was substantial compliance with Florida Statute

Section 620.108(1), it is further

ORDERED AND ADJUDGED that the Plaintiff shall consider the effective date of filing of the Certificate of Limited partnership of COLLINWOOD PROPERTIES, INC., GENERAL PARTNER of the MARION M. COLLINS LIMITED PARTNERSHIP, to be August 18, 2004, and it is further

ORDERED AND ADJUDGED that the Defendant shall send confirmation within 10 days of the date of this Order, to H. Cranston Pope, Esq., P.O. Box 1609, Panama City, Florida 32402 that the COLLINWOOD PROPERTIES, INC., GENERAL PARTNER of the MARION M. COLLINS LIMITED PARTNERSHIP, is considered to be filed and in full force and effect as of August 18, 2004.

DONE AND ORDERED in Chambers in Panama City, Bay County, Florida, this the 26th day of October, 2005.


Honorable Don T. Sirmons
Circuit Judge

Initialed by Florida Secretary of State
Dept. of State
Division of Corp. J.K.

By: Jay KASSETTS for the Div. of Corp.

and

H. Cranston Pope, Esq. _____

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARION M. COLLINS LIMITED PARTNERSHIP

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
05 OCT 31 AM 11:57

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into effective as of the 6th day of August, 2004, by and among the undersigned parties:

RECITALS

A. The parties hereto have formed a limited partnership, known as the MARION M. COLLINS 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 August 6th, 2004.

B. The parties hereto desire to carry out the terms of Section 1(f) of the Agreement which directs the General Partner 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 "MARION M. COLLINS LIMITED PARTNERSHIP".

2. The business and purposes of the partnership are (i) 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 partner deems appropriate.

3. The principal office and place of business of the partnership shall be located at 4527 Magnolia Beach Road, Panama City Beach, Florida 32408. The partnership may have such other or additional offices as the general partner, in her sole discretion, shall deem advisable.

4. The general partner of the partnership is Collinwood Properties, Inc., a Florida corporation. For purposes of this instrument, it shall be sufficient to refer to the General Partner as Collinwood Properties. On the death of Marion M. Collins, 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 as amended and in effect from time to time.] The general partner, in its capacity as general partner, 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 partner 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 partner has 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 August 6th, 2004; and it shall continue until December 31, 2044, and thereafter from year-to-year, unless previously terminated in accordance with the provisions of the Agreement.

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 partner, 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 partner consents 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 partner shall prepare (or cause to be prepared) for recordation an amendment to this Certificate to be signed and sworn to by its President, by each of the limited partners, by the assigning partner and by the assignee. Each limited partner hereby appoints the general partner as his true and lawful attorney-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:

(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 the 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 partner herein named remains a general partner of the partnership.

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

(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 partner 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 Big Daddy, 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.

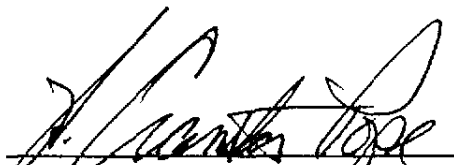
15. Except as provided in Section 11(c)(2)(i) of the Agreement, no limited partner shall have any right to demand and receive property, in lieu of cash, in return of his capital account.

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

Witness:

GENERAL PARTNER


Collinwood Properties, Inc.


AS TO MARION M. COLLINS

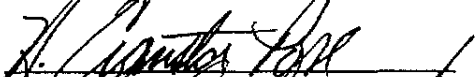
 (SEAL)
MARION M. COLLINS, President

Witness:


CLASS B PARTNERS


AS TO CLAUDIA C. SHUMAKER

 (SEAL)
CLAUDIA C. SHUMAKER


AS TO CAROL J. COLLINS

 (SEAL)
CAROL J. COLLINS


AS TO CHARLA C. RIZZUTA

 (SEAL)
CHARLA C. RIZZUTA


AS TO MARION M. COLLINS

 (SEAL)
MARION M. COLLINS, TRUSTEE

EXHIBIT A

MARION M. COLLINS LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

AND

CERTIFICATE OF LIMITED PARTNERSHIP

05 OCT 31 AM 11:57
SECRETARY OF STATE
DIVISION OF CORPORATIONS

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Units of Partnership Interest</u>
<u>General Partner</u>		
<u>GENERAL PARTNER</u>		
204000116194 Collinwood Properties, Inc. 4527 Magnolia Beach Road Panama City Beach, Florida 32408	\$ 45,550	1000
<u>Limited Partners</u>		
<u>CLASS B PARTNERS</u>		
CLAUDIA C. SHUMAKER 3112 Country Club Drive Lynn Haven, Florida 32444	\$ 4,555	100
CAROL J. COLLINS 8733 N. Lagoon Drive Panama City Beach, Florida 32408	\$ 4,555	100
CHARLA C. RIZZUTO 8414 Elizabeth Avenue Panama City Beach, Florida 32408	\$ 4,555	100
MARION M. COLLINS, Trustee 4527 Magnolia Beach Road Panama City Beach, Florida 32408	\$ 4,495,785	98,700
	<hr/> \$ 4,555,000	<hr/> 100,000

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

The undersigned constituting all of the general partners of the MARION M. COLLINS LIMITED PARTNERSHIP, a Florida Limited Partnership, certify:

The amount of capital contributions to date of the limited partners is \$4,555,000.

The total amount contributed and anticipated to be contributed by the limited partners at this time totals \$4,555,000.

FURTHER AFFIANT SAYETH NOT.

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

Collinwood Properties, Inc.
General Partner



MARION M. COLLINS, President

This 6th day of August, 2004.

05 OCT 31 AM 11:57
SECRETARY OF STATE
DIVISION OF CORPORATIONS

05 OCT 31 AM 11:58
SECRETARY OF STATE
DIVISION OF CORPORATIONS

ACCEPTANCE OF REGISTERED AGENT

I, CLAUDIA C. SHUMAKER, having been appointed to act as registered agent for the MARION M. COLLINS LIMITED PARTNERSHIP, in its registered office located at 4527 Magnolia Beach Road, Panama City Beach, Florida, 32408, hereby accept such appointment and agree to serve as registered agent in the Partnership's registered office.

Claudia C. Shumaker
CLAUDIA C. SHUMAKER

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 6th day of August, 2004, by CLAUDIA C. SHUMAKER, who is personally known to me and who did not take an oath.

H. Cranston Pope
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