

A 07057

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

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(Business Entity Name)

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100403003101

NAME: RIVERGROVE DEVELOPMENT, LTD.

PRINCIPAL PLACE BUSINESS: FORT MYERS, FLA.

CONTRIBUTIONS: \$100,000.00

TERM OF EXISTENCE: 10 years

FILED: 12-12-78

Q
12-18-78

corp-51

FORT MYERS, LP No. 7057
LEE CO. 12-12-78
NAME RIVERGROVE DEVELOPMENT, LTD. 10 years
P. O. ADDRESS 2839 CLEVELAND AVE., FT. MYERS, FLA. 33901
CHANGE OF ADDRESS
CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$100,000.00	

corp-50

LP 7057

New LP

SHEPPARD & WOOLSLAIR

ATTORNEYS AT LAW

221 W. FIRST STREET

FORT MYERS, FLORIDA 33902

W.A. SHEPPARD (1898-1971)
JOHN K. WOOLSLAIR (1908-1988)
JOHN WOOLSLAIR SHEPPARD
DAVID M. ANDREWS
JAY A. BRETT

PLEASE REPLY TO
P.O. DRAWER 400
PHONE (813) 334-1141

R 56109

November 29, 1978

Secretary of State's Office
Division of Corporations
The Capitol
Tallahassee, Florida 32304

REC-1-76-2 165000 ***15
REC-1-76-2 164900 ***1.000

Re: Rivergrove Development, Ltd.

AK

Dear Sirs:

I enclose herein a Limited Partnership Agreement for Rivergrove Development, Ltd. of Florida, a Limited Partnership, which has been executed in various counterparts. I am providing you with sufficient numbers to prove all signatures of the partners, and request upon filing that you return a Certificate of Filing, certified to this office. If I can be of any further assistance, please let me know.

Yours very truly,

David M. Andrews

DMA:oh
encls.

PRIVILEGE TAX	
C. TAX	
FILING	1,000
C. COPY	1.5
R. A. FEE	
P. COPY	
SEARCH	
TOTAL	1,015
BALANCE DUE	

F.F.
\$400.00

Total Cont'
\$100,000.00

Overpaid
\$600.00

LP
7057

LIMITED PARTNERSHIP AGREEMENT

for

RIVERGROVE DEVELOPMENT, LTD.
A Limited Partnership

THIS AGREEMENT, dated the 20th day of November, 1978,
by and among the undersigned:

WITNESSETH:

WHEREAS, the undersigned desire to form a limited partnership under the laws of the State of Florida which will acquire real estate or interests therein and construct thereon and offer for sale a platted subdivision project in Fort Myers, Florida; and,

WHEREAS, the undersigned are willing to contribute capital to the partnership for the purposes thereof and subject to all of the terms and conditions thereof.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the undersigned do swear and agree as follows:

ARTICLE I

NAME

A Limited Partnership is hereby formed under the laws of the State of Florida in accordance with the terms and provisions of this Agreement. The name of the partnership shall be "Rivergrove Development, Ltd.", a limited partnership.

ARTICLE II

PRINCIPAL PLACE OF BUSINESS

The location of the principal place of business of the partnership shall be 2839 Cleveland Avenue, Fort Myers, Florida 33901, or at such other or additional place or places as may be designated by the general partner, and the books and other records of the

partnership shall be kept there.

ARTICLE III

PURPOSE OF THE PARTNERSHIP

The purpose of the partnership is to acquire that certain real estate or interest therein, described on Attachment "A" hereto, containing approximately 78 acres, and to utilize and develop this property in accordance with the law and to hold, improve, manage, operate, sell, transfer, or lease said real estate or interest therein and to engage in any other acts as may be reasonably necessary for the successful and profitable operation of the above business and purpose of the partnership. The property of the partnership may be acquired by the partnership from any firm, individual or corporation.

ARTICLE IV

NAME AND PLACE OF RESIDENCE OF EACH MEMBER AND THEIR CONTRIBUTION TO THE PARTNERSHIP CAPITAL

<u>NAME</u>	<u>RESIDENCE</u>	<u>PROFIT/LOSS RATIO</u>	<u>CAPITAL CONTRIBUTION</u>
<u>General Partner</u>		-0-	-0-
Gateley Daniel Corp. A Florida corporation	2839 Cleveland Ave. Fort Myers, Fla. 33901		

Limited Partners

See Attachment "B" attached hereto.

ARTICLE V

TERM

The term for which the partnership is to exist shall commence as of the date of this Agreement and shall continue for ten (10)

years or until sooner terminated, in accordance with this Agreement.

ARTICLE VI

CAPITAL/PROFIT AND LOSS

The partnership shall have capital as reflected by the contributions of the Limited Partners. Each of the partners has contributed or will contribute the sum in cash set forth as capital contribution in Article IV.

An individual capital account shall be maintained for each partner. The capital interest of each partner shall consist of his original contribution, increased by: (1) his additional contributions to capital; and (2) his share of partnership profits transferred to capital, and decreased by: (1) distributions to him in reduction of his partnership capital; and (2) his share of partnership losses.

Subject to the above provisions, the interest of any partner in the profits and losses of the partnership shall be determined by his percentage interest in the total number of units owned by all the partners as set forth in Article IV.

Notwithstanding any other provision of the Agreement, the liability of each limited partner for losses of the partnership shall in no event exceed the amount of his respective specified capital account of the partnership. Any losses in excess of such amount shall be borne solely by the general partner. The limited partners are in no manner required or obligated to make any additional contribution to capital but any such additional capital which may be contributed shall be treated in the same manner as the initial contributions of Article IV. Any additional capital contributions made by either general or limited partners will not change the percentages outlined in Article IV unless prior written approval is obtained from all partners. Any additional capital contributions are to have prior written approval of all partners.

ARTICLE VII
ADDITIONAL CONTRIBUTIONS

The general partner shall be liable for the obligations of the partnership and any additional capital that is required. No limited partner shall be required to contribute any amounts in addition to the amounts specified in Article IV.

ARTICLE VIII
LIMITED LIABILITY

The liability of any of the limited partners shall in no event exceed in the aggregate the amount of his capital contribution, as required under the terms hereof.

ARTICLE IX
DISTRIBUTIONS

Beginning with the first closing of the sale of platted lots, the general partner shall thereafter, at least quarterly, make a determination of the amount of surplus cash, if any. Surplus cash shall mean the excess of cash or equivalent thereof held by the partnership over the amount required to be retained pursuant to any agreement or contract to which the partnership may be a party, or which the general partner, in its sole discretion, may otherwise determine to be required for the anticipated needs of the partnership.

Any amount of surplus cash shall be distributed among each partner in proportion to his respective interest in profit and loss as provided in Article IV, after deducting from the amount otherwise distributable to any partner, an amount, if any, owed by that partner to the partnership.

No partner shall make any withdrawal from his capital account except as provided in this Article, or upon dissolution of the

partnership (as per Article XVI).

ARTICLE X
ACCOUNTING

The general partner shall at all times during the continuance of the partnership keep books of account 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 inspection and examination by any partner or his representatives during reasonable business hours. The general partner agrees to deliver to each limited partner, within ninety (90) days after the expiration of each fiscal year of the partnership, a Statement of Receipts and Disbursements as prepared by the partnership's Certified Public Accountant, in accordance with generally accepted accounting principles, 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. The fiscal year of the partnership is intended to be January to December.

ARTICLE XI
BANK ACCOUNT

The general partner, in the name of the partnership, shall open and thereafter maintain in a federally insured commercial bank in Florida, 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.

ARTICLE XII
DUTIES AND COMPENSATION OF GENERAL PARTNER

The general partner shall be Gateley Daniel Corp., which shall

exercise all of the duties and responsibilities described below.

In the management of the partnership, the decision of the general partner shall be binding. No limited partner shall take any part in the control of the business of the partnership nor have the power to bind the partnership in any contract, agreement, promise or undertaking.

The general partner is authorized, on behalf of the partnership and without further consent of the limited partners:

1. To acquire property and execute or assume notes and mortgages relating to property; to prepay, in whole or in part, refinance, recast, increase, modify or extend any mortgages which may affect the property, in connection therewith; to execute for and on behalf of the partnership any extension, re-mortgages on such property in lieu of existing mortgages; to encumber the property, and to execute and deliver instruments necessary or desirable to effect such encumbrance; to sell and convey portions of the property; and to execute any and all other instruments necessary or desirable to carry into effect the purpose of the partnership.

2. To enter into, perform and carry out contracts or lease agreements of any kind necessary to or in connection with the accomplishment of the purposes of the partnership.

3. To do any and all such other things as may be necessary or appropriate to carry out the purposes of the limited partnership.

No act of the general partner authorized in this Agreement or otherwise authorized by law shall in any manner increase or extend the personal liability of any limited partner. The general partner shall not be liable to any limited partner for good faith actions or failure to act, nor for any errors of judgment, but only for willful default in the performance of obligations under

this partnership agreement.

ARTICLE XIII

LOANS TO THE PARTNERSHIP

It is anticipated that the partnership will borrow money for the improvement of the partnership real estate. The general partner is granted the specific authority to borrow money for partnership purposes and to secure any such loan with a mortgage on the partnership's real property. However, any improvement loan or permanent loan on the partnership property shall impose no personal liability on any limited partner.

If any general or limited partner shall make a loan or advance of monies to the partnership in excess of capital contributions, the amount of any such loan or advance shall be an obligation of the partnership to such partner at interest rates to be determined between the general partner and the partner advancing such monies.

ARTICLE XIV

RIGHTS OF LIMITED PARTNERS

No limited partner shall participate in the management of the partnership business. No limited partner shall have any priority over the other limited partners as to the return of his capital contribution. No limited partner shall have any powers 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 for herein. No limited partner shall have the right or power to assign, transfer, or otherwise dispose of his interest in the partnership, except to any other partner or partners, without the consent of the general partner and only

after offering the same to the general partner on the same terms and conditions as a proposed transfer or sale to a third party.

ARTICLE XV

BANKRUPTCY

In the event of the bankruptcy of the general partner, the remaining limited partners may, within ninety (90) days after notice of such event and by agreement of all of the partnership interests, elect to continue the partnership by designating from among themselves a new general partner or partners who consent to and accept such designation. In the event of an election under this paragraph, each limited partner shall be entitled to a vote in proportion to its limited partnership interest as set forth in Article IV. In the event the limited partners do not elect to continue the partnership, it shall be dissolved in accordance with Article XVI of the Agreement.

In the event of an election to continue this paragraph, a new agreement and certificate as similar in form and substance to this agreement and certificate as possible, shall be prepared.

The general partner which shall have ceased to be such for reasons set forth above, shall remain liable for all obligations and liabilities incurred by the partnership during the period it was a general partner, but shall be free from all liabilities or obligations incurred subsequent to its ceasing to be the general partner.

In the event that any limited partner shall die, his personal representative, heirs, or successors in interest shall become a substitute limited partner in his place upon compliance with the provisions of the limited partnership act of Florida.

ARTICLE XVI

DISSOLUTION OF PARTNERSHIP

This partnership shall dissolve and terminate upon the expiration of its term of existence as specified herein, or upon completion of construction and sale of all lots contemplated herein, whichever occurs first, or in the event the general partner shall be adjudicated insolvent or bankrupt, and the remaining limited partners do not elect to exercise their right to continue the business without liquidation of the partnership affairs, as provided in Article XV, or upon any voluntary dissolution of the partnership by the written agreement of at least sixty-seven (67%) percent of the partnership interests.

In the event of such dissolution, the affairs of the partnership shall be liquidated forthwith and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

1. To the payment of the debts and liabilities of the partnership, other than any loans or advances to the partnership that may have been made by the general partner or any limited partner, and the expenses of liquidation.

2. To the setting up of any reserves which the general partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the partnership or of the general partner arising out of or in connection with the partnership. Said reserves shall be paid over by the general partner to any attorney at law of the State of Florida, as escrow agent, to be held by him for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies. At the expiration of such period as the general partner shall deem advisable, the

remaining proceeds shall be distributed in the manner provided in subparagraphs 3, 4, 5 and 6 of this Article XVI in that order.

3. To the repayment of any loans or advances that may have been made by the general partner or any limited partner to the partnership. If the amount available is insufficient for such repayment, then pro rata on each account.

4. To the payment of the balance, if any, of the respective capital accounts of the limited partners, including such limited partnership interests as the general partner may possess. If the amount available is insufficient for such payment, then pro rata among all limited partner accounts so that each limited partner receives the same proportion of the proceeds as his original cash contribution was to the initial capital of the partnership.

5. To the payment of the balance, if any, of the capital amount of the general partner.

6. Any balance remaining shall be distributed among all partners, general and limited, in proportion to their percentage interest in the partnership as specified in Article IV.

A reasonable time shall be allowed for the orderly liquidation of the assets of the partnership and the discharge of liabilities to creditors so as to enable the general partner to minimize any losses in connection with such a liquidation.

Each partner shall be furnished with a statement, prepared by the partnership's accountants, which shall set forth the assets and liabilities of the partnership as of the date of complete liquidation. Upon the general partner complying with the foregoing distribution plan (including payment over to the attorney escrow agent if there are sufficient funds therefor), the limited partners shall cease to be such, and the general partner, as the sole remaining partner

of the partnership, shall execute, acknowledge and cause to be filed a certificate of cancellation of the partnership.

Anything in this Agreement to the contrary notwithstanding, the general partner is not personally liable for the return of the capital contributions of limited partners, nor any portion thereof, it being expressly understood that any such return shall be made solely from partnership assets. If any general or limited partner shall make a loan or advance of monies to the partnership, in excess of capital contributions specified in Article IV, the amount of any such loan or advance shall be an obligation of the partnership to such partner, at interest rates to be determined between the general partner and the partner advancing such monies.

The provisions of Article XV and Article XVI shall be in lieu of any statutory mode of settlement of the interest of any deceased, insane or bankrupt partner.

Any gain or loss on disposition of partnership properties in the process of liquidation shall be credited or charged to the partners in the proportions of their interests in profits or losses as specified in Article IV and VI. Any property distributed in kind in the 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 a gain or loss on sale of the property and shall be credited or charged to the partners in the proportions of their interests in profits or losses as specified in Article IV.

ARTICLE XVII

SALE OF PARTNERSHIP INTEREST

Any limited partner may sell, assign or otherwise dispose

of his interest in the partnership, or any portion thereof, but only after first giving the general partner written notice of his intent to do so, naming the proposed purchaser or assignee, the proposed sales price, and the terms of the purchase or assignment.

Upon receiving such notification, the partnership shall have a right of first refusal to purchase the interest to be sold on the same terms and conditions, in the following manner:

1. The general partner shall notify all other limited partners of the terms of the proposed sale or assignment. Any one or more of them may elect to purchase the interest for the same price and on the same terms stated in the notice by giving written notice to the general partner and the selling partner within thirty (30) days from the date of receipt of the notice of sale or assignment. If more than one partner desires to purchase the interest of the selling partner, such interest shall be divided equally among the partners desiring to purchase said interest. An additional period of not less than 90 days will be allowed for the purchasing partner(s) to close such a purchase.

2. If no partner notifies the selling partner of his desire to purchase the interest within the thirty (30) day period, then the selling partner shall be allowed thirty (30) days additional time in which to transfer his interest to the named purchaser at the stated sales price.

3. Such purchaser must be approved by the general partner in order to be admitted to the partnership. Such approval will not be unreasonably withheld. In the absence of approval by the general partner, the purchaser shall be entitled to an interest in the partnership, but without vote in the affairs of the partnership.

4. In the event the sale is not consummated within the thirty (30) days time period to the party named in the notice, the Seller must re-notify the general partner and follow the same

procedure as above in order to make a sale or assignment of his interest.

Notwithstanding anything in this Agreement to the contrary, a limited partner may assign or transfer his interest to his wife, children or grandchildren or a Trust in which the sole beneficiaries are himself, his wife, his children or grandchildren without complying with this Article XVII.

ARTICLE XVIII

POWER OF ATTORNEY

Each of the limited partners, by signing this Agreement, irrevocably constitutes and appoints the general partner his true and lawful attorney in his name, place and stead to make, execute, deliver, acknowledge and file all documents, certificates or other instruments which may be required:

1. To be filed by the partnership under the laws of the State of Florida;
2. To effectuate the provisions of any part of the partnership agreement or to effectuate the dissolution and termination of the partnership or the organization of any new limited partnership occurring by reason of the death, retirement or adjudication of insanity or incompetency of the general partner as provided above. It is expressly intended by each of the limited partners that the foregoing power of attorney is coupled with an interest and shall survive the delivery of an assignment by any of the limited partners of the whole or any portion of his limited partnership interest, after approval of such assignment as specified in Section XVII, for the purpose of executing, acknowledging and filing of any and all instruments necessary to effectuate such assignment.

ARTICLE XIX

ADDITIONAL PARTNERS

Additional limited or general partners may be admitted only

with the consent of all the partners.

ARTICLE XX

NOTICES

Any and all notices which may be sent to any partner shall be sent to the address specified in this Partnership Agreement, unless the partnership is notified in writing in regard to any change of address. Each of the partners hereby irrevocably waives any and all right that he may have to maintain any action or partition with respect to his interest in the partnership property or compel any sale thereof and this Agreement shall be construed under the laws of the State of Florida.

ARTICLE XXI

BINDING EFFECT OF AGREEMENT

This Agreement shall be binding upon and enure to the benefit of the parties hereto or their assigns.

ARTICLE XXII

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Florida.

ARTICLE XXIII

MISCELLANEOUS

No limited partner shall have priority over any other limited partner as to contributions or as to compensation by way of income distributions or in any other respect.

No limited partner shall have the right to demand or receive either property or cash in return for his capital contribution.

Each of the partners hereby irrevocably waives any and all right that he may have to maintain any action for partition with respect to his interest in the partnership property or to compel

any sale thereof.

All the terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause may require, the same as if such words had been fully and properly written in the number and gender.

ARTICLE XXIV

EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument, which shall become effective only when the signature of the general partner and each limited partner appears upon a counterpart.

ARTICLE XXV

ARBITRATION

If any controversy or claim arising out of this Agreement cannot be settled by the partners, it shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect, and judgment on the award may be entered in any Court having jurisdiction thereof.

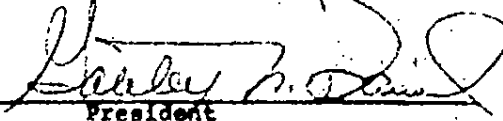
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:



Dorothy O. Parks
As to General Partner

GATELEY DANIEL CORP.

By 
President

General Partner

(SEAL)

____ (JGS) _____ (SEAL)

As to Smith _____ (FMS) _____ (SEAL)

____ (WEM) _____ (SEAL)

As to Melhorn

Nancy J. Davis _____ (GND) *Stanley H. Daniel* _____ (SEAL)

William M. Fairbank
As to Daniel

____ (DPL) _____ (SEAL)

As to Lazenby

____ (JDS) _____ (SEAL)

____ (RSS) _____ (SEAL)

As to Stortz

____ (DMD) _____ (SEAL)

As to DuVall

____ (CER) _____ (SEAL)

As to Richards

(MWS) _____ (SEAL)

As to Schroeder _____ (BCS) _____ (SEAL)

Walter K. Koller _____ (EHP) Franklin _____ (SEAL)

Nancy J. Davis _____ (LBP) Laura B. Petersen _____ (SEAL)
As to Petersen

Nancy J. Davis _____ (CCT) _____ (SEAL)

Super E. Baker _____ (MCT) Mary C. Tate _____ (SEAL)
As to Tate

Limited Partners

____ (MHS) _____ (SEAL)

As to Schroeder _____ (BCS) _____ (SEAL)

____ (EHP) _____ (SEAL)

As to Petersen _____ (LBP) _____ (SEA)

Julia E. Williams _____ (CCT) *Carl C. Tate* _____ (SEA)

William Smith _____ (ICT) _____ (SEA)
As to Tate

Limited Partners

ATTACHMENT "B"

Limited Partners

<u>NAME</u>	<u>RESIDENCE</u>	<u>PROFIT/LOSS RATIO</u>	<u>CAPITAL CONTRIBUTION</u>
J. Gilbert Smith and Frances M. Smith	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		\$ 5,405.40
N. H. Melhorn	973 Bayview Lake Drive 1513 Bayview Lake Drive Fort Myers, Florida 33907		\$ 8,108.10
Gatoley Daniel Corporation	2938 Cleveland Avenue Fort Myers, Florida 33901		\$ 16,216.30
Don P. Lazenby	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		\$ 8,108.10
John D. Stortz and Ruth S. Stortz	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		\$ 8,108.10
David M. DuVall and Kathie R. DuVall	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		\$ 5,405.40
Charles F. Richards and Dorothy H. Richards	P. O. Box 1119 Sarasota, Florida 33578		\$ 10,810.80
Malcolm W. Schroeder and Betty C. Schroeder	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		\$ 27,027.00
Erik Z. Petersen and Lana B. Petersen	P. O. Box 35 Fort Myers Beach, Florida 33931		\$ 5,405.40
Carl C. Tate and Mary C. Tate	6221 Saint Andrews Circle Fort Myers, Florida 33907		\$ 5,405.40
			<u>100%</u>

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GATELEY N. DANIEL, to me well known and known to me to be the person described in and who executed the foregoing Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of October, 1978.

(NOTARY'S SEAL)

William M. Erickson
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Dec. 30, 1978
My Commission Expires: Bound by American Plan & Guaranty Co.

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ERIK H. PETERSEN, to me well known and known to me to be the person described in and who executed the foregoing Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of November, 1978.

(NOTARY'S SEAL)

William M. Erickson
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Dec. 30, 1978
My Commission Expires: Bound by American Plan & Guaranty Co.

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LANA B. PETERSEN, to me well known and known to me to be the person described in and who executed the foregoing Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of November, 1978.

(NOTARY'S SEAL)

William M. Erickson
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Dec. 30, 1978
My Commission Expires: Bonded by American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, MARY C. TATE, to me well known and known to me to be the person described in and who executed the foregoing Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of November, 1978.

(NOTARY'S SEAL)

William M. Erickson
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Dec. 30, 1978
My Commission Expires: Bonded by American Fire & Casualty Co.

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Carl C. Tate, to me well known and known to me to be the person described in and who executed the foregoing Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of November, 1978.

Ruth C. Hanner
Notary Public

(NOTARY'S SEAL)

My Commission Expires: 11 April 1981

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 11 1981
BONDED THRU GENERAL INS. 1000000000

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Entely Daniel Cooperating, by Entely Daniel, Pres., to me well known and known to me to be the person described in and who executed the foregoing Agreement, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 20th day of Nov., 1978.

[Signature]
Notary Public

(NOTARY'S SEAL)

My Commission Expires April 18 1980

SCHEDULE "A"

The West 1/2 of Government Lot 5, and the Southwest
1/4 of the Southeast 1/4, all being in Section 36,
Township 43 South, Range 25 East, Lee County,
Florida.

RECORDED
1964
JAN 10
11 00
11 00

ADVERTISING INVOICE
 PRESS PUBLISHING COMPANY
 PUBLISHERS
 GANNETT NEWSPAPER
 FORT MYERS NEWS-PRESS
 10. FORT MYERS, FLORIDA 33902
 334-2351

6 1/2

LEGAL NUMBER
 2856

AFFIDAVIT

1

INVOICE

1

TEAR SHEET

COUNT 1

VERTISER: Secretary of State
 ADDRESS: Martha Burnley-PERSONAL AND CONFIDENTIAL
 The Capitol
 CITY: Tallahassee, Florida 32304

LINE'S/TIMES	COST
78/1	20.80

ON DATES

PLEASE RETURN THIS PORTION WITH PAYMENT

FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC							
4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

ON:

Notice

Limited Partnerships

(ln28561td)

ATTORNEY'S COPY

Fort Myers, Florida

Affidavit of Publication

State of Florida
County of Lee

Before the undersigned authority, personally appeared
Brenda J. HOerner, who on oath says that he is the

Cust Serv Supr of the Fort Myers News-Press, a daily
newspaper published at Fort Myers, in Lee County, Florida;

that the attached copy of advertisement, being a

Notice

in the matter of **Limited Partnerships**

in the
Court, was published in
said newspaper in the issue of

July 25, 1979

Affiant further says that the said Fort Myers News-Press is a
newspaper published at Fort Myers, in said Lee County, Florida and
that the said newspaper has heretofore been continuously published
in said Lee County, Florida, each day, and has been entered as
second class mail matter at the post office in Fort Myers, in said Lee
County, Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant further
says that he has neither paid nor promised any person, firm or
corporation any discount, rebate, commission or refund for the
purpose of securing this advertisement for publication in the said
newspaper.

Brenda J. Hoerner

Sworn to and subscribed before me this 25 day

of July, A.D. 1979

Lydia C. Patterson
Notary Public

My commission Expires March 19, 1982

CL-9

STATE OF FLORIDA
Department of State
George Firestone
Secretary of State
I do hereby certify
that the following
Affirmations are
Bonds: 471, Ltd.
Black Island
Ponchartraine, Ltd.
Coral Cape
Associates, Ltd.
Dolan Bay, Ltd.
Dolan Bay, Ltd.
The Executive Park, Ltd.
Glad Reg, Ltd.
Granada Apartments
Ltd.
Kelly Spruce, Ltd.
Kremer Investments, Ltd.
McDonnell Industrial
Park Ltd.
Northside Plaza
Associates, Limited
Ortiz Mark, Limited
Prince Lee Investments
Ltd.
Rancho Properties, Ltd.
Rivergrove Developments
Ltd.
Santitas, Ltd.
Sea Spray, Limited
Southern Florida
Regional Medical
Laboratories, Ltd.
Sunquest, Ltd.
Surrender Twelve, Ltd.
Trail Dairy, Ltd.
with their principal place
of business in Lee County,
Florida, are limited
partnerships filed in the
office of the Secretary of
State of Florida, under
Chapter 620, Florida Statutes,
Laws of Florida,
and each has failed for
six months or more to
pay the annual filing fees
and renew the certificate
of authority to operate as
a limited partnership.
Therefore, in pursuance
of the provisions of Section
620.40(3), Florida Statutes,
I have caused to be
published in the FORT MYERS NEWS PRESS, a
newspaper published at
Lee County, Florida, notice
of failure to renew
certificate of authority as
provided by law.
Given under my hand
and the Great Seal of the
State of Florida, at
Tallahassee, the Capital, this
15th day of July,
1979.
George Firestone
Secretary of State

SHEPPARD & WOOLSLAIR
ATTORNEYS AT LAW
P. O. Box 400
Fort Myers, Florida 33902

Memorandum

April 24 19 81

From David M. Andrews

To Honorable Secretary of State
The Capitol
Tallahassee, Fla. 32304
ATTN: DIV. OF CORPORATIONS 7057
005 21 830.00 05

Re: Rivergrove Development, Ltd.

Dear Sir:

Enclosed herewith is Annual Report Limited Partnership together with Attachment "B" and our check in the amount of \$830 for reinstatement of Rivergrove Development, Ltd. If you have any questions, please advise.

Very truly yours,

David M. Andrews/rh

P7057

C. TAX _____
FILING 830
R. AGENT FEE _____
C. COPY _____
TOTAL 830
BALANCE DUE _____
REFUND _____

RECEIVED
DEPT. OF REVENUE
00354 APR 26 81

W. A. SHEPPARD 1905-1971
JOHN A. WOOLSLAIR 1908-1966
JOHN WOOLSLAIR SHEPPARD
DAVID M. ANDREWS
JAN ALBRETT

RECEIVED
JUN 4 1 08 PM '81
SHEPPARD & WOOLSLAIR
ATTORNEYS AT LAW
212 W. FIRST STREET
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA 32302
PORT MYERS, FLORIDA 33902

RECEIVED

PLEASE REPLY ONLY TO:
P. O. BOX 400
PORT MYERS, FLA. 33902
PHONE (813) 334-1141

June 2, 1981

Division of Corporations
The Capitol
Tallahassee, Florida 32301

Re: Rivergrove Development Ltd.
LP#7057

FILED
JUN 5 9 38 AM '81
TALLAHASSEE, FLORIDA

Dear Sirs:

In connection with the reinstatement of Rivergrove Development, Ltd., enclosed herewith are Affidavit of Publication from the Cape Coral Breeze and Proof of Payment of the Notice of Publication.

I believe you have everything required to issue a new certificate and request that you send same to my attention. If you have any questions, please do not hesitate to let me know.

Very Sincerely,

David M. Andrews

rh
Encs.

Final Reinstatement
Total Paid
\$830
1979, 1980 &
1981

C. TAX
FILING
AGENT
C. TAX
TOLSON
N. BARK
BALANCE DUE
REFUND

9/19/81

LP 7057

Ft. Myers
Loc

LP No. 7057

12/12/78
10 yrs.

NAME RIVERGROVE DEVELOPMENT, LTD.

P. O. ADDRESS 1700 Medical Lane, Ft. Myers, FL 33907

CHANGE OF ADDRESS

CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$100,000.00	
CANCELLED AND REINSTATED AS OF 78, BY PAYING PAST ANNUAL REPORTS FOR 79, 80 & 81, REINSTATEMENT FILED 6/5/81			
		\$100,000.00	

corp-50

Ft. MYERS,
LOC.

LP No. 7057

12-12-79
10 years

NAME RIVERGROVE DEVELOPMENT, LTD.

P. O. ADDRESS 2839 CLEVELAND AVE., FT. MYERS, FLA. 33901

CHANGE OF ADDRESS

CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$100,000.00	
CANCELLED AND REINSTATED AS OF 78, BY PAYING PAST ANNUAL REPORTS FOR 79, 80 & 81, REINSTATEMENT FILED 6/5/81			



GEORGE FIRESTONE
SECRETARY OF STATE

Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32301

6/8/81

D. W. McKINNON, DIRECTOR
DIVISION OF CORPORATIONS

David M. Andrews, Esquire
P.O. Drawer 400
Ft. Myers, FL 33902

SUBJECT: RIVERGROVE DEVELOPMENT, LTD.

DOCUMENT NUMBER: L.P. 7057

This will acknowledge receipt of the following:

1. ~~XXX~~ Check(s) totalling \$ 830.00
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. _____ Limited Partnership filed
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____
10. ~~XXX~~ Reinstatement filed 6/8/81
11. _____ Articles of Dissolution filed
12. _____ OTHER:

ENCLOSED:

1. _____ Certified Copy/ies.
2. _____ Certificate(s) Under Seal.
3. _____ Photocopy/ies.
4. _____ OTHER:

CAPE CORAL BREEZE

PUBLISHED DAILY

CAPE CORAL, FLA.

Affidavit of Publication

State of Florida
County of Lee

Before the undersigned authority, personally appeared

Ronald Metz who on oath says that he is the

Production Mgr. of Cape Coral Breeze daily newspaper published at Cape Coral Lee County, Florida; that the attached copy of advertisement being a

Certificate of Authority

in the matter of RIVERGROVE DEVELOPMENT, LTD.

in the

Lee County Circuit Court, was published in said newspaper in the issues of

May 20, 1981

Affiant further says that the said Cape Coral Breeze is a newspaper published at Cape Coral, said Lee County, Florida and that the said newspaper has heretofore been continuously published in said Lee County, Florida, daily, and has been entered as second class mail matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Ronald Metz

Sworn to and subscribed before me this day

of May A.D. 1981

Cecil Jankowski

Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

My commission Expires MY COMMISSION EXPIRES MAY 22 1982
BONDED THRU GENERAL INS. UNDERWRITERS

State of Florida
Department of State

I, George F. Finkbeiner, Secretary of State, do hereby certify that RIVERGROVE DEVELOPMENT, LTD. heretofore a limited partnership formed under Chapter 206, Florida Statutes, having its principal place of business in FORT MYERS, FLORIDA, was duly cancelled for failure to file 1979 Annual Report. Pursuant to the provisions of Section 609.31, Florida Statutes, I hereby give NOTICE in this newspaper, which is published in LEE COUNTY, Florida, that said limited partnership has filed all delinquent reports and paid all fees required under law.

I hereby reinstate said limited partnership's Certificate of Authority as of December 31, 1979, the year for which the limited partnership was last granted a Certificate of Authority.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this 12th day of May, 1981.

George Finkbeiner
Secretary of State

May 20, 1981



FLORIDA DEPARTMENT OF STATE

George Firestone

Secretary of State

Ron Levitt

Assistant Secretary of State

May 12, 1981

DIVISION OF CORPORATIONS
The Capitol
Tallahassee, Florida 32301
(904) 486-9840

SHEPPARD & WOOLSLAIR
ATTORNEYS AT LAW
POST OFFICE BOX 400
FORT MYERS, FLA. 33902

SUBJECT: **Rivargrove Development Ltd.**
LP#7057

This will acknowledge receipt of your recent request pertaining to the reinstatement of a Florida limited partnership.

XX Enclosed is the preliminary certificate which the limited partnership must have published at least one time in a newspaper located in the county listed below. Upon filing with this department by the manager or publisher of such newspaper proof of publication of the notice and payment by the limited partnership of the cost of publication, the department shall issue a new certificate.

LEE COUNTY

Chapter 620.31, Florida Statutes, requires that all delinquent reports and fees must be filed and paid prior to the issuance of a preliminary certificate. Please complete and return the attached report(s) with the proper filing fee. This fee is computed at the rate of \$4 a thousand on total contributions with a minimum of \$30 and a maximum of \$1000.

We would appreciate your returning the necessary documentation within thirty (30) days if possible.

FOREIGN SECTION

CNA, 101 (11-79)

JES

ANNUAL REPORT LIMITED PARTNERSHIP

FILED
JUN 9 9 38 AM '81
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership RIVERGROVE DEVELOPMENT, LTD.
Principal Place of Business 1700 Medical Lane, Ft. Myers, Fla. 33907
Amount of Invested Capital \$100,000.00
Date Formed 11/20/78

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Gateley Daniel Corp. 1700 Medical Lane, Ft. Myers, Fla. 33907

LIMITED:

ADDRESS:

See Attachment "B"

General Nature of Business Development

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

GATELEY DANIEL CORP. General Partner

By: [Signature]
Gateley N. Daniel, Pres.

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

ATTACHMENT "B"

Limited Partners

<u>NAME</u>	<u>RESIDENCE</u>	<u>PROFIT/LOSS RATIO</u>	<u>CAPITAL CONTRIBUTION</u>
J. Gilbert Smith and Frances W. Smith	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		5.4054
W. H. Kelhorn <i>W. H. Kelhorn</i> 573 Cypress Lake Drive Fort Myers, Florida 33907	1113 Sandpiper Parkway Fort Myers, Florida 33907		8.1981
Grasley Daniel Corporation	2938 Cleveland Avenue Fort Myers, Florida 33901		16.2163
Don P. Lacey	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		6.1091
John D. Stortz and Nath S. Stortz	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		8.1081
David L. Duvall and Martha R. Duvall	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		5.4054
Charles E. Richards and Joseph W. Richards	P. O. Box 1119 Sarasota, Florida 33578		10.0102
Harold W. Schroeder and Betty C. Schroeder	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		27.027
Edith H. Peterson and Lona B. Peterson	P. O. Box 35 Fort Myers Beach, Florida 33931		5.4054
Carl C. Tate and Mary C. Tate	6221 Saint Andrews Circle Fort Myers, Florida 33907		5.4054
			<u>1008</u>

ANNUAL REPORT LIMITED PARTNERSHIP

FILED
JUN 5 9 38 AM '81
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership RIVERGROVE DEVELOPMENT, LTD.

Principal Place of Business 1700 Medical Lane, Ft. Myers, Fla. 33907

Amount of Invested Capital \$100,000.00

Date Formed 11/20/78

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Gateley Daniel Corp.

1700 Medical Lane, Ft. Myers, Fla. 33907

LIMITED:

ADDRESS:

See Attachment "B"

General Nature of Business Development

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

GATELEY DANIEL CORP., General Partner

By: [Signature]
Gateley N. Daniel, Pres.

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

ATTACHMENT "B"

Limited Partners

<u>NAME</u>	<u>RESIDENCE</u>	<u>PROFIT/LOSS RATIO</u>	<u>CAPITAL CONTRIBUTION</u>
J. Gilbert Smith and Frances W. Smith	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		5.4054
M. E. Melhorn <i>M. E. Melhorn</i> 573 Cypress Lake Drive Fort Myers, Florida 33907	1313 Tanglewood Parkway Fort Myers, Florida 33907		8.1061
Cateley Daniel Corporation	2938 Cleveland Avenue Fort Myers, Florida 33901		16.2163
Don P. Laidley	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		8.1061
John D. Stottz and Beth S. Stottz	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		8.1081
David L. Duval and Kathleen E. Duval	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		5.4054
Charles E. Richards and Nancy H. Richards	P. O. Box 1119 Saracots, Florida 33578		10.2102
Malcolm W. Schroeder and Betty C. Schroeder	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		27.027
Edith E. Peterson and Lana B. Peterson	P. O. Box 35 Fort Myers Beach, Florida 33931		5.4054
Carl C. Tate and Mary C. Tate	6221 Saint Andrews Circle Fort Myers, Florida 33907		5.4054

1006

ANNUAL REPORT LIMITED PARTNERSHIP

FILED
JUN 5 9 38 AM '81
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership RIVERGROVE DEVELOPMENT, LTD.

Principal Place of Business 1700 Medical Lane, Ft. Myers, Fla. 33907

Amount of Invested Capital \$100,000.00

Date Formed 11/20/78

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Gateley Daniel Corp.

1700 Medical Lane, Ft. Myers, Fla. 33907

LIMITED:

ADDRESS:

See Attachment "B"

General Nature of Business Development

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

GATELEY DANIEL CORP. General Partner

By: *Gateley H. Daniel*
Gateley H. Daniel, Pres.

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

ATTACHMENT "B"

Limited Partners

<u>NAME</u>	<u>RESIDENCE</u>	<u>PROFIT/LOSS RATIO</u>	<u>CAPITAL CONTRIBUTION</u>
J. Gilbert Smith and Frances W. Smith	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		5.4054
W. H. Melhorn <i>W. H. Melhorn</i> 573 Cypress Lake Drive Fort Myers, Florida 33907	1313 Farnsworth Parkway Fort Myers, Florida 33907		8.1081
Gatesley Daniel Corporation	2938 Cleveland Avenue Fort Myers, Florida 33901		16.2163
Don P. Lacey	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		8.1051
John D. Stortz and Nath S. Stortz	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		8.1081
David H. Duvall and Betty B. Duvall	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		5.4034
Charles E. Richards and Dorothy W. Richards	P. O. Box 1119 Sarasota, Florida 33578		10.0108
Nathaniel W. Schroeder and Betty C. Schroeder	Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		27.027
Edith K. Petersen and Lore B. Petersen	P. O. Box 35 Fort Myers Beach, Florida 33931		5.4054
Carl C. Tate and Mindy C. Tate	6221 Saint Andrews Circle Fort Myers, Florida 33907		5.4054

1008

LP 7057

SHEPPARD & WOOLSLAIR

ATTORNEYS AT LAW

22 W FIRST STREET

P O DRAWER 400

FORT MYERS, FLORIDA 33902

W A SHEPPARD 1976
JOHN A WOOLSLAIR 1900-1998
JOHN WOOLSLAIR SHEPPARD
DAVID M ANDREWS
JAY A BRETT

PLEASE REPLY ONLY TO

P O DRAWER 400
FORT MYERS, FLA 33902
PHONE (813) 334-1444

December 1, 1981

D. W. McKinnon, Director
Division of Corporations
The Capitol
Tallahassee, Fla. 32304

1982
LPAR

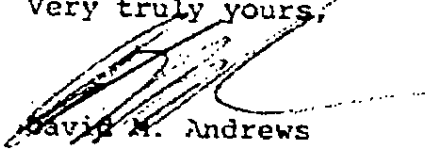
Re: Rivergrove Development, Ltd.
A07057

Dear Sir:

In accordance with your recent letter concerning the above captioned limited partnership, enclosed herewith is the completed and executed Annual Report Limited Partnership and our check in the amount of \$400 representing the annual filing fee.

If the form is in proper order, kindly file same. If you have any questions, please let me know.

Very truly yours,



David M. Andrews

rh
Encs. (check)

1982

12-8
20

C. TAX	_____
FILING	400.00
REGENT FEE	_____
C. COPY	_____
TOTAL	400.00
N. BANK	_____
BALANCE DUE	_____
REFUND	_____

ANNUAL REPORT LIMITED PARTNERSHIP

FILED

DEC 3 11 51 AM '81

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership RIVERGROVE DEVELOPMENT, LTD.

Principal Place of Business 1700 Medical Lane, Fort Myers, Fla. 33907

Amount of Invested Capital \$100,000.00

Date Formed November 20, 1978

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Gateley Daniel Corp. 1700 Medical Lane, Ft. Myers, Fla. 33907

LIMITED:

ADDRESS:

See Schedule Attached hereto.

General Nature of Business Development

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief:

RIVERGROVE DEVELOPMENT, LTD.
BY: GATELEY DANIEL CORP., General Partner

By *Gateley Daniel*
Gateley Daniel, Pres.

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

GEORGE FIRESTONE

D. W. McKINNON, DIRECTOR
DIVISION OF CORPORATIONS

AG7057
RIVERGROVE DEVELOPMENT, LTD.
1700 MEDICAL LANE

FT. MYERS FL

33907

Under Florida law it is necessary that your limited partnership file an Annual Report and pay the filing fee on or before January 1, in order to receive from this office a "Certificate of Authority" to do business during the coming calendar year.

On the reverse side of this letter is a form to be completed and returned to this office with a check to cover the filing fee. This fee is figured at the rate of \$4 a thousand on total contributions with a minimum of \$30 and a maximum of \$1000.

If the above requirements are not complied with, Chapter 620, Florida Statutes, requires the limited partnership be removed from the active files of this office and the name made available for use by any other party.

Please let us know if we may be of assistance in this matter.

Limited Partnerships

CHA 117
Rev. 1-77

FLORIDA — STATE OF THE ARTS

(OVER)

ATTACHMENT "B"

Limited Partners

<u>NAME</u>	<u>RESIDENCE</u>	<u>PROFIT/LOSS RATIO</u>	<u>CAPITAL CONTRIBUTION</u>
J. Gilbert Smith and Frances M. Smith	3 Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		5.4054
W. H. Melhorn 575 Cypress Lake Drive Fort Myers, Florida 33907	1113 Tanglewood Parkway Fort Myers, Florida 33907		3.1031
Gardley Daniel Corporation	1700 Medical Lane XXXXXX XXXXXX XXXXXX Fort Myers, Florida 33908 7		16.2163
Don P. Mergent	3 Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		6.1031
John O. Storts and Jack G. Storts	3 Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		8.1031
David M. DuWall and Machia R. DuWall	3 Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		5.4034
Charles E. Richards and Gertrude H. Richards	P. O. Box 1119 Sarasota, Florida 33575		10.0103
Walter M. Schroeder and Betty C. Schroeder	3 Lee County Bank P. O. Box 711 Fort Myers, Florida 33902		27.027
Frik K. Petersen and Lana B. Petersen	P. O. Box 35 Fort Myers Beach, Florida 33931		5.4054
Carl C. Tate and Mary C. Tate	6221 Saint Andrews Circle Fort Myers, Florida 33907		5.4054
			<u>1001</u>

Chart: # Only

LP 7057

VALIDATION ONLY

005 4908 5/24/83

005 4908 5/24/83

400.00 8
400.00 TL

Requestor's Name

SHEPPARD & WOOLLAIR

P. O. Box 400

Address

FORT MYERS, FLORIDA 33902

City

State

ZIP

Phone #

CORPORATION(S) NAME

☐ PROFIT

☐ NON-PROFIT

☐ AMENDMENT

☐ MERGER

☐ FOREIGN

☐ DISSOLUTION

☐ MARK

☐ LIMITED PARTNERSHIP

☐ ANNUAL REPORT

☐ RESERVATION

☐ REINSTATEMENT

☐ OTHER

☐ CERTIFIED COPY

☐ PHOTO COPIES

☐ CERTIFICATE UNDER SEAL

☐ WALK IN

☐ WILL WAIT

☐ PICK UP

☐ MAIL OUT

☐ CALL

☐ AFTER 4:30

Name	Availability
Document	Examiner
Updater	10m
Updater	5/24
Verifier	TA
Acknowledgment	10m
W.P. Verifier	10m

CONP 103 (8/82)

1983

MAY 26 1983

MAY 20 7 47 AM '83
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership RIVERGROVE DEVELOPMENT, LTD.
Principal Place of Business 1700 Medical Lane, Fort Myers, FL 33907
Amount of Invested Capital \$100,000.00
Date Formed November 20, 1978

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Gateley Daniel Corp. 1700 Medical Lane, Fort Myers, FL 33907

LIMITED:

ADDRESS:

See Schedule attached hereto.

FILED
MAY 20 7 47 AM '79
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

General Nature of Business Development

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

RIVERGROVE DEVELOPMENT, LTD.

By: Gateley Daniel Corp., Gen. Prtnr.

By: *Gateley N. Daniel*
Gateley N. Daniel, President

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.



FLORIDA DEPARTMENT OF STATE

George Firestone
Secretary of State

D.W. McKinnon, Director
Division of Corporations
904/488-9636

Mrs. Nettie Sims, Chief
Bureau of Corporate Records
904/488-9383

A07057
RIVERGROVE DEVELOPMENT, LTD.
1700 MEDICAL LANE

FT MYERS FL

33907

Under Florida law it is necessary that your limited partnership file an Annual Report and pay the filing fee on or before January 1, in order to receive from this office a "Certificate of Authority" to do business during the coming calendar year.

On the reverse side of this letter is a form to be completed and returned to this office with a check to cover the filing fee. This fee is figured at the rate of \$4 a thousand on total contributions with a minimum of \$30 and a maximum of \$1000.

If the above requirements are not complied with, Chapter 620, Florida Statutes, requires the limited partnership be removed from the active files of this office and the name made available for use by any other party.

Please let us know if we may be of assistance in this matter.

Limited Partnerships

RIVER GROVE**LIMITED PARTNERS**

<u>NAME</u>	<u>RESIDENCE</u>	<u>CAPITAL CONTRIBUTION</u>
J. Gilbert Smith and Frances M. Smith	Lee County Bank P.O. Box 711 Ft. Myers, FL 33902	2.7027
Gateley N. Daniel	1700 Medical Lane Ft. Myers, FL 33907	16.2163
Don P. Lazenby	Lee County Bank P.O. Box 711 Ft. Myers, FL 33902	8.1081
John D. Stortz and Ruth S. Stortz	Lee County Bank P.O. Box 711 Ft. Myers, FL 33902	8.1081
David M. DuVall and Kathie R. DuVall	Lee County Bank P.O. Box 711 Ft. Myers, FL 33902	5.4054
Charles E. Richards and Dorothy H. Richards	P.O. Box 1119 Sarasota, FL 33578	10.8108
Malcolm W. Schroeder and Betty C. Schroeder	Lee County Bank P.O. Box 711 Ft. Myers, FL 33902	27.027
Erik H. Petersen and Lana B. Petersen	P.O. Box 35 Ft. Myers Beach, FL 33931	5.4054
Carl C. Tate and Mary C. Tate	6221 Saint Andrews Circle Ft. Myers, FL 33907	5.4054
Lexie Taylor	P.O. Box 2053 Ft. Myers, FL 33902	4.054
Katherine Andrews	J. Sheppard, Custodian P.O. Box 2053 Ft. Myers, FL 33902	2.027
James Gilbert Smith II	716 Tarpon St. Ft. Myers, FL 33901	2.7027
David B. Andrews	J. Sheppard, Custodian P.O. Box 2053 Ft. Myers, FL 33902	2.0271

1001

DUE DATE ON OR BEFORE DECEMBER 31, 1983

LIMITED PARTNERSHIP
ANNUAL REPORT
1984



DEPARTMENT OF REVENUE
Treasurer
Secretary of State
DIVISION OF CORPORATIONS

FILED

DEC 30 11 27 AM '83

SECRETARY OF STATE

Read Notice and Instructions on Other Side Before Making Filing
Filing Fee Required—Make Checks Payable To: Secretary of State

<p>1 Name and Mailing Address of Limited Partnership:</p> <p>AD7057 RIVERGROVE DEVELOPMENT, LTD. 1700 MEDICAL LANE FT MYERS FL 33907</p> <p>If above address is incorrect in any way, enter the correct address in Item 2. Include Zip Code.</p>	<p>2 Enter Change of Address of Limited Partnership:</p> <p>Mailing Address</p> <p>City</p> <p>State Zip Code</p>
---	---

<p>3 Date Registered to Do Business in Florida 12/12/1978</p>	<p>4 Date of Last Report 05/20/1983</p>
--	--

<p>Amount of Invested Capital \$100,000.00*</p> <p>INVESTED CAPITAL IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE</p>
--

6

Filing fee is figured at the rate of \$4.00 per thousand on invested capital, but in no case shall the amount be less than \$30.00 nor more than \$1,000.00. Filing fee is prorated where the partnership has not been in existence twelve months prior to December 31.

For questions concerning invested capital or filing fees please call (904) 488-9840.

005 5976 1/16/83

005 5976 1/16/83

I hereby certify that the above statement is true and correct to the best of my knowledge and belief

<p>Signature of Signing General Partner GATELEY N. DANIEL</p>	<p>Date 12/29/83</p>
--	---------------------------------

<p>Printed Name of Signing General Partner GATELEY N. DANIEL</p>	<p>Title President</p>	<p>Telephone Number 813-939-5511</p>
---	-----------------------------------	---

Amount **92**

Amount **92**

BJK JAN 13 1984

BJK JAN 13 1984

GATELEY DANIEL CORPORATION

IMPORTANT

DUE DATE ON OR BEFORE JANUARY 1, 1985

LIMITED PARTNERSHIP

ANNUAL REPORT

1985



Department of State
Secretary of State
DIVISION OF CORPORATIONS

FILED
1984 DEC -4 AM 9:08
SECRET

Read Notice and Instructions on Other Side Before Making Filing
Filing Fee Required - Make Checks Payable To: Secretary of State, FLORIDA

1. Name and Mailing Address of Limited Partnership:

A07057
RIVERGROVE DEVELOPMENT, LTD.
1700 MEDICAL LANE
FT MYERS FL 33907

2. Exact Change of Address of Limited Partnership

Mailing Address

Domestic Street Address

Name

City, State, and Zip

Domestic

State

Zip Code

Updater

Director

Verifier

Accounting

W.P. V. Officer

If above address is incorrect in any way, enter the correct address
Include Zip Code

3. Date first started to do business in Florida

4. State or Country of Formation

12/12/1978

\$100,000.00*

5. Amount of Capital Contributions

CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS
CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS
OFFICE

Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$30.00 nor more than \$250.00. For questions concerning capital contributions or filing fees please call (904) 488-9840

6. Name and Street Address of each General Partner

Names of General Partners

Street Address of Each
General Partner(s)
(Do NOT Use Post Office Box Numbers)

City and State

Gateley Daniel Corp.

1700 Medical Lane

Fort Myers, Fla. 33907

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

7. IMPORTANT - THIS SECTION MUST BE COMPLETED
Has the limited partnership amended its certificate
to reflect an increase in the capital contributions
since the 1985 annual report?

YES ☐

NO ☒

7A. IMPORTANT - THIS SECTION MUST BE COMPLETED
Have all amendments been filed with this office?
If answer is NO, this report cannot be
processed until all amendments have been filed.

YES ☒

NO ☐

8. Signature of GATELEY DANIEL CORP.

By:

Date

November 30, 1984

9. Full Name of Signing General Partner

Gateley N. Daniel

Title

Pres.

Telephone Number

(813) 939-5511

STATE OF FLORIDA

COUNTY OF LEE

Gateley N. Daniel, President of GATELEY DANIEL CORP.

HEREBY DEPOSES, this day personally appeared who being duly sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct.

NOTARY PUBLIC STATE OF FLORIDA

MY COMMISSION EXPIRES ON 12-31-85

My commission expires 12/31/85

November

84

Eric Hammon

Notary Public

IMPORTANT

DUE DATE ON OR BEFORE JANUARY 1, 1986

LIMITED PARTNERSHIP
ANNUAL REPORT

1986



FLORIDA DEPARTMENT OF STATE
GASPAR, 1981-86
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED

DEC 31 3 45 PM '85

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Read Notice and Instructions on Other Side Before Making Entries
Filing Fee Required - Make Checks Payable To: Secretary of State

1. Name and Mailing Address of Limited Partnership	2. Enter Change of Address of Limited Partnership
A07257 RIVERSGROVE DEVELOPMENT, LTD. 1700 MEDICAL LANE FT MYERS FL 33907	Mailing Address
	Principal Street Address
	City
	State Zip Code

3. Date Report Due To Secretary of State in Florida 12/12/1978	4. State or County of Formation FLORIDA	Filing Fee
5. Amount of Capital Contributions \$ \$100,000.00*	Document Examiner SJK	1290 1/21/86
CAPITAL CONTRIBUTION: IS DENIED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE	Up Dater SJK	1290 1/21/86
	Up Dater Verifier NB	
	Adj. Payment NB	
6. Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case less than \$250.00 nor more than \$250.00. For questions concerning contributions or fees, please call (800) 468-9840. Please submit your 1986 Annual Report with a remittance of U.S. Dollars payable to the U.S. National Institution located in the U.S.	WP Verifier NB	

Name of General Partner(s)	Street Address of Each General Partner(s) (Do NOT Use Post Office Box Numbers)	City and State
GATELEY DANIEL CORP	1700 MEDICAL LANE	FT MYERS, FL

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

7A. IMPORTANT-THIS SECTION MUST BE COMPLETED Have all amendments been filed with this office? (Note: If answer is NO, this report cannot be processed until all amendments have been filed)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Signature of Signing General Partner <i>Gateley N. Daniel</i>	Date December 17, 1985
Name of Signing General Partner GATELEY N. DANIEL	Telephone Number 813-939-5511
Title President	

STATE OF Florida COUNTY OF Lee

I, G. N. Daniel, who being duly sworn, deposes and says that the statements contained in the foregoing Annual Report are true and correct.

WITNESS MY HAND AND SURESIGNED before me this 17th day of December, 1985.

Law Hamm
Notary Public

1985

LIMITED PARTNERSHIP
ANNUAL REPORT

1987



FLORIDA DEPARTMENT OF STATE
George F. Weisner
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED

1987 MAR -3 PM 3:10

Read Instructions on Other Side Before Making Entries
Filing Fee Required — Make Checks Payable To: Secretary of State

1 Name and Mailing Address of Limited Partnership

A07057
RJVERGROVE DEVELOPMENT, LTD.
1700 MEDICAL LANE
FT. MYERS, FL 33907

2 Enter change of Address of Limited Partnership

Mailing Address

Principal Street Address

City

State

Zip Code

If second address is required in any way, enter the address in item 2, include Zip Code

3 Registered To Do Business in Florida
12/12/1978

4 State or Country of Formation

For Office Use Only

5 Amount of Capital Contributions \$ 100,000.00*

CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS ONLY AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE

* Fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, and in no case shall the amount be less than \$30.00 nor more than \$250.00. For questions concerning capital contributions or filing this phrase (call 224) 487 6050. Please refer to 1987 Annual Report and a certificate of U.S. Dollars payable at par at a financial institution located in the U.S.

Doc. No.

Date

Update (if any)

Address (if any)

City

State

Filing Fee

6 Name and Business Address of each General Partner

Name of General Partner(s)

Address of each General Partner(s)
(Do NOT use Post Office Box Number)

City and State

GATELEY DANIEL CORPORATION

1700 MEDICAL LANE

FORT MYERS, FL 33907

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

REGISTERED AGENT INFORMATION

Gateley Daniel

1700 Medical Lane

Ft. Myers, FL

33907

Number Assigned to the agent by the Department of State for identification with each report for the company in Chapter 622 F.S.

SIGNATURE

(The Registered Agent's Signature)

DATE

EFFECTIVE JANUARY 1, 1987, A REGISTERED AGENT AND AN ADDITIONAL FEE OF \$3 IS REQUIRED

7 IF ANY PART OF THIS SECTION MUST BE COMPLETED
YES NO

8 IF ANY PART OF THIS SECTION MUST BE COMPLETED
YES NO

GATELEY N. DANIEL

PRESIDENT

March 2, 1987

813-939-5511

STATE OF Florida

COUNTY OF Lee

Signature of the Registered Agent: Gateley N. Daniel

2nd

March

87

LIMITED PARTNERSHIP
ANNUAL REPORT
1988



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED

OCT 12 8 55 AM '87

Read Instructions on Other Side Before Making Entries
Filing Fee Required — Make Checks Payable To: Department of State

<p>1. Name and Mailing Address of Limited Partnership</p> <p>A07057 RIVERGROVE DEVELOPMENT, LTD. 1700 MEDICAL LANE FT MYERS FL 33907</p> <p><small>* Above address is reported in any year; enter the address as soon as possible. Zip Code</small></p>	<p>2. Enter change of Address of Limited Partnership</p> <p>Mailing Address</p> <p>Principal Street Address</p> <p>City</p> <p>State Zip Code</p>
---	---

<p>3. Date Registered To Do Business in Florida</p> <p>12/12/1978</p>	<p>4. State or Country of Partnership</p> <p>FLORIDA</p>
<p>5. Capital Contribution</p> <p>Amount of Capital Contribution \$ 100,000.00</p> <p>CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY MADE OR LAST AMENDED WITH THIS OFFICE</p>	
<p>6. <small>Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$30.00 nor more than \$750.00. For questions concerning capital contributions or filing fees, please call (813) 605-0050. Please submit your 1988 Annual Report with a remittance of U.S. Dollars payable in full at a financial institution located in the U.S.</small></p>	

FOR FISCAL USE ONLY

10/15/87 00045 010
LIMITED PARTNERSHIPS\AR'S \$
LTD PARTNERSHIP 250.00
=====

TOTAL 250.00

7. Name and Business Address of each General Partner		
Name of General Partnership	Address of Each General Partner(s) (Do NOT Use Post Office Box Numbers)	City and State
GATELEY DANIEL CORP.	1700 MEDICAL LANE	FT MYERS, FL

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

REGISTERED AGENT INFORMATION		OFFICE USE ONLY
<p>8. Name and Address of Registered Agent</p> <p>DANIEL, GATELEY</p> <p>1700 MEDICAL LANE</p> <p>FT MYERS, FL 33907</p>		<p>Document Examiner</p> <p>LT</p> <p>Updater</p> <p>LT</p> <p>Updater Verifier</p> <p>LT</p> <p>Filing Fee</p>
<p>Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.</p>		

<p>9. Signature of Gateley N. Daniel</p> <p>Gateley N. Daniel</p>	<p>Title</p> <p>President</p>	<p>Date</p> <p>October 6, 1987</p> <p>Telephone (Area)</p> <p>813-939-5511</p>
---	-------------------------------	--

STATE OF Florida

COUNTY OF Lee

I, Gateley N. Daniel, do hereby certify that the foregoing is a true and correct copy of the 1988 Annual Report of the Limited Partnership of Gateley N. Daniel, as filed with the Department of State.

Witness my hand and the Seal of the Department of State this 6th day of October, 1987.

Eric Hamm

STATE OF FLORIDA

File Now! Due on or before January 1, 1989

LIMITED PARTNERSHIP
ANNUAL REPORT
1989



FLORIDA DEPARTMENT OF STATE
JIM SMITH
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

Dec 16 11 37 PM '88
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Read Instructions on Other Side Before Making Entries
Filing Fee Required—Make Checks Payable To: Department of State

1. Name and Mailing Address of Limited Partnership A07057 RIVERGROVE DEVELOPMENT, LTD. 1700 MEDICAL LANE FT MYERS FL 33907		2. Enter Change of Address of Limited Partnership Mailing Address Physical Street Address City State Zip Code	
3. Date Registered to Do Business in Florida 12/12/1978		4. State in Country of Formation FLORIDA	
5. Authorized Capital Contributions as Shown on Record \$100,000.00		6. Actual Amount of Capital Contributions \$100,000.00	
<small>Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTIONS but in no case shall the amount be less than \$10.00 nor more than \$250.00. For questions concerning capital contributions or filing fees please call (800) 447-5627. Please include your 1989 Annual Report with a remittance of U.S. Dollars payable to per of a financial institution located in the U.S.</small>			

FOR FISCAL USE ONLY

7. Name and Business Address of Each General Partner		
8. Name of General Partner(s)	9. Address of Each General Partner(s) <small>(Do NOT Use Post Office Box Numbers)</small>	10. City, State and Zip Code
GATELEY DANIEL CORP	1700 MEDICAL LANE	FT MYERS, FL

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

REGISTERED AGENT INFORMATION

OFFICE USE ONLY

11. Name and Address of Registered Agent DANIEL, GATELEY 1700 MEDICAL LANE FT. MYERS, FLA.		12. Office Use Only Date 24 12/16/85 Filing Fee 3390700000
--	--	--

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

13. Signature of Registered Agent <i>Gateley N. Daniel</i>		14. Date October 5, 1988
15. Name and Title of Registered Agent Gateley N. Daniel President, Gateley Daniel Corp.		16. Telephone Number 813-939-5511

17. State of Florida	18. County of Lee
19. I hereby declare that the foregoing is a true and correct copy of the information contained in the foregoing Annual Report and that I am a resident of the State of Florida. Gateley N. Daniel	
20. I hereby declare that the foregoing is a true and correct copy of the information contained in the foregoing Annual Report and that I am a resident of the State of Florida. Eric Hamm	

IMPRINTED STATE OF FLORIDA
BY COMMISSIONER FOR JUNE 15, 1988
POWER OF ATTORNEY

File Now! Due on or before January 1, 1990

LIMITED PARTNERSHIP
ANNUAL REPORT

1990



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

DEC 10 1989

Read Instructions on Other Side Before Making Entries
Filing Fee Required - Make Checks Payable To: Department of State

A07057
RIVERGROVE DEVELOPMENT, LTD.
1700 MEDICAL LANE
FT MYERS FL 33907

State of Florida
County of Lee
City of Ft. Myers
State of Florida
County of Lee
City of Ft. Myers

FOR FISCAL USE ONLY

12/12/1978
FLORIDA
\$100,000.00 \$100,000.00

These amounts are subject to change if the partnership is not in compliance with the provisions of the Florida Partnership Act, Chapter 620, F.S.

59-1865856

GATELEY DANIEL CORP.

1700 MEDICAL LANE

FT MYERS, FL

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

REGISTERED AGENT INFORMATION

OFFICE USE ONLY

DANIEL, GATELEY
1700 MEDICAL LANE
ST. MYERS, FLA. 33907-0000

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

Gateley N. Daniel

Dec. 4, 1989

Gateley N. Daniel
President,
Gateley Daniel Corporation 813-939-5511

Florida

Lee

Gateley N. Daniel

4th

December

89

Eric Harmon

NOTICE: This form is subject to change without notice. The Department of State is not responsible for the accuracy of the information provided on this form.

File Now! Due on or before January 1, 1991

LIMITED PARTNERSHIP
ANNUAL REPORT

1991



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED

FEB 14 AM 10:22

STATE
TALLAHASSEE, FLORIDA

Read Instructions on Other Side Before Making Entries. Filing Fee Required - Make Checks Payable To: Department of State

1. Name and Mailing Address of Limited Partnership

A07057
RIVERGROVE DEVELOPMENT, LTD.
1700 MEDICAL LANE
FT MYERS FL 33907

If above address is incorrect in any way, enter the address
in item 2, include Zip Code

2. Enter Change of Address of Limited Partnership
Mailing Address

Principal Street Address

City

State

Zip Code

FOR FISCAL USE ONLY

3. Date Registered to Do Business in Florida

12/12/1978

4. State or Country of Formation

FLORIDA

5a. Anticipated Capital Contributions as Shown on Record

\$100,000.00

5b. Actual Amount of Capital Contributions

6. Filing fee is figured at the rate of \$7.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$52.50 nor more than \$437.50. For questions concerning capital contributions or filing fees please call (804) 487-6066. Please submit your 1991 Annual Report with a remittance of U.S. Dollars payable to the State of Florida, Department of State, Tallahassee, Florida.

7. Federal Employer Identification Number

59-1865856

8

FBI Number Applied For
FBI Number Not Applicable

\$6.75 Additional Fee required
for a Certificate of Status

CERTIFICATE OF STATUS DESIRED

Name and Business Address of Each General Partner

Names of General Partner(s)

Address of Each General Partner(s)
(Do NOT Use Post Office Box Numbers)

City and State

GATELEY DANIEL CORP

1700 MEDICAL LANE

FT MYERS, FL

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

REGISTERED AGENT INFORMATION

10. Name and Address of Current Registered Agent

DANIEL, GATELEY
1700 MEDICAL LANE
FT. MYERS, FLA. 33907

11. Name and Address of New Registered Agent

Name

Street Address 1 (Do NOT Use P.O. Box Number)

Street Address 2 (Do NOT Use P.O. Box Number)

City and State

FL

Zip Code

12. Pursuant to the provisions of Sections 620.1051 and 620.1052, Florida Statutes, the above named Limited Partnership was organized or registered under the laws of the State of Florida, subject to the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its General Partner(s).

I hereby accept the appointment of registered agent, I am familiar with and accept the obligations of Section 620.1052, F.S.

SIGNATURE (Registered Agent Accepting Appointment)

DATE

13. I hereby certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal force as if made under oath. I further certify that I am (Initial and Last Name) Partnership or the partner or trustee empowered to execute this report as required by Chapter 620, F.S.

SIGNATURE

Ene Hamm

DATE

2-8-91

Last Name of General Partner Signing Form

Ene Hamm, Pres., Gateley Daniel Corp.

Telephone Number

813-939-5511

STATE OF

Florida

COUNTY OF

Lee

BEFORE ME, this day personally

Notary Public
STATE OF FLORIDA
My Comm Exp 7/23/94
BONDED

who being duly sworn and says that the statements contained in the foregoing annual report are true and

Sd

TRAVEL

Signature

21