

1201 HAYS STREET
TALLAHASSEE, FL 32301
904-222-9171

800-342-8086

A95000 001221



networks

PRENTICE HALL
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 660165 86560A

AUTHORIZATION :

COST LIMIT : * PPD

ORDER DATE : August 15, 1995

ORDER TIME : 3:59 PM

ORDER NO. : 660165

CUSTOMER NO: 86560A

CUSTOMER: Thomas P. Hall, Esq
THOMAS P. HALL, PA

3443-d Tamiami Trail

Port Charlotte, FL 33952-8101

C. TAX -----
FILING ----- \$1,750.00
R. AGENT FEE ----- 35.00
C. COPY ----- 52.50
TOTAL ----- \$1,837.50
N. BANK -----
BALANCE DUE -----
OFFIND -----

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 AUG 16 AM 10:23

DOMESTIC FILING

NAME: LDP ENTERPRISES, LTD.

ARTICLES OF INCORPORATION

XX CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jennifer Moran

EXAMINER'S INITIALS:

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DIVISION OF CORPORATIONS

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***1837.50 ***1837.50

BK

**CERTIFICATE OF LIMITED PARTNERSHIP OF
LDP ENTERPRISES, LTD.**

THIS CERTIFICATE OF LIMITED PARTNERSHIP is filed pursuant Section 620.108 of the Florida Statutes by Louis D. Puariea, as general partner of LDP Enterprises, Ltd., a Florida limited partnership. The general partner states as follows:

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1. Name of Partnership. The name of the partnership is LDP Enterprises, Ltd. All activities and business of the partnership will be conducted under this name.

2. Agent for Service of Process. Thomas P. Hall, whose business address is Thomas P. Hall, P.A., 3443F Tamiami Trail, Port Charlotte, Florida 33952-8101 is the partnership's agent for service of process.

3. General Partner. The general partner of this partnership is Louis D. Puariea. The general partner's mailing address is 26373 Madagascar, Punta Gorda, FL 33983. Upon his incapacitation, resignation or death, Sharon Rose Puariea and Cynthia Jean Miller will be general partners. If Sharon Rose Puariea is or becomes deceased or incapacitated, then Nancy Lynn Birchfield will be a general partner, instead.

4. Principal Place of Business and Mailing Address of Partnership. The principal place of business of the partnership will be located at 26373 Madagascar, Punta Gorda, FL 33983, or as such other place as the general partner may hereafter designate. The partnership's mailing address is P.O. Box 5055, Port Charlotte, Florida 33949.

5. Latest Date Upon Which Partnership Is To Dissolve. The latest date upon which the partnership is to dissolve is July 31, 2020.

6. Partnership Purpose. The purpose of this partnership is to:

- A. hold the shares of Slender Life Health Centers Inc. and such other closely-held companies as the partners may hereafter contribute to the capital of the partnership, and vote the same for the election of directors and such other matters as may periodically come before the shareholders of such corporations;
- B. invest and re-invest the dividends and other distributions paid on such shares in stocks, bonds and other marketables securities;
- C. accept, hold, maintain, improve, lease, sell, exchange or otherwise dispose of any real property

that the partners may contribute to the capital of the partnership;

- D. acquire, hold, maintain, improve, develop, operate, lease, sell, exchange or otherwise dispose of any parcels of real property, or interests in real property, located in such places, within or outside the state of Florida, as the general partner may hereafter decide; and
- E. all activities related or incidental thereto.

7. Management and Control of Partnership. The business and affairs of the partnership will be controlled and managed exclusively by the general partner.

8. Limited Liability. No limited partner is personally liable either to the partnership, to any other partner, or to any creditor of the partnership for any expenses, debts, liabilities or other obligations of the partnership.

9. Limitation Upon Authority of the Limited Partners. The limited partners are not entitled to take part in the management, conduct or control of the partnership's business, and they have no right or authority to act for or bind the partnership.

10. Rights of the Limited Partners. The limited partners have all rights conferred upon limited partners by the Florida Revised Uniform Limited Partnership Act (1986). In addition, the limited partners may vote upon:

- A. removal of the general partner;
- B. election of a successor general partner;
- C. the sale of all or substantially all of the partnership property in a single sale or multiple sales occurring during a single twelve-month period;
- D. amendments to the partnership agreement; and
- E. the dissolution of the partnership prior to July 31, 2020.

11. Voting Rights of Limited Partners. With respect to the foregoing matters, each limited partner will be entitled to cast as many votes as (s)he holds units in the partnership.

12. Assignment of Units Permitted. In accordance with section 620.152(1)(a) of the Florida Revised Uniform Limited Partnership Act (1986), but subject to the restrictions contained in sections 19 and 20 of this Certificate, a limited partner may assign his/her units in the partnership at any time.

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13. **Recognition of Assignee.** The partnership will recognize any assignment of a partner's units until such time as a written and acknowledged instrument of assignment has been received by the general partner, approved by counsel for the partnership, and recorded on the books of the partnership. Until that time, both the partnership and the general partner are required to recognize as owner of such units the partner in whose name the units are registered on the books and records of the partnership. Neither the partnership nor the general partner will incur any liability for a distribution of Distributable Partnership Cash to the limited partner in whose name such units are registered.

Assignments will be recognized by the limited partnership as of the first day of the calendar month following receipt by the partnership of the written instrument of assignment. At that time, the assignor will cease to be a partner and will cease to have the power to exercise any rights or powers otherwise possessed by the partners of the partnership.

14. **Payment of Distributable Partnership Cash and Partnership Allocations Where Units Have Been Assigned.** Distributions of Distributable Partnership Cash will be made to, and items of income, gain, loss, deduction and credit of the partnership will be divided between, the assignor and the assignee of units in this partnership according to their agreement. In the absence of an agreement, items of partnership income, gain, loss, deduction and credit will be allocated in the manner set forth in sections 7.07 of the limited partnership agreement and section 13 of this Certificate. Distributable Partnership Cash will be distributed to the person to whom the correlative item of income or gain is allocated.

15. **Right of Assignee to Become Limited Partner.** No assignee of any units in this partnership has the right to become a limited partner in place of his/her assignor unless each of the following conditions is satisfied:

- A. a fully-executed and acknowledged written instrument of assignment has been submitted to the general partner as required by section 13 of this Certificate;
- B. the instrument of assignment specifically sets forth the intention of the assignor that the assignee become a limited partner in his/her place;
- C. the assignor and assignee submit such opinions of counsel (see section 19), and execute and acknowledge such other instruments as the general partner may deem necessary and desirable to effect the assignee's admission, including a written acceptance by the assignee of the provisions of this agreement, and his/her execution,

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acknowledgement and delivery to the general partner of a power of attorney, the form and content of which are fully described in Article Seventeen of the Limited Partnership Agreement;

- D. the assignee executes an appropriate agreement promising to comply with all restrictions imposed by federal and Florida securities law;
- E. the costs referred to in section 16, below, have been paid to the partnership;
- F. this Certificate has been amended to reflect the admission of a limited partner; and
- G. (1) the general partner has consented to the admission, in writing; or
(2) all other partners consent.

The general partner may refuse to consent to the admission of any assignee as a limited partner, with or without cause. By signing the Agreement of Limited Partnership and the special power of attorney described in Article Seventeen thereof, each limited partner is deemed to have consented to any admission of limited partners approved by the general partner.

16. Costs of Assignment. An assignee is required to pay all reasonable expenses incurred by the partnership in connection with the assignee's admission as a limited partner, including, but not limited to, the cost of the preparation and filing of any amendment to this Certificate that may be necessary under Florida law and the preparation and filing of any notice which must be filed with the United States Securities and Exchange Commission or the Division of Securities of the Florida Department of Banking and Finance.

17. Rights of Assignees Who Become Limited Partners. An assignee who has become a limited partner has all the rights and powers, and is subject to all the restrictions and liabilities of the assignor. However, an assignee is not obligated for liabilities which are unknown to the assignee at the time (s)he became a limited partner and which could not be ascertained from the partnership agreement. But an assignee who becomes a limited partner is liable for the obligations of his/her assignor to return capital contributions to the extent indicated in section 8.03 of the limited partnership agreement.

18. Rights of Assignees Not Accepted As Limited Partners. An assignee of any unit(s) in this partnership who is not admitted as a limited partner has no right to:

- A. require any information or accounting of the partnership's transactions;

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- B. inspect the partnership's books; or
- C. vote on any of the matters as to which a limited partner would otherwise be entitled to vote.

Such an assignee is only entitled to receive allocations of items of partnership income, gain, loss, deduction and credits as provided in Article Seven of the limited partnership agreement; to receive distributions of Distributable Partnership Cash as provided in Article Eight of the limited partnership agreement; to distributions made on dissolution and liquidation of the partnership as provided in Article Fourteen of the limited partnership agreement; and to receive a Schedule K-1 reporting the amount of income, gains, losses, deduction and credits to which the assignee is entitled because of his/her ownership of units in the partnership.

19. Assignment of Units Restricted and Prohibited Unless Conditions Of This Section Are Satisfied. A limited partner is not permitted to assign or otherwise transfer units in the partnership unless the assignment or transfer is in compliance with this section or if the assignment or transfer, in the opinion of counsel for the partnership, will:

- A. cause a violation of any law or regulation or require the registration of this limited partnership with the United States Securities and Exchange Commission, the Division of Securities of the Department of Banking and Finance of the State of Florida, or any other state or federal agency;
- B. result in a close of the partnership's taxable year with respect to all partners;
- C. result in termination of the partnership within the meaning of section 708(b) of the Internal Revenue Code of 1986, as amended; or
- D. result in the termination of its status as a partnership under the Internal Revenue Code, the regulations promulgated thereunder, and judicial decisions rendered with respect to the classification of organizations as partnerships.

In view of the foregoing, the general partner has the right to require an opinion of the partnership's counsel, counsel for the assigning limited partner or counsel for the assignee, or any combination of the three, that such an assignment or transfer is in compliance with this agreement and does not violate any federal or state securities laws or regulations, nor will result in any detriment to the partners in the manner described in subparagraphs B through D of this section, above. Any attempted assignment or transfer not in compliance with this section is void.

20. Right of First Refusal. The partnership has a right of first refusal in all units of interest in this partnership. This right of first refusal applies not only to the voluntary sale or transfer of units of interest in this partnership, but to an involuntary sale or transfer, as well. For purposes of the preceding sentence, the term "involuntary sale or transfer" includes the sale, transfer, or other disposition of units incident to, in connection with, or as the result of:

- A. voluntary or involuntary bankruptcy proceedings;
- B. a partner's assignment for the benefit of her/his creditors;
- C. judicial or creditors' sale;
- D. a decree of divorce, judgment of dissolution of marriage, judgment of separate maintenance, or marital settlement or separation agreement; or
- E. any proceeding is instituted by or with a partner's consent or acquiescence for the purpose of effecting a composition between him/her and her/his creditors pursuant to any federal or state statute now or hereafter enacted if the claims of such creditors are under any circumstances payable from the partner's assets, including units of interest in this partnership.

With respect to voluntary sales and transfers, each limited partner is obliged to offer his/her units to the partnership before selling or assigning units owned by him/her in this partnership. The partnership will have the right, exercisable for a period of 30 days following the offer, to purchase the units at the price and on the same terms and conditions as made in any bona fide offer made or received by the assigning partner.

With respect to involuntary sales or transfers, the partnership's right of first refusal is exercisable for a period of 30 days following the partnership's receipt of the involuntary transferee's written request for re-registration of the units on the books and records of the partnership.

21. Transfers Between Related Parties. Transfers between related partners are permitted provided they are in conformity with the terms and provisions of sections 12 through 20, above. The foregoing right of first refusal will not apply to any such related party transfers.

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22. Assignments of Legal Representative of Limited Partner on Death or Incapacity. Upon the death or incapacity of an individual who is a limited partner, his/her legal representative has all of the partner's rights for purposes of settling and managing his/her estate. Specifically, such legal representative has the power to designate the affected limited partner possessed to designate an assignee of his/her units as a limited partner. No legal representative has any right, however, to become a limited partner in place of the affected limited partner unless the requirements otherwise imposed under sections 12 through 20, above, are first met. Nonetheless, the successor trustee of any revocable living trust that may at any time hold units in the partnership will be recognized as a limited partner hereof since units held by the trustee of any such trust are at all times held by the trustee for and on behalf of the trust.

23. Assignments by General Partner. The general partner may not assign or otherwise transfer his units of interest in the partnership except to any successor general partner who may be elected by the limited partners on the resignation, removal, insolvency or death of the general partner. For purposes of this section, the term "legal representative" refers to the personal representative of a deceased limited partner's probate estate; the successor trustee of a limited partner's revocable living trust; a limited partner's duly-appointed guardian or conservator; or the attorney-in-fact named by a limited partner in his/her durable power of attorney.

24. Pledge of Units as Collateral. Pledge or encumbrance of units in this partnership as collateral or security for the obligations of any partner, or others, is prohibited unless the general partner consents thereto and an opinion of counsel to the partnership is obtained stating that no violation of federal or Florida securities law will result therefrom.

IN WITNESS WHEREOF, this Certificate of Limited Partnership is signed this 10th day of August, 1995 by Louis D. Puariea, as general partner of LDP Enterprises, Ltd.

By: 
Louis D. Puariea, General
Partner

**AFFIDAVIT DECLARING AMOUNT OF CAPITAL CONTRIBUTIONS
TO LDP ENTERPRISES, LTD.**

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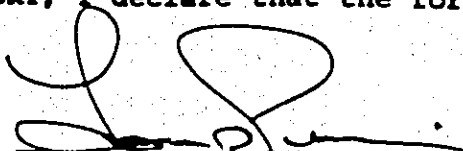
STATE OF FLORIDA)
)
COUNTY OF CHARLOTTE)

BEFORE ME, the undersigned authority, personally appeared Louis D. Puariea, who has produced his Florida Driver's License as identification. After being duly sworn, he deposes and states:

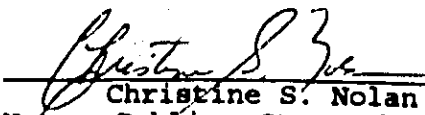
1. My name is Louis D. Puariea.
2. I am the general partner of LDP Enterprises, Ltd., a Florida limited partnership.
3. The partners have made the following contributions to the capital of the partnership:
 - A. The general partner, Louis D. Puariea, has contributed or anticipates contributing 100 shares of the voting common stock of Slender Life Health Centers, Inc., a Florida corporation, which have an aggregate value of \$75,000; and
 - B. The limited partners, Louis D. Puariea, as trustee of the Louis D. Puariea Revocable Trust dated August 10, 1995, an inter vivos trust formed and existing pursuant to section 689.075 of the Florida Statutes, has contributed or anticipates contributing 900 shares of the voting common stock of Slender Life Health Centers, Inc., a Florida corporation, which have an aggregate value of \$675,000.
4. No partner contemplates, is required, or can be compelled to make contributions to the capital of the partnership in excess of those specified in sections .
5. No partner is required or can be compelled to make loans to the partnership.
6. This affidavit is given pursuant to section 620.108(1) of the Florida Revised Uniform Limited Partnership Act (1986).

7. I am familiar with the nature and effect of an affidavit.

UNDER PENALTIES OF PERJURY, I declare that the foregoing is true and accurate.


Louis D. Puariea, General Partner

SWORN TO AND SUBSCRIBED BEFORE ME this 10th day of August, 1995.


Christine S. Nolan
Notary Public - State of Florida
Commission No.: CC149404

MY COMMISSION EXPIRES:
10/3/95

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Date: August 10, 1995

Limited Partnership Section
Division of Corporations
Florida Department of State
P.O. Box 6327
Tallahassee, FL 32314

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DIVISION OF CORPORATIONS
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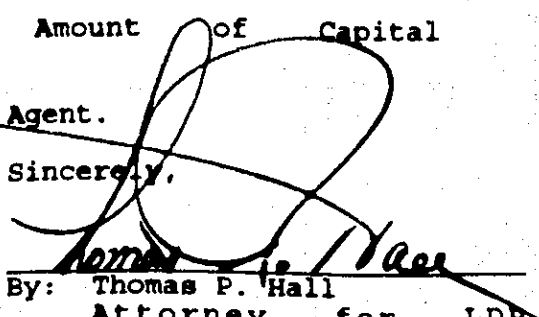
RE: PARTNERSHIP: LDP Enterprises, Ltd.
SUBJECT: Filing of Certificate of Limited Partnership
and Affidavit Declaring Amount of Capital
Contributions per FLA. STAT. §620.108
OUR FILE NO.: 1948.1

Dear Sir or Madam:

Corporation Information Services, Inc. is hereby authorized to file and deliver the documents listed below in accordance with section 620.108 of the Florida Statutes. Please certify and return two copies for the partnership's records.

1. Certificate of Limited Partnership;
2. Affidavit Declaring Amount of Capital Contributions; and
3. Acceptance of Registered Agent.

Sincerely,


By: Thomas P. Hall
Attorney for LDP
Enterprises, Ltd.

Documents submitted:

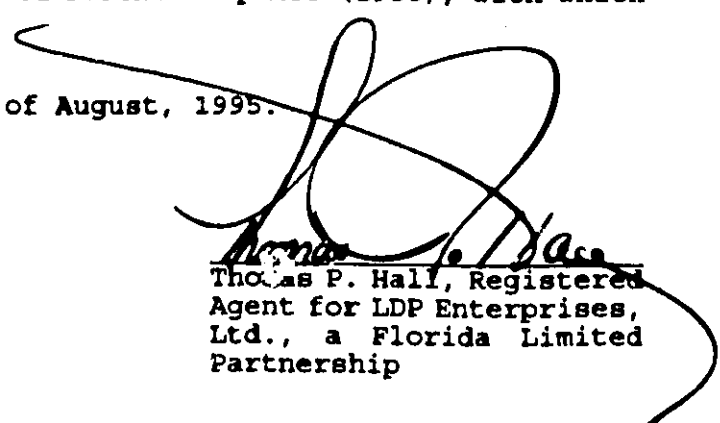
[X]	Certificate of Limited Partnership
[X]	Affidavit Declaring Amount of Capital Contributions
[X]	Acceptance of Registered Agent

**ACCEPTANCE OF REGISTERED AGENT
FOR LDP ENTERPRISES, LTD.**

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HAVING BEEN named to accept service of process for the above stated limited partnership at 3443-D Tamiami Trail, Port Charlotte, Florida 33952-8101, I hereby accept to act in this capacity, and agree to comply with the provisions of section 620.192 of the Florida Revised Uniform Limited Partnership Act (1986), with which I am familiar.

Executed this 12th day of August, 1995.


Thomas P. Hall, Registered
Agent for LDP Enterprises,
Ltd., a Florida Limited
Partnership

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
ANNUAL REPORT
1996



FLORIDA DEPARTMENT OF STATE
Sandra Mortham
Secretary of State
DIVISION OF CORPORATIONS

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE:

1. Name of Limited Partnership
LDP ENTERPRISES, LTD.

1a. DOCUMENT #
A95000001221

Mailing Address
**28373 MADAGASCAR
PUNTA GORDA FL 33983**

Principal Office Address
**28373 MADAGASCAR
PUNTA GORDA FL 33983**

2. New Mailing Address, If Applicable

Suite, Apt. #, etc. **P. O. Box 5055**

City, State & Zip **Port Charlotte, FL 33949**

2a. New Principal Office Address, If Applicable

Suite, Apt. #, etc.

City, State & Zip

If above addresses are incorrect in any way, line through the incorrect information and enter correct address in Block 2 and/or 2a

3. Date Formed or Registered to Do Business in
FLORIDA **08/16/1995**

3a. Date of Last Report

4. State or Country of Formation
FL

5a. Capital Contributions as Shown
on Record
\$675,000.00

5b. Amount of Capital Contributions in
FLORIDA to date
\$675,000.00

6. FEI Number
65-0602666

Applied For **7. CERTIFICATE OF STATUS REQUIRED**
Not Applicable

8. FEES: 1.) Filing Fee. Computed at a rate of \$7 per \$100 (or fraction thereof) on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$437.50.
2.) Supplemental Fee. \$138.75 (pursuant to section 607.193, F.S.)
THE AMOUNT DUE SHALL BE NO LESS THAN \$91.25 (\$52.50 + \$138.75) AND NO MORE THAN \$576.25 (\$437.50 + \$138.75)
Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.
MAILED CHECK PAYABLE TO FLORIDA DEPT. OF STATE.

9. Name and Address of Current Registered Agent

**THOMAS P. WALL, P.A.
3443-D TALLAHASSEE TRAIL
PORT CHARLOTTE FL 33982-6101**

10. If changed, new Registered Agent/Office

Name

Street Address (P.O. Box Number is Not Acceptable)

Suite, Apt. #, etc.

City

FL

Zip Code

10a. Pursuant to the provisions of sections 620.1051 and 620.192, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida, submits this statement for 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 620.192, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment)

DATE

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY

11. Name(s) of General Partner(s)

PUARIEA, LOUIS D

11a. Address of Each General Partner
(Do NOT Use Post Office Box Numbers)

28373 MADAGASCAR

11b. City, State & Zip Code

PUNTA GORDA FL 33983

11c. Registration/
Document Number

**400001668484
-12/22/95--01017--006
****576.25 ****200.00**

576.25

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(f), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(f) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee empowered to execute this report as required by chapter 320, Florida Statutes.

SIGNATURE

DATE

12/15/95

Typed or Printed Name of General Partner Signing Form

Louis D. Puariea, General Manager

Telephone Number **(941) 766-9792**