

A95000002005

LAW OFFICE
H. CRANSTON POPE, J.D., LL.M.

335 MAGNOLIA AVENUE
PANAMA CITY, FLORIDA 32401

(904) 784-9174

POST OFFICE BOX 12151
PANAMA CITY, FLORIDA 32401-9151

November 7, 1995

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

300001635213
-11/14/95--01048--006
***297.50 ***297.50

Re: Charles M. Novota Family Limited Partnership

Dear Sir or Madame:

Enclosed please find the original and one copy of Certificate of Limited Partnership and Acceptance of Registered Agent for the captioned Family Limited Partnership. If these documents meet with your approval, we would appreciate your filing the originals and returning a certified copy of the Certificate to us. Our check in the amount of \$297.50 is enclosed.

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

Sincerely,

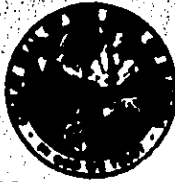

H. Cranston Pope

95 DEC 21 AM 8:40
FILED
SECRETARY OF STATE
TALLAHASSEE FLORIDA

HCP/lj

Enclosures

~~W95000022523~~
~~489 530, 636 640, 656, 677~~
overpaid \$2.10
12/22/95 a



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

November 15, 1995

H. CRANSTON POPE, J.D., LL.M.
POST OFFICE BOX 12151
PANAMA CITY, FL 32401-9151

SUBJECT: CHARLES M. NOVOTA FAMILY LIMITED PARTNERSHIP
Ref. Number: W95000022522

We have received your document for CHARLES M. NOVOTA FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$297.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective date cannot be prior to or more than 90 days after the date of filing in this office.

Pursuant to section 620.108, Florida Statutes, an affidavit declaring the amount of the capital contributions of the limited partners and the amount anticipated to be contributed by the limited partners must accompany the certificate of limited partnership. The affidavit must be signed by all general partners.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6920.

Ava Watson
Corporate Specialist

Letter Number: 495A00050465

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CHARLES M. NOVOTA FAMILY LIMITED PARTNERSHIP.

A95000002005

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55 DEC 21 PM 3:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into effective as of the date of filing with the Florida Department of State, by and among the undersigned parties:

RECITALS

A. The parties hereto have formed a limited partnership, known as the Charles M. Novota Family Limited Partnership, (the "partnership"), under and pursuant to the Uniform Limited Partnership Law of the State of Florida and other relevant laws of the State of Florida, by entering into a limited partnership agreement (the "Agreement") dated November 1, 1995.

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

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

1. The name of the partnership is the "Charles M. Novota

Family Limited Partnership *.

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

3. The principal office and place of business of the partnership shall be located at 201 East Fourth Street, Panama City, Florida 32401. The partnership may have such other or additional offices as the general partner, in his sole discretion, shall deem advisable.

4. The general partner of the partnership is Charles M. Novota, Trustee for the Charles M. Novota Revocable Trust dated August 10, 1993. On the death of Charles M. Novota, or in the event of the occurrence of any event specified in Section 11(a)(1) of the Agreement, the Class B Partners shall each become a general partner of the partnership.

5. There shall be a single class of limited partners, called class B partners. The name and address and units of partnership interest of the partners are shown on Exhibit A attached hereto and incorporated by reference herein. [All references herein to Exhibit A are references to such Exhibit A as amended and in effect from time to time.] The general partner, in his capacity as general partner, shall have the right, power and authority (without regard to the term of the partnership), acting for or on behalf of the

partnership, to sell or convey the property of the partnership (or any part thereof) and to borrow money and execute promissory notes and to renew or extend any and all such loans or notes. In no event shall any party dealing the general partner with respect to any property of the partnership be obligated to see that the terms of the Limited Partnership Agreement of the partnership (incorporated herein by this reference and hereinafter referred to as the "Agreement") have been complied with, or be obligated or privileged to inquire into any of the terms of the Agreement, and every contract, agreement, promissory note or other instrument or document executed by the general partner with respect to any property of the partnership shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and/or delivery thereof, the partnership was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of the Agreement and is binding upon the partnership and all of the partners thereof, and (iii) the general partner has been duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the partnership.

6. The term of this limited partnership commenced as of November 2, 1995; and it shall continue until December 31, 2035, and thereafter from year-to-year, unless previously terminated in accordance with the provisions of the Agreement.

7. The amount of cash or property (at its agreed value) to be contributed to the capital of the partnership by each partner is

shown in Exhibit A. Except as provided in paragraph 11 hereof, no interest or any other compensation shall be paid by the partnership to any partner with respect to his capital contribution to the partnership or his capital account in the partnership.

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

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

10. The share of profits or other compensation by way of income which each limited partner shall receive by reason of such limited partner's contribution shall be allocated and distributed to each of them in the manner set forth in Section 6 of the Agreement.

11. Except as provided in Section 8(b) and (c) of the Agreement, without the prior written consent of the general partner, no partner may assign, pledge, encumber, sell or otherwise dispose of any part of his units of partnership interest. If an

assignment of an interest in the partnership is made as provided in the Agreement, the assignee shall not become a substituted limited partner of the partnership unless (i) the assigning partner so provides in the instrument of assignment; (ii) the assignee agrees in writing to be bound by the provisions of the Agreement and of this Certificate; (iii) the general partner consents in writing; and (iv) the assignee pays to the partnership a reasonable fee to cover the costs and expenses of preparation, execution and recordation of an amendment to this Certificate and the Agreement. If all of such conditions are satisfied, the general partner shall prepare (or cause to be prepared) for recordation an amendment to this Certificate to be signed and sworn to by him, by each of the limited partners, by the assigning partner and by the assignee. Each limited partner hereby appoints the general partner as his true and lawful attorneys-in-fact, in such limited partner's name and behalf, to sign, certify under oath and acknowledge any and every such amendment and to execute whatever further instruments may be required to effect the substitution of a partner or to reflect:

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

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

or by unanimous agreement of all partners;

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

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

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

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

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

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

(a) By unanimous agreement of all partners; and

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

13. Except as set forth in Section 6 of the Agreement and in paragraph 10 hereof, no partner shall have priority over any other

partner with respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution.

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

15. Except as provided in Section 11(c)(2)(i) of the Agreement, no limited partner shall have any right to demand and

receive property, in lieu of cash, in return of his capital account.

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

Witness:

Nancy A. Buzzard
As to CHARLES M. NOVOTA,
Trustee

GENERAL PARTNER

Charles M. Novota (SEAL)
CHARLES M. NOVOTA, Trustee

Witness:

Nancy A. Buzzard
As to JOANIE S. NOVOTA

CLASS B PARTNERS

Joanie S. Novota (SEAL)
JOANIE S. NOVOTA

Nancy A. Buzzard
As to CHARLES M. NOVOTA,
Trustee

Charles M. Novota (SEAL)
CHARLES M. NOVOTA, Trustee

FILED
95 DEC 21 AM 8:40
SECRETARY OF STATE
TALLAHASSEE FLORIDA

EXHIBIT A

CHARLES M. NOVOTA FAMILY LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

AND

CERTIFICATE OF LIMITED PARTNERSHIP

FILED
9 DEC 21 AM 8:40
SECRETARY OF STATE
TALLAHASSEE FLORIDA

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Units of Partnership Interest</u>
<u>GENERAL PARTNER</u>		
CHARLES M. NOVOTA, Trustee 201 East Fourth Street Panama City, Florida 32401	\$ 300	1000
<u>Limited Partners</u>		
<u>CLASS B PARTNERS</u>		
JOANIE S. NOVOTA	\$ 1500	5000
CHARLES M. NOVOTA, Trustee	\$ 28,200	94,000
	<hr/>	<hr/>
	\$ 30,000	100,000

ACCEPTANCE OF REGISTERED AGENT

I, CHARLES M. NOVOTA, having been appointed to act as registered agent for the Charles M. Novota Family Limited Partnership, in its registered office located at 201 East Fourth Street, Panama City, Florida, hereby accept such appointment and agree to serve as registered agent in the Partnership's registered office.



CHARLES M. NOVOTA

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 1st day of November, 1995, by CHARLES M. NOVOTA, who is personally known to me and who did not take an oath.



Carol L. Johnson
Notary Public
My commission expires: 5-12-96



CHILLI JOHN
NOTARY PUBLIC
MAY 12, 1996
STATE OF FLORIDA

FILED
95 DEC 21 AM 8:40
SECRETARY OF STATE
TALLAHASSEE FLORIDA

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

FILED
95 DEC 21 AM 8:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA


The undersigned constituting all of the general partners of
CHARLES M. NOVOTA FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership, certify.

The amount of capital contributions to date of the limited partners is \$ 29,700.00.

The total amount contributed and anticipated to be contributed by the limited partners
at this time totals \$ 29,700.00.

FURTHER AFFIANT SAYETH NOT.

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

 General Partner	CHARLES M. NOVOTA	General Partner
General Partner		General Partner
General Partner		General Partner

This 14th day of DECEMBER, 19 95.

FILE ON OR BEFORE APRIL 5, 1996 TO AVOID
REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
ANNUAL REPORT
1996



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

FILED

96 MAR 19 AM 11:32

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Name of Limited Partnership

1a. DOCUMENT #
A95000002005

CHARLES M. NOVOTA FAMILY LIMITED PARTNERSHIP

DO NOT WRITE IN THIS SPACE

2. New Mailing Address, If Applicable

N/A

Suite, Apt. #, etc.

City, State & Zip

2a. New Principal Office Address, If Applicable

N/A

Suite, Apt. #, etc.

City, State & Zip

Mailing Address

201 EAST FOURTH ST.
PANAMA CITY FL 32401

Principal Office Address

201 EAST FOURTH ST.
PANAMA CITY FL 32401

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

12/21/1995

3a. Date of Last Report

N/A

4. State or Country of Formation

FL

5a. Capital Contributions as Shown
on Record

\$29,700.00

5b. Amount of Capital Contributions in
FLORIDA to date

same

6. FEI Number

X

Applied For

Not Applicable

7. CERTIFICATE OF STATUS REQUIRED

\$0.75 Additional Fee required
for a Certificate of Status

8. FEES: 1.) Filing Fee: Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5- 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 \$161.25 (\$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
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE

9. Name and Address of Current Registered Agent

NOVOTA, CHARLES M
201 EAST FOURTH ST.
PANAMA CITY FL 32401

10. If changed, new Registered Agent/Office

Name

N/A

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

Suite, Apt. #, etc.

City

500001753065

-03/21/96--01084--017

346.65 FL 346.65

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) N/A

DATE

**A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY
MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.**

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

CHARLES M. NOVOTA, TRUSTEE

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

201 EAST FOURTH ST.

11b. City, State & Zip Code

PANAMA CITY FL 32401

11c. Registration/
Document Number

AR - \$207.90
SF - \$138.75

3/20/96 a

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)(k), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(k) 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 620, Florida Statutes.

SIGNATURE

DATE

3-7-96

Typed or Printed Name of General Partner Signing Form Charles M. Novota

Telephone Number 904-230-2308

CR2E003 (1/1/95)