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A 96000000397



ACCOUNT NO. : 072100000032

REFERENCE : 864741 81327A

AUTHORIZATION :

COST LIMIT : 9 PPD

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
96 FEB 29 PM 5:17

ORDER DATE : February 29, 1996

ORDER TIME : 10:12 AM

ORDER NO. : 864741

CUSTOMER NO: 81327A

CUSTOMER: Thomas J. Thomas, Esq
THOMAS J. THOMAS, P.A.

Suite 304, Loggerhead Plaza
14155 U S Highway Number One
Juno Beach, FL 33408

J. TAX _____
FILING _____ 17.50.00
R. AGENT FEE _____ 35.00
C. COPY _____ 5.00
TOTAL _____ 187.50
N. BANK _____
BALANCE DUE _____
REMIID _____

DOMESTIC FILING

8000001733318
-03/05/96--01131--003
***1837.50 ***1837.50

NAME: THE COLBERT FAMILY PARTNERSHIP
LTD.

EFFECTIVE DATE:

ARTICLES OF INCORPORATION
XXX CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Unassigned JGS

EXAMINER'S INITIALS:

2/29/96
BK

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DIVISION OF CORPORATIONS

CERTIFICATE OF LIMITED PARTNERSHIP

Pursuant to Florida Statutes §620.108, the Undersigned General Partners hereby make, acknowledge, and file this Certificate of Limited Partnership for The Colbert Family Partnership, Ltd. hereinafter referred to as the Partnership.

1. The name of the Partnership is The Colbert Family Partnership, Ltd.

2. The mailing address and the business address of the Partnership shall be located at 511 Del Monte, Clewiston, Florida 33440, or at such other place or places as the General Partners may, from time to time, determine.

3. The agent for service of process and address of the agent for this limited partnership shall be Mary Ann Colbert Martin at 511 Del Monte, Clewiston, Florida 33440.

4. The names, mailing addresses and the business addresses of all of the General Partners are as follows:

Mary Colbert
Co-Trustee of the
Laura Belle Parker
Revocable Trust
Agreement, dated
January 30, 1996

1705 South Walnut
Paul's Valley, Oklahoma 73075

Cynthia Colbert Bozarth
Co-Trustee of the
Laura Belle Parker
Revocable Trust
Agreement, dated
January 30, 1996
1996

6529 Cahoba Drive
Fort Worth, Texas 76135

Mary Ann Martin
Co-Trustee of the
Laura Belle Parker Revocable
Trust Agreement, dated
January 30, 1996

511 Del Monte
Clewiston, Florida 33440

Mary Colbert, Individually
1705 South Walnut
Paul's Valley, Oklahoma 73075

Mary Ann Colbert Martin,
Individually
511 Del Monte
Clewiston, Florida 33440

Cynthia Colbert Bozarth,
Individually
6529 Cahoba Drive
Fort Worth, Texas 76135

An Affidavit declaring the amount of the capital contributions of the Limited Partners is attached as Exhibit "A".

5. The Partnership and the limitation of the liability of the Limited Partners shall commence when filed and continue until December 31, 2016, unless sooner terminated in accordance with the

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Agreement of Limited Partnership.

6. The initial purpose of the Partnership shall be to own, hold, build upon, maintain, sell, lease, exchange or otherwise conduct business with respect to real property and tangible or intangible personal property and to purchase, sell, own, acquire an interest of any kind and description, in any real or personal property located within or without the State of Florida; dispose of, mortgage, refinance or otherwise encumber all or any part of the aforescribed property; and to conduct such other activities as may be necessary or incidental to the foregoing, all on the terms and conditions herein set forth; or otherwise conduct business with respect thereto and to do all things reasonably incident thereto. Without limiting the foregoing, the Partnership may acquire the ownership or other interest in the stock of corporations, general or limited partnership interests or other business entity interests, may do any act or accomplish any business or investment purpose as determined by the General Partner, without any limitation or restriction whatsoever, and may alter or amend the purpose of the Partnership consistent with the provisions of the Florida Revised Uniform Limited Partnership Act.

7. The Limited Partners have contributed the property listed on Exhibit "A" to the capital of the Partnership.

8. The Limited Partners have no responsibility or liability for additional contributions to the capital of the Partnership.

9. The contribution of each Partner is to be returned upon termination of the Partnership or in accordance with the Agreement of Limited Partnership.

10. Net profits and losses of the Partnership for any year shall be allocated to Partners in accordance with the Agreement of Limited Partnership.

11. The Limited Partner can substitute an assignee as a Limited Partner in his place only in accordance with the Agreement of Limited Partnership.

12. No right is given to any Partner to admit additional Limited Partners except in accordance with the Partnership Agreement.

13. A General Partner may not substitute an entity in his place as General Partner or add another person or persons as an additional General Partner without the written approval of all other General Partners, if any, and all Limited Partners. A General Partner shall be prohibited from transferring his interests if such transfer would in any way jeopardize the limited liability of the Limited Partners or the tax status of the Partnership as a partnership.

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DIVISION OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
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In the event of the withdrawal of an individual General Partner, or the dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency of an General Partner, the Partnership shall dissolve, unless the Partnership shall be continued by all remaining General Partners succeeding to the rights and obligations of the General Partners as aforesaid. In the event of the withdrawal, death, dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency or incompetency of the last remaining General Partner, the Limited Partners may, by majority vote of the Limited Partners, within ninety (90) days after written notice of such event, elect to continue the business of the Partnership and designate a new General Partner(s) who shall consent to and accept such designation as of the date of such event. The election of such new General Partner(s) shall not be deemed a termination of the Partnership. The new General Partner(s) shall forthwith execute and record an amendment to the Certificate of Partnership to evidence the election as required by the appropriate governing law.

One General Partner under the Partnership is Mary Colbert, Co-Trustee, Mary Ann Martin, Co-Trustee, and Cynthia Colbert Bozarth Co-Trustee of the Laura Belle Parker Revocable Trust Agreement dated January 30, 1996; such Trust is amended, or if under the terms of such Trust a different or successor Trustee represents such Trust, such amendment or change of Trustee shall not be deemed a change of the General Partner hereunder, and such Trust, so amended, with its then Trustee(s), shall continue to act as the General Partner hereunder without any act or vote by any Partner permitted or required.

If by reason of transfer, succession or otherwise, there shall be at any time two or more General Partners acting as such hereunder at the same time, then a majority vote shall be required of such General Partners for Partnership matters both in the ordinary course of business and extraordinary matters, unless provided otherwise herein. If two or more General Partners are acting as such at the same time, voting percentages shall be equal to the ratio that each General Partner's capital account bears to the total capital accounts of all General Partners. Disputes shall be settled by arbitration.

14. The General Partners shall render services as the General Partners to the Partnership but in return for such services shall receive no interest in the capital contributed by Limited Partners.

In order to permit the General Partners to perform its functions and to carry out its responsibilities under this Agreement, a majority of the the General Partners shall have the authority on behalf of the Partnership to conduct any and all Partnership business including, by way of illustration, and not of limitation, the authority to establish, maintain and draw upon checking and other accounts in the name of the Partnership in such

bank or banks as a majority of the General Partners may from time to time select; negotiate, enter into and execute any and all contracts, or contracts for the operation and management of Partnership business necessary, desirable or convenient with respect to the Partnership, whether or not the term such contracts (including the renewal term, if any) shall extend beyond the date of the termination of the Partnership; execute any notification, statements, reports, returns and other filings that are necessary or desirable to be filed with any state or federal agency, commission or authority, including any state or federal securities commission; make any tax elections available to the Partnership pursuant to §1.754 and §1.743(b) of the Regulations under the Internal Revenue Code of 1986, as amended, or similar provisions of like tenor; execute, acknowledge and deliver any and all instruments which are necessary to effectuate any of the foregoing or otherwise desirable; sell, buy, exchange, dispose of, acquire, transfer, lease or otherwise alienate, or to convey title to and/or grant an option for the sale or purchase of all or any portion of the real or personal property of the Partnership, to the extent such is permitted by this Agreement including any mortgage or leasehold or other interest; lease all or any portion of such real or personal property and without limit as to the term, whether or not such term (including renewal term, if any) shall extend beyond the termination of the Partnership, whether or not the property so leased is to be occupied by the lessee, or in turn, sublet in whole or in part to others; borrow money and, as security, to mortgage, including second mortgage, or pledge all or any part of the Partnership's assets obtain replacements for any such mortgage or mortgages, and to repay in whole or in part, to refinance, recast, increase, modify, consolidate, correlate or extend any mortgage(s) or liens affecting such Partnership assets, all the foregoing at such price, rental or amount and for cash, securities or other property and upon such terms as they seem proper; place on record the title of such assets in the name or names of a nominee or nominees for the purpose of financing or any other convenience or benefit of the Partnership; subordinate the equity in Partnership assets to obligations of others; employ accountants, attorneys and other persons, firms corporations or entities, on such terms and for such compensation as they shall determine; purchase other property within the Partnership; and enlarge the Partnership purpose. The General Partners may arrange for facsimile signatures for themselves in executing any writing on behalf of the Partnership. Such powers are granted to the majority of the General Partners to assist the General Partners in carrying out the specific purposes of the Partnership and for no other purposes and the exercise of such powers shall not require the approval of the Limited Partners. If by reason of transfer, succession or otherwise, there shall be at any time two or more General Partners acting as such hereunder at the same time, then a majority vote shall be required of such General Partners for all Partnership matters.

IN WITNESS WHEREOF, the General Partners have hereunto set their hands and seals as of the 20th day of FEBRUARY, 1996

GENERAL PARTNERS:

Mary Colbert
Mary Colbert,
Individually

Mary Colbert
Mary Colbert, Co-Trustee of the
Laura Belle Parker Revocable Trust
Agreement dated January 30, 1996

Mary Ann Colbert Martin
Mary Ann Colbert Martin,
Individually

Mary Ann Martin, Co-Trustee
Mary Ann Martin, Co-Trustee of the
Laura Belle Parker Revocable
Trust Agreement dated January 30,
1996

Cynthia Colbert Bozarth
Cynthia Colbert
Bozarth, Individually

Cynthia Colbert Bozarth
Cynthia Colbert Bozarth, Co-Trustee
of the Laura Belle Parker Revocable
Trust Agreement dated January 30,
1996

STATE OF OKLAHOMA)
COUNTY OF GARVIN)

Sworn to and subscribed before me this 20th day of February, 1996, by Mary Colbert, individually and as Co-Trustee of the Laura Belle Parker Revocable Trust Agreement dated January 30, 1996, who personally appeared before me, and (check one) ✓ who is personally known to me (or, if not personally known to me) ✓ as who has produced ✓ as identification, and who did take an oath.

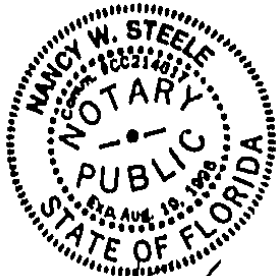
NOTARY PUBLIC:

Mary V. Hensley
Sign above and Print Name
Here: MARY V. HENSLEY
My commission number, if any, is:
518798 E4p

STATE OF Florida)
COUNTY OF Hendry)

Sworn to and subscribed before me this 20th day of February, 1996, by Mary Ann Colbert Martin, individually and as Co-

Trustee of the Laura Belle Parker Revocable Trust Agreement dated January 30, 1996, who personally appeared before me, and (check one) ✓ who is personally known to me (or, if not personally known to me) _____ who has produced _____ as identification, and who did take an oath.



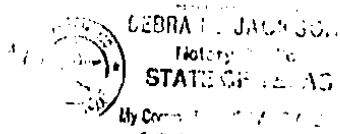
NOTARY PUBLIC:

Nancy W. Steele
Sign above and Print Name
Here: Nancy W. Steele
My commission number, if any, is: CC 214617

FILED
RECEIVED
CLERK OF DISTRICT COURT
95 FEB 29 PM 3:17

STATE OF Texas
COUNTY OF Tarrant

Sworn to and subscribed before me this 26th day of February, 1996, by Cynthia Colbert Bozarth, individually and as Co-Trustee of the Laura Belle Parker Trust Agreement dated January 30, 1996, who personally appeared before me, and (check one) ✓ who is personally known to me (or, if not personally known to me) _____ who has produced _____ as identification, and who did take an oath.



NOTARY PUBLIC:

Debra L. Jackson
Sign above and Print Name
Here: Debra L. Jackson
My commission number, if any, is: 1-18-97

STATE OF FLORIDA
DEPARTMENT OF STATE

Certificate Designating Place of Business or Domicile for the
Service of Process Within This State, Naming Agent Upon Whom
Process May be Served.

The following is submitted, in compliance with Florida
Statutes §620.105:

The Colbert Family Partnership, Ltd., is a limited partnership
organized under the laws of the State of Florida, with its
principal office at 511 Del Monte, Clewiston, Florida 33440, in
the County of Hendry, State of Florida, has named Mary Ann Martin,
511 Del Monte, Clewiston, Florida 33440, its agent to accept
service of process within this state.

ACCEPTANCE:

I agree as Resident Agent to accept Service of Process; to
keep the office open during prescribed hours; to post my name in
some conspicuous place in office as required by law.

Mary Ann Colbert Martin
Mary Ann Colbert Martin,
Registered Agent

D:\PARKER\CERTOFLP

EXHIBIT "A"

AFFIDAVIT DECLARING AMOUNT OF
CAPITAL CONTRIBUTIONS TO LIMITED PARTNERS
PURSUANT TO §620.108, FLORIDA STATUTES

FILED
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96 FEB 29 PM 5:17
CLERK OF DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

STATE OF OKLAHOMA) STATE OF FLORIDA) STATE OF TEXAS)
COUNTY OF ADKINS) COUNTY OF ALLEN) COUNTY OF ALBERT)

BEFORE ME, the undersigned authority, personally appeared Mary Colbert, Co-Trustees of the Laura Belle Parker Revocable Trust Agreement dated January 30, 1996, Mary Ann Martin, Co-Trustee of the Laura Belle Parker Revocable Trust Agreement dated January 30, 1996, and Cynthia Colbert Bozarth, Co-Trustee of the Laura Belle Parker Revocable Trust Agreement dated January 30, 1996, Mary Colbert, individually, Mary Ann Colbert Martin, individually, and Cynthia Colbert Bozarth, individually, who, being first duly sworn, depose and say:

The total agreed values of capital contributions of limited partners of The Colbert Family Partnership, Ltd. and the amount anticipated to be contributed by the limited partners thereto is as follows:

Limited Partner:

Agreed value of
Capital Contribution

Mary Colbert, Co-Trustee
Mary Ann Martin, Co-Trustee
and Cynthia Colbert Bozarth,
Co-Trustee of the Laura Belle
Parker Revocable Trust Agree-
ment dated January 30, 1996

\$ 3,000,000.00

TOTAL

\$ 3,000,000.00

FURTHER AFFIANT SAYETH NAUGHT.

GENERAL PARTNERS:

Mary Colbert
Mary Colbert, Individually
Affiant

Mary Colbert
Mary Colbert, Co-Trustee of the
Laura Belle Parker Revocable
Trust Agreement dated January
30, 1996
Affiant

Mary Ann Colbert Martin
Mary Ann Colbert Martin,
Individually, Affiant

Mary Ann Martin
Mary Ann Martin, Co-Trustee of
the Laura Belle Parker Revocable

Cynthia Colbert Bozarth
Cynthia Colbert Bozarth,
Individually
Affiant

Trust Agreement dated January
30, 1996
Affiant

Cynthia Colbert Bozarth
Cynthia Colbert Bozarth, Co-
Trustee of the Laura Belle
Parker Revocable Trust Agreement
dated January 30, 1996
Affiant

FILED
SECRETARY OF STATE
JAN 31 1996
TAMPA, FL

Sworn to and subscribed before me this 20th day of February, 1996, by Mary Colbert, individually and as Co-Trustee of the Laura Belle Parker Revocable Trust Agreement dated January 30, 1996, who personally appeared before me, and (check one) X who is personally known to me (or, if not personally known to me) _____ as _____ who has produced _____ Identification, and who did take an oath.

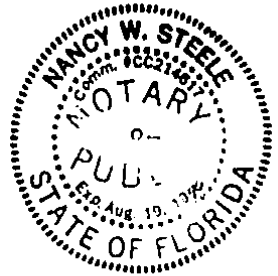
NOTARY PUBLIC:



Mary V. Hensley
Sign above and Print Name
Here: MARY V HENSLEY
My commission number, if any, is: 31518 Exp.

Sworn to and subscribed before me this 20th day of February, 1996, by Mary Ann Colbert Martin, individually and as Co-Trustee of the Laura Belle Parker Revocable Trust Agreement dated January 30, 1996, who personally appeared before me, and (check one) X who is personally known to me (or, if not personally known to me) _____ who has produced _____ as identification, and who did take an oath.

NOTARY PUBLIC:



Nancy W. Steele
Sign above and Print Name
Here: Nancy W. Steele
My commission number, if any, is: CC-314617

Sworn to and subscribed before me this 26th day of February, 1996, by Cynthia Colbert Bozarth, individually and as Co-Trustee of the Laura Belle Parker Revocable Trust Agreement dated

January 30, 1996, who personally appeared before me, and (check
one) ✓ who is personally known to me (or, if not personally
known to me) _____ who has produced
_____ as identification, and
who did take an oath.

NOTARY PUBLIC:

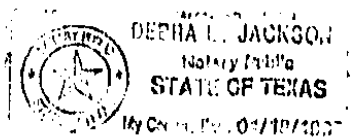
Debra L. Jackson

Sign above and Print Name

Here: Debra L. Jackson

My commission number, if any, is:

1-18-99



FILED STATE
SECRETARY OF STATE
DIVISION OF CONSUMER SERVICES
96 FEB 29 PM 5:17