

1201 HAYS STREET
TALLAHASSEE, FL 32301-2607
4-222-0171
904-222-0171 FAX

800-342-8086



A96000002344

PRESTIGE HALL
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 099778 86560A

AUTHORIZATION :

Patricia Pizito

COST LIMIT : \$ 1068.55

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 DEC 16 PM 3:44

ORDER DATE : September 26, 1996

ORDER TIME : 10:50 AM

ORDER NO. : 099778-010

CUSTOMER NO: 86560A

CUSTOMER: Ms. Chris Nolan
THOMAS P. HALL, PA

3443-d Tamiami Trail

Port Charlotte, FL 33952-8101

600002031406--2

DOMESTIC FILING

NAME: THE VAN NOORD FAMILY
PARTNERSHIP, LTD.

EFFECTIVE DATE:

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: Deborah Schroder

EXAMINER'S INITIALS:

12/16/96
DL



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

September 26, 1996

DEBORAH SCHRODER
CSC NETWORKS
TALLAHASSEE, FL

SUBJECT: VAN NOORD FAMILY PARTNERSHIP, LTD.
Ref. Number: W96000020439

RESUBMIT
Please file original
submission date as file date.

FILED - STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
SEP 26 1996 PM 3:14
Chen

We have received your document for VAN NOORD FAMILY PARTNERSHIP, LTD. and check(s) totaling \$1179.50. However, your check(s) and document are being returned for the following:

Please clarify the NAME of the Partnership in Item 1. Does it begin with the word "THE"??? Or is it just "VAN NOORD FAMILY PARTNERSHIP, LTD.?"

ALSO, the Registered Agent THOMAS P. HALL must sign a statement accepting his appointment.

ALSO, the Affidavit must state two amounts. It must state the initial contributions of the limited partners, and it must state the total anticipated limited partner contribution amount.

In reading your Affidavit, it is not clear to me that no additional contributions are anticipated beyond the \$156,000.00 Amount, and it also seems that the \$156,000.00 amount includes some General Partner contributions.

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) 487-6914.

Buck Kohr
Corporate Specialist

Letter Number: 196A00044410

RECEIVED
6 DEC 1996 PM 3:18
SIGN UP CORPORATION

**CERTIFICATE OF LIMITED PARTNERSHIP OF
THE VAN NOORD FAMILY PARTNERSHIP, LTD.**

THIS CERTIFICATE OF LIMITED PARTNERSHIP is filed pursuant Section 620.108 of the Florida Statutes by Alice Van Noord, a general partner of the Van Noord Family Partnership, Ltd., a Florida limited partnership. The general partner states as follows:

1. Name of Partnership. The name of the partnership is "The Van Noord Family Partnership, 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., 3443D 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 Alice Van Noord. Her mailing address is 23023 Seneca Avenue, Charlotte Harbor, FL 33980.

4. Successor General Partners. Upon the withdrawal, incapacitation, resignation or death of Alice Van Noord, Viola A. DeVries and Ruth Van Noord will serve as general partners. If either Viola A. DeVries or Ruth Van Noord is or becomes incapacitated, resigns or dies, then the other will serve alone. If neither Viola A. DeVries nor Ruth Van Noord is able or willing to serve as a general partner, then Laura May DeWitt will become the general partner of the partnership.

5. Principal Place of Business and Mailing Address of Partnership. The principal place of business of the partnership will be located at 23023 Seneca Avenue, Charlotte Harbor, FL 33980, or as such other place as the general partner may hereafter designate. The foregoing will also serve as the partnership's mailing address.

6. Latest Date Upon Which Partnership Is To Dissolve. The latest date upon which the partnership is to dissolve is August 31, 2021.

7. Partnership Purpose. The partnership has been formed for the primary purpose of:

- (a) holding, improving, managing, leasing, and selling parcels of unimproved real property located in Charlotte County, Texas; and
- (b) investing and re-investing the rents and net proceeds derived from sale of the partnership's real estate holdings in various stocks, bonds, and other securities.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
JAN 16 1984

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

9. 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.

10. 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.

11. 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 a general partner;
- B. election of a successor general partner at such time as no successor remains under section 5.01 of the partnership agreement (which is summarized in section 4 of this Certificate, above);
- 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 December 31, 2020.

12. 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.

13. 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 20 and 21 of this Certificate, a limited partner may assign his/her units in the partnership at any time.

14. Recognition of Assignee. The partnership will not 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

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DIVISION OF INVESTIGATION
FEDERAL BUREAU OF INVESTIGATION
JAN 11 1987
PM

- 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.

15. 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 14 of this Certificate. Distributable Partnership Cash will be distributed to the person to whom the correlative item of income or gain is allocated.

16. 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 14 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 20), 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, 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 17, 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.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
DEC 16 PM 3:44

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 partners.

17. 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.

18. 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.

19. 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;
- 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 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 receive 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.

20. 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.

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DIVISION OF SECURITIES
FILED
SECTION 708(b)

21. Right of First Refusal. The partnership has a right of first refusal in all units of interest in this partnership. Accordingly, every limited partner is obligated 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.

22. Transfers Between Related Parties. Transfers between related parties are permitted provided they are in conformity with the terms and provisions of sections 13 through 21, above. The foregoing right of first refusal will not apply to any such related party transfers.

23. 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 that 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.

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. Assignments by the General Partners. The general partners may not assign or otherwise transfer their units of interest in the partnership except to each other or any successor general partner who may be elected by the limited partners on the resignation, removal, incapacitation or death of the last general partner.

25. 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 partners consent thereto and an opinion of counsel to the partnership is obtained stating that no violation of federal or Florida securities law will result therefrom.

9 DEC 1964
DIVISION OF SECURITIES
SECRETARY OF COMMERCE
FILED

26. Pronouns. All pronouns refer to the masculine, feminine or neuter gender, as the context requires.

27. Gender. The singular or plural, as the identification of the person, corporation, firm or other entity may require. If Viola A. Devries and Ruth Van Noord are serving as general partners (due to the incapacitation, resignation, death or withdrawal of Alice Van Noord), then the words "general partners" will be substituted for "general partner" wherever the latter appears.

IN WITNESS WHEREOF, this Certificate of Limited Partnership is signed this 2nd day of September, 1996 by Alice Van Noord, as general partner of the Van Noord Family Partnership, Ltd.

THE VAN NOORD FAMILY PARTNERSHIP,
LTD., a Florida Limited Partnership

By:


Alice Van Noord, General Partner

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 DEC 16 PM 3:44

**AFFIDAVIT DECLARING AMOUNT OF CAPITAL CONTRIBUTIONS
TO THE VAN NOORD FAMILY PARTNERSHIP, LTD.**

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SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
96 DEC 16 PM 3:44

STATE OF FLORIDA)
)
COUNTY OF CHARLOTTE)

BEFORE ME, the undersigned authority, personally appeared Alice Van Noord who, first being duly sworn, depose and state:

1. My name is Alice Van Noord.
2. I am the general partner of the Van Noord Family Partnership, Ltd., a Florida limited partnership.
3. I have made an aggregate contribution of \$15,575.00 to the partnership, broken down as follows:
 - A. cash in the amount of \$475.00; plus
 - B. an undivided one-tenth (1/10th) interest in a parcel of real property, consisting of 275 acres, more or less, located in Jefferson County, Texas and which is legally described as set forth on Exhibit B, which is attached hereto and incorporated herein by this specific reference, having a value of \$15,100.00.
4. The limited partners have made an aggregate contribution to the partnership of \$140,150.00, broken down as follows:
 - A. cash in the amount of \$4,250.00; plus
 - B. an undivided nine-tenths (9/10th) interest in the real property described on Exhibit B having a value of \$135,900.00.
5. Thus, the aggregate value of the property that has been contributed by all the partners to the partnership is \$156,000.00.
6. No further contributions are required or contemplated by the limited partners.

7. This affidavit is given pursuant to section 620.108(1) of the Florida Revised Uniform Limited Partnership Act (1986).

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

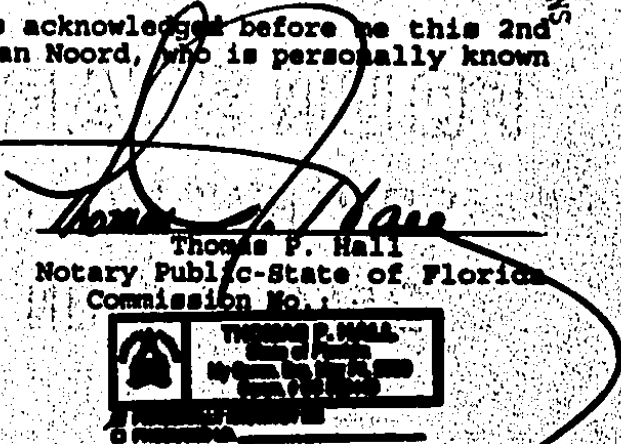
UNDER PENALTIES OF PERJURY, I declare that the foregoing is true and accurate.


Alice Van Noord

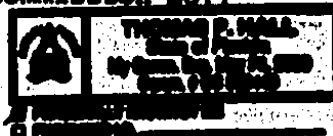
STATE OF FLORIDA)
)
COUNTY OF CHARLOTTE)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 DEC 16 PM 3:45

The foregoing instrument was acknowledged before me this 2nd day of September, 1996 by Alice Van Noord, who is personally known to me. She did not take an oath.


Thomas P. Hall
Notary Public-State of Florida
Commission No. _____

My Commission Expires: _____

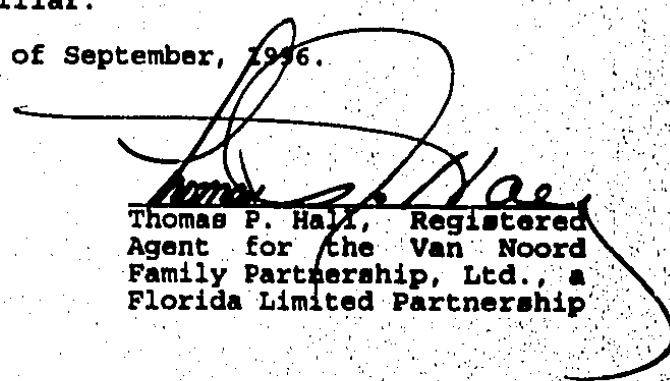


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DIVISION OF CORPORATIONS
96 DEC 16 PM 3:45

**ACCEPTANCE OF REGISTERED AGENT
FOR THE VAN NOORD FAMILY PARTNERSHIP, LTD.**

HAVING BEEN named to accept service of process for the above stated limited partnership, 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 2nd day of September, 1996.


Thomas P. Hall, Registered
Agent for the Van Noord
Family Partnership, Ltd., a
Florida Limited Partnership

A96000002344

THOMAS H. HALL
BOARD CERTIFIED IN TAX

3443-D TAMiami TRAIL
PORT CHARLOTTE, FLORIDA 33682-8101

February 5, 1997

TELEPHONE (841) 627-0003

Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

ATTENTION: Brenda Tadlock
Sr. Corporate Section Administrator

RE: PARTNERSHIP: The Van Noord Family Partnership, Ltd.
YOUR REFERENCE NO.: Letter 397A00003064
OUR FILE: 2027.10

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 FEB 17 AM 10:00

200002117852-1-8
-03/19/97--01058--002
*****52.50 *****52.50

Dear Ms. Tadlock:

Please find enclosed the 1997 Limited Partnership Annual Report (Enclosure 1), which you returned to me for correction. (Enclosure 2.) I have amended Block 5a, as you have requested.

Thank you for your assistance in this matter.

If you have any questions regarding the above, please contact me immediately.

Sincerely,

THOMAS P. HALL, P.A.

Thomas P. Hall
Attorney at Law

cn
Enclosures

cc: Viola A. DeVries
General Partner

A96-2344

Name	OK
Availability	3-18
Document Examiner	OK
Updater	OK
Updater Verifier	OK
Acknowledgement	OK
W. P. Verifier	OK



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

February 17, 1997

THE VAN NOORD FAMILY PARTNERSHIP, LTD.
23023 SENECA AVENUE
CHARLOTTE HARBOR, FL 33980

SUBJECT: THE VAN NOORD FAMILY PARTNERSHIP, LTD.
Ref. Number: A96000002344

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 MAR 17 AM 10:00

We have received your document for THE VAN NOORD FAMILY PARTNERSHIP, LTD. and check(s) totaling \$191.25. However, your check(s) and document are being returned for the following:

Attached is a computer printout for your partnership which shows the general partner(s) according to our records. Your annual report must list the same partners as shown on the printout. To change the partner(s), an amendment must be filed and the appropriate filing fee submitted in accordance with chapter 620, Florida Statutes.

Please return your document, along with a copy of this letter, within 30 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6051.

Thomas P. Hall, P. A.

Attorney and Counselor at Law

THOMAS P. HALL
BOARD CERTIFIED IN TAX

March 13, 1997

3443-D TAMiami TRAIL
PORT CHARLOTTE, FLORIDA 33962-8101

TELEPHONE (941) 627-0003

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

RE: PARTNERSHIP: The Van Noord Family Partnership,
DOCUMENT NO.: A96000002344
OUR FILE: 2027.10

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 MAR 17 PM 10:00

To Whom This May Concern:

Please find enclosed the following:

1. copy of your letter dated February 17, 1997;
2. Limited Partnership Annual Report, which you returned with your letter;
3. check made payable to the Florida Department of State in the amount of \$191.25, in payment of the annual filing fee owed by the partnership for 1997;
4. Certificate of Amendment to the Certificate of Limited Partnership of The Van Noord Family Partnership, Ltd.; and
5. a check made payable to the Florida Department of State in the amount of \$52.50, in payment of the filing fee per the amendment.

Thank you for your assistance in this matter.

Please telephone me immediately if you have any questions or need further information regarding the above.

Sincerely,

THOMAS P. HALL, P.A.

Thomas P. Hall
Attorney at Law

cn
cc: Viola A. DeVries
Ruth Van Noord,
General Partners

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

97 MAR 17 AM 10:00

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF LIMITED PARTNERSHIP OF
THE VAN NOORD FAMILY PARTNERSHIP, LTD.**

The Van Noord Family Partnership, Ltd., a Florida limited partnership, whose certificate was filed with the Florida Department of State on December 16, 1996, adopts the following Certificate of Amendment to its Certificate of Limited Partnership on this 13th day of March, 1997 in accordance with section 620.109 of the Florida Statutes:

1 **Amendment.** The original general partner of this partnership was Alice Van Noord, whose mailing address was 23023 Seneca Avenue, Charlotte Harbor, FL 33980. Alice Van Noord died on December 11, 1996.

Under and by virtue of section 5.02 of the limited partnership agreement, Viola A. DeVries and Ruth Van Noord now serve as general partners. If either Viola A. DeVries or Ruth Van Noord hereafter becomes incapacitated, resigns or dies, then the other will serve alone. If Viola A. DeVries and Ruth Van Noord should both become incapacitated, resign or die, then Laura May DeWitt will become the general partner of the partnership.

Sections 2 and 3 of the partnership's Certificate of Limited Partnership is amended accordingly.

2. **Effective Date.** This certificate of amendment shall be effective at the time of its filing with the Florida Department of State.

IN WITNESS WHEREOF, this Certificate of Amendment to the Certificate of Limited Partnership of The Van Noord Family Partnership, Ltd. is signed this 13th day of March, 1997 by Viola DeVries and Ruth Van Noord, as general partners of The Van Noord Family Partnership, Ltd.

THE VAN NOORD FAMILY PARTNERSHIP,
LTD., a Florida Limited Partnership

By: Viola DeVries
Viola DeVries, General Partner

By: Ruth Van Noord
Ruth Van Noord, General Partner