

A95000001251

APR. 17. 1998

2:00PM

CRARY BUCHANAN

NO. 98

P. 1/16

4/17/98

FLORIDA DIVISION OF CORPORATIONS
PUBLIC ACCESS SYSTEM
ELECTRONIC FILING COVER SHEET

11:50 AM

(((H98000007319 0)))

TO: DIVISION OF CORPORATIONS

FAX #: (850) 922-4000

FROM: CRARY, BUCHANAN, BOWDISH, ET AL

ACCT#: 076424001425

CONTACT: Lisa H. Gable

PHONE: (561) 287-2600

FAX #: (561) 287-0115

NAME: H. B. ASSOCIATES OF THE TREASURE COAST, LTD.

AUDIT NUMBER.....H98000007319

DOC TYPE.....LIMITED PARTNERSHIP AMENDMENT

CERT. OF STATUS..0

PAGES..... 15

CERT. COPIES.....0

DEL.METHOD.. FAX

EST.CHARGE.. \$52.50

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AUDIT NUMBER ON THE TOP AND BOTTOM OF ALL PAGES OF THE DOCUMENT

** ENTER 'M' FOR MENU. **

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98 APR 21 AM 8:50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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98 APR 17 PM 2:21

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Acknowledgement	<i>let</i>
W. P. Verifier	<i>let</i>

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TOTAL 52.50
BALANCE DUE \$ _____
REFUND \$ _____

APR. 20. 1998

9:55AM

CRARY BUCHANAN

NO. 022

P. 1/16

facsimile TRANSMITTAL

TO: Brenda
Florida Department of State
FAX #: 850-922-4000
RE: H.B. Associates of the Treasure Coast, Ltd.
Audit #H98000007319
Our Account #076424001425
Our File #15127.1
DATE: April 20, 1998
PAGES: 16, including this cover sheet.

MESSAGE:

Brenda:

Attached is an Amended and Restated Certificate of Limited Partnership of H.B. Associates of the Treasure Coast, Ltd. with the changes you requested. Please let me know if this is now acceptable for filing.

Thank you for your help.

Lisa H. Gable

CONFIDENTIALITY NOTE: The information contained in this facsimile message is legally privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us at the address listed above via the United States Postal Service. Thank you.

From the desk of...

Lisa H. Gable
Legal Secretary
Crary, Buchanan, Bowditch, Bovie, Lord &
Roby, Chartered
555 Colorado Avenue
Stuart, Florida 34994

561-287-2600
Fax: 561-287-0115

RECEIVED
98 APR 20 AM 10:14
DIVISION OF CORPORATIONS

facsimile
TRANSMITTAL

TO: Brenda
Florida Department of State
FAX #: 850-922-4000
RE: H.B. Associates of the Treasure Coast, Ltd.
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Lisa H. Gable
Legal Secretary
Crary, Buchanan, Bowdsh, Bowie, Lord &
Raby, Chartered
555 Colorado Avenue
Stuart, Florida 34994

561-287-2600
Fax: 561-287-0115

RECEIVED
98 APR 20 PM 4:13
DIVISION OF CORPORATIONS

**AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
H. B. ASSOCIATES OF THE TREASURE COAST, LTD.**

FILED
98 APR 21 AM 8:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS RESTATED AND AMENDED AGREEMENT OF LIMITED PARTNERSHIP, made as of this 16th day of April, 1998, by and among JUL-JAC, INC., a Florida corporation, with its principal place of business at 3766 SE Ocean Blvd., Stuart, Florida, as general partner (hereinafter called the "General Partner") and all other persons who execute this Agreement or counterparts thereof as limited partners as listed on Schedule "A", attached hereto (hereinafter called the "Limited Partners").

WHEREAS, an Agreement of Limited Partnership by and among JUL-JAC, INC., a Florida corporation as general partner (hereinafter called the "General Partner") and other persons executing the said agreement as limited partners, was duly entered into in 1985, and subsequently amended twice, which such agreement together with its amendments the persons listed in Schedule "A" attached hereto (hereinafter called the "Limited Partners") and the General Partner wish to restate, ratify and confirm; and

WHEREAS, the Certificate of Limited Partnership of H. B. ASSOCIATES OF THE TREASURE COAST, LTD. was filed with the Secretary of State on August 22, 1995; and

WHEREAS, the General Partner and the Limited Partners wish to further amend the Agreement of Limited Partnership as set forth herein; and

WHEREAS, the General Partner and the Limited Partners intend that effective only upon refinancing the Project referenced herein with Merrill Lynch Credit Corporation, this Restated and Amended Agreement of Limited Partnership shall be accepted in complete substitution for the above-referenced Agreement of Limited Partnership, and its previous amendments.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby incorporate the above recitals and agree as follows:

Audit #H98000007319
Larry E. Buchanan, Esquire
Crary-Buchanan
555 Colorado Avenue, Stuart, FL 34994
(561) 287-2600
Florida Bar No. 0103672

Audit #H98000007319

1. Formulation. The General Partner and the Limited Partners (together called the "Partners") formed a limited partnership (the "Partnership") under the provisions of the Uniform Limited Partnership Act of Florida, as amended (the "ACT"). The rights and liabilities of the Partners shall be as provided in that Act, except as otherwise expressly provided in this Restated and Amended Agreement.

2. Name and Principal Office. The name of the Partnership shall be H. B. Associates of the Treasure Coast, Ltd. and the principal office and mailing address of the Partnership shall be 3766 S.E. Ocean Blvd., Suite 102, Stuart, Florida 34996.

3. Purpose and Separateness Covenants.

(a) The nature of the business and purpose of the Partnership is to engage solely in the following activities: to acquire, rehabilitate, hold, own, develop, improve, operate, lease, mortgage, sell, assign, transfer, pledge and otherwise deal with the real property and improvements thereon known as Harbour Bay Plaza, Sewalls Point, Martin County, Florida (the "Project") and to exercise all powers enumerated in the Uniform Limited Partnership Act of Florida necessary or convenient to the conduct, promotion or attainment of the services or purposes otherwise set forth herein.

(b) Notwithstanding any provision herein to the contrary, the following shall govern: The partnership shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the partnership shall not incur, assume, or guaranty any other indebtedness. The partnership shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the partnership) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the partnership substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Section 3, and (c) shall expressly assume the due and punctual performance of the partnership's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under

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any agreement to which it is a party shall have been committed by this partnership and be continuing. For so long as a mortgage lien exists on the Property, the Partnership will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the partners of the Partnership. For so long as a Mortgage lien exists on the Property, the Partnership will not voluntarily commence a case with respect to itself, as debtor, under the federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the partners of the Partnership. For so long as a mortgage lien exists on the Property, no material amendment to this partnership agreement may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

(c) Notwithstanding anything herein to the contrary, any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the partnership in the event that cash flow is insufficient to pay such obligations.

(d) For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this partnership agreement, the partnership shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of its affiliate and shall allocate fairly and reasonably any overhead for shared office space.
2. It shall maintain separate partnership records and books of account from these of any affiliate.
3. It shall not commingle assets with those of any affiliate.
4. It shall conduct its own business in its own name.
5. It shall maintain financial statements separate from any affiliate.
6. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.

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7. It shall maintain an arm's length relationship with any affiliate.
8. It shall not guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.
9. It shall use stationery, invoices and checks separate from any affiliate.
10. It shall not pledge its assets for the benefit of any other entity, including any affiliate.
11. It shall hold itself out as an entity separate from any affiliate.
12. In the event a lender shall so request, it shall at all times have a Special Purpose Corporate General Partner.

(e) For purpose of this Section 3, the following terms shall have the following meanings:

1. "Affiliate" means any person controlling or controlled by or under common control with the partnership including, without limitation (i) any person who has a familiar relationship, by blood, marriage or otherwise with any partner or employee of the partnership, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this partnership, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, but contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

2. "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

4. Term. The term of the Partnership shall begin on the date of the Closing of the purchase of the Project, and shall continue for 40 years thereafter, unless the Partnership shall sooner terminate, as provided in this Agreement or as provided by law.

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5. Capital Contributions. The General Partner has contributed to the capital of the Partnership the sum of \$14,943.00 in cash. The Limited Partners, in the aggregate, have contributed to the capital of the Partnership the sum of \$1,449,357.00 in cash. No additional capital contributions or performance of other obligations shall be required of the Limited Partners, except as provided in paragraph 9 hereof.

(a) No Limited Partner shall withdraw any of his or her capital. Under circumstances requiring a return of any capital contribution, no Limited Partner shall have the right to receive property other than cash except as may be specifically provided herein.

6. Cash Distributions. "Net cash flow" shall mean taxable income or loss of the Partnership as determined by the Partnership for Federal Income Tax purposes for a taxable year (excluding gain or loss from an interim capital transaction or from the sale of all or substantially all of the assets of the Partnership), plus depreciation claimed in computing such taxable income or loss, less the amount of mortgage principal payments from such taxable year, less a working capital reserve, as shall be determined in the discretion of the General Partner for necessary repairs and/or additional capital improvements or reserves for such improvements.

The net cash flow shall be periodically distributed in the discretion of the General Partner, but at least quarterly.

7. Distribution on Sale, Refinancing or Dissolution. Upon dissolution of the Partnership, or in the event of a sale, exchange, refinancing or transfer of substantially all of the Partnership assets, the cash of other assets available for distribution shall be allocated and distributed to the Partners in the same proportion as their original capital contribution.

8. Allocations of Profit and Loss. The profit of the Partnership for Federal Income Tax purposes shall be allocated to the Partners in the same proportion as their original contribution.

Any losses for Federal Income Tax purposes in any calendar year shall be allocated to all the Partners in the proportion of their capital contributions.

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9. Limited Liability of Limited Partners. No Limited Partner, in his capacity as such, shall be liable for the debts, liabilities, contracts or any other obligation of the Partnership or be obligated to make any additional contributions to the capital of the Partnership except:

(a) Upon call by the General Partner of any funds required by the Partnership to meet expenses and/or capital improvements of other emergencies necessitated by insufficient funds of the Partnership.

(c) No Limited Partner, in his capacity as such, shall be obligated to loan or advance funds to the Partnership; but if any Limited Partner does so, such loan or advance shall carry reasonable commercial interest as shall be agreed to prior to such loan or advance.

(d) On the failure of any Limited Partner to pay his capital contribution or to perform any other obligation required of such Limited Partner under this paragraph 9, Sections (a)(1), (a)(2) and (b), (c), all rights and benefits attributable to such Limited Partner's interest may be suspended by the General Partner until such Limited Partner has cured such default(s), plus paying to the Partnership all expenses of the Partnership resulting from such default(s) or until a purchaser of such Limited Partnership interest has been admitted to the Partnership as a substitute Limited Partner. During such suspension, the distributions which may be made to the Limited Partners and the net profits, losses, and other items allocable to such Limited Partnership interest, may be allocated or distributed in such manner as the General Partner, in its sole discretion, determines.

10. Salaries, Drawings and Interest on Capital Contributions. None of the Partners shall receive any salary or drawings for services rendered to or on behalf of the Partnership in their capacity as Partners, nor shall any Partner receive any interest on his contribution to the capital of the Partnership.

11. Management.

(a) The General Partner. The General Partner shall have sole and exclusive authority to manage the business of the Partnership and shall devote such time to the Partnership as shall be reasonably required for its welfare and success. The

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General Partner shall not do any act detrimental to the best interests of the Partnership. The General Partner, upon approval by 51% of the equity of the Limited Partners, shall have the sole and exclusive authority to mortgage, refinance and sell all assets of the Partnership. The General Partner shall have the sole and exclusive authority to enter into agreements of all kinds related to the Partnership business on behalf of the Partnership. The General Partner shall maintain all the records of the Partnership, including the records of the interest of the Partners in the Partnership and assignments thereof. The General Partner shall maintain the financial books and records of the Partnership and shall calculate and make distributions to the Partners of the cash available for distribution. In addition, the General Partner shall hire a certified public accountant to supervise the maintenance of the books and records of the Partnership, to prepare and distribute to the Partners an annual profit and loss statement and balance sheet of the Partnership and such other information as shall be necessary for the preparation of the Partners' tax returns. The fees of such accountant shall be borne by the Partnership. It is not contemplated that the General Partner, in his capacity as General Partner, will be involved in the direct management and operation of the Project, but instead a separate contract will be executed in connection with the management and operation of the Project, the expenses and fees of which will be borne by the Partnership.

(b) Anything in said paragraph (a) above to the contrary notwithstanding, the General Partner shall make no capital improvement or expenditure in excess of \$25,000.00 without the affirmative vote of fifty-one percent (51%) equity interest of the Partners.

(c) Limited Partners. No Limited Partner shall participate in the management of the business of the Partnership.

12. Fiscal Year. The fiscal year of the Partnership shall end on December 31st in each year.

13. Banking. All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated and controlled by the General Partner.

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14. Conveyance. Any deed, mortgage, security agreement, lease, contract of sale, or other commitment purporting to convey or encumber the interest of the Partnership in all or any portion of any real or personal property at any time held in its name, shall be signed by the General Partner on behalf of the Partnership, and no other signature shall be required.

15. Books. The Partnership shall maintain full and accurate books at its principal office, or at such office as shall be designated for such purpose by the General Partner, and all Partners shall be the right to inspect and examine such books at reasonable times. The books shall be closed and balance at the end of each fiscal year.

16. Death, Incapacity or Resignation of the General Partner. In the event of the bankruptcy or resignation of the General Partner, the Partnership shall not terminate. The General Partner shall have the right to appoint a substitute General Partner(s), provided, however, that the successor(s) shall be approved by fifty-one percent (51%) of the equity of the Limited Partners.

The substituted General Partner shall continue with respect to the Partnership as if the prior General Partner had remained and continued as the General Partner, with all rights and duties under this Agreement.

17. Assignability by General Partner. The General Partner shall not assign all or any portion of its interest in the Partnership without the prior written consent of the Limited Partners owning at least fifty-one percent (51%) of the equity interest of the Limited Partners.

18. Assignability by Limited Partners. Subject to restrictions or transferability resulting from applicable securities laws, a Limited Partner may assign all (but not less than all) of his interest in the Partnership and the assignee of such interest shall have the right to become a substituted Limited Partner upon the satisfaction of all of the following conditions:

(a) The General Partner shall have consented to the admission of the assignee as a substituted Limited Partner;

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(b) The executed and acknowledged written instrument of assignment which has been filed with the Partnership sets forth the intention of the assignor that the assignee becomes a substituted Limited Partner;

(c) The assignor and assignee shall have executed and acknowledged such other instruments as the General Partner may deem necessary or desirable to effect such substitution, including the written acceptance by the assignee of the provisions of this Agreement and the execution, acknowledgment and delivery to the General Partner of a Power of Attorney in form and substance acceptable to the General Partner; and

(d) All costs attributable to such transfer shall be borne by the transferor.

Assignments will be recognized by the Partnership effective the first day of the calendar quarter following receipt of the Partnership of a duly executed and acknowledged assigning instrument in form and substance acceptable to the General Partner.

19. Death of a Limited Partner. The death of a Limited Partner shall not dissolve the Partnership or terminate the business of the Partnership.

20. Termination. The Partnership may be terminated by the General Partner prior to the end of its term, after at least thirty (30) days prior written notice by the General Partner to each Limited Partner. In such event, the General Partner shall liquidate the business of the Partnership by selling the Partnership's assets and distributing the net proceeds thereof in accordance with the terms of this Agreement in satisfaction of each Partner's interest in the Partnership. Upon completion of the liquidation, the Partnership shall be deemed completely dissolved and terminated.

Notwithstanding any provision herein to the contrary, the Partnership shall not terminate solely as a consequence of the Bankruptcy of one or more of the General Partners of the Partnership so long as there remains a solvent General Partner of the Partnership. Subject to applicable law, dissolution of the Partnership shall not occur so long as the Partnership remains mortgagor of the Property, except upon consent by the mortgagee.

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21. Power of Attorney. Each of the Limited Partners hereto Irrevocably constitutes and appoints the General Partner the true and lawful attorney for such Limited Partner, in its name, place and stead, to make, execute, acknowledge and file:

(a) A Certificate of Limited Partnership under the laws of the State of Florida;

(b) Any Certificate or other instrument which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem advisable to file;

(c) Documents required to effectuate the dissolution and termination of the Partnership;

(d) Amendments and/or modifications of the instruments described above.

Each Limited Partner agrees that the Power of Attorney is coupled with an interest, and that such power, as well as the other powers of the General Partner, set forth in this Agreement, shall survive the death or legal incapacity of a Limited Partner, and shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of its Partnership interest, except that where an assignee of a Partnership interest has been approved by the General Partner as a substitute Limited Partner, the Power of Attorney of the assignor Limited Partner shall survive delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instruments necessary to effectuate the substitution.

22. Limitation of Liability of General Partner. The General Partner shall not be liable to the Limited Partners for either the return of capital contributions of the Limited Partners, the repayment of the purchase price or a percentage participation by said Limited Partners, or the repayment of loans or advances to the Partnership by the Limited Partners, if any, or the payment of interest thereon.

The General Partner shall not be liable to the Limited Partners on account of any act, omission or decision providing such act, omission or decision was in good faith and without intent to defraud the Partnership, and did not constitute a breach of any provision

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of this Agreement, notwithstanding that such act, omission or decision may have directly or indirectly caused loss or damage to any Limited Partner.

23. Execution of Certificates. Each of the parties hereto shall execute and acknowledge any and all certificates or other instruments required to be filed by the Partnership under the Florida Uniform Limited Partnership Act or any other statute.

24. Opinion of Counsel. The General Partner shall not be liable for any action taken or omitted, which may result in loss or damage to the Partnership, if such action was taken or omitted in reliance upon the opinion of legal counsel for the Partnership.

25. Indemnity. The Partnership shall indemnify and save harmless the General Partner from any loss or damage incurred by it by reason of any act performed by it for and on behalf of the Partnership and in furtherance of the Partnership interest.

26. Purchase for Investment. Each Limited Partner hereby represents that he or she is purchasing his or her limited partnership interest for investment and with no present intention to resell such interest. Any sale or other disposition of such interest must comply with applicable provisions of securities law. Each Limited Partner agrees that he or she will not sell or otherwise dispose of his or her limited partnership interest for a period of one year from the date of this Agreement.

27. Notices. All notices provided for in this Agreement shall be either mailed by registered or certified mail or hand delivered to the Partners at the addresses hereinabove set for the General Partner and as shown on Acknowledgments for the Limited Partners and to the Partnership at its principal office.

28. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the Partners and their heirs, executors and administrators.

29. Applicable Law. This Agreement and the rights of the Partners thereunder shall be governed and interpreted in accordance with the laws of the State of Florida.

30. Agreement in Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all Partners, notwithstanding that all the Partners do not execute the original or the same counterpart.

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Audit #H98000007319

31. Payment of Expenses. All expenses of the Partnership shall be billed directly to and paid by the Partnership. The General Partner may charge to the Partnership and/or pay out of the Partnership funds, as and when available, all reasonable expenses incurred by the General Partner in the operation of the Partnership, including but not limited to the expenses, charges and fees relating to:

- (a) due diligence, organization and offering expenses;
- (b) the acquisition, preservation, protection or perfection of title to any Partnership real or personal property;
- (c) attorneys' fees, accountants' fees and court costs;
- (d) taxes on real or personal property owned by the Partnership;
- (e) principal and interest on any note;
- (f) real estate brokerage commissions including commissions, if any, to the General Partner or his affiliates;
- (g) closing costs (in the event of a sale of all or part of the property owned by the Partnership);
- (h) expenses incurred in connection with the negotiation for, or consummation of financing or renewing, rearranging or refinancing any indebtedness on property of the Partnership;
- (i) the actual costs to the General Partner of goods, services and materials used for or by the Partnership; and
- (j) management fees.

Expenses incurred by the General Partner and his affiliates related to services as the General Partner or in activities undertaken on behalf of the Partnership shall be paid by the Partnership.

32. Compensation of General Partner. In consideration for the General Partner's services to be rendered to the Partnership, including services in connection with the organization of the Partnership, consultation, overall management, overall financial and business planning with respect to the project and other ordinary and necessary business needs of the Partnership, the General Partner in his capacity as such shall be paid:

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Audit #H98000007319

(a) an annual fee of one percent (1%) of the gross receipts (except sales tax) received by the Partnership, (but not including proceeds from the sale of the assets of the Partnership or refinancing). All such fees shall be paid monthly and shall be considered an operating expense of the Partner.

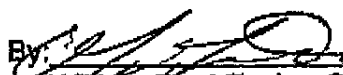
33. The Registered Agent shall be William Fred Taylor and the Registered Agent's address is 3766 SE Ocean Boulevard, Suite 102, Stuart, FL 34996.

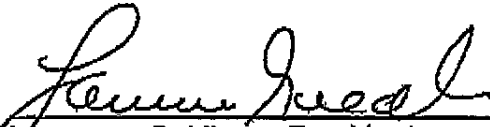
IN WITNESS WHEREOF, the General Partner and the Limited Partners have hereunto executed and filed in accordance with Florida Statutes 620.109 on the date first above written.

Audit #H98000007319

JUL-JAC, INC., a Florida corporation
as General Partner of H.B. ASSOCIATES
OF THE TREASURE COAST, LTD.
A Florida limited partnership

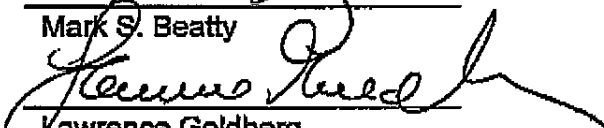
ATTEST:

By: 
William Fred Taylor, Secretary

By: 
Lawrence Goldberg, President

LIMITED PARTNERS:


Mark S. Beatty

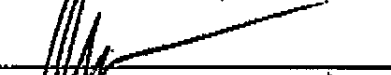

Lawrence Goldberg


Lois Goldberg

J. S. REALTY TRUST

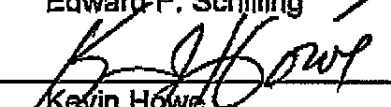
By: 
Joseph A. Schepis
Its:

S. P. ASSOCIATES, a Florida Joint Venture

By: 
Wipp Foster

By: 
R. James Foster

By: 
Edward P. Schilling

By: 
Kevin Howe

Audit #H98000007319

Audit #H98000007319

By: Michael L. Schilling
Michael L. Schilling

By: Matthew Asen
Matthew Asen

GOLDBERG FAMILY TRUST

By: Mitchell Goldberg By: Aileen Kantor
Mitchell Goldberg Aileen Kantor
Its: TRUSTEE Its: TRUSTEE

By: Alan Goldberg
Alan Goldberg
Its: TRUSTEE

WILLIAM FRED TAYLOR, INC.

By: William Fred Taylor
William Fred Taylor
Its: President

FAIR BLUFF, LTD., a Florida Limited Partnership

By: Robert H. Pare, Sr.
Robert H. Pare, Sr.
Its: Managing General Partner