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HOUSTON & SHAHADY, P.A.

316 Northeast Fourth Street
Fort Lauderdale, FL 33301

Thomas R. Shahady

Telephone (954) 779-3800
Facsimile (954) 779-3808

December 23, 1999

Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: HPG Development, Ltd.

Gentlemen:

500003081865--7
-12/28/99--01052--001
*****52.50 *****52.50

500003081865--7
-01/21/00--01087--001
*****87.50 *****87.50

A-230

W-298

I am enclosing the original and one copy of the Limited Partnership Agreement for HPG Development, Ltd. to be filed, along with my check in the amount of \$52.50 which represents the filing fee. Additionally, I am enclosing the Certificate of Limited Partnership and Affidavit of Capital Contributions.

Please file the Limited Partnership Agreement and other items, and return a conformed copy in the stamped, self-addressed envelope enclosed for your convenience.

If you have any questions, please advise.

Very truly yours,

Thomas R. Shahady
THOMAS R. SHAHADY

TRS/bsk
enclosures

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TALLAHASSEE FLORIDA

per Brenda:

#7 = 9/15/2010

W
2/4



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

January 5, 2000

THOMAS R. SHAHADY
HOUSTON & SHAHADY, P.A.
316 NORTHEAST FOURTH STREET
FORT LAUDERDALE, FL 33301

SUBJECT: HPG DEVELOPMENT, LTD.
Ref. Number: W00000000298

We have received your document for HPG DEVELOPMENT, LTD. and check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

There is a balance due of \$87.50. Refer to the attached fee schedule for a breakdown of the fees. Please return a copy of this letter to ensure your money is properly credited.

The registered agent must sign accepting the designation.

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 (850) 487-6958.

Lee Rivers
Document Specialist

Letter Number: 400A00000405

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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

January 21, 2000

THOMAS R. SHAHADY
HOUSTON & SHAHADY, P.A.
316 NORTHEAST FOURTH STREET
FORT LAUDERDALE, FL 33301

SUBJECT: HPG DEVELOPMENT, LTD.
Ref. Number: W00000000298

We have received your document for HPG DEVELOPMENT, LTD. and your check(s) totaling \$140.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

As noted in our previous letter, the registered agent must sign.

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 (850) 487-6958.

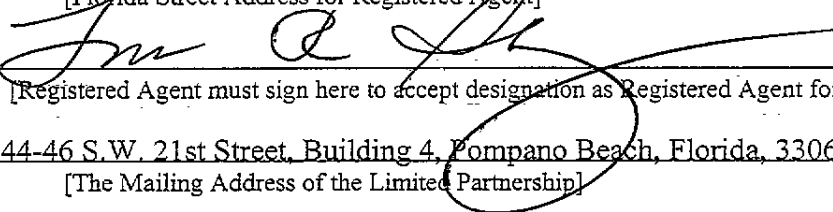
Lee Rivers
Document Specialist

Letter Number: 500A0000299

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TALLAHASSEE FLORIDA

*See attached
2-1-00*

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
HPG DEVELOPMENT, LTD.**

1. HPG Development, Ltd.
[Name of Limited partnership; must contain a suffix such as "Limited", Ltd.", or
"Limited Partnership"]
2. 1844-46 S.W. 21st Street, Building 4, Pompano Beach, Florida, 33069
[The Business Address of Limited Partnership]
3. Thomas R. Shahady, Esq.
[Name of Registered Agent for Service of Process]
4. 316 Northeast Fourth Street, Fort Lauderdale, Florida, 33301
[Florida Street Address for Registered Agent]
5. 
[Registered Agent must sign here to accept designation as Registered Agent for Service of Process]
6. 1844-46 S.W. 21st Street, Building 4, Pompano Beach, Florida, 33069
[The Mailing Address of the Limited Partnership]
7. The latest date upon which the Limited Partnership is to be dissolved is Sept. 15, 2010


8. NAME OF GENERAL PARTNER(S)	SPECIFIC ADDRESS
<u>MTJ, INC., a Florida corporation</u>	<u>1844-46 S.W. 21st Street, Bldg. 4</u> <u>Pompano Beach, FL 33069</u>

Signed this 15 day of September, 1999.

999-170297

Signature of all general partners:

MTJ, INC., a Florida corporation

By 
Tom Prieur, President

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AFFIDAVIT OF CAPITAL CONTRIBUTIONS

BEFORE ME, the undersigned constituting all of the general partners of HPG DEVELOPMENT, LTD., a Florida Limited Partnership, certify as follows:

The amount of capital contributions to date of the limited partners is \$15,000.00.


The total amount contributed and anticipated to be contributed by the limited partners at this time totals \$15,000.00.

Dated this 23 day of September, 1999.

FURTHER AFFIANT SAYETH NOT.


Under the penalties of perjury, I declare that I have read the foregoing and that the facts alleged are true, to the best of my knowledge and belief.

MTJ, INC., a Florida corporation

By 
Tom Prieur, President

The foregoing instrument was acknowledged before me this 23 day of September, 1999, by Tom Prieur, President of MTJ, INC., a Florida corporation, who is personally known to me or who produced as identification Ja.

My commission expires:


Notary Public - State of Florida at Large

NOTARY PUBLIC - STATE OF FLORIDA
BRENDA S KRISSEL
COMMISSION # CC808871
EXPIRES 4/4/2003
BONDED THRU ABA 1-888-NOTARY1

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TALLAHASSEE FLORIDA

**LIMITED PARTNERSHIP AGREEMENT
HPG DEVELOPMENT, LTD.**

The undersigned, acting as formers of a limited partnership under the Uniform Limited Partnership Act of the State of Florida, adopt the following agreement for such limited partnership.

- FIRST:** The name of the limited partnership is HPG DEVELOPMENT, LTD.
- SECOND:** The purpose of the limited partnership is to engage in the purchase and development of real estate.
- THIRD:** The location of the limited partnership's principal place of business in 1844-46 N.W. 21st Street, Building 4, Pompano Beach, Florida, 33069, and the partnership may have business locations in such other place or places as may be agreed upon by the partners.
- FOURTH:** The parties to this agreement shall execute a Certificate of Limited Partnership in accordance with the laws of the State of Florida and shall file such Certificate with the Department of State. Amendments and renewals of the Certificate as required by the laws of the State of Florida shall be executed and filed by the partners at appropriate times.
- FIFTH:** The names and places of residence of the members, and their designation as general or limited partners, are as follows:

<u>Name</u>	<u>Address</u>	<u>General/Limited Partner</u>
MTJ, Inc.	1844-46 N.W. 21st St., Bldg. 4 Pompano Beach, FL 33069	General Partner
Mike Hicks	2750 S.W. 121st Avenue Davie, FL 33330	Limited Partner
Tom Prieur	11656 Bald Cypress Lane Lake Worth, FL 33467	Limited Partner
John Geltz		Limited Partner

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SIXTH: The amount of cash and description o the agreed value of the other property contributed by each limited partner are:

<u>Name</u>	<u>Contribution</u>	<u>Cash/Other Form</u>
Mike Hicks	\$5,000.00	Cash
Tom Prieur	\$5,000.00	Cash
John Geltz	\$5,000.00	Cash

SEVENTH: Receipt of the capital contribution of the limited partnership as specified above is acknowledged by the partnership and its members. No additional contributions to capital have been agreed upon by any limited partner.

EIGHTH: The amount of cash and a description of the agreed value of the other property contributed by each general partner are:

<u>Name</u>	<u>Contribution</u>	<u>Cash/Other Form</u>
MTJ, Inc.	\$500.00	Cash

NINTH: Contributions agreed to by the general partners must be made on or before execution of this agreement. Failure to comply with this provision by any general partner shall invalidate this limited partnership agreement, and all capital contributions shall be returned to general and limited partners.

TENTH: Partnership profits shall be distributed in cash or property or shall remain in the business and thereby increase the capital account of all partners, as shall be determined by the general partners, or a surviving general partner, unless otherwise provided in this agreement. A reserve fund of \$1,000.00 shall be established from partnership profits to provide adequate working capital for the partnership and no profits shall be distributed until the reserve fund shall be created by an application of 10% of the profits to be distributed in accordance with the above.

ELEVENTH: The limited partners shall share in the profits of the partnership in accordance with the following percentages:

<u>Name</u>	<u>Share of Net Profits</u>
Mike Hicks	30%
Tom Prieur	30%

John Geltz

30%

The limited partners shall also bear any losses of the partnership to the same extent to which they are entitled to share in the profits. Each limited partner's share of the losses will be charged against that partner's contributions to the partnership capital. No limited partner, however, shall be liable for any losses of the partnership other than to the extent of the capital contribution of that limited partner.

TWELFTH: The general partners shall share in whatever profits of the partnership remain after payment has been made to the limited partners as provided above, in the following manner:

<u>Name</u>	<u>Share of Remaining Profits</u>
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MTJ, Inc.	100%
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Losses of the partnership shall be shared by the general partners, after charging losses to the capital contributions of the limited partners in accordance with the shares indicated in paragraph Sixth above, shall be charged to the general partners in the same proportions as they are to share profits as indicated above.

THIRTEENTH: The partnership shall maintain accurate accounting records of the assets and liabilities of the partnership and of all transactions entered into by the the partnership. The books of the partnership shall be closed at the end of the fiscal year of the partnership, which shall be a calendar year unless otherwise determined by the general partners. The books may be balanced other than at the end of the fiscal year upon the request of any general partner for good reason. Partnership accounts shall be maintained on the cash basis. Generally accepted methods of accounting shall apply unless inconsistent with requirements of this agreement.

FOUR-TEENTH: Any general or limited partner shall have the right to inspect the books of the partnership at any reasonable time and the partnership records of account shall be maintained at the principal place of business of the partnership.

FIFTEENTH: There shall be a capital account included in the partnership books for each general and limited partner which shall be credited with the partner's contributions to capital of the partnership and debited and credited with regard to income and gain of the partnership as provided below.

SIXTEENTH: There shall be an income account maintained on the books for each general and limited partner, which account shall be closed for each partner at the end of each fiscal year, and additionally at such other times as shall be determined by the general partners. At such times the income account of each partner shall be credited or debited with the partner's share of profits or losses, respectively. If losses exceed a credit balance on a partner's income account, they shall be debited to the partner's capital account. Where the debit exceeds the partner's capital account, future profits of the partnership allocated to that partner shall be credited to the capital account to remove the deficit in that capital account.

SEVEN-TEENTH: A drawing account for general partners may be maintained as agreed by the general partners which shall allow withdrawals from time to time by the general partners. The balance of any drawing account shall be transferred to the income account at the end of each fiscal year.

EIGHTEENTH: The general partner agrees to devote whatever time is necessary for the business of the limited partnership.

NINE-TEENTH: General partner shall receive zero salary, but shall be entitled to 100% of the remaining profits after distribution of profits to the limited partners as hereinafter set forth.

TWENTIETH: No limited partner of this partnership may participate in the management of the business including binding the partnership to any contract or agreement.

TWENTY-FIRST: The term for which the partnership is to exist is perpetual. It shall terminate after dissolution according to law; at any time agreed upon by a majority of the general partners; following 30 days written notice by any general partner to the other general partner or partners; or at the end of a month following the death of a general partner and the appointment and qualification of that deceased partner's personal representative, provided that the surviving general partner or partners have chosen to dissolve the partnership at such time. Upon the death, retirement withdrawal or legal determination of insanity of any general partner, the remaining general partners may elect to continue the business using the same partnership name and adding any additional partners they desire. The decision to continue the business must be unanimous.

In the event the business is continued, the interest of the deceased, retired, withdrawing or legally incapacitated partner shall be determined as of the date of the death, retirement, withdrawal, or determination of incapacity, and shall be paid

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within 3 months of said date. Said amount shall be determined by adding to the capital and income account any amounts owed to the individual by the partnership and subtracting from that amount the drawing account and any amounts owed by the person to the partnership.

TWENTY-SECOND: The interest of a limited partner may be terminated by dissolution of the partnership as provided above, by the unanimous agreement of all of the remaining limited and general partners, or by the unanimous agreement of all the remaining limited and general partners and the consent of the personal representative of a deceased limited partner. The interest of such limited partner in the partnership shall be determined as of the date of the termination and shall be paid within 3 months of said date. Said amount shall be determined by adding to the capital and income account any amount owed to the limited partner by the partnership and subtracting from that amount any amounts owed by the person to the partnership.

TWENTY-THIRD: Despite anything to the contrary hereinabove set forth, this partnership shall terminate and any property owned by the limited partnership shall be conveyed to John Geltz after the repayment to Mike Hicks, Tom Prieur and MTJ, Inc. of an aggregate sum of \$ 160,147.⁰⁰, plus interest at the rate of 7 1/2 % per annum. Upon repaying of said funds, the limited partnership shall convey all right, title and interest it owns in any property to John Geltz by quit claim deed and this limited partnership shall terminate.

TWENTY-FOURTH: For the purposes of valuation of the interest of any limited or general partner who is deceased, or has retired or withdrawn or been removed for legal incapacity, where the partnership continues the business, there shall be no inclusion of good will or any other intangible item in the valuation of the interest of the partner.

TWENTY-FIFTH: The addition of general or limited partners may be only by the unanimous agreement of the current general and limited partners executed in writing. Such writing shall indicate the terms on which the new limited or general partners are added and shall constitute an amendment to this limited partnership agreement.

TWENTY-SIXTH: There shall be no substitution of one partner for another, whether limited or general, without the unanimous written agreement of all of the other limited and general partners.

TWENTY-SEVENTH: This agreement may be amended by a majority vote of the general and limited partners at any time, but there shall be no amendments made with regard to vested

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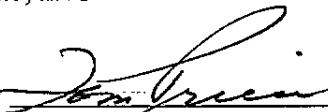
rights of the limited or general partners.

TWENTY-EIGHTH: This agreement shall be binding on the parties hereto and their respective heirs, executors, administrators and assigns.

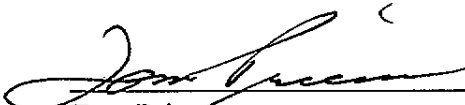
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 15 day of September, 1999.


[General Partner]

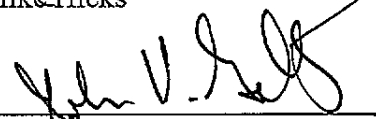
MTJ, INC.

By 
Tom Prieur, President

[Limited Partners]


Tom Prieur


Mike Hicks


John Geltz

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