

A000000001769

October 23, 2000

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

Dear Sir/Madam:

*mail address*  
00789-01122-00671

Please find enclosed for recording a Certificate of Limited Partnership for Signey Ltd.  
Also enclosed is a check in the sum of \$87.50 in payment of the filing fees of \$52.50 and \$35.00.

Very truly yours,

John F. Sweeney  
26301 Siena Dr.

Bonita Springs FL 34134

MJH

W-26193

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-10/26/00-01040-009  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
00 NOV 16 AM 9:56



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

November 1, 2000

JOHN F. SWEENEY  
26301 SIENA DR.  
BONITA SPRINGS, FL 34134

SUBJECT: SIGNEY LTD.  
Ref. Number: W00000026193

We have received your document for SIGNEY LTD. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain both the street address of the principal office and the mailing address of the entity.

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) 487-6967.

Michelle Hodges  
Document Specialist

Letter Number: 100A00056759

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SIGNEY LTD.

We, the undersigned, desiring to record this Certificate of Limited Partnership, do hereby certify as follows:

I. The name of the Limited Partnership is Signey Ltd.

II. The business of the Partnership is to invest in, acquire, hold, maintain, mortgage, operate, improve, develop, sell, exchange, lease and otherwise use real property and interests in real estate, including other limited partnerships and to engage in any and all activities related or incidental thereto. The General Partners, acting jointly but not severally, may enter into any agreement, including agreements with the General Partner in a capacity independent of the Partnership, or with an employee or affiliate of the General Partner, which, in the opinion of the General Partners is necessary or desirable to promote the business and affairs of the Partnership. The General Partners shall not be liable, responsible or accountable in damages or otherwise to the Partnership or to any Limited Partner for any act performed by it within the scope of the Agreement in connection with the affairs of the Partnership, except with respect to any misrepresentation or the breach of any covenant contained in the Agreement or for fraud, bad faith or gross negligence. The General Partners shall not be personally liable for the return of the Limited Partners' investment in the Partnership, which shall be made solely in accordance with the terms of the Agreement. In the event the General Partners, on behalf of the Partnership, enters into an agreement or otherwise deals with themselves in a capacity independent of the Partnership, or with an employee or affiliate of himself, any such agreement or other dealing shall be fully disclosed to the Limited Partners, shall be consistent with the provisions of the Agreement, and shall be at least as favorable to the Partnership as would be obtainable in an arms-length transaction with other unaffiliated persons rendering comparable services.

III. The agent for service of process is John F. Sweeney and his street address and both the street address of the principal office and mailing address of the Limited Partnership is 26301 Siena Dr. Bonita, Springs, FL 34134, or at such other place as may from time to time be established by the General Partners on written notice to each Limited Partner and filing an Amendment to this Certificate with the Department of State of Florida.

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

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IV. The names and places of residence of each of the members of the Limited Partnership are set forth on Exhibit A attached hereto and by this reference incorporated herein.

V. The term of the Partnership shall be from the date of filing this Certificate of Limited Partnership with the Department of State of Florida until forty-one (41) years hence, unless earlier dissolved upon the occurrence of any of the following events:

(a) The disposition of all of the net proceeds of the Partnership;

(b) The bankruptcy, resignation, insolvency, dissolution or permanent disability of the General Partners, subject to the right of the remaining Limited Partners to continue the Partnership as set forth in Article XIII hereto, or the termination of the General Partners as a partnership under Florida law; or

(c) The written consent or affirmative vote to dissolve the Partnership by unanimous consent of the Limited Partners.

VI. Each of the Partners shall have the percentage of ownership in the amount set forth opposite his name on Exhibit A hereto.

VII. The Limited Partners are not obligated to make additional capital contributions.

VIII. A Limited Partner has no right to demand the return of his capital contribution, except that, to the extent such funds are available after all debts and liabilities of the Partnership have been paid, the contributions of each Limited Partner are to be returned upon, and not before, dissolution and winding up of the Partnership.

IX. Net profits, losses and gains on sales (including, without limitation, all losses of every kind deductible for Federal income tax purposes), and available net cash flow shall be distributed and apportioned one hundred percent (100%), to the Limited Partners and shall be distributed and allocated among them in the same proportions as their respective contributions and percent of ownership bear to the aggregate capital contributions and total ownership by all the Limited Partners. A sum equal to five percent (5%) of gross annual receipts may be paid as an operating expense to the General Partners as a management fee for managing the business and affairs of the Partnership, except the obtaining of replacement tenants for which the local customary fees or charges may be made.

X. Each Limited Partner shall have the right to assign or

otherwise dispose of his interest in the Partnership as set forth in the Partnership Agreement provided that no such assignee shall become a Substitute Limited Partner without the consent of the General Partners. The General Partners may not assign or otherwise dispose of their interest in the Partnership without the prior written approval of each Limited Partner. Any provisions herein to the contrary notwithstanding, the ownership of limited partnership interests may be assigned and transferred to and among existing limited partners by issuing revised Certificate of Limited Partnership Interest, or endorsements thereon, without amendment to the Certificate of Limited Partnership or the Agreement of Limited Partnership.

XI. The General Partners may not admit additional Limited Partners, except with the prior written consent of all Limited Partners.

XII. No Limited Partner has priority over any other Limited Partner as to contributions or as to compensation by way of income.

XIII. Subject to the terms and conditions set forth in the Partnership Agreement, the Limited Partners may, upon the death, bankruptcy, resignation, insolvency or removal of the sole remaining General Partner, elect a new General Partner and continue the Partnership.

XIV. The Limited Partners have no right to demand and receive property other than cash in return for their capital contribution.

XV. Each Limited Partner by their execution hereof, irrevocably constitutes and appoints the General Partners as their true and lawful attorney-in-fact with full power and authority in his name, place, and stead, to execute, acknowledge, deliver, swear to, file, and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions of the Agreement and this Certificate, including but not limited to:

- (a) all certificates and other instruments, and any amendments thereto, which the General Partners deem appropriate to form, qualify or continue the Partnership as a limited partnership in the jurisdiction in which the Partnership may conduct business or in which such formation, qualification or continuation is, in the opinion of the General Partners, necessary to protect the limited liability of the Limited Partners;
- (b) all amendments to the Agreement and this Certificate approved in accordance with the terms of the Agreement and all instruments which the General Partners deem appropriate to reflect a change or modification of the Partnership in

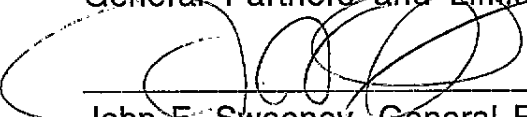
accordance with the terms of the Agreement; and  
(c) all conveyances and other instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership. The appointment by the Limited Partners of the General Partners as attorney-in-fact shall be deemed to be a power coupled with an interest, in recognition of the fact that each of the Limited Partners under the Agreement and this Certificate will be relying upon the power of the General Partners to act as contemplated by the Agreement and this Certificate in any filing and other action by them on behalf of the Partnership. Such appointment shall survive the bankruptcy, death, incompetence or dissolution of any person hereby giving such power and the transfer or assignment of all or any part of the interest in this Limited Partnership owned by such person. In the event of the transfer by a Limited Partner of his interest in this Limited Partnership, however, the foregoing power of attorney of a transferor Limited Partner shall survive such transfer only until such time as the transferee shall have been admitted to the Partnership as a Substituted Limited Partner and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

The undersigned agree that this Certificate may be executed and sworn in multiple counterparts each of said counterparts constituting an original and all together one certificate.

IN WITNESS WHEREOF, this Certificate has been duly executed by the parties hereto on the date set forth below the signature of each such party.

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

Signed this 23 day of OCTOBER 2000 by all of the General Partners and Limited Partners.

  
John F. Sweeney, General Partner

  
Diane Sigler Sweeney, General Partner

  
John F. Sweeney, Limited Partner

  
Diane Sigler Sweeney, Limited Partner

EXHIBIT A

NAME, PERCENTAGE OF OWNERSHIP, AND PLACE OF RESIDENCE  
OF EACH LIMITED PARTNER

NAME: John F. Sweeney and Diane Sigler Sweeney.

OWNERSHIP: 100% ownership as joint tenants with rights of  
survivorship and not as tenants in common.

PLACE OF RESIDENCE: 26301 Siena Drive  
Bonita Springs, FL 34134

NAME AND PLACE OF RESIDENCE OF GENERAL PARTNERS

John F. Sweeney  
26301 Siena Dr.  
Bonita Springs, FL 34134  
and

Diane Sigler Sweeney  
26301 Siena Dr.  
Bonita Springs, FL 34134

STREET ADDRESS OF THE PRINCIPAL OFFICE AND MAILING ADDRESS OF  
SIGNEY LTD.:

Street address of principal office of Signey Ltd. is 26301 Siena Dr.  
Bonita Springs, FL 34134

Mailing address of Signey Ltd. is 26301 Siena Dr. Bointa Springs, FL  
34134.

## AFFIDAVIT

The undersigned constituting all of the General Partners of Signey Ltd., a Florida Limited Partnership, certify:

- 1) That they are the General Partners of Signey Ltd., a Florida Limited Partnership with principal place of business at 26301 Siena Dr. Bonita Springs, Florida 34134 (hereinafter called "Signey").
- 2) That the capital contributions of the Limited Partners to Signey to date totals \$1,000.
- 3) That the total amount contributed and anticipated to be contributed by the Limited Partners at this time totals \$1,000.
- 4) That the Limited Partners are not obligated to make additional capital contributions.

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

Dated this 23 day of OCTOBER 2000



John F Sweeney



Diane Sigler Sweeney