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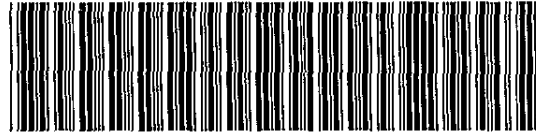
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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TALLAHASSEE, FLORIDA

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[Signature]

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FF 87.50
OP 73.50



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

October 29, 2004

DAVID GREENBERG
1371 SW 12TH AVENUE
POMPANO BEACH, FL 33069

SUBJECT: THE FLY HIGH FAMILY LIMITED PARTNERSHIP NO. 2
Ref. Number: W04000039807

We have received your document for THE FLY HIGH FAMILY LIMITED PARTNERSHIP NO. 2 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 registered agent must sign accepting the designation.

The effective day must be specific and cannot be prior to the date of filing.

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) 245-6020.

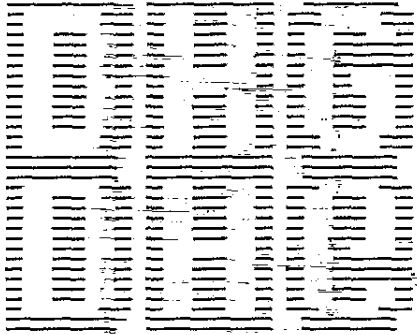
Tammi Cline
Document Specialist

Letter Number: 104A00062334

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David H. Greenberg
Attorney at Law
1371 SW 12th Avenue
Pompano Beach, FL 33069
Telephone (954) 943-2800
Fax (954) 943-1314
Member Florida Bar
Member New York Bar

October 20, 2004

Division of Corporations
PO Box 6327
Tallahassee, FL 32314

RE: Fly High Family Limited Partnership Nos. 2-8

Dear Sirs;

Per the specified initial capital contribution of \$500.00 for each of the above SEVEN Certificates of Limited Partnership, I enclose the minimum filing fee of \$52.50 plus designation of resident agent fee of \$35.00 and \$10.50 capital contribution fee for EACH of the above Certificates of Limited Partnership, so aggregating \$686.00. Please file the same accordingly and return confirmation letters with each registration number of each Certificate of Limited Partnership filed. Thank you.

Very truly yours,

David H. Greenberg
DHG/rj

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TALLAHASSEE, FLORIDA

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**AFFIDAVIT AND CERTIFICATE OF LIMITED PARTNERSHIP OF
THE FLY HIGH FAMILY LIMITED PARTNERSHIP NO. 2**

This Limited Partnership Agreement made this September 29, 2004 between JOSHUA S. LLOYD ("General Partner") and DONALD S. LLOYD AND ROBIN Y. LLOYD ("Limited Partners"):

WITNESSETH :

ARTICLE I - FORMATION OF PARTNERSHIP

The parties hereto agree to enter into this partnership to be formed under 620, Florida Statutes, which shall govern the rights and liabilities of parties expressed below.

ARTICLE II - NAME, PRINCIPAL OFFICE AND MAILING ADDRESS

The business of the partnership shall be conducted under the name of **THE FLY HIGH LIMITED PARTNERSHIP NO. 2**. The principal office and the address of the General Partner and Registered Agent for service of process shall be 1835 S Ocean Blvd, #A, Delray Beach, FL 33481. This Registered Agent shall be **Donald S. Lloyd**.

ARTICLE III - NATURE OF BUSINESS

1. To purchase, lease, or otherwise acquire, sell sublease, operate and dispose of property of every kind and nature, to operate a business in or expand as required, to generally engage in the business of buying, selling, leasing, and operating property of all kind and to conduct a general business as thereto related.
2. To enter into, make and perform contracts for any lawful purpose pertaining to the business of the Partnership without limit as to amount, with any person, firm, syndicate, association, corporation, or governmental entity, domestic or foreign.
3. To purchase the assets of any other person, firm, or corporation and engage in the same or other character of business.
4. To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge, or otherwise acquire or dispose of shares of the capital stock, bonds securities, or other evidences of indebtedness created by any person, firm or corporation, and while the owner of such stock, exercise all of the rights powers, and privileges of ownership, including the right to vote the stock.
5. To exercise all the powers of like partnerships confirmed by the law of the State of Florida. The purposes listed above shall not limit or restrict this Partnership.
6. The partners of the Partnership hereby agree and acknowledge the assets of the Partnership: (a) are vital to the success of the Partnership; (b) are necessary for the Partnership to produce income and profit for the benefit of all partners; and (c) may not be used to satisfy the individual debts of any partner as provided in section 620.153 and 620.68(2) (c), Florida Statutes.

**ARTICLE IV - NAMES AND ADDRESS OF MEMBERS AND CONTRIBUTIONS
OF LIMITED PARTNERS**

1. Name and address of General Partner:

GENERAL PARTNER	PLACE OF RESIDENCE
JOSHUA S. LLOYD	6818 Portside Drive Boca Raton, FL 33496

2. The name, address and contributions of the Limited Partners are as follows:

LIMITED PARTNER	PLACE OF RESIDENCE	INITIAL CONTRIBUTION
DONALD S. LLOYD	1835 S Ocean Blvd, #A Delray Beach, FL 33481	\$500.00
ROBIN Y. LLOYD	1835 S Ocean Blvd, #A Delray Beach, FL 33481	\$500.00

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3. The liability of any Limited Partner for any debts or obligations of or to the Partnership at any time shall be limited to the amount then contributed by him to the capital of the Partnership and his/her share in undistributed net profits.

4. No additional contributions of the Limited Partner have been agreed upon.

5. The partners of the Partnership agree that the conversion of a General Partner's interest in the Partnership to a Limited Partner's interest in the Partnership shall be deemed as a withdrawal of a General Partner from the Partnership, shall not dissolve or terminate the Partnership and shall not create any right of distribution from Partnership to any partner (including the General Partner whose interest is being converted into a limited partner's interest).

ARTICLE V - TERM

1. The Partnership shall begin on **November 29, 2004** and shall continue for **fifty years** thereafter unless sooner dissolved by law or by agreement of the parties hereto.

2. The Limited Partnership shall not be terminated by the death, insanity, bankruptcy, withdrawal or expulsion of any Limited Partner; by the assignment by any Limited Partner of his interest; or by the admission of a new Limited Partner.

3. The Limited Partnership shall be dissolved only upon the occurrence of any of the following events:

a. The written consent or affirmative vote to dissolve the Limited Partnership of the Limited Partners owning more than **89%** of the then outstanding Partnership interest.

b. The bankruptcy or dissolution of the General Partner (except by way of merger, consolidation or corporate organization or reorganization or death, insanity or retirement if the General Partner).

c. The expiration of the time period set forth in Article V Section 1.

d. Voluntary dissolution of the Partnership by agreement of the Partners.

ARTICLE VI - - RETURN OF CONTRIBUTIONS

No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership as provided in this Certificate of Limited Partnership.

ARTICLE VII - PROFITS

All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities. The earnings of the Partnership shall be distributed at least annually except that the earnings may be retained by the Partnership and transferred to Partnership capital for the reasonable needs of the business as determined in the sole discretion of the General Partner.

ARTICLE VIII - - CONTINUANCE OF BUSINESS

Upon the death of the General Partner, the Partnership shall dissolve.

ARTICLE IX - PROPERTY OTHER THAN CASH

A Limited Partner may not demand property other than cash in return for his contribution.

ARTICLE X - MANAGEMENT

The business of the Partnership shall be under the exclusive control of the General Partner. The Limited Partners shall not participate in the management of the business of the Partnership.

ARTICLE XI - ASSIGNMENT

1. A Limited Partner may assign his/her Partnership interest to other Limited Partner(s) without the consent of the other Limited Partner(s) as provided in this Certificate. No assignee or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the

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following conditions are satisfied:

a. the General Partner and all of the Limited Partners other than the Limited Partner seeking to assign his or her Partnership interest, in their sole and absolute discretion, have consented in writing to the admission of the assignee as a substituted Limited Partner;

b. The fully executed and acknowledged written instrument of assignment which has been filed with the Limited Partnership sets forth the intention of the assignor that the assignee become a substitute Limited Partner;

c. The Limited Partnership interest being acquired by the assignee consist of 100% of the assigning limited Partner's interest.

d. The assignor and assignee execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement and his execution, acknowledgment and delivery to the General Partner of a Power of Attorney, the form and content of which shall be provided by the General Partner; and

e. A transfer fee of **\$20,000** has been paid by assignee to the Limited Partnership.

2. The General Partner may elect to treat an assignee who has not become a substituted Limited Partner as a substituted Limited Partner in the place of his assignor should it deem, in its sole discretion, that such treatment is in the best interest of the Limited Partnership or for any purposes of the Limited Partnership Agreement.

3. The General Partner will be required to amend the Agreement of Limited Partnership only quarterly to reflect the substitution of Limited Partners. Until the Agreement of Limited Partnership is so amended, an assignee shall not become a substituted Limited Partner.

4. Anything in this Agreement to contrary notwithstanding, no Limited Partner or other person who has become the holder of interest in this Limited Partnership shall transfer, assign or encumber all or any portion of his interest in the Limited Partnership during any fiscal year if such transfer, assignment or encumbrance would (in the sole and unreviewable opinion the General Partner) result in the termination of the Partnership for purposes of the then-applicable provisions of the Internal Revenue Code of 1954, as amended.

ARTICLE XII - CONVERSION OF INTEREST AS A GENERAL PARTNER

Provided that there is a least one other general partner of the Partnership which is then willing to serve or continue to serve as the general partner of the Partnership, then any other general partner of the Partnership may convert his or its interest as a general partner in the Partnership to an interest as a limited partner in the Partnership upon notice to the Partnership without approval or consent of any of the other partners of the Partnership. This conversion shall not in any way (a) cause a dissolution or termination of the partnership or (b) cause the Partnership to distribute any capital either to the converting partner or any other partner in the Partnership or (c) be deemed as a withdrawal of general partner from the Partnership.

ARTICLE XIII - DISTRIBUTIONS OF NET CASH

Distribution of Net Cash from the partnership to its partners shall be made from time to time as the general partner of the Partnership may determine from time to time in its sole discretion. For purposes of this paragraph, "Net Cash" shall mean the gross cash which the Partnership has "on hand," less amounts used to pay or establish reserves for all Partnership expenses, debt, payments (principal and interest), capital improvements, capital replacements and contingencies, all as determined by the general partner of the Partnership in its sole discretion.

ARTICLE XIV - WAIVER OF WITHDRAWAL EVENT; RECONSTITUTION

Upon the written consent of all partners, other than the general partner, the Partnership may waive any event of withdrawal of the general partner as provided under Section 620.124, Florida Statutes. If the Partnership elects not to waive an event of withdrawal of a general partner and there is at least one other general partner that is not withdrawing, then the Partnership shall not be dissolved and the remaining general partner shall continue the business of the Partnership in the place and stead of the withdrawing general partner. If the Partner elects not to waive an event. If

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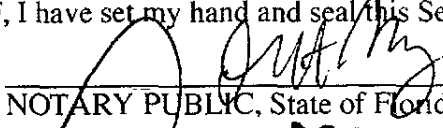
the Partnership elects not to waive and event of withdrawal of a general partner after such withdrawal, then the partners who have not withdrawn may, within 90 days of such withdrawal, appoint a successor general partner and elect to continue the business of the Partnership. In such case, the Partnership shall not be dissolved.

IN WITNESS WHEREOF, we, and each of us, have signed this Certificate this September 29, 2004.


JOSHUA S. LLOYD, General Partner

BEFORE ME, the undersigned authority, personally appeared JOSHUA S. LLOYD, known to me to be the person named as General Partner and who executed the foregoing Certificate of Limited Partnership and s/he acknowledged before me that s/he executed the same for the purposes therein set forth.

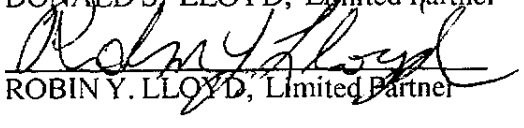
IN WITNESS WHEREOF, I have set my hand and seal this September 29, 2004.

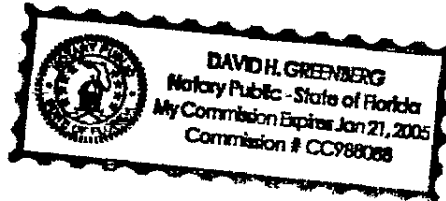

NOTARY PUBLIC, State of Florida

(SEAL)

My commission expires:

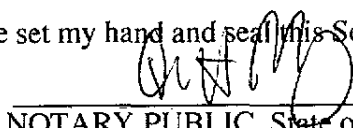

DONALD S. LLOYD, Limited Partner


ROBIN Y. LLOYD, Limited Partner



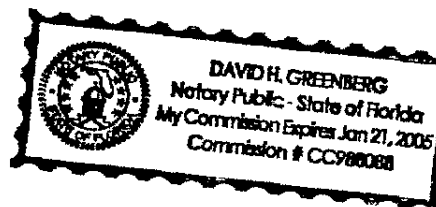
BEFORE ME, the undersigned authority, personally appeared DONALD S. LLOYD known to me to be the person named as Limited Partner, and ROBIN Y. LLOYD known to me to be the person named as Limited Partner and they acknowledged before me that they executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal this September 29, 2004.


NOTARY PUBLIC, State of Florida

(SEAL)

My commission expires:



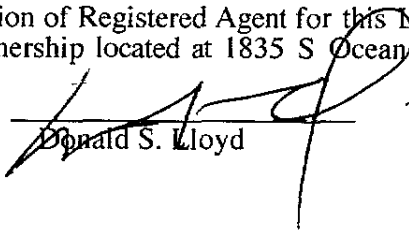
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ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent for this Limited Partnership at the Registered Office of the Limited Partnership located at 1835 S Ocean Blvd., #A, Delray Beach, FL 33481.


Donald S. Lloyd

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