

STATE INFORMATION Bureau  
Requestor's Name

**A22731**

842 E. PARK AVE  
Address

TALLY FL32309  
/City/State/Zip

561-3990  
Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. PERSHING PARK C.V. (LTD.) 300002169839--5  
(Corporation Name) (Document #)  
-05/07/97--01083--031  
\*\*\*\*\*52.50 \*\*\*\*\*52.50
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

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- Walk in   
  Pick up time \_\_\_\_\_   
  Certified Copy  
 Mail out   
  Will wait   
  Photocopy   
  Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

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OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

G. TAX \_\_\_\_\_  
 FILING 52.50  
 R. AGENT FEE \_\_\_\_\_  
 C. COPY 52.50  
 TOTAL 105.00  
 N. BANK \_\_\_\_\_  
 BALANCE DUE \_\_\_\_\_  
 REFUND \_\_\_\_\_

5/5/97

Examiner's initials hm

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF LIMITED PARTNERSHIP  
AND  
CERTIFICATE OF AMENDMENT  
TO  
APPLICATION FOR REGISTRATION  
OF

PERSHING PARK, C.V. (LTD)

Pursuant to the provisions of section 620.173, Florida Statutes, this foreign limited partnership hereby submits this certificate of amendment to its registration application and pursuant to Section 620.109, Florida Statutes, its certificate of amendment to Certificate of Limited Partnership of PERSHING PARK, C.V. (LTD) which are amended as follows:

The general partner, EURO AMERICAN INVESTORS GROUP, B.V., a Dutch corporation, is now changed to EURO AMERICAN INVESTORS AUTUMN, B.V., a Dutch corporation.

The date of filing of this instrument shall be May 5, 1997.

F 9700002 287

EURO AMERICAN INVESTORS AUTUMN B.V.  
2514 NC THE HAGUE  
THE NETHERLANDS

EURO AMERICAN INVESTORS GROUP  
B.V., a Dutch corporation

By:   
HERMAN BESSEM,  
Managing Director

(corporate seal)

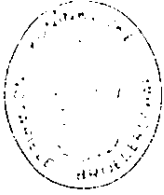
STATE OF \_\_\_\_\_  
COUNTY/COUNTRY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, appeared this \_\_\_\_\_ day of April, 1997, HERMAN BESSEM, Managing Director of Euro American Investors Group, B.V., who is personally known to me or who has produced for me \_\_\_\_\_ as identification, who acknowledged executing the foregoing instrument, and who did take an oath.

\_\_\_\_\_  
Notary Public [signature]

\_\_\_\_\_  
[Name of notary public typed or printed]  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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Seen for legalisation by me, Mr F.D. Rosendaal, civil law notary in Rotterdam, of the signature of HERMAN BESSEM, residing in The Hague, born in Surabaya on November 28, 1940, for the purposes hereof acting as managing director of the private company with limited liability EURO AMERICAN INVESTORS GROUP B.V., established in The Hague, who, according to the information on the company with the trade register of its corporate seat, in such capacity has full power to represent this company.

Rotterdam, April 29, 1997.



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**AFFIDAVIT OF SELLER**

BEFORE ME, a civil law notary, practicing at \_\_\_\_\_, The Netherlands, this day personally appeared HERMAN BESSEM, who being duly sworn, deposes and says that:

1. This affidavit is being filed with the Florida Department of State pursuant to Section 620.173, Florida Statutes (1995) to correctly reflect a change of the general partner of Pershing Park, C.V. a limited partnership created under the laws of the Netherlands ("Pershing Park"), which has registered to transact business in the state of Florida under the name Pershing Park, C.V., (Ltd.).

2. As Managing Director, the undersigned has authority to make this affidavit on behalf of Euro American Investors Group, B.V., a Netherlands corporation.

3. That as sole managing director of H. Bessem Beheer, a Netherlands corporation which is the sole managing director of Euro American Investors Autumn B.V., a Netherlands corporation, the undersigned has authority to make this affidavit on behalf of Euro American Investors Group, B.V., a Netherlands corporation.

4. That pursuant to an amendment to the articles of association of Pershing Park, Euro American Investors Autumn, B.V. was substituted as the sole general partner of Pershing Park in place of Euro American Investors Group, B.V., effective April 1, 1992.

5. A true English translation of the Pershing Park limited partnership agreement, as amended, is attached hereto.

**FURTHER AFFIANT SAYETH NOT.**


EURO AMERICAN INVESTORS GROUP  
B.V., a Dutch corporation

By:   
HERMAN BESSEM,  
Managing Director

(corporate seal)

EURO AMERICAN INVESTORS AUTUMN  
B.V., a Dutch corporation

By: H. BESSEM BEHEER B.V., a  
Dutch corporation, Managing  
Director

By:   
HERMAN BESSEM,  
Managing Director

(Corporate Seal)

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Seen for legalisation by me, Mr F.D. Rosendaal, civil law notary in Rotterdam, of the signature of HERMAN BESSEM, residing in The Hague, born in Surabaya on November 28, 1940, for the purposes hereof acting as managing director of the private company with limited liability H. BESSEM BEHEER B.V., established in Leyden, who, according to the information on the company with the trade register of its corporate seat, in such capacity has full power to represent this company, which latter company for the purpose hereof also acts as managing director of the private company with limited liability EURO AMERICAN INVESTORS AUTUMN B.V., established in The Hague, and according to the information on the latter company with the trade register of its corporate seat, in such capacity has full power to represent EURO AMERICAN INVESTORS AUTUMN B.V.

Rotterdam, April 29, 1997.



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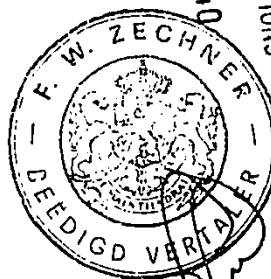
The undersigned:

Paul Klemann, civil notary at Rotterdam, hereby declares that he has assured himself to the best of his ability on the basis of the information placed at his disposal (statements signed by the partners) that the terms of the limited partnership Pershing Park C.V. established at The Hague, effective April 1, 1992, will be in conformity with those contained in the text attached to this declaration.

Signed at Rotterdam on February 28, 1992.

w.s. P. Klemann

I, F. W. Zechner, Sworn Translator at The Hague, do hereby certify that the foregoing translation is a true and correct translation of the original document in the Netherlands language. IN WITNESS WHEREOF I have hereunto set my hand and seal this *15th* day of *April, 1992*



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Name and Domicile. Partners.

Article 1.

1. The partnership bears the name PERSHING PARK C.V. and elects domicile at The Hague.
2. Euro-American Investors Autumn B.V. shall be the general partner.  
The other partners shall be the limited partners.
3. Joining or replacement of partners - both general and limited - may take place only upon prior written permission of all partners.
4. Each limited partner shall be obligated to notify the general partner in writing of his address and any change thereof.

Purpose.

Article 2.

The purpose of the partnership shall be the acquisition, alienation, encumbrance, operation, renting and leasing of immovable property, as well anything related to the above or that may be beneficial to same, all this in the widest sense of the word.

Duration. Notice by a partner.

Article 3.

1. The partnership shall be entered into for an indefinite period of time.
2. The general partner may not give notice to the partnership. Any limited partner may give notice to the partnership by registered letter or by serving writ addressed to the general partner provided that all partners have granted their prior written consent to such notice.

Contribution. Capital of the partnership.

Article 4.

1. The general partner shall contribute to the partnership the knowledge and labour at his disposal. Furthermore the general partner shall bring into the partnership an amount in cash of twenty-five thousand American dollars.
2. Each of the limited partners shall bring into the partnership an amount in cash, namely:

- Behcer- en Handelsmaatschappij Blokker B.V., an amount of one hundred and ten thousand American dollars;
- Willem Cornelis Zijerveld, an amount of one hundred thousand American dollars;
- Orange Project B.V., an amount of one hundred and ten thousand American dollars;
- the company of Tuinhof/Smit, an amount of one hundred thousand American dollars;
- *Petrus Cornelis Heemskerk*, an amount of two hundred thousand American dollars;
- Jacobus Hermans, an amount of one hundred and ten thousand American dollars;
- Herman Simon Labes, an amount of one hundred thousand American dollars;
- Straathoven B.V., an amount of one hundred and twenty thousand American dollars;
- Me-Inverdi B.V., an amount of two hundred thousand American dollars;
- Joannes Antonius Franciscus Witteveen, an amount of one hundred thousand American dollars.

3. Each partner shall be credited for his contribution in a capital account made out in his name in the books of the partnership.

4. Any additional contribution by a partner or withdrawal of capital brought in may be done only by virtue of a resolution by the partners passed either unanimously in a meeting of partners at which all partners are present or duly represented, or outside of a meeting.

The capital account of the partner concerned shall be credited or debited, as the case may be, relative to such contribution or withdrawal.

Any amount a partner deposits to the debit of the partnership in excess of or lower than the amount of his capital account shall be credited or debited, as the case may be, to a private account, all this insofar as such amount is not subject to a separate arrangement between him and the partnership.

5. No interest shall accrue from the total balances of the capital account and the private account of any partner.

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6. For the purpose of their mutual legal relationship the amounts due to partners according to their credit entries in the books of the partnership shall be regarded as debts of the partnership.

7. All property acquired for the benefit of the partnership lawfully shall be the property of the general partner. For the purpose of the mutual relationship of the partners the capital of the partnership economically shall be common property.

Management and representation.

Article 5.

The management of the partnership shall be held by the general partner. The general partner shall be authorized to bind the partnership to third parties and third parties to the partnership.

Other duties of the general partner.

Article 6.

Without unanimous consent of the meeting of partners granted either at a meeting at which all partners are present or duly represented, or outside of a meeting, the general partner shall be active in no other manner than as general partner of the limited partnership in hand.

Financial year, balance sheet, profit and loss account.

Article 7.

1. The financial year shall be equal to the calendar year. The first financial year shall run from now to December thirty-one, nineteen hundred and eighty six.

2. Within five months after the end of the financial year, as well as at any possible termination of the partnership in the course of a financial year, the books of the partnership shall be closed and the general partner shall prepare a balance sheet and a profit and loss account for approval by the meeting of partners.

The balance sheet and the profit and loss account shall be signed by the general partner.

[Copies of] The documents referred to in the preceding sentence shall be sent to all partners to be accompanied by a call for meeting of the partners at which such documents will be discussed.

Upon approval of these documents by the assembly of the meeting of partners, the general partner shall be released from any liability in respect of his management during the preceding financial year subject to any reservations the assembly may make.

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Profit and loss.

Article 8.

1. Any losses and profits shall be determined according to such standards as are generally considered acceptable. The general partner shall receive annually an amount of guilders three thousand (fls. 3,000.00) to the debit of the profit and loss account.
2. The profits and losses are shared or borne, as the case may be, by all partners in proportion to the weighted average of the balances of the respective capital accounts covering the financial year in which the result is gained or sustained, as the case may be, calculated as on the last day of the financial year. The limited partners however shall not share in any losses nor be liable for them any further than to the total of their contributed capital; any remaining losses shall be borne at any time by the general partner.

Dissolution of the partnership.

Article 9.

1. The partnership expires in respect of a partner:
  - a. as a result of notice given by a limited partner with due observance of the provisions of article 3;
  - b. by the death of a partner unless his joint heirs decide to continue the partnership in the place of the deceased partner by means of a written declaration addressed to the general partner;
  - c. on account of the bankruptcy of a partner becoming irrevocable;
  - d. if a partner is placed under legal restraint by an irrevocable decision of the court, or is found mentally incompetent in any other manner;
  - e. on account of section 1684 of the Civil Code becoming applicable to a partner.
2. The partner concerned or his legal representative shall be obligated to notify without delay the other partners at the addresses referred to in article 1, paragraph 4, of any of the circumstances that may occur to a partner as referred to in the preceding paragraph of this article. If in respect of a partner the partnership expires on the grounds of any of the circumstances referred to in the preceding paragraph of this article, the partnership shall be dissolved and article 17 shall have application unless:

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- a. the general partner decides within thirty days after any of the circumstances referred to above has occurred and has so notified all partners, including the partner in respect of whom the partnership has expired, that the partnership be continued by the remaining partners, in which case the terms of the present agreement shall apply to the partnership in continuance;
- b. if the general partner makes no decision as referred to under a., or if the partnership expires in respect of the general partner on the grounds of any of the circumstances referred to in the preceding paragraph of this article, the limited partners resolve to continue the partnership, which resolution shall be passed within fifteen days after it has been established that the general partner decides not to continue the partnership, or after the partnership has expired in respect of the general partner; such resolution [of the limited partners] shall lay down the designation of a succeeding general partner and shall be taken by absolute majority of votes cast in a meeting of limited partners held for that purpose; the terms of the present agreement shall apply to the partnership in continuance if the partnership is continued by virtue of the provisions of this article.

Notwithstanding the provisions of this article the partnership shall be dissolved and article 17 shall apply if the partnership expires in respect of the general partner on the grounds of any of the circumstances referred to under b, c, or d of the previous article; in such case subject to unqualified assent the limited partners may designate a succeeding general partner and continue the partnership, to which partnership the terms of the present agreement shall apply.

3. Any partners who continue the partnership pursuant to the provisions of the preceding paragraph of this article shall be authorized to take over, or as the case may be, have assigned to them the rights of the defunct partner in respect of any assets forming part of the property of the partnership, against which they shall be obligated to assume any liabilities existing to the debit of the partnership and to disburse to the defunct partner the amount referred to in the following paragraph of this article.
4. The amount referred to in the conclusion of the preceding paragraph shall be equal to the balance of the capital account of the defunct partner as at the time of his becoming defunct, including his share in the profit, or as the case may be, the loss made or sustained in the financial year then relevant as will correspond with the percentage by

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which in the year of his becoming defunct he were to share in the profit, or as the case may be, the loss made or sustained according to article 8, paragraph 2.

5. The amount referred to above shall be disbursed to the defunct partner in TEN equal annual instalments, the first of which shall be due ONE year after the first day of the month following the month of his becoming defunct at a compensation of interest of four per cent per annum, or if such is less, an interest equal to the discount rate for promissory notes of the Netherlands [Central] Bank valid at the time of becoming defunct falling due on the due dates of the repayment instalments from the day of *becoming defunct to the day of full settlement.*

Earlier repayment shall be possible at all times provided this be done in round sums of ONE HUNDRED American dollars; such earlier repayment shall be appropriated on the last due repayment instalment, or instalments as the case may be.

6. Notwithstanding the provisions of paragraph 5, the entire amount still owing of the disbursement with accrued interest referred to in mentioned paragraph shall be claimable immediately and in its entirety:

- a. if the activities of the partnership are no longer continued by one or more partners;
- b. if an obligation toward the defunct partner arising from this article is not met.

7. The balance of the private account of a defunct partner shall be due immediately upon his becoming defunct, all this subject to any separate arrangements concluded or to be concluded between him and the other partners.

8. Any rightful claimant to a disbursement referred to in the preceding paragraphs of this article shall have the right at all times - provided that which follows be done at his own expense subject to the provisions in the penultimate sentence of this paragraph - to arrange to undertake by an expert to be assigned by him in writing and approved by the general partner - preferably a chartered accountant not engaged by the partnership - any auditing which such expert deems necessary to consider the question whether the interests of his principal are sufficiently safeguarded. The expert shall provide his principal with no information other than in his judgement is strictly necessary in the interest of his principal.

If it appears that the interests of the principal are not sufficiently safeguarded, an arbitrator may decide that the costs of the examination which has revealed same shall be borne wholly or in part by the partner(s).

The expert shall be assigned by an arbitrator if the general partner does not grant the approval required for the assignment of the expert.

9. Where in this article reference is made to the defunct partner, his successors and the person exercising his rights shall be deemed equal.

Meeting of partners.

Article 10.

1. The annual meeting of partners shall be held within six months after termination of the financial year.
2. *At this meeting:*
  - a. the general partner shall report orally or in writing on the operational results of the partnership and the management conducted by him and such report shall be discussed and commented upon;
  - b. the balance sheet and the profit and loss account shall be submitted for approval;
  - c. any other items shall be reviewed that have been placed on the agenda with due observance of article 11, paragraph 3.
3. Extraordinary meetings of partners shall be held as often as the general partner may consider desirable, as well as if one or more partners the capital account of whom amounts to at least TEN PER CENT of the total of all capital accounts so request the general partner in writing stating the subjects to be discussed. With due observance of the relevant provisions of this deed, the requesting parties themselves shall be authorized to call any such meeting if the general partner does not arrange for such meeting to be held within thirty days following a pertinent request.

Article 11.

1. The meetings of partners shall be held at The Hague. At any meeting held in another location any resolutions passed shall be valid only if all partners are present or duly represented.
2. Without prejudice to the provisions of article 10, paragraph 3, last sentence, the partners shall be called to a meeting of partners by the general partner. Such call shall be done by registered letter not later than the fifth day preceding such meeting.
3. The call for meeting shall at all times state the subjects to be reviewed. No resolutions shall be considered valid in respect of subjects which have not been announced in the call for meeting, or in a supplementary call for meeting with due

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observance of the latest date prescribed for such call for meeting unless such resolutions are passed unanimously at a meeting at which all partners are present or duly represented.

Article 12.

1. The meeting of partners itself shall provide for its chair; the chairman shall name the secretary.
2. Unless a notarial report is drawn up, minutes shall be made of the proceedings at any meeting. The minutes shall be confirmed as will be evident from the signatures of the chairman and secretary of the relevant meeting, or confirmed by a subsequent meeting; in the latter case they shall be signed by the chairman and secretary of such subsequent meeting as proof of confirmation.
3. The chairman of the meeting and furthermore the general partner may at all times give instructions to have a notarial report drawn up at the expense of the partnership. Moreover any other partner may give such instructions at his own expense.

Article 13.

1. At a meeting such number of votes may be cast as equals the number of multiples of ONE HUNDRED American dollars making up the total of the balances of the capital accounts at the time of exercising the right to vote; for the purpose of calculation fractions of ONE HUNDRED American dollars shall be disregarded. The number of votes thus determined shall be distributed to the partners in proportion to their capital accounts.
2. Blank and invalid votes shall be deemed not to have been cast.
3. The partners may arrange for representation at the meeting by written proxy.

Article 14.

1. Insofar as not provided for otherwise in this deed, any resolutions at the meeting of partners shall be passed by absolute majority of valid votes cast.
2. The chairman decides on the manner in which voting shall be done.

Article 15.

1. The partners may pass outside of the meeting any resolutions which they could pass at a meeting.  
Any such resolution shall have effect only if all partners declare to be in favour of the relevant resolution in writing, by telegram or by telex.

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2. The general partner shall record any resolution as referred to in paragraph 1 in the register of minutes of the meeting of partners; such records shall be read at the next meeting of partners by the chairman of that meeting. The records evidencing the passing of such resolution shall in addition be kept with the register of minutes of the meeting of partners and the partners shall be notified in writing as soon as such resolution is passed.

Amendments and dissolution.

Article 16.

The assembly of the meeting of partners may amend the terms of the partnership or resolve to dissolve the partnership.

Such resolution may be passed only either unanimously at a meeting where all partners are present or duly represented, or outside of a meeting.

Liquidation.

Article 17.

1. If and when the partnership is dissolved its affairs shall be settled as soon as possible by a liquidator to be appointed by the partners, or their legal representatives, or their beneficiaries per universatam, and failing agreement, by an arbitrator.

2. From the assets of the partnership remaining after payment of all creditors the balance of their capital accounts shall be disbursed to all partners first, if possible. The remainder, if any, shall be shared or, as the case may be, borne by the partners in conformity with the provisions of article 8, paragraph 2.

Any negative liquidation residue shall be fully for the account of the general partner.

Arbitration.

Article 18.

1. Any disputes arising from this agreement, or from further agreements resulting from it, between parties and/or their beneficiaries shall be settled by an arbitrator insofar as the decision is not expressly referred to third parties according to this deed, or any agreement related to it.

3. The arbitrator shall be appointed by the Netherlands Arbitration Institute at the request of the willing party and he shall settle any dispute in accordance with the rules of the Netherlands Arbitration Institute.

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Article 19.

The law of the Netherlands shall be applicable in respect to the mutual legal relationship between partners, whereas the immovable property owned by the partnership and any agreements resulting from it shall be governed by the law of the country, or the state in which such immovable property is located.

I, F. W. Zechner, Sworn Translator at The Hague, do hereby certify that the foregoing translation is a true and correct translation of the original document in the Netherlands language. IN WITNESS WHEREOF I have hereunto set my hand and seal this 15<sup>th</sup> day of April, 1992



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