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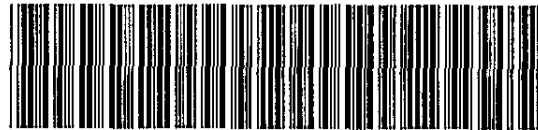
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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04 JUL -8 AM 10:34

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 795051 12000A

AUTHORIZATION : *Patricia Pigato*

COST LIMIT : \$ 52.50

FILED
04 JUL -8 AM 10:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : July 8, 2004

ORDER TIME : 10:56 AM

ORDER NO. : 795051-005

CUSTOMER NO: 12000A

CUSTOMER: Renee Ann Winslow, Legal Asst
Robert Lee Shapiro, P.a.
Suite 272
2401 Pga Boulevard
Palm Beach Gard, FL 33410

DOMESTIC FILINGS

NAME: STUART CENTER ASSOCIATES, LTD.

XX ARTICLES OF DISSOLUTION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Sara Lea - EXT# 2914

EXAMINER'S INITIALS: _____

**CERTIFICATE OF CANCELLATION
FOR**

STUART CENTER ASSOCIATES, LTD.

(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.113, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on 8/1/90, hereby submits this Certificate of Cancellation.

FIRST: Reason for cancellation: (State why partnership is submitting cancellation)

SEE ATTACHED

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND: This Certificate of Cancellation shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signatures of all general partners:

SEE ATTACHED

**AGREEMENT OF DISSOLUTION
OF
STUART CENTER ASSOCIATES, LTD.**

04 JUL -8 AM 10:21
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT dated as of June 24, 2004 ("Effective Date"), by and between Stuart Center Associates, Ltd., a Florida limited partnership ("Limited Partnership"), S.C.A. & Company, Inc., a Florida corporation ("SCA"), Audrey Lea Haisfield ("AH"), Tamara Haisfield ("TH"), Tracy Haisfield ("TRH"), Michael Haisfield ("MH"), and Lisa Haisfield ("LH"). SCA, AH, TH, TRH, MH and LH are hereinafter singularly referred to as "Partner") and collectively referred to as "Partners".

WITNESSETH:

WHEREAS:

- A. The Partners are the sole partners and present holders of all the interests in the Limited Partnership.
- B. SCA is the sole general partner of the Limited Partnership. AH, TH, TRH, MH and LH are the limited partners of the Limited Partnership. The percentage interests of the Partners in the Limited Partnership is: (i) SCA 1.0%; (ii) AH 24.75%; (iii) TH 24.75%; (iv) TRH 12.375%; (v) MH 12.375%; and (vi) LH 24.75%.
- C. The Limited Partnership was established pursuant to the terms and conditions of that certain Stuart Center Associates, Ltd. Agreement of Limited Partnership dated August 1, 1990, as heretofore amended ("Partnership Agreement");
- D. The Limited Partnership is the owner of certain real and personal property located in Martin County, State of Florida and more particularly described on Exhibit "1" attached hereto ("Shopping Center Property");
- E. The Partners have decided, subject to the terms and condition of this Agreement, to: (i) formally dissolve the Limited Partnership; and (ii) distribute the Shopping Center Property in like kind to each of the Partners in proportion to his/her or its interest in the Limited Partnership, as tenants-in-common,

NOW, THEREFORE, for Ten and no/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by each of the Partners hereto to the others, receipt of which is hereby acknowledged by each of the Partners, the Partners agree as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. That: (i) the Limited Partnership is, as of the Effective Date, formally dissolved; and (ii) SCA is hereby appointed and designated as the Liquidating Partner. The Liquidating Partner shall take all actions necessary to wind up the affairs of the Limited Partnership as set forth in the Partnership Agreement and as required by applicable law, including, but not limited to, the filing of a Certificate of Dissolution.
- 3. That the Limited Partnership, in dissolution, shall distribute the Shopping Center Property in like kind to each Partner (or a Delaware limited liability company, the sole member of which is the Partner) as a tenant-in-common in proportion to his/her/its respective Limited Partnership interests as set forth in B of the preamble. In connection therewith, the Partners hereby authorize the Limited Partnership in dissolution, by and through SCA to execute all the documents needed to accomplish such distribution, including, without limitation, any and all deeds, assignments, bills of sale or other instruments of conveyance required to transfer to each Partner (or a Delaware limited liability company, the sole member of which is the Partner) his/her respective interest, as a tenant-in-common, in and to the Shopping Center Property. All such distributions shall be subject to the then existing liabilities of the Limited Partnership pertaining to the Shopping Center Property.

Each Partner acknowledges: (i) that, in accordance with the requirements of the Lender, it will execute and perform all obligations pursuant to that certain Agreement Relating to the Co-Ownership of Stuart Center ("Co-Ownership Agreement"); and (ii) the Property is currently subject to Shopping Center Sale and Purchase Agreement dated June 9, 2003, as amended, by and between Stuart Center Associates, Ltd., as Seller and Master Development, Inc., as Purchaser ("PSA"). The PSA will be assigned, in distribution to each Partner as tenant-in-common pursuant to the Co-Ownership Agreement. Each Partner or its nominee shall execute any and all documents needed to satisfy its obligations pursuant to the Co-Ownership Agreement and/or accomplish the conveyance of the Property to the Purchaser, including, without limitations, any and all deeds, assignments, bills of sale or other instruments of conveyance.

In connection therewith, each Partner agrees to execute any and all documents, whether before or after the dissolution and/or distribution, necessary to accomplish same.

4. Prior to the dissolution of the Limited Partnership, each Partner shall execute and deliver to Robert Lee Shapiro, P.A. that certain Agreement Relating To The Co-Ownership Of Stuart Center attached hereto as Exhibit "2", which shall have affect as of the Dissolution.

5. This Agreement may be executed in one or more separate counterparts and, the counterparts so executed, when executed by all of the parties hereto in one or more separate counterparts, shall constitute a fully executed counterpart of this Agreement.

6. To the extent possible, the parties hereto agree that the terms and conditions of this Agreement shall be, and remain, confidential unless required by law or other legal obligation or agreed to the contrary by the parties hereto.

7. In the event of a default hereunder, the non-defaulting party shall have all remedies at law or equity, including the remedy of specific performance.

8. In the event of any litigation relating to this Agreement, the prevailing party shall be entitled to recover all expenses and costs incurred, including reasonable attorney's fees and paraprofessional fees, including, but not limited to, appeals, bankruptcy and collection.

9. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

10. This Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof.

11. Time is of the essence with respect to each provision of this Agreement which requires that action be taken by other party within the stated time period, or upon a specified date.

12. The venue of any litigation arising out of this Agreement shall be Palm Beach County, Florida. Both parties waive trial by jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

13. Evidence of execution of this Agreement may be transmitted by facsimile, each of which shall be deemed an original.

14. Each party represents that it has full legal authority to execute this Agreement.

15. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereof.

16. No waiver of any covenant or condition or of the breach of any covenant or condition of the Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof. No waiver or indulgence granted by a party hereunder shall be taken as an estoppel against such party.

17. This Agreement shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties.

18. This Agreement shall merge all undertakings, representations, understandings, and agreements whether oral or written, between the parties hereto with respect to the subject matter of this Agreement and shall constitute the entire Agreement unless otherwise hereafter modified by both parties in writing. This Agreement may be modified in writing only, signed by the parties in interest at the time of modification.

(SIGNATURES ON FOLLOWING PAGE)

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JUN-30-2004 14:43

Never Tell Farm

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P.02/02 P. 4

IN WITNESS WHEREOF, each of the undersigned hereby (i) execute this Agreement and (ii) agrees to be bound by this Agreement.

Stuart Center Associates, Ltd.

By: S.C.A. & COMPANY, INC., a
Florida corporation

By: *Audrey Lea Haisfield*
Audrey Lea Haisfield, President

S.C.A. & COMPANY, INC., a
Florida corporation

By: *Audrey Lea Haisfield*
Audrey Lea Haisfield, President

Audrey Lea Haisfield
Audrey Lea Haisfield

Michael Haisfield

Tamara Haisfield

Lisa Haisfield

Tracy Haisfield

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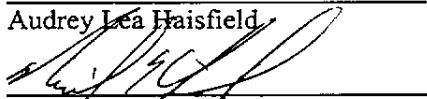
Stuart Center Associates, Ltd.

By: S.C.A. & COMPANY, INC., a
Florida corporation

By: _____
Audrey Lea Haisfield, President

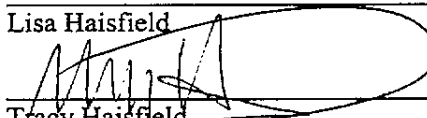
S.C.A. & COMPANY, INC., a
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