

A95000000185



peak one properties, ltd.

860 N. E. 76th Street/Boca Raton/Florida/33487 - P.O. 35/Frisco/Colorado/80443

General Partner, Timberline, Inc.
President: R. W. Beaver Secretary/Treasurer: John Tano

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

February 3, 1995

Attention: Diane Cushing

Re: Filing Fees - Timberline, Inc. - \$122.50
Peak One Properties, Ltd. - \$140.00
Certificates of Status for both of the above. - \$17.50

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
*****140.00 *****140.00

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*****12.50 *****12.50

Dear Diane:

Per our conversation of even date, enclosed please find 2 copies of properly executed Articles of Incorporation for Timberline, Inc., and a check in the amount of \$122.50 representing filing fees, registered agent fees, and certified copy fees.

Also enclosed please find 2 copies of a properly executed Limited Partnership Agreement for Peak One Properties, Ltd., and a check in the amount of \$140.00 representing filing fees, registered agent fees and certified copy fees.

Finally, a check for \$17.50 is also enclosed for "Certificates of Status" for each of the above entities.

Per our discussion, I need these certificates returned to my attention as soon as possible since they are required in order for property to be transferred into the name of Peak One Properties, Ltd.

My address is:

R. W. Beaver
860 N. E. 76th Street
Boca Raton, FL 33487

Thank-you for your co-operation in this regard.

Sincerely,

Bob Beaver

R. W. Beaver

enc

phone/florida (407) 241-0737

fax (407) 241-2687

phone/colorado (303) 668-3181

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LIMITED PARTNERSHIP AGREEMENT

of

PEAK ONE PROPERTIES, LTD.

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LIMITED PARTNERSHIP AGREEMENT
of
PEAK ONE PROPERTIES, LTD.

THIS AGREEMENT made and entered into this 24th day of January, 1995, between Timberline, Inc. (a Florida Corporation), as General Partner, and John and Dorianna Tusó, as Tenants by the Entireties, and John Tusó as custodian with Dorianna Tusó as substitute custodian for John Paul Tusó under the Uniform Transfers to Minors Act (hereinafter referred to as "John Paul Tusó") and John Tusó as custodian and Dorianna Tusó as substitute custodian for Christina Tusó under the Uniform Transfers to Minors Act (hereinafter referred to as "Christina Tusó"), and Beaujess Investments, Ltd. (a Florida Limited Partnership), all as Limited partners.

1. FORMATION: The parties hereto do hereby form a limited partnership pursuant to Chapter 620, Laws of the State of Florida.

2. NAME: The name of the partnership shall be: Peak One Properties, Ltd., hereinafter referred to as the "Partnership".

3. BUSINESS AND LOCATION: The purpose and business of the partnership shall be to acquire property for the purposes of owning for long term capital gain, managing, selling, leasing or developing.

(a) The address and principal place of business of the limited partnership shall be 860 N.E. 76th Street, Boca Raton, Florida 33487 or at such other location as from time to time may be decided upon by the General Partner.

(b) The mailing address for the limited partnership is 860 N. E. 76th Street, Boca Raton, Florida 33487.

4. TERM: The term of the partnership shall commence on the date of the filing of the Certificate of Limited Partnership with the Secretary of State of the State of Florida, and shall continue for a period of 20 years; provided, however, that the partnership may be dissolved prior to such time as hereinafter provided.

5. GENERAL PARTNERS AND THEIR CAPITAL CONTRIBUTION: The following shall be the general partner and shall contribute to the partnership the cash and other property amounts set forth opposite its name:

| GENERAL PARTNER | CASH CONTRIBUTION/OTHER PROPERTY |
|--|----------------------------------|
| Timberline, Inc. (860 N. E. 76th Street, Boca Raton FL 33487) | \$50.00 |

LIMITED PARTNERSHIP AGREEMENT, PEAK ONE PROPERTIES, LTD.

6. **LIMITED PARTNERS AND CAPITAL CONTRIBUTIONS:** The following shall be limited partners and shall contribute to the partnership the cash amounts set forth opposite their names:

| LIMITED PARTNERS | CASH CONTRIBUTION/OTHER PROPERTY |
|--|----------------------------------|
| A. John Tusso and Dorianna Tusso, individually | \$1,475.00 |
| B. John Paul Tusso (Custodial) | \$ 500.00 |
| C. Christina Tusso (Custodial) | \$ 500.00 |
| D. Beaujess Investments, Ltd. | \$2,475.00 |

1. The net profits of the partnership shall be divided, and any loss shall be borne by each of the partners as hereinafter set forth:

| | |
|------------------------------------|-------|
| Timberline, Inc. (General Partner) | 1% |
| John Tusso and Dorianna Tusso | 29.5% |
| John Paul Tusso (Custodial) | 10% |
| Christina Tusso (Custodial) | 10% |
| Beaujess Investments, Ltd. | 49.5% |

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2. Any additional capital contribution due from the limited partners shall be as hereinafter set forth:

Any additional capital required by the Partnership shall be contributed in the same percentage as the initial capital contributions of the limited partners. However, the additional capital contribution must be made by an affirmative vote of all the limited partners.

3. A general or limited partner may loan money to the partnership at rates and terms which may be agreed upon in writing by the general partner.

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7. PROFITS AND LOSSES:

A. The partnership shall operate for accounting and income tax purposes on a calendar year, commencing January 1st of each year and ending December 31st of each and every year.

B. The net profits, net losses, allowable depreciation, net cash flow as defined in Section 8 herein, allowable deductions, allowable credits and allowable allowances shall be divided and any profits shall be borne by each of the partners in the following percentages:

| GENERAL PARTNER | PERCENTAGE OF INTEREST |
|------------------------|-------------------------------|
|------------------------|-------------------------------|

| | |
|------------------|----|
| Timberline, Inc. | 1% |
|------------------|----|

| LIMITED PARTNERS | PERCENTAGE OF INTEREST |
|-------------------------|-------------------------------|
|-------------------------|-------------------------------|

| | |
|-------------------------------|-------|
| John Tusso and Dorianna Tusso | 29.5% |
|-------------------------------|-------|

| | |
|-----------------------------|-----|
| John Paul Tusso (Custodial) | 10% |
|-----------------------------|-----|

| | |
|-----------------------------|-----|
| Christina Tusso (Custodial) | 10% |
|-----------------------------|-----|

| | |
|----------------------------|-------|
| Beaujess Investments, Ltd. | 49.5% |
|----------------------------|-------|

No limited partner shall be personally liable for losses of the partnership in excess of the amount of his contribution to the partnership capital.

C. For the purpose of this Agreement, the term "Partnership interest" shall have the meaning as is contained in Subchapter K of the Internal Revenue Code of 1954.

D. In the event of the transfer of all or any part of a partnership interest (in accordance with the provisions of this Agreement) at any time other than the end of a partnership accounting year, the distributive share of the aforesaid partnership items (in respect of the partnership interest so transferred), as computed for income tax purposes, shall be allocated between the transferee in the same ratio as the number of days in such partnership accounting year before and after such transfer, except that the provisions of this sentence shall not be applicable to a gain or loss on the sale or other disposition of all or substantially all of the property of the partnership, to the forfeiture of a partner's interest, or to other extraordinary non-recurring items.

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8. DISTRIBUTION OF NET CASH FLOW:

A. So far as is practicable, the net cash flow of the partnership shall be distributed annually among the partners as provided in Section 7(b) hereof, but such distribution may be made more frequently if the general partners, (in their sole discretion) shall deem it advisable to do so.

B. For all purposes of this Agreement, the term "net cash flow" is hereby defined to mean:

(1) The taxable income for Federal income tax purposes as shown on the books of the partnership, INCREASED by (a) the amount of the amortization deductions and depreciation deductions taken in computing such taxable income, and (b) any non-taxable income or receipts of the partnership (excluding capital contributions and the proceeds of any mortgage or of any other partnership obligations or loans to the extent used or needed to finance capital improvements or replacements), and REDUCED by (a) payments upon the principal of any mortgages upon partnership property or of any other partnership obligations or loans, (b) expenditures for the acquisition of partnership property and for capital improvements or replacements (except to the extent financed through capital contributions, mortgages on partnership property or any other partnership obligations or loans or reserves previously set aside by the partnership for such purposes), and (c) such reserves for capital improvements or replacements and for repairs and to meet anticipated expenses as the general partner shall deem to be reasonably necessary in the efficient conduct of the partnership business; PLUS

(2) To the extent not included in taxable income under paragraph 8.B. (1), the net proceeds from the sale of any part (but not all or substantially all) of the property owned by the partnership, PLUS

(3) Any other funds (including amounts set aside as reserves by the general partners, where and to the extent they no longer regard such reserves to be reasonably in the efficient conduct of the partnership business) deemed available for distribution and designated as net cash flow by the general partners.

C. All distributions made within any partnership accounting year shall be subject of adjustment by reference to the report for such partnership accounting year. If any additional amount is to be distributed by reason of such report, such additional amount shall be deemed a distribution for such partnership accounting year; and, if any excess amount was distributed during such partnership accounting year, as reflected by such report, the excess amount shall be taken into account in reducing subsequent distributions. In the event of any dispute among the partners with reference to the financial report furnished to the various partners, any limited partner or the general partners shall have the right to have an audit made of said report. Should said audit reveal that said audit report

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is not correct, the expense of said audit shall be paid for by the Limited Partnership. In the event that said audit report determines that the financial report rendered to the partner requesting said audit is correct, the cost of said audit shall be paid for by the partner requesting said audit.

9. MANAGEMENT OF BUSINESS:

A. LIMITED PARTNERS: No limited partner (in his capacity as a limited partner) shall have or exercise any rights in connection with the management of the partnership business. Such is the responsibility of the general partners alone.

B. GENERAL PARTNERS: The general partners shall devote to the management of the partnership business so much of their time as they, in their sole discretion, deem reasonably necessary. Subject to the provisions of paragraph 10 hereof and except as expressly set forth elsewhere in the Agreement, the general partners (acting for and on behalf of the partnership), in extension and not in limitation of the rights and powers given them by law or by the other provisions of this agreement, shall have the full and entire right, power and authority in the management of the partnership business to do the following things:

(1) To arrange for construction and permanent mortgage financing, loans, or lines of credit, letters of credit, or other forms of credit provided, however, that such financing shall be for the sole benefit of the Limited Partnership.

(2) The general partners are hereby authorized to sign a Certificate of Limited Partnership or any amendment thereto and to file the same with the Secretary of State of the State of Florida and the Palm Beach County Comptroller and to execute any other documents required by the State of Florida. The general partner is specifically authorized to acquire fee simple title to property selected by the general partner and to execute promissory notes, mortgages, closing statements and other documents as may be necessary to effectuate the acquisition of title; and to disburse such amounts of partnership funds as are necessary to close the transaction and to obtain title.

(3) The general partners may engage in any other forms of business. The general partners are not limited as a result of their association with the Limited Partnership from engaging in the profession of real estate brokerage or any other profession not, shall the general partners be limited or prohibited from dealing with the Limited Partnership as brokers, salespeople, leasing agents, or agents, or from providing any other forms of services in any professions which they may now be presently engaged provided, however, the charges or commissions for such services shall be competitive and in line with the charges customarily charged in the profession in the state in which the real property is located and the same in disclosed to all general and limited partners. The general partners shall not be prohibited from engaging in the sale, acquisition, optioning, leasing, mortgaging, subdividing, developing or in any other way dealing with any other real estate in the United States.

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(4) The general partners subject to the restrictions of paragraph 10 hereof, shall be authorized to sign all checks, drafts, and any other obligations of the partnership and shall be further authorized to execute under seal, except as hereinafter stated, deeds, leases, assignments, and mortgages, and each limited partner hereby appoints the general partners as his attorney in fact to execute such documents. The general partners are authorized to execute all other documents necessary for the partnership business including, but not limited to, bank signature cards, releases, discharges, contracts, leases, concessions, licenses, mortgages, credit applications, construction loans, permanent loans, powers of attorney and applications to governmental agencies for zoning, re-zoning, variances, site plan approvals and each limited partner hereby appoints the general partners as his attorney in fact to execute these documents and effectuate these purposes.

(5) The general partners shall when necessary for the Limited Partnership be permitted to retain attorneys, accountants, engineers, real estate brokers and agents, builders, general contractors, subcontractors, architects, planners, secretarial and clerical workers, or any other professionals necessary for the operation of partnership business. In this regard, the general partners shall have the right to pay salaries, fees and commissions at reasonable rates for the services rendered by these parties.

(6) Except as hereinafter restricted, the general partners shall have the sole discretion to determine the amount of money for which they will sell any portion of the real estate once acquired by the Limited Partnership.

(7) Nothing contained in this Agreement shall be construed as considering the general partners employees of the partnership and no salary shall be paid to the general partners for serving as general partners; provided, however, that they will be fully and completely reimbursed by the partnership for any and all out-of-pocket expenses and costs incurred by them in connection with the management of the partnership business.

(8) The general partners shall further enjoy all powers conferred by Chapter 620 under the laws of the State of Florida as it now is written or as it may be amended in the future.

(9) The general partners are empowered to adopt such reasonable depreciation schedules and accounting procedures as are consistent with and in the best interests of the partnership business.

(10) The general partners shall have the power to sell, lease, or license all or any portion of the realty, upon such terms and conditions as they may deem proper. They shall be permitted to accept mortgages and notes, give deeds, give contracts for deeds, execute leases or licenses, subordinate mortgages or assign mortgages for cash or in kind. No person or entity dealing with the partnership need look to the application of any sums of money being so paid. The general partners shall collect all monies due the partnership from contracts, leases or any indebtedness and are empowered to institute legal proceedings in order to collect the same.

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(11) The general partners may further plat, subdivide or otherwise subject the development of the real estate to an organized plan of development by way of a land use plan or architectural plan; and may further record use restrictions, including, but not limited to, architectural controls. They may make or have made research reports, economic reports and statistical data, evaluations, analyses, opinions and recommendations.

(12) The general partners may further formulate programs for investment of the assets of the partnership; select and evaluate potential projects, investments and loans for the partnership; make determinations as to the nature, terms and amounts of involvement or participation in the development projects, investments and loans and the timing thereof; evaluate and recommendations as to the sale or other disposition of the assets of the partnership; take such further action as the general partners may deem necessary or desirable; the general partners may further investigate and make determinations with respect to the construction of and relationship with consultants, borrowers, lenders and other loan originators, loan brokers, mortgage brokers, attorneys, real estate personnel and persons acting in any other capacity in connection with the development any real property acquired by the Limited Partnership.

(13) The general partners may disburse from partnership funds monies sufficient to pay expenses pertaining to the limited partnership which were incurred prior to the formation of the limited partnership any new expenses which have been incurred after the filing of the Limited Partnership documents with the Florida Secretary of State.

10. RESTRICTIONS: The general partners shall not cause any act which will violate Florida Statute Section 620.09 or any other provision of Chapter 620, Florida Statutes, or any amendment thereto.

Neither shall the general partners assign, mortgage, pledge or sell his share in the partnership or in its capital, assets or property to any person or entity or enter into any agreement as a result of which any person shall become interested with him in the partnership or do any act detrimental to the business interests of the partnership or which would make it impossible to carry on the ordinary business of the partnership. Nor shall the general partners substitute another person or entity as a general partner or relinquish or delegate his duties as general partner to any other person or entity provided, however, that with the consent of all partners, both general and limited, a general partner may sell or assign his or her interest without dissolving the partnership provided that an amendment to the Limited Partnership Agreement is signed by all partners, both general and limited, agreeing to the substitution of the new general partner and that an amendment to the Limited Partnership Agreement is recorded with the Florida Secretary of State.

11. DECISIONS OF GENERAL PARTNERS: All decisions requiring the affirmative vote of general partners shall be binding upon approval of the general partner.

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12. BANKING: The funds of the partnership shall be deposited in the name of the partnership in such bank account or accounts as shall be designated by the general partners and withdrawals therefrom shall be made upon the signature of the general partner. To the extent that the funds are not necessary to defray current operating expenses, the general partners shall endeavor to place said funds in interest bearing accounts or governmental bonds or notes so as to earn interest for the Limited Partnership.

13. BOOKS AND RECORDS:

A. The general partners shall keep or cause to be kept complete and accurate books with respect to the partnership business. The books shall at all times be maintained at the principal office of the partnership. Each of the partners and their duly authorized representatives shall have the right to examine the books of the partnership at reasonable business hours upon ten (10) days written prior notice.

It is agreed that the cash basis method of account shall be used for both income tax and book purpose, and that all provisions of this Agreement shall be construed so as to conform with the cash basis of accounting.

B. Promptly after the end of each fiscal quarter, the general partners shall cause to be prepared and sent to each of the partners a report of the cash receipts and disbursements for such quarter, and the unpaid liabilities of the partnership.

C. The books of the partnership shall be examined and reviewed annually as of the end of each calendar year by independent accountants, employed by the partnership, who shall determine and prepare an unaudited balance sheet and a report of the receipts, disbursements, net profits and losses and cash flow of the partnership, and the shares of the net profits and losses and of cash flow of each of the partners for such calendar year. The general partners shall send a copy of such balance sheet and report to each of the limited partners.

14. INDEMNITY: The partnership shall reimburse the general partners for all costs and expenses they have paid or incurred in connection with the proposed partnership business or which they will incur in the future.

The partnership shall further indemnify and reimburse the general partners for expenses incurred in the prosecution of any claim at law or equity or petition before any governmental body which is in furtherance of any valid claim or cause of action belonging to the partnership. Such expenses are limited to reasonable fees for legal representation and reasonable costs, be they judicial or administrative costs.

The partnership will indemnify the general partners against any and all claims or liability arising out of or in connection with the partnership property or any mortgage encumbering the same, or business, unless such claim or liability arises out of the gross negligence or willful misconduct of the general partners.

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The general partners are further authorized to obtain and pay premium on a public liability policy with \$1,000,000.00 limits for personal injury \$1,000,000.00 limits for property damage covering all partnership property which shall have as the named insured all partners, general and limited, of the Agreement.

15. LIMITED PARTNERS:

A. No limited partners shall participate in the management of the partnership business. The limited partners shall have no power to do any act or thing which will cause such limited partner to be classified or treated as a general partner of the partnership.

B. Limited partners shall have all those rights secured by Chapter 620, Florida Statutes, and any further revision or Amendment thereto; in addition, they have all rights permitted under decisions construing Chapter 620, Florida Statutes, or as set forth in this Agreement.

16. CONVEYANCE AND TITLE TO REAL ESTATE:

A. Any authorized deed, bill of sale, mortgage, security agreement, lease, contract of sale or commitment purporting to convey or encumber the interest of the partnership in all or any portion of any real estate or personal property shall be signed by the general partners.

B. The general partners are authorized to acquire the fee simple title to the property which is described in Exhibit "A" in the name of the Limited Partnership. They are further authorized to execute such purchase money mortgages or notes as may be necessary to the acquisition and financing of the real property described in Exhibit "A".

17. ASSIGNABILITY:

A. The general partners shall not have the power to assign his or her partnership interests except as set forth in Paragraph 10 hereof.

B. No limited partner shall sell or transfer part or all of his interests in the partnership to a party other than another limited partner, a spouse or to his heir-at-law or trust for the benefit of any of the foregoing without the express prior written consent of the general partners, which may be withheld in the sole discretion of the general partners, and until he shall have made a written offer of such interest to the general partners at the same price and on the same terms as to the third party (whose name must be stated in the offer). If such offer is not accepted within thirty (30) days, the offering limited partner may well or transfer to the designated third party (whose name must be stated in the offer). If such offer is not accepted within thirty (30) days, the offering limited partner may sell or transfer to the designated third party or other partner, at the price and terms stated, within thirty (30) days after the expiration of the thirty (30) day period. If the sale does not

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occur within that thirty (30) day period, the interest must again be offered to the general partners pursuant to this Paragraph before any contemplated sale. However, no sale or exchange of all or a part of an interest in this partnership shall occur if it would cause termination of the partnership for federal income tax purposes, unless all of the partners agree in writing to such sale or exchange. The assignee shall not become a substituted limited partner of the partnership unless:

(1) The assigning limited partner so provided in the instrument of assignment;

(2) The assignee agreed in writing to be bound by the terms and provisions of this Agreement;

(3) If the assigning limited partner so provides in the instrument of assignment and the assignee so agrees in writing to be bound and the general partner so consents in writing (provided, however, in the event the said limited partner had previously offered this interest to the general partners, as provided in subparagraph B of this Paragraph, and the general partners declined to purchase the same, then, and in that event, said general partners shall consent in writing to said transfer), the assignee shall have the right to become a substituted limited partner upon the payment of a fee of Five Hundred Dollars (\$500.00) to the partnership to cover the costs and expenses of preparation, execution and recordation of an amendment to the Certificate. In such event, the general partners shall prepare an amendment to the Certificate to be signed and sworn to be them, by each of the limited partners, by the assigning limited partner and by the assignee. Each limited partner does hereby appoint the general partners as his true and lawful attorney in fact, in such limited partner's name and behalf, to sign, certify under oath and acknowledge any and every such amendment and to execute whatever further instruments may be requisite to effect the substitution of a limited partner, such power of attorney being irrevocable so long as the general partners continue as general partners of the partnership.

Unless named in this Agreement, or unless admitted to the partnership as provided in this paragraph, no person shall be considered a partner hereof. The partnership, each partner and any other person having business with the partnership need deal only with partners so named or so admitted. They shall not be required to deal with any other person by reason of any assignment by a partner or by reason of the death of a partner, except as otherwise provided in this Agreement.

In the absence of the substitution (as provided herein) of a limited partner for an assigning or deceased limited partner, any payment to a partner or to his executors or administrators shall acquit the partnership of all liability to any other persons who may be interested in such payment by reason of any assignment by, or the death of, such partner.

Prior to any sale or transfer of a limited partnership interest herein, each limited partner shall secure from counsel for the partnership an opinion that the limited partnership interest may be validly transferred as desired, under all applicable securities laws, or such

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partner shall satisfy all requirements stated by such counsel as a condition precedent to a valid transfer of such limited partnership interest

C. There shall be no additional general partners admitted to the partnership

18. DEATH, RETIREMENT, DISABILITY OR INSANITY OF GENERAL PARTNERS OR LIMITED PARTNERS:

A. The death, retirement, adjudication of bankruptcy, of insanity, of incompetency, or the appointment of a guardian of the property or person or entity of a general partner shall cause a dissolution of the partnership, unless, the remaining general partners, if any, within thirty (30) days after the occurrence of such an event agree to continue the Limited Partnership in which case, the Limited Partnership shall continue. Provided, however, that should the continuance of the Limited Partnership result in the Limited Partnership losing its status as a partnership and being treated as a corporation under the applicable laws of the United States and the Internal Revenue Code, and its regulations, then a dissolution shall occur.

B. Subject to the laws of the State of Florida, if required, whenever a majority (51%) of the limited and general partners determine in writing that the partnership shall be dissolved, then it shall be dissolved.

C. The death or adjudication of insanity or incompetency of a limited partner shall not dissolve the partnership. In such event, the executors or administrators of the estate of the deceased limited partner, or the committee or other legal representatives of the estate of the insane or incompetent limited partner, shall for the purposes of settling the estate, have all rights of a limited partner, including the same right (subject to the same limitations) as the deceased, insane or incompetent limited partner would have had under the provisions of paragraph 21 hereof to assign the limited partnership interest (including the right to receive a share of the partnership profits and a return of the capital account) of the deceased, insane or incompetent limited partner and to provide in the instrument or assignment, that the assignee, if the general partners so consent in writing, may become a substituted limited partner in accordance with the procedure specified in paragraph 21 above.

19. DISTRIBUTION AFTER DISSOLUTION: Upon the termination of the partnership (except where the change of the entity of the partnership may be made), a full account of the assets and liabilities of the Partnership shall be taken and the assets shall be liquidated as promptly as possible and the proceeds thereof shall be applied in the following order:

A. To the repayment of all debts and liabilities of the partnership and the expenses of liquidation:

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B. To the repayment of any additional cash contribution, as provided, made by any limited partner over and above the original capital contemplated by this Agreement; to the extent not already repaid.

C. To the repayment of the cash contributions as original capital by the limited partners to the extent that they shall not have received the same from partnership distributions as hereinbefore provided;

D. To the repayment of the cash contribution as original capital by the general partner to the extent that he shall not have received the same from partnership distributions as hereinbefore provided;

E. The surplus, if any, or said assets remaining be divided among the partners in proportion to their partnership percentages as set forth in paragraph 7.B.

20. STATEMENT AFTER DISSOLUTION: Upon the dissolution of the partnership, a statement shall be prepared by the accountants then acting for the partnership setting forth the assets and liabilities of the partnership and copy of such statement shall be furnished to each of the partners within thirty (30) days after such dissolution.

In the event that any of the partners should dispute the statement prepared by said accountants, he shall have the right to have the books of the partnership audited by a Certified Public Accountant of his own choosing and at his own expense. In the event that said audit made by said limited partner should indicate previous audits made by the accountants for the partnership are erroneous, then and in that event, said Certified Public Accountant and the accountant for the partnership shall resolve any differences found in said audit and failing to do so, the partnership shall, in this event, select a third Certified Public Accountant who shall review the finding of the other two accountants. The majority ruling of two out of three of said accountants shall prevail as between the parties thereto. The election of said third independent Certified Public Accountant by the partners hereto shall be made by a vote of twenty-five (25%) percent of the interest outstanding and held by said partner. In the event that a dispute should arise as to the statement prepared by the accountant for the partnership which is settled in favor of the disputing partner, the cost incurred by him in hiring a Certified Public Accountant to re-audit said books shall be paid by the partnership as shall, if necessary, the fees of any third party Certified Public Accountant employed by the partnership to resolve any such dispute.

21. SALE IN CASE OF DISSOLUTION: In the event that it should become impracticable to distribute the assets of the Limited Partnership in the course of dissolution, the partnership shall have the right to sell said assets as cannot be properly distributed, upon the written consent of partners, both general and limited, holding twenty-five (25%) percent of the interest in said partnership, and in the event that all the general partners are dead, incompetent or otherwise unable to effectively transfer the title to the assets so sold, or to direct the nominee or trustee holding the fee simple title to the

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land owned by the partnership to convey or transfer said partnership assets, then and in that event, the remaining partners, constituting twenty-five (25%) percent of the limited partners, shall have the right to convey said property or to direct said nominee or trustee to convey said assets to the purchaser of said property, and to enter into any contracts or other documents required in order to effectuate said transfer without the written direction or consent of the general partner, or of his heirs, executors or administrators. This shall not be considered as a limitation upon the right of any guardian or the heirs, executors or administrators of the deceased general partner, or any trustee or receiver in bankruptcy in voting said general partner's interest in reaching any decision as to the sale of the partnership assets, in case of such a dissolution.

The terms and conditions and prices of any sale of the partnership assets in this event shall be agreed upon by a minimum of partners, both general and limited, or their representatives constituting a minimum of twenty-five (25%) percent of the general and limited partners shall be binding upon the remaining partners or their representatives.

22. TERMINATION: In addition to any other causes stated herein, the partnership shall be dissolved upon the happening of any of the following events:

- A. The sale of all of the partnership property.
- B. Mutual consent of all of the general and limited partners.
- C. In the event of the dissolution of this partnership as hereinbefore provided for, in lieu of a distribution of assets, or a sale of the partnership assets, the partners, both general and limited, owning at least twenty-five (25%) percent of the total partnership interest, shall pursuant to agreement entered into and agreed upon by all of the partners or by their guardians, heirs, executors, administrators, or any trustee or receiver in bankruptcy, reform the partnership and continue its business under a new Limited Partnership Agreement which shall make proper provisions for the payment of all liabilities, and which shall properly terminate the old Limited Partnership. In this event, those partners agreeing to continue the partnership business under a new Limited Partnership shall reach an agreement with the retiring partners or with their guardians, heirs, executors, administrators, or any trustee or receiver in bankruptcy, to purchase the interest of said retiring partners, including the purchase price and terms and conditions of the same.

In the event that the partners wishing to continue said business are unable to reach a written agreement with said retiring partners or their guardians, heirs, executors, administrators or any trustee or receiver in bankruptcy, then, and in that event, this partnership shall be terminated and dissolved and distribution of the partnership assets made in the manner hereinabove set forth.

23. NOTICE: All notices provided hereunder shall be sent by certified or registered mail, return receipt requested, to the address of the partner as shown on the Certificate of

LIMITED PARTNERSHIP AGREEMENT, PEAK ONE PROPERTIES, LTD

Limited Partnership, unless and until the general partners shall receive notice of a change of address of a partner

24. APPLICABLE LAW: This Agreement and the rights hereunder shall be interpreted and governed by the laws of the State of Florida.

25. BINDING EFFECT: This Agreement, including exhibits, if any constitutes the entire Agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties herewith.

26. AGREEMENTS IN COUNTERPARTS: This Agreement may be executed in counterparts and all so executed shall constitute one (1) Agreement binding on all parties, notwithstanding that all of the parties are not signatories to the original or the same counterparts.

27. CAPTIONS: Any section of paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement

28. VARIATIONS IN PRONOUNS: All pronouns and any variations thereof, shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, partnership or partnerships may require.

29. REGISTERED AGENT: The registered agent of the limited partnership for purposes of service of process shall be Robert W. Beaver whose address is 860 N.E. 76th Street, Boca Raton, Florida 33487.

30. MISCELLANEOUS DEFINITIONS: Where affirmative action is required under the terms of this Partnership Agreement and such affirmative action requires the concurrence of a percentage of the general and limited partners, the percentage required to concur or to take affirmative action shall be a percentage of the interest then held by all general and limited partners, not a percentage of the actual number of persons involved in the general or limited partnership.

GENERAL PARTNER


TIMBERLINE, INC., a Florida Corporation,
By: ROBERT W. BEAVER, President

LIMITED PARTNERSHIP AGREEMENT, PEAK ONE PROPERTIES, LTD.

LIMITED PARTNERS

JOHN TUSO

DORIANNA TUSO

JOHN TUSO, as Custodian for John Paul Tuso and Christina Tuso under the Florida Uniform Transfers to Minors Act

DORIANNA TUSO, as Substitute Custodian for John Paul Tuso and Christina Tuso under the Florida Uniform Transfers to Minors Act

BEAUJESS INVESTMENTS, LTD.

By: ROBERT W. BEAVER, President, Florado Land Corporation, General Partner,
Beaujess Investment, Ltd.

ACCEPTANCE OF REGISTERED AGENT DESIGNATION IN LIMITED
PARTNERSHIP AGREEMENT

Robert W. Beaver, whose address is identical to that as stated in Section 29 hereof, and having been designated as Registered Agent in the above and foregoing Limited Partnership Agreement, is familiar with and accepts the obligations of the position of Registered Agent under the appropriate section of Florida Statutes.

ROBERT W. BEAVER, Registered Agent

LIMITED PARTNERSHIP AGREEMENT, PEAK ONE PROPERTIES, LTD.

AFFIDAVIT OF ROBERT W. BEAVER AS PRESIDENT OF TIMBERLINE,
INC., A FLORIDA CORPORATION, THE GENERAL PARTNER OF PEAK ONE
PROPERTIES, LTD.

STATE OF FLORIDA:

COUNTY OF PALM BEACH:

BEFORE ME, the undersigned authority, on this day personally appeared Robert W. Beaver, President of Timberline, Inc., a Florida corporation, General Partner of Peak One Properties, Ltd., who being by me first duly sworn, deposes and says:

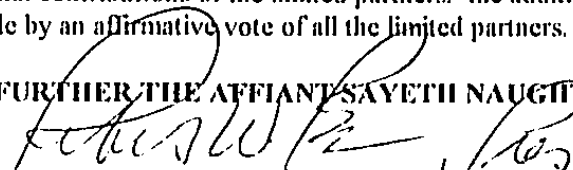
1. The amount of capital contributions of the limited partners is as follows:

- | | |
|--|------------|
| A. John Tusso and Dorianma Tusso, individually | \$1,475.00 |
| B. John Paul Tusso (Custodial) | \$ 500.00 |
| C. Christina Tusso (Custodial) | \$ 500.00 |
| D. Beaujess Investments, Ltd. | \$2,475.00 |

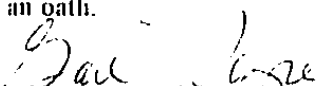
2. The amount anticipated to be contributed by the limited partners is as follows:

No additional capital is expected to be required at this time, however, any additional capital required by the partnership shall be contributed in the same percentage as the initial capital contributions of the limited partners. the additional capital contributions must be made by an affirmative vote of all the limited partners.

FURTHER THE AFFIANT SAYETH NAUGHT.


ROBERT W. BEAVER, President, Timberline, Inc., a Florida Corporation,
General Partner of Peak One Properties, Ltd.

The foregoing instrument was acknowledged before me this 24TH day of January, 1995, by Robert W. Beaver as President of Timberline, Inc., a Florida corporation, the General Partner of Peak One Properties, Ltd., a limited partnership. He is personally known to me or has produced his Florida Driver License as identification and who did not take an oath.


NOTARY PUBLIC, State of Florida
(Seal)

My Commission Expires:



GAIL SCOPE
MY COMMISSION # CC269167 EXPIRES
March 18, 1997
BONDED THRU TPOV FARM INSURANCE, INC.

LIMITED PARTNERSHIP AGREEMENT, PEAK ONE PROPERTIES, LTD.

EXHIBIT "A"

Per Section 16(B) of the foregoing Limited Partnership Agreement, "...The general partners are authorized to acquire the fee simple title to the property which is described in Exhibit "A" in the name of the Limited Partnership. They are further authorized to execute such purchase money mortgages or notes as may be necessary to the acquisition and financing of the real property described in Exhibit "A".

Description of real property referenced in Section 16(B)

Condominium Unit 111, WOODBRIDGE INN CONDOMINIUMS

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
ANNUAL REPORT
1996



FLORIDA DEPARTMENT OF STATE
Linda Matheson
Secretary of State
DIVISION OF CORPORATIONS

FILED

05 OCT -2 AM 11:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Name of Limited Partnership

1a. DOCUMENT #
A95000000185

PEAK ONE PROPERTIES, LTD.

46-AR
CM

Mailing Address

800 N.E. 76TH STREET
BOCA RATON FL 33487

Principal Office Address

800 N.E. 76TH STREET
BOCA RATON FL 33487

DO NOT WRITE IN THIS SPACE

2. New Mailing Address, if Applicable

State, Apt. #, etc. 000001603930
City, State & Zip -10/09/95-01027-083
****191.25 ****191.25

2a. New Principal Office Address, if Applicable

State, Apt. #, etc.

City, State & Zip

If above address are incorrect in any way, line through the incorrect information and enter correct address in Block 2 under 2a.

3. Date Formed or Registered to Do Business in
FLORIDA 02/06/1995

3a. Date of Last Report

4. State or Country of Formation
FL

5a. Capital Contributions as Elected
in Florida
\$4,950.00

5b. Amount of Capital Contributions in
FLORIDA to date

6. FEI Number

65-0560158

Applied For

Not Applicable

7. CERTIFICATE OF STATUS REQUIRED

At 75. Additional fee required
for a certificate of status

8. FEES: 1) Filing Fee: Cons. ... at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.60 and a maximum of \$437.50.
2) Supplemental Fee: \$138.75 (pursuant to section 607.193, F.S.)
THE AMOUNT DUE SHALL BE NO LESS THAN \$191.25 (\$52.60 + \$138.75) AND NO MORE THAN \$570.25 (\$437.50 + \$138.75)
Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE.

9. Name and Address of Current Registered Agent

BEAVER, ROBERT W
860 N.E. 76TH STREET
BOCA RATON FL 33487

10. If changed, new Registered Agent/Office

Name

Street Address (P.O. Box Number is Not Acceptable)

State, Apt. #, etc.

City

FL

Zip Code

10a. Pursuant to the provisions of sections 620.1051 and 620.102, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s). I hereby accept the appointment of registered agent I am familiar with, and accept the obligations of section 620.102, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment)

DATE

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY

11. Name(s) of General Partner(s)

11a. Address of Each General Partner
(Do NOT Use Post Office Box Numbers)

11b. City, State & Zip Code

11c. Registration/
Document Number

TIMBERLINE, INC

860 N.E. 76TH STREET

BOCA RATON FL 33487

P95000009626

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(b), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(b) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee, empowered to execute this report as required by chapter 620, Florida Statutes.

SIGNATURE *R.W. Beaver*

DATE

9/28/95

Typed or Printed Name of General Partner Signing Form

R.W. BEAVER, PRESIDENT, TIMBERLINE, INC

Telephone Number

807-241-0737

CR2E003 (6/95)