

# A95000000803

LAW OFFICE OF  
ROBERT A. DOUGLASS, P.A.  
8881 BLIND PASS ROAD  
ST. PETE BEACH, FLORIDA 33708  
TELEPHONE (813) 380-8884  
TELECOPIER (813) 387-1810

May 15, 1995

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

RE: Affidavit and Articles of Limited Partnership  
Mirabella Partnership, Limited

Dear Sir or Madam:

Please find enclosed two (2) copies of the Affidavit and Articles of Limited Partnership of Mirabella Partnership, Limited, together with a check in the amount of \$1,837.50 to cover the following:

|                              |              |
|------------------------------|--------------|
| Filing Fee                   | \$1,750.00   |
| Certified copy               | 52.50        |
| Registered Agent Designation | <u>35.00</u> |
|                              | \$1,837.50   |

Thank you for your attention to this matter.

Very truly yours,

  
Robert A. Douglass

RAD:jw  
Encl.

TALLAHASSEE, FLORIDA

1995 MAY 19 PM 1:29

FILED

200001494187  
-05/19/95--01016--005  
\*\*\*1837.50 \*\*\*1837.50

A95000000803

FILED  
1995 MAY 19 PM 1:30  
TALLAHASSEE, FLORIDA

AFFIDAVIT AND CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
MIRABELLA PARTNERSHIP, LIMITED

This Agreement to create Mirabella Partnership, Limited, effective Oct 11, 1994, is entered into by and among Mirabella Development Corporation, a Florida corporation, as general partner (hereinafter sometimes referred to as "General Partner") and the Christopher W.M. Horton Individual Retirement Account Christopher W.M. Horton, Fiduciary, as limited partner (hereinafter sometimes referred to as the "Limited Partner") (the General Partner and the Limited Partner are sometimes hereinafter referred to collectively as the "Partners"). The General Partner desires to manage and operate the business. The Limited Partner desires to invest in the business and limit its liabilities as provided by law.

ARTICLE ONE  
FORMATION

This Limited Partnership is organized pursuant to Florida Statute 620, and the rights and liabilities of the General Partner shall be as provided therein, except as otherwise expressly stated in this Agreement.

ARTICLE TWO  
PARTNERSHIP NAME

The name of this limited partnership shall be the "MIRABELLA PARTNERSHIP, LIMITED" (sometimes hereinafter referred to as the "Partnership") and all business of the Partnership shall be conducted under that name.

ARTICLE THREE  
BUSINESS OF PARTNERSHIP

The purpose of the Partnership is to engage in the acquisition, ownership, development and marketing of certain real property interests and any other lawful activity that the General Partner deems advisable.

ARTICLE FOUR  
LOCATION OF BUSINESS

The principal place of business of the Partnership shall be at 8351 Blind Pass Road, St. Pete Beach, Pinellas County, Florida, 33706. Additional offices may be established at such other

locations as may from time to time be determined by the General Partner.

ARTICLE FIVE  
INITIAL AND ANTICIPATED CONTRIBUTIONS

The General Partner and Limited Partner shall each contribute to the Partnership a capital contribution as hereinafter set forth. The capital contributions are to be made in cash, or in such form as the General Partner may from time to time agree. Additional capital contributions by existing or new partners may be approved in writing by all Partners.

The name and place of residence of the General Partner, the respective capital contribution and anticipated contribution of each Partner and the percentage of ownership interest are:

| <u>NAME</u>  | <u>PERCENT OF OWNERSHIP</u> | <u>CAPITAL CONTRIBUTION</u> |
|--|-----------------------------|-----------------------------|
| <u>General Partner:</u>  |                             |                             |
| Mirabella Development Corporation<br>8351 Blind Pass Road<br>St. Pete Beach, FL 33706                    | 1%                          | \$ 100.00                   |
| <u>Limited Partner:</u>  |                             |                             |
| Christopher W. M. Horton<br>Individual Retirement Account<br><u>CHRISTOPHER W. M. HORTON</u> , Fiduciary | 99%                         | \$400,000.00                |

ARTICLE SIX  
TERM AND DISSOLUTION

The term of the Partnership shall be from the date of this agreement and shall end on:

- a. The dissolution of the Partnership by operation of law.
- b. The dissolution of the Partnership by written agreement of all partners.
- c. The close of business the 31st day of December, 2000, unless extended from year to year by written agreement of the General and Limited Partner.

In the event that the Partnership shall be dissolved for any

reason, no further Partnership business shall be conducted except for the taking of such action as shall be necessary for the winding up of the affairs of the Partnership and the distribution of its assets in kind to the Partners as undivided interest in the Partnership properties, proportional to their interests in the Partnership. The General Partner shall be appointed liquidator and shall have full authority to wind up the affairs of the Partnership and to make a final distribution as promptly as possible.

The liquidator shall cause a final statement to be prepared for all partners detailing the distribution of the assets.

#### ARTICLE SEVEN PARTNERSHIP PROPERTY

The property to be acquired shall be the right to participate in the profits from the Mirabella townhome project which is a proposed 80 unit townhome development on 6.2 acres behind the Dolphin Village Shopping Center on St. Pete Beach, Pinellas County, Florida. The Limited Partnership shall provide \$400,000.00 to the General Partner who will supply such additional funds as may be required to acquire and develop the property and to construct the 80 townhomes. As sales are closed, all loans to commercial lenders shall be paid in accordance with the terms of loan agreements. Upon satisfaction of such loans, the General Partner will cause the repayment to the Limited Partnership of the \$400,000.00 investment, plus 10% of the projected net profits or an additional \$500,000.00, whichever sum is greater, prior to repayment of the General Partner's investment or profit unless the Limited Partner gives consent in writing to the contrary upon the request of the General Partner for a partial distribution for payment of real estate taxes or other reasonable cash flow requirement.

#### ARTICLE EIGHT LIMITED PARTNER RIGHTS AND RESPONSIBILITIES

1. At no time shall the Limited Partner become liable for any obligation or loss of the Partnership beyond the amount contributed by him to the capital of the Partnership as set forth in Article Three (3) or the amount of funds loaned to the Partnership. The Limited Partner shall not participate in the management of the Partnership or transact any business for the Partnership, or have any authority, right to act for, or power to sign for or bind the Partnership.

The Limited Partner hereby irrevocably constitutes and appoints the General Partner his true and lawful attorney in his name, place and stead, to make, execute, sign, acknowledge and file:

- a. Such certificates and other instruments and amendments thereto (including Certificates of Limited Partnership and

amendments and revocations hereof) which the General Partner deems necessary or appropriate to qualify, or continue the qualification of, the Partnership as a limited partnership in the Jurisdictions in which the Partnership conducts business or owns property;

b. Any and all acts of conveyance or transfer of Partnership property for which its consent may be necessary or desirable;

c. Such other certificates or instruments as may be required by law or appropriate to the conduct of the Partnership business and the exercise of the General Partner of its authority under this Agreement, or to the dissolution and termination of the Partnership;

d. Limited Partner shall execute such instruments as the General Partner may request in order to evidence the granting of this power of attorney, whether by executing a separate counterpart thereof or otherwise;

e. It is expressly intended by the Limited Partner that the power of attorney hereby granted is not intended to authorize the General Partner to perform any act on behalf of the Limited Partner which would adversely affect the status as a limited partner. Said power of attorney shall survive the assignment by the Limited Partner of the whole or any portion of his partnership interest and shall also, to the extent permitted by law, survive the bankruptcy of a Limited Partner.

2. The Limited Partner hereby obligates itself to provide funds to the Limited Partnership upon the request of the General Partner in the amount of \$400,000.00 which shall be used for the acquisition and development of the 6.2 acres of real property known as the "Mirabella" site, located off 40th Avenue in St. Pete Beach, behind the Dolphin Village Shopping Center.

The property shall be owned in fee simple title by the General Partner which shall carry on the development and sale of the properties in its own name and, upon completion, distribute the profits to the Limited Partnership which shall, in turn, distribute to the Limited Partner.

#### ARTICLE NINE GENERAL PARTNERS RESPONSIBILITIES

The General Partner shall be responsible for providing all management necessary to the successful operation of the Partnership including, but not limited to the following duties:

1. Make all necessary arrangements for the purchase of the property known as the Maribella site on 40th Avenue, St.

Pete Beach, Florida.

2. Contract to have surveys and engineering drawing prepared required for the replating of the subject property for the construction of 80 townhomes.
3. Prepare all submittals to the City, County and State agencies having jurisdiction over the permitting and replating process.
4. Attend all required governmental meetings and hearings
5. Engage all legal and technical expertise deemed necessary.
6. Arrange for the financing necessary for the purchase and development of the subject property.
7. Contract for the design and construction of the street and utilities required.
8. Prepare a market analysis to determine the value of the lots.
9. Supervise the clearing of the property and the installation of the improvements.
10. Devise and implement a marketing plan for the sale of the lots.
11. Upon repayment of all acquisition, development and construction loans from the proceeds of sale of townhomes promptly refund the Limited Partner its investment of \$400,000.00, plus 10% of the net profits from the sales or \$500,000.00, whichever sum is greater.
12. Maintain adequate records pursuant to Florida Statute 620.106, prepare regular cost reports and prepare annual and final accounting and submit required tax returns.
13. Filing appropriate amendments to or restatements of the formal certificate of limited partnerships within thirty (30) days of the happening of any of the following events:
  - a. The admission of a new general partner.
  - b. The withdrawal of a general partner.
  - c. The continuation of the business under s. 620.157 after an event of withdrawal of a general partner.
  - d. A change in name of the limited partnership.

- e. A change in the address of the office or the name or address of the agent for service of process required to be maintained by s. 620.105.
  - f. Upon partnership determination that such filing may not be required by law but is desirable.
- 14. Filing a supplemental affidavit declaring the amount of capital contributions when required.
  - 15. Filing of cancellation certificates upon dissolution of the Partnership.
  - 16. Deliver or mail copies of the filed certificates to the Limited Partners.

#### ARTICLE TEN GENERAL PARTNERS RIGHTS

The General Partner shall have all powers necessary to manage the Partnership affairs, including, by way of illustration and not by way of limitation:

- 1. The power to enter into contracts in the name of the Partnership for the acquisition of the subject property, and construction of all improvements thereon;
- 2. The power to develop the property of the Partnership in any manner in which the General Partner, in its sole discretion, believes to be in the best interest of the Partnership;
- 3. The power to hire, employ, or contract with any consultants, agents, brokers, finders, or any other providers of services whom the General Partner, in its sole discretion, choose to perform services for the Partnership;
- 4. The power to borrow funds in the name of the Partnership on a secured or unsecured basis;
- 5. The power to mortgage any of the property of the Partnership on a recourse or non-recourse basis;
- 6. The power to sell, exchange, or otherwise dispose of any portion or all of the property of the Partnership.

ARTICLE ELEVEN  
ASSIGNMENT OF PARTNERSHIP INTEREST

Any partnership interest hereunder is assignable in whole or in part and such assignment does not dissolve the Partnership or entitle the assignee to become or exercise any rights or powers of a Partner. An assignment entitles the assignee to share in such profits and losses, to receive such distribution or distributions and to receive such allocation of income, gain, loss, deduction, credit or similar item to which the assignor was entitled, to the extent assigned. An assignment of interest pursuant to this section shall not be effective until written notice thereof is delivered to the General Partner along with a copy of an agreement evidencing the extent of the interest assigned which has been executed by the Partner/Assignor and the assignee. A Partner ceases to be a partner and to have the power to exercise any rights or powers of a partner upon assignment of all of his partnership interest.

ARTICLE TWELVE  
RIGHT OF ASSIGNEE TO BECOME LIMITED PARTNER

An assignee of a partnership interest including an assignee of a General Partner may become a Limited Partner to the extent that the Partner/Assignor gives the assignee that right. In the absence of any expressed intent to reserve said right it shall be assumed that the assignee may be approved as a Limited Partner upon consent of all partners.

By execution of this agreement, the Partners agree to execute such amendments to these Articles as may be necessary to effect the assignment of interests provided for above. Notwithstanding anything to the contrary herein contained, no Partner shall make any transfer which would cause the Partnership to be terminated under Section 708 of the Internal Revenue Code.

ARTICLE THIRTEEN  
ADMISSION OF ADDITIONAL PARTNERS

After the filing of the original certificate of Partnership additional General or Limited Partners may be added upon written consent of all existing Partners. The terms relating to the admission of new Partners shall be in writing, executed by the new and existing Partners. Such terms shall constitute an amendment to this Partnership Agreement.

ARTICLE FOURTEEN  
WITHDRAWAL OF A GENERAL PARTNER

Except as provided by the specific written consent of all partners at the time, a General Partner is deemed to have withdrawn from the Partnership upon the happening of any of the following



events:

1. When the General Partner voluntarily withdraws by giving written notice to the other partners, but if the withdrawal violates the term of the Partnership Agreement the Limited Partnership may recover damages for breach of the agreement and offset the damages against the amount otherwise distributable to the withdrawing partner.

2. When the General Partner ceases to be a member of the Limited Partnership due to an assignment of interest or other transfer permitted under Article Eleven herein.

3. When the General Partner is removed as a General Partner in accordance with the Partnership agreement.

4. Unless otherwise provided in writing in the Partnership agreement, when the General Partner:

- a. Makes an assignment for the benefit of creditors;
- b. Files a voluntary petition in bankruptcy;
- c. Is adjudged bankrupt or insolvent or has entered against him an order for any relief in any bankruptcy or insolvency proceeding;
- d. Files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- e. Files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of this nature; or
- f. Seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of his properties.

5. Unless otherwise provided in writing in the Partnership agreement:

- a. When, 120 days after the commencement of any proceeding against the General partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed;
- b. When, 90 days after the appointment without the

General Partner's consent or acquiescence of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of the General Partner's properties, the appointment has not been vacated or stayed; or

- c. When, 90 days after the expiration of any such stay, the appointment has not been vacated.
- 6. In the case of a General Partner who is a natural person, his death or the entry of an order by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property.
- 7. In the case of a General Partner who is acting as a General Partner by virtue of being a trustee of a trust, upon the termination of the trust, but not merely the substitution of a new trustee.
- 8. In the case of a General Partner that is a separate Partnership, upon the dissolution and the commencement of winding up of the separate Partnership.
- 9. In the case of a General Partner that is a corporation, upon the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter.
- 10. In the case of a General Partner that is an estate, upon the distribution by the fiduciary of the entire interest of the estate in the partnership.

The Partnership shall not be dissolved upon the occurrence of any of the aforementioned events or any other legal disability of the General Partner. In the event of withdrawal or legal disability of all existing General Partners the Limited Partnership is not dissolved and is not required to be wound up by reason of any such event if, within 90 days after notice of the event, all remaining Partners agree to continue the business of the Limited Partnership and to the appointment of one or more additional General Partners if necessary or desired.

#### ARTICLE FIFTEEN WITHDRAWAL OF THE LIMITED PARTNER

The Limited Partner or assignee of Partner may withdraw from the Partnership at any time provided thirty (30) days prior written notice is delivered to the General Partner.

ARTICLE SIXTEEN  
VALUATION AND DISTRIBUTION UPON WITHDRAWAL

Upon notice of withdrawal or occurrence of any event constituting a withdrawal hereunder for either a General or Limited Partner, a determination shall be made of the amount, if any, by which the fair market value of the assets of the Partnership exceeds all liabilities of the Partnership, including but not limited to liabilities for the repayment of all loans or indebtedness of the Partnership. The withdrawing Partner shall be entitled to receive within a reasonable time after withdrawal the fair value of said Partner's interest in the Limited Partnership, based upon the established amount and rights to share in distributions. Said value shall be determined by the following procedure:

1. A sum mutually agreeable between all the remaining Partners, assignees of Partnership interests or the legal representative thereof and the withdrawing Partner, assignee or legal representative. Any such agreement must be in writing executed by all parties.

2. Within thirty (30) days of a written request for formal appraisal by either the party withdrawing and seeking distribution, or any remaining Partner, two qualified appraisers shall be selected to render their opinions on this issue. The withdrawing party shall designate an appraiser (hereinafter referred to as the "first appraiser") and the General Partner shall designate an appraiser (hereinafter referred to as the "second appraiser"). In the event no General Partners remain, the Limited Partners have additional time as provided to determine if the business of the Partnership should be continued and a new General Partner created, who shall then designate his appraiser. The first and second appraisers so designated shall meet within ten (10) days after their appointment and shall themselves appoint another appraiser ("third appraiser"). In the event the first and second appraisers are unable to agree upon the appointment of the third appraiser within fifteen (15) days after their appointment, the third appraiser shall be appointed by the American Arbitration Association.

The fees and expenses of the first and second appraisers shall be paid by the persons who appointed them, and the fees and expenses of the third appraiser and all other expenses shall be borne one-half by the person who appointed the first appraiser and one-half by the person who appointed the second appraiser. Any appraiser designated to serve in accordance with the provisions of these Articles shall be disinterested and shall be qualified to appraise the type of property owned by the Partnership. The concurrence of two of the appraisers shall be binding

on all Partners.

#### ARTICLE SEVENTEEN ACCOUNTING AND INTERIM DISTRIBUTIONS

At the end of each fiscal year, the Partnership income and expenses shall be determined with respect to the Partnership interest of each partner attributable to the properties, movable and immovable, contributed by each Partner or hereafter acquired. The net profits or net losses of the Partnership shall belong to and be credited to or debited to, as the case may be, each Partner, general and limited, in the same proportion as his interest in the Partnership at the end of the year in which the profits or losses occurred.

All or any portion of the Net Cash Flow of the Partnership for any fiscal year, determined as of the date of distribution, may be distributed by the General Partner at any time to the Partners in proportion to each Partner's interest in Partnership profits.

The General Partner, in his sole discretion, may at any time distribute any excess funds, other than the Net Cash Flow of the Partnership, deemed by them not to be necessary to conduct the business of the Partnership.

#### ARTICLE EIGHTEEN FISCAL YEAR

The fiscal year of the Partnership shall be the calendar year and the books of the Partnership shall be kept on the basis of cash receipts and disbursements.

#### ARTICLE NINETEEN TAX REPORTING

The General Partner shall maintain at the principal office of the Partnership, for inspection by any Partner or his representative during reasonable business hours, accurate books of account, in which the transactions of the Partnership shall be recorded, and the General Partner shall furnish to the Limited Partner, within ninety (90) days after the close of each fiscal year of the Partnership, balance sheets and profit and loss statements showing the financial position of the Partnership at the close of such fiscal year, the profit or loss for the Partnership for such fiscal year, and the distributive share of Partnership income or loss of each Partner. The General Partner shall also prepare and file all Federal and State income tax returns and any other returns or reports required to be filed under the laws of the United States or of any State, and shall make copies of all such returns and reports available for inspection by all Partners. The General Partner shall maintain such bank accounts, in the name of the Partnership, which they deem necessary in the management of the

Partnership. The General Partner may draw upon such funds, upon his signature only, solely for the account of the Partnership.

ARTICLE TWENTY  
LIABILITY OF GENERAL PARTNER

The General Partner hereby agrees that it shall be and shall remain liable as required by law for any obligation or liability of the Partnership for which the Partnership itself has incurred personal liability.

ARTICLE TWENTY-ONE  
NOTICES AND AMENDMENTS

All notices, requests, consents and statements hereunder shall be deemed to have been properly given if mailed from within the United States of America by first class United States mail, postage prepaid, or if sent by prepaid telegram, addressed in each case to the address set forth below the signature of each Partner on the counterpart of these Articles executed by such Partner, or to such other address or addresses as any of the Partners shall hereafter designate in writing to the others.

Each Partner shall execute, acknowledge and deliver all such certificates and amendments of certificates, instruments or documents as may be necessary to carry out the provisions of these Articles.

These Articles shall be binding upon and inure to the benefit of the parties hereto, their respective substitutes, heirs, executors, administrators, successors or assigns.

These Articles are executed under and shall be governed by and construed in accordance with the laws of the State of Florida.

If the General Partner proposes in writing to the Partners the adoption of an amendment to these Articles, the form of which shall have been approved in writing by counsel for the Partnership, and if within such period of time as may be specified in such written proposal at least One Hundred (100%) percent in interest of the Partners (at the value of their interests reflected on the Partnership books) give their consent in writing thereto, then each Partner shall promptly execute or cause to be executed such one or more amendments to these Articles as may be required to effect such amendment under the laws of the State of Florida. The General Partner shall thereafter, within six (6) days, cause said amendment or amendments to be recorded in the appropriate public office in each county where these Articles are required to be recorded.

ARTICLE TWENTY-TWO  
REGISTERED AGENT

The street address of the initial registered office of the Partnership shall be 8351 Blind Pass Road, St. Pete Beach, Florida, 33706, and the name of the initial registered agent of this corporation at that address is Robert A. Douglass.

ARTICLE TWENTY-THREE  
SEVERABILITY

If any provision of these Articles or the application of any provision to any person or circumstances should be held invalid, the remainder of these Articles, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

ARTICLE TWENTY-FOUR  
INTERPRETATION

The Article headings herein have been inserted for convenience and shall not modify, define or limit the express provisions of these Articles. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person(s) or entity(ies) referred to may require.

IN WITNESS WHEREOF, these Articles of Limited Partnership of Mirabella Partnership have been duly executed as of the 11th day of October, 1994, by the following, each in the presence of two witnesses whose signatures are set opposite his name.

WITNESSES:

Judy K. White  
Leland Cunningham

MIRABELLA DEVELOPMENT CORPORATION  
General Partner

Robert A. Douglass  
As President

Frank Bayliss  
Lynn Scuss

CHRISTOPHER W.M. HORTON  
INDIVIDUAL RETIREMENT ACCOUNT  
Limited Partner

Christopher W.M. Horton  
As Fiduciary

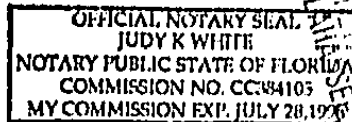
FILED  
1995 MAY 19 PM 1:30  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA       )  
                                  )    ss  
COUNTY OF PINELLAS    )

BEFORE ME, personally appeared ROBERT A. DOUGLASS, as President of Mirabella Development Corporation, who acknowledged before me that he executed the foregoing on behalf of the Corporation for the purposes herein expressed.

October SWORN TO and subscribed before me this 11 day of 1994.

Judy K. White  
Notary Public  
My Commission Expires:

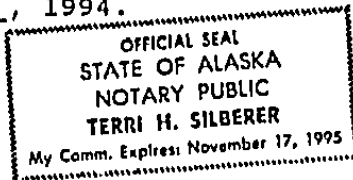


FILED  
1995 MAY 19 PM 1:30  
STATE OF FLORIDA

STATE OF Alaska       )  
                                  )    ss  
COUNTY OF 3rd Dist. District

BEFORE ME, personally appeared Christopher W.M. Horton, as Fiduciary, of the Christopher W.M. Horton Individual Retirement Account, who acknowledged before me that he executed the foregoing on behalf of the said Individual Retirement Account for the purposes herein expressed.

October SWORN TO and subscribed before me this 13<sup>th</sup> day of 1994.



Terri H. Silberer  
Notary Public  
My Commission Expires: 11-17-95

#### ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above named Partnership, the place designated in this Affidavit and Articles of Limited Partnership, I hereby accept and agree to act in this capacity and to comply with the provisions of the laws of the State of Florida relative to keeping open said office.

Robert A. Douglass  
ROBERT A. DOUGLASS  
Registered Agent

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  
Tandra Norman  
Secretary of State  
DIVISION OF CORPORATIONS

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
DEC  
95 DEC 29 AM 8:25

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
95 DEC 29 AM 8:26

1. Name of Limited Partnership

1a. DOCUMENT #  
A95000000803

MIRABELLA PARTNERSHIP, LIMITED

Mailing Address  
8351 BLIND PASS ROAD  
ST. PETE BEACH FL 33708

Principal Office Address  
8351 BLIND PASS ROAD  
ST. PETE BEACH FL 33708

DK  
1/8/96

If above addresses are incorrect in any way, fill through the correct information and enter correct address in Block 2 and/or 2a.

3. Date Form or Registered to Do Business in  
FLORIDA  
05/19/1995

3a. Date of Last Report

4. State or Country of Formation  
FL

City, State & Zip  
400001685654  
-01/10/96--01147--023  
\*\*\*576.25 \*\*\*576.25

5a. Capital Contributions as Shown  
on Record  
\$400,000.00

5b. Amount of Capital Contributions in  
FLORIDA to date

6. FEE Number  
59-3349378

7. CERTIFICATE OF STATUS REQUIRED  
Applied For  
Not Applicable  
\$5.75 Additional Fee required  
for a Certificate of Status

8. FEES: 1. Filing Fee: Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$437.50.  
2. Supplemental Fee: \$138.75 (pursuant to Section 607.103, F.S.)  
THE AMOUNT DUE SHALL BE NO LESS THAN \$191.25 (\$52.50 + \$138.75) AND NO MORE THAN \$578.25 (\$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

DOUGLASS, ROBERT A  
8351 BLIND PASS ROAD  
ST. PETER BEACH FL 33708

10. If changed, new Registered Agent/Office

Name  
Street Address (P.O. Box Number is Not Acceptable)  
City, State & Zip  
City FL Zip Code

10a. Pursuant to the provisions of sections 620.1051 and 620.192, 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 620.192, 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)

MIRABELLA DEVELOPMENT CORP

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

8351 BLIND PASS ROAD

11b. City, State & Zip Code

ST. PETE BEACH FL 337

11c. Registration/  
Document Number

P94000062806

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

12. I hereby certify that the information supplied with this form is voluntarily furnished and does not qualify for the exemption, stated in section 607.103(1)(b), Florida Statutes, to release the Division of Corporations from any liability of non-compliance with Section 607.103(1)(b) if the information supplied is deemed exempt from public access. I further certify that the information indicated on this form is true and accurate and that my signature shall have the same legal effect as if made under oath. I further certify that I am a general partner of the limited partnership registered or filed as provided by law. This report is not required by Chapter 607, Florida Statutes.

SIGNATURE

Robert A. Douglass

Typed or Printed Name of General Partner Signing Form

ROBERT A. DOUGLASS, PRESIDENT

Telephone Number

12/26/95  
813-360-6954