

# A9500000927

HOBBY, GREY & KUENZEL

ATTORNEYS AT LAW

An Association of Professional Associations

Reply To:

H. CLYDE HOBBY, P.A.  
FRANK I. GREY, P.A.  
6917 State Road 54  
New Port Richey, Florida 34653  
(813) 847-5854  
(813) 920-4342  
FAX (813) 841-8685

DIANE V. KUENZEL, P.A.  
Central Pasco Professional Center  
4111 Land O' Lakes Blvd.  
Suite 302-D  
Land O' Lakes, Florida 34639  
(813) 996-7710  
FAX (813) 996-5944

June 5, 1995

State of Florida  
Division of Corporations  
The Capital  
Tallahassee, Florida 32399

800001509448  
-06/09/95--01021--003  
\*\*\*\*113.75 \*\*\*\*113.75

RE: LIMITED PARTNERSHIP AGREEMENT AND  
CERTIFICATE OF LIMITED PARTNERSHIP  
BORDA DIMARCO OF NPR, LTD.

Dear Sirs:

Enclosed please find the following documents in connection with the above-referenced Articles of Limited Partnership:

1. Original and one (1) copy of Limited Partnership Agreement and Certificate of Limited Partnership for Borda DiMarco NPR, LTD.

800001509448  
-06/22/95--01073--019  
\*\*\*\*280.00 \*\*\*\*280.00

2. Our firm check payable to the Secretary of State in the sum of \$113.75 to cover:

Filing Fee \$70.00

Designation of Resident Agent 35.00

Certificate of Good Standing 8.75

3. Stamped, self-addressed envelope.

Continued.....

FILED  
1995 JUN 21 AM 10  
TALLAHASSEE, FLORIDA

~~175000012005~~

FF- \$ 350.00

RA - 35.00

Cws - 8.75

6/21/95 aw

Page Two  
June 5, 1995  
State of Florida  
Division of Corporations  
RE: BORDA DIMARCO OF NPR, LTD.

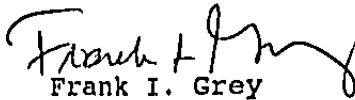
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Kindly hand deliver these documents for filing and have the additional copy filed stamped and returned to my office in the envelope provided.

If there is any additional documentation required, please advise.

Thanking you for your assistance and cooperation in this matter, I remain

Very truly yours,

  
Frank I. Grey

FIG/pc  
Encs.



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

June 13, 1995

FRANK I. GREY, ESQUIRE  
HOBBY, GREY & KUENZEL  
6917 STATE ROAD 54  
NEW PORT RICHEY, FL 34653

SUBJECT: BORDA DIMARCO OF NPR, LTD.  
Ref. Number: W95000012005

We have received your document for BORDA DIMARCO OF NPR, LTD. and check(s) totaling \$113.75. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$280.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6920.

Ava Watson  
Corporate Specialist

Letter Number: 395A00028925

# HOBBY, GREY & KUENZEL

ATTORNEYS AT LAW

An Association of Professional Associations

Reply To:

11. CLYDE HOBBY, P.A.  
FRANK I. GREY, P.A.  
6917 State Road 54  
New Port Richey, Florida 34653  
(813) 847-3854  
(813) 920-4342  
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DIANE V. KUENZEL, P.A.  
Central Pasco Professional Center  
4111 Land O' Lakes Blvd.  
Suite 302-D  
Land O' Lakes, Florida 34639  
(813) 996-7710  
FAX (813) 996-5944

June 16, 1995

State of Florida  
Division of Corporations  
The Capital  
Tallahassee, Florida 32399

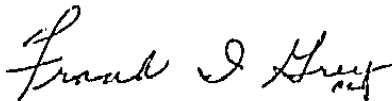
RE: LIMITED PARTNERSHIP AGREEMENT AND  
CERTIFICATE OF LIMITED PARTNERSHIP  
BORDA DIMARCO, NPR, LTD.

Dear Sirs:

Enclosed please find our firm check in the amount of \$280.00 as additional filing fees, pursuant to your letter dated June 13, 1995.

Thanking you for your assistance and cooperation in this matter, I remain

Very truly yours,



FIG/pc  
Encs.

Frank I. Grey  
Signed in my Absence  
to Avoid Delay

A9500000927

FILED  
JUN 21 AM 10:32  
TALLAHASSEE, FLORIDA

LIMITED PARTNERSHIP AGREEMENT, AFFIDAVIT  
AND CERTIFICATE OF LIMITED PARTNERSHIP

BORDA DIMARCO OF NPR, LTD., a Florida Limited Partnership

THIS AGREEMENT, entered into this 1st day of June, 1995, by and between BORDA, INC., a Florida Corporation, and DIMARCO, INC., a Florida Corporation, (the "General Partners") and the persons signing this Agreement as limited Partners (the "Limited Partners"), with the Limited Partners and the General Partners being collectively referred to as the "Partners".

W I T N E S S E T H

ARTICLE I

FORMATION

The parties hereby form a Limited Partnership (the "Partnership") pursuant to the provisions of the Uniform Limited Partnership Act as adopted by the State of Florida.

ARTICLE II

PURPOSE

The sole purpose of the Partnership shall be as follows:

(a) The acquisition and development of real property in the State of Florida for single-family and multi-family residential dwellings;

(b) To undertake such acts as are necessary to carry out the intent set forth in Paragraph (a) above, including the borrowing of construction funds and the engagement of professional services and to do all other things necessary to complete the proposed residential project;

(c) To do such other things as the General Partners and Limited Partners shall agree upon in writing.

ARTICLE III

NAME AND PLACE OF BUSINESS

3.01 Name. The Partnership shall be operated under the name of BORDA DIMARCO OF NPR, LTD. a Florida Limited Partnership.

3.02 Place of Business. The principal place of business of the Partnership shall be located at 4925 Cross Bayou Boulevard, New Port Richey, Florida 34652, or at such other place as the General Partners may determine from time to time. The General Partners may also establish, from time to time, other places of business of the Partnership. The mailing address for the business shall be 4925 Cross Bayou Boulevard, New Port Richey, Florida 34652.

3.03 Registered Agent. The Registered Agent and the street address of the initial Registered Office of this Partnership shall be:

H. CLYDE HOBBY  
HOBBY, GREY & KUENZEL  
6917 State Road 54  
New Port Richey, Florida 34653

#### ARTICLE IV TERM

4.01 Term and Dissolution. The term and existence of the Partnership shall commence on the date of filing of a Certificate of Limited Partnership with the Department of State of the State of Florida and shall continue until the year 2005, unless the Partnership is dissolved earlier for one of the following reasons:

- (a) The agreement in writing of all the Partners;
- (b) The sale or other disposition of all or substantially all of the Property; or
- (c) The operation of law, including without limitation, the retirement, death, insanity, liquidation or bankruptcy of the General Partners to the extent provided in Article X.
- (d) The Partnership becomes insolvent or bankrupt.

4.02 Liquidation. Upon the dissolution of the Partnership, the Partnership shall be liquidated pursuant to the provisions of Article XIV, except to the extent the business of the Partnership is to continue as provided in Article X.

#### ARTICLE V CAPITAL

5.01 Contributions of General Partners. The General Partners shall be obligated to make contributions in cash to the capital of the Partnership in the amount of Five Hundred Dollars (\$500.00), such contributions to be made at the same time as the contributions of the Limited Partners required under Section 5.02.

5.02 Contributions of Limited Partners. The Limited Partners shall contribute cash to the capital of the Partnership, simultaneous with their execution hereof in the following amounts:

<u>Limited Partners</u>	<u>Amount of Capital Contribution</u>
JOSEPH BORDA	\$25,000.00
JOHN DIMARCO	\$25,000.00

5.03 Additional Contributions. Partners may make additional contributions to the capital of the Partnership in the following manner:

(a) The General Partners may make additional contributions at any time as determined within their sole discretion. At such time or times as it shall be necessary for the General Partners to make additional contributions, such contributions shall be made on an equal basis (one-half by BORDA, INC., and one-half by DIMARCO, INC.). In the event that a General Partner shall not make his full share of the contribution as required by this Paragraph, the remaining General Partner may make such contribution and upon making such contribution the partnership interests established hereinbelow shall be adjusted so that the partnership interests are proportional to the total contributions made by each General Partner.

(b) The Limited Partners may not make additional contributions unless the General Partners request, in writing, that the Limited Partners make such contributions, at which time, the Limited Partners shall be entitled, but not required, to make all or a portion of the requested contribution. In the event that a Limited Partner shall not make equal contributions, the Limited Partner making such contribution shall be entitled to have the ownership interest and the allocation and distribution of net proceeds modified to provide that the percentage of ownership and allocation and distribution shall be proportionate to the percentage of contribution made by each Limited Partner, including additional contributions, if any.

5.04 Interest. No Partner shall receive any interest on his contribution to the capital of the Partnership.

## ARTICLE VI

### DISTRIBUTIONS, PROFITS AND LOSSES

6.01 Distributions. Distributions of the net proceeds of the Partnership to the Partners shall be made in the manner as hereinafter provided. All such distributions shall be subject to maintaining the Partnership in a sound financial and cash position, including the establishment of reserves reasonably required in the judgment of the General Partners for the proper operation of the Partnership.

#### 6.02 Allocation and Distributions of Net Proceeds.

(a) Distributions shall first be made to the Limited Partners until such time as the Limited Partners' capital accounts shall bear the same ratio to total capital as their respective capital ownership in the Limited Partnership.

(b) The income shall first be allocated to the general Partners until such time as the General Partners' capital accounts shall bear the same ratio to total capital as their respective capital ownership. Thereafter net proceeds will be allocated in proportion to their respective capital ownership percentages.

(c) The losses shall be allocated in proportion to the initial capital contributions of the Partners until such time as the Partnership's cumulative net losses equal the initial capital contributions. Thereafter, losses will be allocated in proportion to the respective capital ownership.

(d) The respective capital ownership of the Partnership shall be as follows:

BORDA, INC.	38%
DIMARCO, INC.	37%
JOSEPH BORDA	12.5%
JOHN DIMARCO	12.5%

(e) The term "net proceeds" as used herein shall mean all revenues and receipts owned or received by the Partnership, including the net profits derived from the project, as ascertained through the use of standard accounting procedures, but without taking into account any deductions for depreciation or other non-cash charges deducted in determining such profits; provided, however, there shall be excluded from the determination of the Partnership's net proceeds:



- (1) All funds received by way of initial and subsequent capital contributions or loans;
- (2) Any amounts received to pay indebtedness due on obligations incurred or assumed with respect to the purchase or construction of Partnership Property or improvements thereon;
- (3) Any amounts expended in payment of expenses incurred in the normal operation of the Partnership business; and
- (4) If the General Partners so determine, a reasonable reserve to provide funds for working capital or expense needs or for the replacement or maintenance of Partnership Property or any other similar contingencies of the Partnership.

(f) The net proceeds of the Partnership, as determined under sub-section (e) above and as allocated in accordance with sub-sections (a), (b), (c) and (d) above, shall be distributed monthly to the Partners, unless the General Partners determine, in its sole discretion, that more frequent distribution is warranted.

## ARTICLE VII

### THE GENERAL PARTNERS

7.01 Power and Authority. Subject to the provisions of Section 7.03, the General Partners, to the exclusion of the Limited Partners, shall have the full and exclusive right and power to manage and operate the Partnership and to do all things necessary to carry on the operations of the Partnership for the purposes described above. By way of explanation and not in limitation of the exclusive right and power of the General Partners to operate and manage the Partnership, the General Partners shall have all the rights and powers which may be possessed by a General Partner pursuant to the Uniform Limited Partnership Act of the State of Florida, as in effect from time to time, and such other rights and powers as are otherwise conferred by law or as are necessary, advisable or convenient to discharge their duties under this Agreement and to manage the business and affairs of the Partnership.

- (a) General Partner, BORDA, INC. shall be specifically responsible for architectural and engineering services and for overall financial management activities with regard to the project.

- (b) General Partner, DIMARCO, INC., shall be responsible for general contracting matters and day-to-day supervision of the work, including the scheduling of sub-contractors, completion of work on schedule, the soliciting of sub-contractor's bids, and the ordering of material and purchasing within the guidelines as established by the General Partners.
- (c) Costs incurred by a General Partner as a result of another Partner's failure to perform or to complete duties and responsibilities which they have, shall result in a direct reduction in the profits, if any, from the General Partner causing such costs to be incurred.

7.02 Time Devoted to Partnership. The General Partners shall devote so much of its time and effort to the operations of the Partnership as in its judgment and conduct of such operations shall reasonably require and shall not be obligated to do or perform any act or thing in connection with the operations of the Partnership not expressly set forth herein. The General Partners may engage in business ventures, including other Partnerships, of any nature and description, independently or with others and neither the Partnership nor any of the other Partners shall have any rights in and to such independent ventures or the income or profits derived therefrom.

7.03 Certain Limitations.

(a) In addition to other acts expressly prohibited by this Agreement or by law, the General Partners shall not have any authority to:

- (1) do any act in contradiction of this Agreement;
- (2) do any act which would make it impossible to carry on the ordinary business of the Partnership, except as expressly provided in this Agreement;
- (3) confess a judgment against the Partnership;
- (4) execute or delivery any general assignment for the benefit of the creditors of the Partnership;

- (5) possess the Property or assign the rights of the Partnership in specific property, other than for a Partnership purpose;
- (6) admit a person as a General Partner or Limited Partner, except that up to one-half of the Limited Partnership share of John DiMarco may be transferred to Frederick J. DiMarco as otherwise provided in this Agreement; or
- (7) knowingly or willingly do any act (except as expressly permitted by this Agreement) which would cause the Partnership to become an Association taxable as a Corporation.

(b) Without the prior written consent of the Limited Partners owning a majority of the outstanding interests, the General Partners shall not:

- (1) Lend any persons any of the funds of the Partnership, except to invest on an interim basis in prime commercial paper or certificates of deposit or in a money market account in a federally insured lending institution or at such other institution as the General Partners may from time to time determine.
- (2) sell, lease or otherwise transfer or dispose of all or any substantial part of the Property;
- (3) borrow funds or mortgage the Property in either case for any amount in excess of \$15,000,000.00.
- (4) borrow from the Limited or General Partners up to \$ 800,000.00 in aggregate total from all such borrowings. Said borrowings may be from such of the Partners as the General Partners deem necessary and appropriate from time to time.

7.04 The General Partners shall receive no compensation, whether in the form of management fees, commission for the sale or rental of units contemplated by this Agreement, or any other payments for services rendered in the capacity as the General Partners; provided, however, the General Partners shall be entitled to reimbursement for any expenses incurred by it in the performance of the Partnership business.

## ARTICLE VIII

### INDEMNIFICATION OF GENERAL PARTNERS

The Partnership shall indemnify and save harmless the General Partners from any loss or damage incurred by such General Partners by reason of any act or omission performed or omitted by such General Partners for and on behalf of the Partnership and in furtherance of its interest. The foregoing shall not relieve a General Partner of liability for gross negligence, fraud or bad faith.

## ARTICLE IX

### LIMITED PARTNERS

9.01 No Authority to Act for Partnership. No Limited Partner shall have the right to take any part in the conduct or control of the Partnership's activities or have any right or authority to act on behalf of the Partnership. The exercise of any of the rights and powers of the Limited Partner pursuant to the terms of this Agreement shall not be deemed in taking part in the day-to-day affairs of the Partnership or the exercise of control over Partnership affairs.

9.02 No Obligation for Partnership Liabilities. Notwithstanding, anything herein to the contrary, no Limited partner shall be liable for any debts, obligations or losses of the Partnership in excess of his required contributions to the capital of the Partnership, and no Limited Partner shall be required to contribute any capital except as required by Article V, except that a Limited Partner may be required by law to return any or all of that portion of his capital contribution that is distributed to him, with interest, if necessary, to meet obligations of the Partnership that are incurred prior to such distribution.

9.03 No Right to Withdraw Capital. Prior to the dissolution and liquidation of the Partnership, no Limited Partner shall be entitled to withdraw any part of his capital contribution, except that distribution made in accordance with Article VII may represent in whole or in part a return of capital.

9.04 No Right to Demand Property. A Limited Partner shall have right to demand and receive property other than cash in return for his capital contribution. The Limited Partners shall be entitled to review the books and records of the Partnership at reasonable times and the location where such records are kept by the Partnership.

9.05 No Right to Demand Capital. Except as provided in this Agreement, a Limited Partner shall have no right to demand and receive the return of his contribution to the capital of the Partnership.

9.06 No Priorities. There shall exist no priorities among the Limited Partners.

9.07 Death or Incompetency. If a Limited Partner shall die, his executors, administrators, successors or assigns, or if he shall become incompetent, his guardian or other representative, shall have the same rights as the Limited Partner would have had if he had not died or become incompetent, and the share of such Limited Partner in the assets of the Partnership, until the termination of the Partnership, shall be subject to all the terms and conditions of this Agreement as if such Limited Partner had not died or become incompetent.

#### ARTICLE X

##### REMOVAL OF A GENERAL PARTNER

10.01 The General Partners may be removed by the Limited Partners upon the occurrence of any of the following events:

(a) At any time at which the Limited Partners, in their sound business judgment, determine that the business affairs of the Partnership are being mismanaged by the General Partners;

(b) In the event of default of any payment due to the Limited Partners;

(c) Upon the failure of the General Partners to make any payment on any security accounts, debts, taxes, assessments, lease, insurance premiums, or other obligations of the Partnership;

(d) The appointment of a Receiver or the filing of a petition in bankruptcy by the General Partners; or

(e) Any other event of default under this Agreement.

10.02 Written notice of the General Partners' removal shall be served upon it by certified mail and said notice shall set forth the date the removal is to be effective, which date shall not be less than fifteen (15) days after the service of said notice on the General Partners.

10.03 Upon removal of the General Partners, the Limited Partners shall select a new General Partner, provided, however, if a new General Partner has not been selected within thirty (30) days from the effective date of the removal of the General Partners, the Partnership shall be dissolved as hereinafter provided.

10.04 Upon its removal, the General Partners shall have the right to cause the Limited Partner to purchase the General Partners' interest in the Partnership pursuant to the following terms and conditions:

(a) The General Partners must give written notification within ten (10) days after its removal to the Limited Partners of its intent to exercise its option hereunder.

(b) Upon receiving such notification the Limited Partner shall select an MAI appraiser who shall determine the fair market value of the General Partners' interest which value shall be deemed the purchase price for that interest.

(c) Within fifteen (15) days after receipt by the Limited Partners of the appraisal report, the Limited Partners shall pay the purchase price to the General Partners for its interest in the Partnership.

10.05 If the General Partners do not elect to exercise its option provided in 10.04 above, the General Partners shall maintain its rights under Article VII above, but it shall no longer be a Partner in the Partnership.

10.06 There shall be no additional Limited or General Partners without the written consent of the Limited Partners.

10.07 No Partner shall assign its interest in the Partnership without first obtaining a written consent of the other Partners.

#### ARTICLE XI ACCOUNTING

11.01 Fiscal Year. The fiscal year of the Partnership shall be the calendar year, and such fiscal period shall be the taxable period of the Partnership for Federal income tax purposes.

11.02 Keeping of Records. The General Partners shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership.

11.03 Tax Returns. The General Partners shall prepare, or cause to be prepared, Federal income tax returns for the Partnership and, in connection therewith, may make any available or necessary elections.

11.04 Method. The accrual method of accounting shall be used both for financial reporting and Federal income tax purposes. The General Partners shall have the authority to change the accounting method of the Partnership from time to time as they deem appropriate in their discretion.

## ARTICLE XII

### REPORTS AND STATEMENTS

12.01 Year-End Reports. As soon as practicable after the end of each fiscal year of the Partnership, the General Partners shall deliver or cause to be delivered to each Partner:

(a) Such information as shall be necessary for the preparation by such Partner of his Federal and State income or other tax returns; and

(b) A statement prepared by, or caused to be prepared by, the General Partners, which statement shall set forth, as of the end of and for such fiscal year, the following:

- (1) A profit and loss statement and a balance sheet of the Partnership;
- (2) The allocation to each Partner of the net loss, as the case may be, of the Partnership for such year; and
- (3) Such other information as in the judgment of the General Partners shall be reasonably necessary for the Partners to be advised of the results of operation of the Partnership.

12.02 Interim Financial Reports. The General Partners may (but are not obligated to) prepare or cause to be prepared and delivered to each Partner during each fiscal year, interim cash flow statements, interim profit and loss statements, and interim balance sheets of the Partnership to the extent they deem necessary or desirable.

## ARTICLE XIII

### ACCOUNTS

All funds of the Partnership shall be deposited in the Partnership's name in such account or accounts (bank, savings, money market funds or otherwise) as shall be designated by the General Partners. Withdrawals from such account or accounts shall be made upon the signature or signatures of such persons as the General Partners shall designate.

## ARTICLE XIV

### TERMINATION AND LIQUIDATION

14.01 Liquidation. Upon the dissolution of the Partnership, but only to the extent provided in Section 4.02, the General Partners shall proceed to the liquidation of the Partnership; and, the proceeds of such liquidation shall be applied and distributed in the following order of priority, when realized:

(a) The proceeds shall first be applied to the payment of all debts, taxes, obligations and other liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership), and the necessary expenses of liquidation. When there is a contingent debt, obligation or liability, a reserve shall be set up to meet such contingency, and if and when the contingency shall cease to exist, the monies, if any, in the reserve shall be distributed as herein provided for in this Section 14.01.

(b) The proceeds shall next be applied to the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro-rata on account thereof.

(c) The balance of proceeds shall next be paid to the Partners in the order of priority for interim distributions of cash as set forth hereinabove.

14.02 Sale of Assets. In liquidating the assets of the Partnership pursuant to Section 14.01, all tangible assets of a saleable value shall be sold at such price and terms as the General Partners, in good faith, determine to be fair and equitable. Any Limited or General Partner, or any person in which they, or any of them, are in any way interested, may purchase such assets at such sale. It shall not be necessary to sell any intangible assets of the Partnership.

14.03 Timing. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partners to minimize the losses occurring upon a liquidation.

14.04 Financial Statement; Certificate of Dissolution. Each of the Partners shall be furnished with a statement prepared by the General Partners, which shall set forth the assets and liabilities of the Partnership as of the date of complete liquidation. Upon the General Partners complying with the foregoing distribution plan, the Partners shall execute, acknowledge and cause to be filed a certificate of cancellation of the Partnership.



14.05 No Personal Liability for Return of Capital. The General Partners shall not be personally liable for the return of all or any part of the capital contributions of the Limited Partners. Any such return shall be made solely from Partnership assets. Neither the Partnership nor any Partner thereof shall have any rights against the other Partner or the Partnership for any deficit or inequality in capital or profit and loss accounts as a result of making distributions in accordance with the provisions of this Limited Partnership Agreement.

## ARTICLE XV

### POWER OF ATTORNEY

15.01 Grant of Power. Each Partner hereby makes, constitutes and appoints the General Partners, and each of them severally, as such person(s) may be from time to time, his true and lawful attorney, for him and in his name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file (or any one of any number of said acts), after appropriate approvals by each Partner as otherwise provided in this Agreement, the following with respect to the Partnership:

(a) A Certificate of Limited Partnership, and amendments thereto, for the Partnership as may be required by the laws of the State of Florida and the laws of any jurisdiction in which his attorney may deem such filing to be necessary or desirable;

(b) Such amendments to the Limited Partnership Agreement and/or Certificate of Limited Partnership as may be required by law or required or permitted pursuant to the provisions of this Agreement, including without limitation, those necessary to reflect the change of name and location of the principal place of business of the Partnership, the transfer or acquisition of any interest by the General Partners or a Limited Partner in any manner permitted by this Agreement, a person becoming a substituted or an additional Limited or General Partners of the Partnership as permitted by this Agreement, a duly adopted amendment to this Agreement or any other change in any provision of this Agreement effected by the exercise by any person of any right or rights granted hereunder;

(c) All certificates of other instruments which may be required to effectuate the dissolution and termination of the Partnership, including without limitation, the certificate of cancellation; and

(d) All such other instruments, documents and certificates which may, from time to time, be required by the laws of the United States of America, or any other jurisdiction in which the Partnership shall determine to do business, or any political subdivision or agency thereof, to effectuate, implement, continue and defend the valid and subsisting existence of the Partnership.

15.02 Form. Each of the Agreements, certificates, instruments and documents made pursuant to Section 15.01, shall be in such form as the General Partners and counsel for the Partnership shall deem appropriate.

15.03 Exercise; Survivability. The Power of Attorney granted pursuant to Section 15.01 is a special Power of Attorney coupled with an interest and is irrevocable; may be exercised by the General Partners as such attorney-in-fact by listing all the Limited Partners executing any Agreement, certificate, instrument or document with the single signature of the General Partner (or the President or a Vice-President thereof, if a Corporation) acting as attorney-in-fact for all of them; shall survive the death of a Limited Partner; and, shall survive the transfer by a Limited Partner of the whole or any portion of his Limited Partnership interests, except that where the purchaser, transferee or assignee thereof with the consent of the General Partners becomes a substituted Limited Partner, the Power of Attorney shall survive the transfer for the sole purpose of permitting such attorney-in-fact to execute, acknowledge and file any such agreement, certificate, instrument or document necessary to effect such substitution.

## ARTICLE XVI

### AMENDMENTS

This Agreement may be amended only upon the agreement of the General Partners, together with the consent of the Limited Partners. Any amendment requiring a change in the Certificate of Limited Partnership shall not be effective until an amended Certificate, reflecting such change, has been filed with the Department of State of the State of Florida.

## ARTICLE XVII

### MISCELLANEOUS

17.01 No Oral Modification or Waiver. No modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing, signed by the party or parties sought to be charged therewith; and, no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different nature.

17.02 Notices and Addresses. All notices or other communications given or made under this Agreement shall be in writing. Notices or other communication shall be mailed to Partners at

the address set forth after the signature of each Partner below or at such other address as they may specify in a notice to the Partnership. Notices or other communications shall be mailed to the Partnership at the office of the Partnership, in Florida, as specified in Section 3.02 or at such other address as the General Partners may specify in a notice to each Limited Partner. A notice or other communication shall be deemed given when personally delivered or when deposited in the United States mail, first class mail, properly addressed, and with postage prepaid.

17.03 Binding Effect. Except as otherwise provided herein to the contrary, this Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and their respective personal representatives, successors and assigns; provided, that nothing contained in this Section 17.03 shall be deemed to permit any assignment other than one made in accordance with the other terms of this Agreement.

17.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (except that if any choice of law provision under Florida law would result in the application of the law of a jurisdiction other than the State of Florida, such provision shall not apply).

17.05 Headings. The headings used in this Agreement are for informational purposes only and are not deemed to be a part of this Agreement.

17.06 Person. The word "person" includes, without limitation, any one or more persona, partnerships, trusts, estates, corporations and other business entities.

17.07 Gender. Except as the context otherwise requires, the masculine shall be deemed to include the feminine and neuter; the singular, the plural, and, vice versa.

17.08 Counterparts. This Agreement may be executed in one or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts shall constitute one and the same instrument.

## ARTICLE XVIII

### NAMES AND ADDRESSES OF EACH PARTNER

Name and Address

BORDA, INC.  
4925 Cross Bayou Boulevard  
New Port Richey, Florida 34652

DIMARCO, INC.  
4925 Cross Bayou Boulevard  
New Port Richey, Fl. 34652

JOSEPH R. BORDA  
10 East Chestnut Street  
Merchantville, New Jersey 08109

JOHN DIMARCO  
706 Haddonfield Road  
Cherry Hill, New Jersey 08002

IN WITNESS WHEREOF, the parties hereto have executed  
this Agreement the day and year first above written.

WITNESSES:

William J. Mallory

BORDA, INC.  
a Florida Corporation

Jennifer M. Tugan

By,

[Signature]  
Joseph R. Borda, President

GENERAL PARTNER

TALLAHASSEE, FLORIDA

1995 JUN 21 AM 10:33

FILED

Sheila H. Charles

DIMARCO, INC.  
a Florida Corporation

Barbara Signorelli

By,

[Signature]  
John Dimarco, President

GENERAL PARTNER

William J. Mallory

[Signature]

Joseph R. Borda

LIMITED PARTNER

Jennifer M. Tugan

Sheila H. Charles

Barbara Signorech

John Dimarco

LIMITED PARTNER

FILED  
1995 JUN 21 AM 12:33  
TALLAHASSEE, FLORIDA

STATE OF NEW JERSEY )  
COUNTY OF CAMDEN )

BEFORE ME, the undersigned authority, personally appeared JOSEPH R. BORDA, individually and as President of BORDA, INC., who first being duly sworn, says that he executed this Certificate of Limited Partnership freely and voluntarily for the purposes therein expressed, and who furnished for identification the following:

- ( ☒ ) Personally Known  
(     ) Driver's License  
(     ) Passport  
(     ) Other - Specify \_\_\_\_\_

WITNESS, my hand and official seal in the State and County last aforesaid this 25th day of May, 1995.

[Signature]

Notary Public, State of New Jersey

My Commission Expires:

MONICA A. HUBLER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 25, 1998

Monica A. Hubler  
Type or Print Name of Notary

STATE OF FLORIDA     )  
COUNTY OF PASCO     )

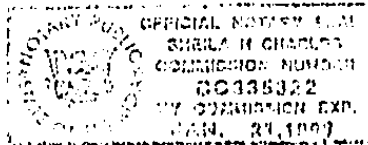
BEFORE ME, the undersigned authority, personally appeared JOHN DIMARCO, individually and as President of DIMARCO, INC., who first being duly sworn, says that he executed this Certificate of Limited Partnership freely and voluntarily for the purposes therein expressed, and who furnished for identification the following:

( ☒ ) Personally Known  
(     ) Driver's License  
(     ) Passport  
(     ) Other - Specify \_\_\_\_\_

WITNESS, my hand and official seal in the State and County last aforesaid this 1st day of June, 1995.

Sheila H. Charles  
Notary Public, State of Florida  
My Commission Expires:

Sheila H. Charles  
Type or Print Name of Notary



FILED  
1995 JUN 21 AM 10:33  
TALLAHASSEE, FLORIDA

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHICH PROCESS MAY BE SERVED**

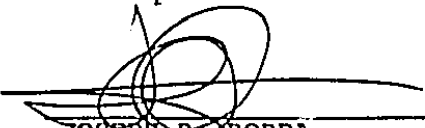
In compliance with Section 48.091, Florida Statutes, the following is submitted:

**FIRST:** That BORDA DIMARCO OF NPR, LTD., desiring to organize or qualify under the Laws of the State of Florida, with its principal place of business at:

4925 Cross Bayou  
New Port Richey, Florida 34652

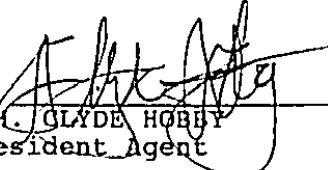
has named: H. CLYDE HOBBY  
located at: 6917 State Road 54  
New Port Richey, Florida 34652

as its agent to accept service of process within the State of Florida.

  
\_\_\_\_\_  
JOSEPH B. BORDA  
TITLE: PRESIDENT

DATE: 5-25-95, 1995.

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all Statutes relative to the property and complete performance of my duties.

By,   
\_\_\_\_\_  
H. CLYDE HOBBY  
Resident Agent

DATE: 6-1-, 1995.

FILED  
1995 JUN 21 AM 10:33  
TALLAHASSEE, FLORIDA

**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  
Carver A. Matham  
Secretary of State  
DIVISION OF CORPORATIONS

**FILED**

35 JAN -3 PM 2:10

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE

1. Name of Limited Partnership

1a. DOCUMENT #  
**A95000000927**

**BORDA DIMARCO OF NPR, LTD.**

Mailing Address  
**4925 CROSS BAYOU BLVD.  
NEW PORT RICHEY FL 34652**

Principal Office Address  
**4925 CROSS BAYOU BLVD.  
NEW PORT RICHEY FL 34652**

2. New Mailing Address, if Applicable

State, Apt. #, etc.

City, State & Zip

2a. New Principal Office, if Applicable

State, Apt. #, etc.

City, State & Zip

3. Date Form and Report filed in the Business in  
FLORIDA  
**06/21/1995**

3a. Date of Last Report

4. State or Country of Formation  
**FL**

5a. Capital Contributions as Shown  
on Record  
**\$50,000.00**

5b. Amount of Capital Contributions in  
FLORIDA to date

6. FEI Number  
**59-3345583**

Applied For  
Not Applicable

7. CERTIFICATE OF STATUS REQUIRED  
\$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 5a or 5b 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 \$576.25 (\$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

**HOBBY, H. CLYDE  
HOBBY, GREY & KUENZEL  
6917 STATE ROAD 54  
NEW PORT RICHEY FL 34653**

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 sections 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

**BORDA, INC.  
DIMARCO, INC.**

**4925 CROSS BAYOU BLVD  
4925 CROSS BAYOU BLVD**

**NEW PORT RICHEY FL 34  
NEW PORT RICHEY FL 34**

**P95000039079  
P95000039083**

**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, state 1 in Section 119.07(3)(b), Florida Statutes. I release the Division of Corporations from any liability of negligence 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 effect 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

DATE

Typed or Printed Name of General Partner Signing Form

**Joseph R. Borda**

Telephone Number

**(813) 849-2264**



# A9500000927

HOBBY ANDERSON & GREY  
Attorneys and Counsellors at Law  
A Partnership of Professional Associations

B. CLYDE HOBBS, P.A.  
ANDERSON & ORCUTT, P.A.  
FRANK I. GREY, P.A.

May 8, 1997

8700 TIDALWAVE DRIVE  
NEW PORT RICHEY, FL 34088  
TELEPHONE (813) 847-5854  
FACSIMILE (813) 841-0005

State of Florida  
Division of Corporations  
The Capital  
Tallahassee, Florida 32399

RE: FIRST AMENDMENT TO LIMITED PARTNERSHIP  
AGREEMENT, AFFIDAVIT AND CERTIFICATE  
OF LIMITED PARTNERSHIP OF  
BORDA DIMARCO OF NPR, LTD.

Dear Sirs:

400002198474--3  
-05/22/97--01100--013

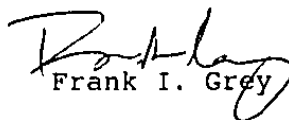
Enclosed please find the following documents in connection with the above-referenced Limited Partnership:

1. Original and one (1) copy of First Amendment to Limited Partnership Agreement, Affidavit and Certificate of Limited Partnership for Borda DiMarco of NPR, LTD.
2. Corp. firm check payable to the Secretary of State in the sum of \$52.50 for filing fees.

Kindly file this Amendment and have the additional copy filed stamped and returned to my office in the envelope provided.

Thanking you for your assistance and cooperation in this matter, I remain

Very truly yours,

  
Frank I. Grey

FIG/pc  
Encs.

cc: Mr. Joseph R. Borda

452.50.FP

Name	Availability
Document Examiner	
Updater	
Updater Verifier	
Acknowledgement	
W. P. Verifier	

FIRST AMENDMENT TO  
LIMITED PARTNERSHIP AGREEMENT, AFFIDAVIT  
AND CERTIFICATE OF LIMITED PARTNERSHIP  
OF

BORDA DIMARCO OF NPR, LTD.

Pursuant to the Florida Revised Uniform Limited Partnership Act (1986) and Florida Statutes, Section 620.109 the undersigned constitutes the General Partners of BORDA DIMARCO OF NPR, LTD., A Florida Limited Partnership, whose Certificate of Limited Partnership was filed with the Florida Department of State on June 21, 1995, by and among the following parties:

1. BORDA, INC., a Florida Corporation
2. DIMARCO, INC., a Florida Corporation
3. JOSEPH BORDA - Limited Partner
4. JOHN DIMARCO - Limited Partner

and the General Partners hereby amend the Certificate of Limited Partnership of BORDA DIMARCO OF NPR, LTD., as follows:

1. This Amendment is filed to reflect that DIMARCO, INC., has withdrawn as a General Partner per Florida Statute 620.142 and that the Limited Partnership documents are hereby amended to permit the business of the Limited Partnership to be carried on by the remaining General Partner and the Partners agree to continue the business of the Limited Partnership and to the appointment of one (1) or more General Partners if needed.

The General Partners are identified as:

1. BORDA, INC.                      a Florida Corporation

Except as otherwise modified, all the terms and conditions of the Limited Partnership Agreement shall remain in full force and effect.

Executed on the date first above written.

BORDA, INC.  
a Florida Corporation

By, \_\_\_\_\_

President

FILED  
97 MAY 16 AM 9:37  
TALLAHASSEE, FLORIDA

STATE OF NEW JERSEY )  
COUNTY OF Camden )

Before me, the undersigned Notary Public, personally appeared JOSEPH BORDA, as President of BORDA, INC., a Florida corporation, on behalf of the corporation which is a General Partner of BORDA DIMARCO OF NPR, LTD. who did not take an oath, who is personally known to me and who acknowledged before me that he subscribed his name to this Certificate of Amendment of Limited Partnership of BORDA DIMARCO OF NPR, LTD. on the 7th day of May, 1997.

William J. Malloy  
Notary Public, State of New Jersey  
My Commission Expires:

WILLIAM J. MALLOY  
Notary Public of New Jersey  
My Commission Expires Jan. 29, 2001

Print or Type Name of Notary

FILED  
97 MAY 16 AM  
TREASURY

# A95000000927

E. D. N. A. C. B.

Requestor's Name

Attn: Shiela Charles

10 E. Chestnut Street

Merchantville, NJ 08109

City/State/Zip

Phone #

Office Use Only

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

1. \_\_\_\_\_  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

FILED  
97 JUL -1 PM 4:30  
SECRETARY OF STATE  
TREASURY

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

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

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

100002228981--2  
-07/02/97--01054--003  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

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

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

A95-927

Name Availability	927-1
Document Examiner	92
Updater	92
Updater Verifier	92
Acknowledgement	92
W. P. Verifier	92

Examiner's Initials

**CORRECTED FIRST AMENDMENT TO  
LIMITED PARTNERSHIP AGREEMENT, AFFIDAVIT  
AND CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
BORDA DIMARCO OF NPR, LTD.**

Pursuant to the Florida Revised Uniform Limited Partnership Act (1985) and Section 620.109, Florida Statutes, the undersigned constitutes the General Partners of BORDA DIMARCO OF NPR, LTD., a Florida Limited Partnership, whose Certificate of Limited Partnership was filed with the Florida Department of State on June 21, 1995, by and among the following parties:

1. BORDA, INC., a Florida Corporation
2. DIMARCO, INC., a Florida Corporation
3. JOSEPH BORDA - Limited Partner
4. JOHN DIMARCO - Limited Partner

and the General Partners hereby amend the Certificate of Limited Partnership of BORDA DIMARCO OF NPR, LTD. as follows:

1. This corrected amendment is filed to reflect that DIMARCO, INC. has withdrawn as a general partner pursuant to Section 620.142, Florida Statutes, and that pursuant to Section 620.124(10), Florida statutes, that DIMARCO, INC. ceased to be a general partner of this limited partnership upon the filing of a certificate of dissolution of DIMARCO, INC. on August 23, 1996, and that the limited partnership documents are hereby amended to permit the business of the limited partnership to be carried on by the remaining general partner and the partners agree to continue the business of the limited partnership, and to the appointment of one (1) or more general partners if needed.

The sole general partner is identified as:

BORDA, INC., a Florida Corporation

Except as otherwise modified all the terms and conditions of the Limited Partnership Agreement shall remain in full force and effect.

Executed this 1st day of July, 1997.

BORDA, INC.  
A Florida corporation

By: 

Joseph R. Borda, President

97 JUL -1 PM 4:30  
SECRET  
FILED

STATE OF NEW JERSEY  
COUNTY OF CAMDEN

BEFORE ME, the undersigned authority, personally appeared JOSEPH BORDA, as president of BORDA, INC., a Florida corporation, on behalf of the corporation which is a general partner of BORDA DIMARCO OF NPR, LTD., who did not take an oath, who is personally known to me and who acknowledged before me that he subscribed his name to this Corrected Certificate Of Amendment Of Limited Partnership of BORDA DIMARCO OF NPR, LTD. on the 1st day of July, 1997.

William J. Malloy  
Notary Public  
State of New Jersey

My Commission Expires:

**WILLIAM J. MALLOY**  
Notary Public of New Jersey  
My Commission Expires Jan. 29, 2001

Print or Stamp Name of Notary

FILED  
97 JUL -1 PM 4:30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA