

CAPITAL CONNECTION, INC.
 412 E. Virginia St., Suite 1, Richmond, VA 23219
 Mailing Address: P.O. Box 1000, Richmond, VA 23219
 Telephone: (804) 622-1122
 FAX: (804) 622-1122

Imperial Towers
Partners Ltd
1566

NAME _____
 FIRM _____
 ADDRESS _____

PHONE () _____

Service: Top Priority _____ Regular _____
 One Day Service Two Day Service

To us via _____ Return via _____

Matter No.: _____ Express Mail No. _____

State Fee \$ _____ Our \$ _____

G. IAA
 FILING \$2.50
 R. AGENT FEE \$35.00
 G. COPY \$2.50
 TOTAL \$40.00
 N. BANK
 BALANCE DUE
 REFUND

FILE
15

R 95-000030
by zane

REQUEST TAKEN COMPLETED APPROVED
 DATE _____
 TIME **12** _____ CK No. _____
 BY **MC** _____

WALK-IN
 WHEN Pick Up **10/17** **DOV**

Capital Express™
 Art. of Inc. Filing
 Corp. Record Search
 Ltd. Partnership Filing
 Foreign Corp. Filing
 () Cert. Copy(s)

Art. of Amend. Filing
 Withdrawal/Withdrawal
 Fictitious Name Filing

Name Reservation
 Annual Report/Reinstatement
 Reg. Agent Service
 Document Filing

Corporals KN
 Vehicle Search
 Missing Record
 Document Retrieval

UCC Filing Filing
 UCC Filing Search
 UCC Filing Retrieval
 Filing No. 3, Copies
 Counter Service
 Shipping/Handling
 Phone ()
 Top Priority
 Express Mail Prep.
 FAX () pgs.

SUBTOTALS

FEE.....
 DISBURSED.....
 BUNCHAGE.....
 TAX on corporate supplies.....
 SUBTOTAL.....
 PREPAID.....
 BALANCE DUE.....

C.C. VER. DINNINGS

95 OCT 17 PM 1:32

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

400001517064

-10/23/95-01024-016
******140.00****140.00**

95 OCT 11

Please remit invoice number with payment
 TERMS: NET 10 DAYS FROM INVOICE DATE
 1 1/2% per month on Past Due Amounts
 Past 30 Days, 18% per Annum.

THANK YOU
 from
 Your Capital Connection

CERTIFICATE OF LIMITED PARTNERSHIP
OF
IMPERIAL TOWERS PARTNERS, LTD..

Pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act, the undersigned, being the sole General Partner and Limited Partners of IMPERIAL TOWERS PARTNERS, LTD., do hereby execute this Certificate pursuant to Florida Statute 620.108 as follows:

1. The name of this limited partnership is IMPERIAL TOWERS PARTNERS, LTD.

2. The address of the office and the name and address of the agent for service of process required to be maintained by Fla. Stat. 620.105 is: 1201 South Orlando Avenue, Suite 360, Winter Park, Fl. 32789 and DAVID C. STRONG, 1201 South Orlando Avenue, Suite 360, Winter Park, Fl. 32789, respectively.

3. The name and the business address of each general partner is: STRONG PROPERTIES, INC., 1201 South Orlando Avenue, Suite 360, Winter Park, Fl. 32789.

4. A mailing address for the limited partnership is: c/o DAVID C. STRONG, P.O. Box 276, Winter Park, Fl. 32790.

5. The latest date upon which the limited partnership is to dissolve is: 1 September 2015.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 10th day of October 1995.

STRONG PROPERTIES, INC.

BY: _____

DAVID C. STRONG,
President

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
95 OCT 17 PM 1:32

**AFFIDAVIT FOR CERTIFICATE OF
LIMITED PARTNERSHIP OF IMPERIAL TOWERS PARTNERS, LTD..**

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME THIS DAY, the undersigned authority, pursuant Florida Statute 620.108, personally appeared DAVID C. STRONG as the President of STRONG PROPERTIES, INC., as General Partner for IMPERIAL TOWERS PARTNERS, LTD., who being first duly sworn, deposes and says:

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 OCT 17 PM 1:32

1. The initial total amount of capital contributions of the limited partners is cash as follows, to wit:

<u>Limited Partners</u>	<u>Amount</u>
David C. Strong	\$99.00

2. The initial total amount of capital contributions of the General Partner is cash as follows, to wit:

<u>General Partner</u>	<u>Amount</u>
Strong Properties, Inc.	\$1.00

3. The ^{total} anticipated amount of limited partner contributions is \$1,000.

FURTHER AFFIANT SAYETH NAUGHT

DAVID C. STRONG

Sworn to and subscribed
before me this 10th day
of OCT 1995 by
DAVID C. STRONG who is
personally known to me
and who did not take an
oath.

Notary Public



HOPE STRONG, III
MY COMMISSION # CC 222407 EXPIRES
September 6, 1996
CONDED THRU TFCY FARM INSURANCE, INC.

**DESIGNATION AND ACCEPTANCE OF REGISTER OFFICE AND AGENT
OF
IMPERIAL TOWERS PARTNERS, LTD..**

In compliance with Florida Statute 620.105, the following is submitted along with the initial Certificate of Limited Partnership of IMPERIAL TOWERS PARTNERS, LTD.:

IMPERIAL TOWERS PARTNERS, LTD., having its principal office at 1201 South Orlando Avenue, Suite 360, Winter Park, Fl. 32789, has designated DAVID C. STRONG as its registered agent whose registered office is 1201 South Orlando Avenue, Suite 360, Winter Park, Fl. 32789.

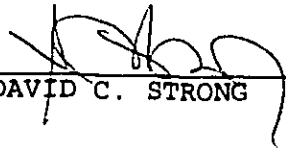
STRONG PROPERTIES, INC.

BY: 

DAVID C. STRONG,
President

ACCEPTANCE OF REGISTERED AGENT

Having been designated as registered agent to accept service of process at the registered office designated for the above named Limited Partnership, I hereby agree to comply with all the pertinent provisions of Florida Law with respect to the proper and complete performance of my duties imposed by Florida Statutes 620.105, 620.192 and other pertinent Florida Statutes.


DAVID C. STRONG

95 OCT 17 PM 1:32

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

FILE ON OR BEFORE DECEMBER 31, 1996 OR PARTNERSHIP
WILL BE SUBJECT TO REVOCATION AND \$600 PENALTY FEE

LIMITED PARTNERSHIP
ANNUAL REPORT
1996



FLORIDA DEPARTMENT OF STATE
Sandra Morham
Secretary of State
DIVISION OF CORPORATIONS

FILED
95 DEC 26 PM 4:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE

1. Name of Limited Partnership

1a. DOCUMENT #
A95000001566

Imperial Towers Partners, Ltd.

2. New Mailing Address, if Applicable

State, Apt. #, etc.

City, State & Zip

2a. New Principal Office (If different from 2)

State, Apt. #, etc.

City, State & Zip

Mailing Address

Principal Office Address

1201 S. Orlando Avenue
Suite 360
Winter Park, FL 32789

Same

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

3. Date Formed or Registered to Do Business in
FLORIDA
10-17-95

3a. Date of Last Report
N/A

4. State or Country of Formation
Florida

5a. Capital Contributions as Shown
on Record
100

5b. Amount of Capital Contributions in
FLORIDA to date
100

6. FEI Number
59-3338886

Applied For
Not Applicable

7. CERTIFICATE OF STATUS REQUIRED ☐

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 607.193, 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

David C. Strong
1201 S. Orlando Avenue
Suite 360
Winter Park, FL 32789

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 620.192, 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
MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.**

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

Strong Properties, Inc.

1201 S. Orlando Ave. Winter Park, FL
Suite 360 32789

590345

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)(k), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(k) 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

DATE 12-15-95

Typed or Printed Name of General Partner Signing Form

David C. Strong, President

Telephone Number 407-629-1800

CR2E003 (6/95)

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(904) 224-8870 • 1-800-342-8062 • Fax (904) 222-1222

A95000001566

Imperial Towers

Partners, Ltd. Della

AUTHORIZATION BY PHONE TO

CORRECT date of filing + add. of new

DATE 8/5/97

ECC EXAM. hit

1201 S. Orlando Ave., #360

Wtr. Pk., FL

32nd

Full Second
Amend (900 only)
need

Name Availability	N/A
Document Examiner	hit
Updater	hit
Updater Verifier	hit
Acknowledgement	hit
W. P. Verifier	hit

Signature

Requested by:

CBB 8.5 1057

Name

Date

Time

Walk-In

Will Pick Up

GAVE

Art of Inc. File

LTD Partnership File

Foreign Corp. File

L.C. File 500002259585 --- 9

Fictitious Name File ****113.75 ****113.75

Name Reservation

Merger File

Art. of Amend. File Ltd

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

97 AUG -5 PM 3:31

FILED

97 AUG -5 PM 2:04

RECEIVED

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP
OF
IMPERIAL TOWERS PARTNERS, LTD.**

SECRETARY OF STATE
TALLAHASSEE FLORIDA

97 AUG -5 PM 3:31

FILED

In compliance with Section 620.109, Florida Statutes, the following is submitted:

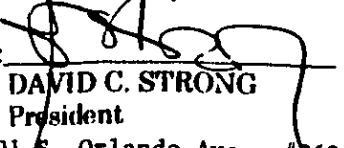
1. That on the 4th day of AUG 1997, STRONG PROPERTIES, INC., a Florida Corporation withdrew as the sole General Partner of IMPERIAL TOWERS PARTNERS, LTD.
2. That on the 4th day of AUG 1997, STRONG/IMPERIAL, INC., a Florida Corporation was admitted as the new sole General Partner of IMPERIAL TOWERS PARTNERS, LTD.
3. Dated this 4th day of AUG 1997.
4. This limited partnership's original certificate of limited partnership was filed with the Florida Department of State on October 17, 1995.

IMPERIAL TOWERS PARTNERS,
LTD.
a Florida Limited Partnership

By: STRONG PROPERTIES, INC.,
a Florida Corporation

By: 
DAVID C. STRONG
President

By: STRONG/IMPERIAL, INC.,
a Florida Corporation

By: 
DAVID C. STRONG
President

1201 S. Orlando Ave., #160
Winter Park, FL 32789

A95000001566

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(904) 224-8870 • 1-800-342-8062 • Fax (904) 222-1222

Imperial Towers Partners,
Ltd.

G. IAA _____
FILING _____ 52.50
R. AGENT FEE _____
C. COPY _____ 52.52
TOTAL _____ 105.02
N. BANK _____
BALANCE DUE _____
OFFICE _____

BK
8/29/97

Signature _____

Requested by: CBB

Name _____

Date 8.29

Time 1020

Walk-In _____

Will Pick Up _____

FILED
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATION
97 AUG 29 AM 11:43

600002284176
-09/03/97--01081--001
****105.00 ****105.00

Art of Inc. File _____
LTD Partnership File _____
Foreign Corp. File _____
L.C. File _____
Fictitious Name File _____
Name Reservation _____
Merger File _____
☒ Art. of Amend. File _____
RA Resignation _____
Dissolution / Withdrawal _____
Annual Report / Reinstatement _____
☒ Cert. Copy _____
Photo Copy _____
Certificate of Good Standing _____
Certificate of Status _____
Certificate of Fictitious Name _____
Corp Record Search _____
Officer Search _____
Fictitious Search _____
Fictitious Owner Search _____
Vehicle Search _____
Driving Record _____
UCC 1 or 3 File _____
UCC 11 Search _____
UCC 11 Retrieval _____
Courier _____

RECEIVED
97 AUG 29 AM 11:06
DIVISION OF CORPORATION

**AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP
OF
IMPERIAL TOWERS PARTNERS, LTD.**

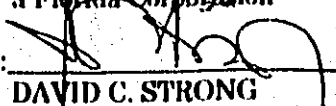
FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 AUG 29 AM 11:43

In compliance with Section 620.109, Florida Statutes, the following is submitted:

1. The name of the limited Partnership is **IMPERIAL TOWERS PARTNERS, LTD.** whose address is 1201 South Orlando Avenue, Suite 360, Winter Park, FL 32789.
2. The date of filing the certificate of limited partnership is 17 October 1995.
3. That on the 26th day of August 1997, **IMPERIAL TOWERS PARTNERS, LTD.** amended its **PARTNERSHIP AGREEMENT** as set forth in attached Exhibit "A".
4. Dated this 26th day of August 1997.

**IMPERIAL TOWERS PARTNERS,
LTD.**
a Florida Limited Partnership

By: **STRONG/IMPERIAL, INC.,**
a Florida Corporation

By: 
DAVID C. STRONG
President

ARTICLES OF AMENDMENT
OF
IMPERIAL TOWERS PARTNERS, LTD.

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DIVISION OF CORPORATIONS
97 AUG 29 AM 11:43

1. PURPOSE. The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project known as IMPERIAL TOWERS APARTMENTS, located in Titusville, Brevard County, Florida (the 'Property') and such activities as are necessary, incidental or appropriate in connection therewith.

2. POWERS AND DUTIES. Notwithstanding any other provision of the Agreement and so long as any obligation secured by the Mortgage (as defined below) remains outstanding and not discharged in full, without the consent of all Partners, the General Partner shall have no authority to:

- (i) borrow money or incur indebtedness on behalf of the Partnership other than normal trade accounts payable and lease obligations in the normal course of business, or grant consensual liens on the Partnership's property; except, however, that the General Partner is hereby authorized to secure financing for the Partnership pursuant to the terms of the Loan Agreement dated July 17, 1997 with AMRESKO Capital, L.P. (the 'Mortgage') and other indebtedness expressly permitted therein or in the documents related to the Mortgage, and to grant a mortgage, lien or liens on the Partnership's Property to secure such Mortgage;
- (ii) dissolve or liquidate the Partnership;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Partnership;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Partnership, or file a petition seeking or consenting to reorganization or relief of the Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Partnership or of all or any substantial part of the properties and assets of the Partnership, or make any general assignments for the benefit of creditors of the Partnership,

Exhibit A

or admit in writing the inability of the Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Partnership debt or take any action in furtherance of any action;

- (v) amend, modify or alter [Sections 1, 2, 3, 4 or 5] of this Amendment;
- (vi) merge or consolidate with any other entity.

So long as any obligations secured by the Mortgage remain outstanding and not discharged in full, the General Partner shall have no authority (1) to take any action in items (i) through (vi) above unless such action has been approved by a unanimous vote of the General Partner's Board of Directors, or (2) to take any action in items (i) through (iii) and (v) and (vi) without the written consent of the holder of the Mortgage.

So long as any obligation secured by the Mortgage remains outstanding and not discharged in full, the Partnership shall have a corporate general partner which owns at least a 1% interest in the Partnership and has articles of incorporation containing the restrictions and terms set forth in Articles [One, Two and Three] [See Form No. 4B] of the General Partner's Articles of Incorporation as of the date hereof, and the Partnership shall have no other general partners.

3. Title to Partnership Property. All property owned by the Partnership shall be owned by the Partnership as an entity and, insofar as permitted by applicable law, no Partner shall have any ownership interest in any Partnership property in its individual name or right, and each Partner's Partnerships Interest shall be personal property for all purposes.

4. Separateness/Operations Matters. The Partnership shall:

- (a) maintain books and records and bank accounts separate from those of any other person;
- (b) maintain its bank accounts and all its other assets separate from those of any other person or entity;
- (c) hold regular Partnership meetings, as appropriate, to conduct the business of the Partnership, and observe all other Partnership formalities;
- (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (e) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;

FILED STATE
CLERK OF COURTS
JAN 11 1992
DIVISION OF CORPORATIONS

- (f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
- (g) transact all business with affiliates on an arm's-length basis and to enter into transactions with affiliates on a commercially reasonable basis;
- (h) conduct business in its own name, and use separate stationery, invoices and checks;
- (i) not commingle its assets or funds with those of any other person;
- (j) not assume, guarantee or pay the debts or obligations of any other person;
- (k) to pay its own liabilities and expenses only out of its own funds;
- (l) to pay salaries of its own employees from its own funds;
- (m) to maintain sufficient number of employees in light of its contemplated business operations;
- (n) not to hold out its credit as being available to satisfy the obligations of any other person or entity;
- (o) not to acquire the obligations or securities of its affiliates or owners, including partners, members or shareholders, as appropriate;
- (p) not to make loans to any other person or entity or to buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment grade securities);
- (q) not to pledge its assets for the benefit of any other person or entity other than the holder of the Mortgage;
- (r) to correct any known misunderstanding regarding its separate identity;
- (s) not to identify itself as a division of any other person or entity; and
- (t) to maintain adequate capital in light of its contemplated business operations.

5. Effect of Bankruptcy, Death or Incompetency of a Limited Partner. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Limited Partner shall not cause the termination or dissolution of the Partnership and the business of the Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such Limited Partner shall have all the rights of such Limited Partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as

a substitute Limited Partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Partnership Interest shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Limited Partner.

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97 AUG 29 AM 11:43