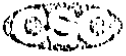


1201 HAYS STREET  
TALLAHASSEE, FL 32304 2607

800-342-8086

001 322 0121  
001 322 0121 FAX

# A96000000928



netvocal

ACCOUNT NO. : 072100000032

REFERENCE : 957713 11381A

AUTHORIZATION :

COST LIMIT : \$ PREPAID

95 MAY 20 PM 3:45  
SECRETARY'S OFFICE  
FILING

ORDER DATE : May 17, 1996

ORDER TIME : 1:14 PM

ORDER NO. : 957713

CUSTOMER NO: 11381A

CUSTOMER: Alys Nagler Daniels, Esq  
GARY DYTRYCH & RYAN

Suite 402  
701 U.S. Highway 1  
North Palm Beach, FL 33408

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15 15 15 15 15 15 15 15  
\*\*\*\*\* 00.00 \*\*\*\*\* 00.00

C. TAX \_\_\_\_\_  
FILING 52.50  
R. AGENT FEE 31.00  
C. COPY \_\_\_\_\_  
TOTAL 83.50  
N. BANK \_\_\_\_\_  
BALANCE DUE \_\_\_\_\_  
REFUND \_\_\_\_\_

DOMESTIC FILING

NAME: JOHN C. BILLS ENTERPRISES,  
LTD.

EFFECTIVE DATE:

ARTICLES OF INCORPORATION  
XX CERTIFICATE OF LIMITED PARTNERSHIP

5/20/96  
JCF

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY  
XX PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Clint Fuhrman

EXAMINER'S INITIALS: \_\_\_\_\_

95 MAY 20 PM 3:45  
SECRETARY'S OFFICE  
FILING

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
JOHN C. BILLS ENTERPRISES, LTD.

RECEIVED  
MAY 20 PM 3:45  
SECRETARY OF STATE

We, the undersigned partners, desiring to form a limited partnership pursuant to the laws of the state of Florida certify as follows:

1. **Name of Limited Partnership.** The name of the Limited Partnership is JOHN C. BILLS ENTERPRISES, LTD.

2. **Office for maintenance of Business Records.** The address of the office at which the records of the Limited Partnership will be kept, as required by Section 620.106 of the Florida Statutes is: 3910 RCA Blvd., Ste. 1011, Palm Beach Gardens, FL 33410.

3. **Agent for Service of Process.** The name and address of the Partnership's agent for service of process in Florida is: John W. Gary, III, 701 U.S. Hwy. One, Ste. 402, North Palm Beach, FL 33408.

4. **General Partners.** The name and business address of each General Partner in the Limited Partnership are as follows:

<u>Name</u>	<u>Address</u>
John C. Bills Enterprises, Inc., a Florida corporation	3910 RCA Blvd., Ste. 1011 Palm Beach Gardens, FL 33410

5. **Address of Partnership.** The mailing address of the Limited Partnership is: 3910 RCA Blvd., Ste. 1011, Palm Beach Gardens, FL 33410.

6. **Date of Dissolution.** The latest date on which the Limited Partnership is to dissolve is: May 16, 2021.

7. **Effective Date.** This Certificate of Amendment will take effect, and the facts stated in it will be true, on the date it is filed with the Secretary of State, State of Florida.

Dated: May 16, 1996

GENERAL PARTNER  
John C. Bills Enterprises, Inc.,  
a Florida corporation

BY: [Signature]  
John C. Bills, Pres.

STATE OF FLORIDA     ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this 16  
day of May, 1996, by John C. Bills, President of John C.  
Bills Enterprises, Inc., a Florida corporation, who is personally  
known to me or who has produced \_\_\_\_\_  
as identification.

*Miriam V. Samuels*

Printed Name:  
Notary Public, State of Florida  
Serial Number: 0084872

(NOTARY SEAL)



95 MAY 20 PM 3:45  
DIVISION  
SECRET  
FIVE - 1000

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

The undersigned, who are all the General Partners of JOHN C. BILLS ENTERPRISES, LTD., declare that the capital contributions of all the Limited Partners in the Partnership are as follows:

1. The limited partners have made capital contributions in the following amounts:

<u>Name of Limited Partner</u>	<u>Amount of Contribution</u>
Thomas D. McCloskey, Jr., and Bonnie P. McCloskey, as Trustees of the Thomas D. McCloskey, Jr. and Bonnie T. McCloskey Revocable Trust of 1994	\$1,000.00
John C. Bills and Virginia K. Bills, as tenants by the entirety with right of survivorship	\$1,000.00

RECEIVED  
95 MAY 20 PM 5:45

2. It is anticipated that the Limited Partners listed below will make capital contributions in the future in the following amounts:

<u>Name of Limited Partner</u>	<u>Amount of Contribution</u>
Thomas D. McCloskey, Jr., and Bonnie P. McCloskey, as Trustees of the Thomas D. McCloskey, Jr. and Bonnie T. McCloskey Revocable Trust of 1994	\$1,000.00
John C. Bills and Virginia K. Bills, as tenants by the entirety with right of survivorship	\$1,000.00

3. Under the penalties of perjury, the undersigned declares that the undersigned has read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

Dated: May 16, 1996

GENERAL PARTNER  
John C. Bills Enterprises, Inc.,  
a Florida corporation.

BY: [Signature]  
John C. Bills, Pres.

May 16, 1996 9:15AM

No. 2292 P. 5/5

STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this 16 day of May, 1996, by John C. Bills, President of John C. Bills Enterprises, Inc., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

*Miriam V. Samuels*  
Printed Name:  
Notary Public, State of Florida  
Serial Number: 20548728

(NOTARY SEAL)



95 MAY 20 PM 3:15  
SECRETARY  
FIDELITY & SECURITY

95 MAY 20 PM 5:54  
REGISTERED/RESIDENT AGENTS  
FILED STATES

ACCEPTANCE OF REGISTERED/RESIDENT AGENT

Having been designated to accept service of process for the above stated limited partnership, at the place set forth hereinabove, I hereby accept such designation and agree to act in such capacity and hereby state that I am familiar with and accept the duties and responsibilities as registered agent for this limited partnership and agree to comply with the provisions of ~~Section 620.192~~ of the Florida Statutes.

~~John W. Gary, III, Registered Agent~~

Dated: 5/16/96

STATE OF FLORIDA  
COUNTY OF Palm Beach

BEFORE ME, the undersigned officer duly authorized to take acknowledgments, this day, personally appeared John W. Gary, III, to me personally known or ~~who provided~~ as identification and who executed the foregoing, and he acknowledged before me that he executed the same for the purposes herein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 16 day of May, 1996.

Alys Nagler Daniels  
Notary Public  
My Commission Expires:  
Commission No.

NOTARY PUBLIC  
STATE OF FLORIDA  
ALYS NAGLER DANIELS  
COMMISSION # CC 440851  
FEB 21, 1999  
BONDED THRU  
ALLIANTIC BONDING CO., INC.



THE UNITED STATES CORPORATION COMPANY

# A9600000928

ACCOUNT NO. : 072100000032

REFERENCE : 238924 11381A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : January 28, 1997

ORDER TIME : 10:45 AM

ORDER NO. : 238924-010

CUSTOMER NO: 11381A

CUSTOMER: Alys Nagler Daniels, Esq  
Gary Dytrych & Ryan  
Suite 402  
701 U.S. Highway 1  
North Palm Beach, FL 33408

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 JAN 28 PM 1:58

### DOMESTIC AMENDMENT FILING

NAME: JOHN C. BILLS ENTERPRISES, LTD.

800002074768--1  
-01/31/97--01037--023  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

EFFECTIVE DATE: 01-13-97

ARTICLES OF AMENDMENT  
 RESTATED ARTICLES OF INCORPORATION

G. TAX \_\_\_\_\_  
FILING 52.50  
R. AGENT FEE \_\_\_\_\_  
C. COPY \_\_\_\_\_  
TOTAL 52.50  
N. BANK \_\_\_\_\_  
BALANCE DUE \_\_\_\_\_  
FEE/IND \_\_\_\_\_

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY  
 PLAIN STAMPED COPY  
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susana Romagosa

EXAMINER'S INITIALS: hrs

1/28/97

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 JAN 28 PM 1:58

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
JOHN C. BILLS ENTERPRISES, LTD.

I, the undersigned general partner, hereby amend the Certificate of Limited Partnership of JOHN C. BILLS ENTERPRISES, LTD., filed May 20, 1996, in the office of the Secretary of State, State of Florida, for the following reasons and in the following manner:

On 1/13/97, Thomas D. McCloskey, Jr., and Bonnie P. McCloskey, as Trustees of the Thomas D. McCloskey, Jr. and Bonnie P. McCloskey Revocable Trust of 1994, assigned all of their limited partnership interest in the Partnership to William R. Jordan, III, as Trustee of the McCloskey 1996 GST-2 Trust in accordance with the provisions for assignment of a limited partner's interest in the Partnership Agreement. Therefore, the Affidavit of Capital Contributions attached to the Certificate of Limited Partnership is amended to replace Thomas D. McCloskey, Jr. and Bonnie P. McCloskey Revocable Trust of 1994 as a Limited Partner with William R. Jordan, III, as Trustee of the McCloskey 1996 GST-2 Trust.

**Effective Date.** This Certificate of Amendment will take effect, and the facts stated in it will be true, on the date it is filed with the Secretary of State, State of Florida.

Dated: 1-13-97

GENERAL PARTNER:  
John C. Bills Enterprises, Inc.,  
a Florida corporation

BY: [Signature]  
John C. Bills, Pres.

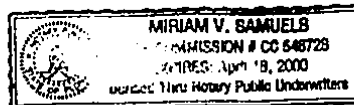
and2926.ptn

STATE OF FLORIDA ]  
COUNTY OF PALM BEACH ]

The foregoing instrument was acknowledged before me this 13 day of JAN., 1997, by John C. Bills, President of John C. Bills Enterprises, Inc., a Florida corporation, who is personally known to me or ~~who has produced~~ \_\_\_\_\_ as identification.

Miriam V. Samuels  
Printed Name:  
Notary Public, State of Florida  
Serial Number:

(NOTARY SEAL)







THE UNITED STATES CORPORATION COMPANY

A96000000928

ACCOUNT NO. : 072100000032

REFERENCE : 453523 11381A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : July 7, 1997

ORDER TIME : 2:40 PM

ORDER NO. : 453523-005

CUSTOMER NO: 11381A

CUSTOMER: Alys Nagler Daniels, Esq  
Gary Dytrych & Ryan  
Suite 402  
701 U.S. Highway 1  
North Palm Beac, FL 33408

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 JUL -7 PM 4:08

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-07/09/97--01060--015  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

DOMESTIC AMENDMENT FILING

NAME: JOHN C. BILLS ENTERPRISES, LTD.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

G. TAX FILING 52.50  
R. AGENT FEE         
C. COPY         
TOTAL 52.50  
V. BANK         
BALANCE DUE         
OFFUND       

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Warren Whittaker

EXAMINER'S INITIALS:

7/7/97  
97 JUL -7 PM 3:26  
DIVISION OF CORPORATIONS

The original Certificate of Limited Partnership was filed on May 20, 1996, with the Florida Secretary of State.

AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP  
OF  
JOHN C. BILLS ENTERPRISES, LTD.

FILED STATE  
SECRETARY OF  
CORPORATIONS  
97 JUL -7 PM 4:08  
JOHN C. BILLS ENTERPRISES, LTD.

We, the undersigned partners, hereby amend the Agreement of Limited Partnership of JOHN C. BILLS ENTERPRISES, LTD., dated May 16, 1996, to add the following provisions:

1. **Purpose.** The Partnership's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate located in Palm Beach Gardens, Florida being more particularly described in EXHIBIT "A" attached hereto and incorporated herein by reference (the "Property") and such activities as are necessary, incidental or appropriate in connection therewith.

2. **Powers and Duties.** Notwithstanding any other provision of this 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 Fixed Rate Note, with Banc One Commercial Loan Origination Corporation (the "Note") and other indebtedness expressly permitted therein or in the documents executed in connection with or as security for the Note, and to grant a mortgage, lien or liens on the Partnership's Property, including that certain mortgage of even date with the Note to secure the Note;
- (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 assignment for the benefit of creditors of the Partnership, 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 Agreement;

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SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
97 JUN - 11 PM 4: 08

(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 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 having articles of incorporation containing the restrictions and terms set forth in Articles One, Fourteen and Fifteen 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 Partnership 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 assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (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;
- (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 pursuant to enforceable agreements;
- (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; and
- (j) not assume, guarantee or pay the debts or obligations of any other person.

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.

**Conflicts.** In the event of any conflict between this Amendment and the Partnership Agreement this Amendment shall control. Except as specifically modified herein, the Partnership Agreement is in full force and effect.

**Counterparts.** This Amendment may be signed in counterpart.

In Witness Whereof, the undersigned being all of the partners of John C. Bills Enterprises, Ltd. have duly executed this Amendment as of the 26<sup>th</sup> day of June, 1997.

Witnesses:

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

John C. Bills Enterprises, Ltd., a Florida partnership  
BY: [Handwritten Signature] John C. Bills, Inc., a Florida corporation, as general partner

BY: [Handwritten Signature]  
John C. Bills, President

BY: [Handwritten Signature]  
John C. Bills, as Limited Partner

BY: [Handwritten Signature]  
Virginia K. Bills, as Limited Partner

BY: \_\_\_\_\_  
William R. Jordan, III, as Trustee of the McCloskey 1996 GST-2 Trust, as Limited Partner

97 JUN 1 11 08  
SECRETARY OF STATE  
VISION OF CORPORATIONS  
FILED STATE

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DIVISION OF REVENUE  
SECRETARY OF STATE  
CORPORATIONS  
JUN 27 1997 4:08

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.

**Conflicts.** In the event of any conflict between this Amendment and the Partnership Agreement this Amendment shall control. Except as specifically modified herein, the Partnership Agreement is in full force and effect.

**Counterparts.** This Amendment may be signed in counterpart.

In Witness Whereof, the undersigned being all of the partners of John C. Bills Enterprises, Ltd. have duly executed this Amendment as of the 30 day of June, 1997.

Witnesses:

John C. Bills Enterprises, Ltd., a Florida partnership  
BY: John C. Bills Enterprises, Inc., a Florida corporation, as general partner

BY: \_\_\_\_\_  
John C. Bills, President

BY: \_\_\_\_\_  
John C. Bills, as Limited Partner

BY: \_\_\_\_\_  
Virginia K. Bills, as Limited Partner

BY: William R. Jordan, III  
William R. Jordan, III, as Trustee of the McCloskey 1996 GST-2 Trust, as Limited Partner

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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97 JUL -7

EXHIBIT A

Legal Description

**Parcel 1:** Lot 8 of South Park Center, according to the Plat thereof, recorded in Plat Book 67, Page 87, of the Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm Beach County, Florida.

**Parcel 2:** Lots 1 and 2 of Northcorp Center, according to the Plat thereof, recorded in Plat Book 67, Page 93, of the Public Records of Palm Beach County, Florida; said lands situate, lying and being in Palm beach County, Florida.

Tax Assessor's Nos. PCN     -     52-42-42-12-18-000-0080 - Parcel 1  
                                      -     52-42-42-12-19-000-0010 - Parcel 2 - Lot 1  
                                      -     52-42-42-12-19-000-0020 - Parcel 2 - Lot 2