

LAW OFFICES OF
THOMAS J. THOMAS, P.A.

Thomas J. Thomas
Board Certified Attorney
In the Areas of Wills, Trusts,
Estates and Taxation

14155 U.S. Highway One
Suite 301
Loggerhead Plaza
Juno Beach, Florida 33408
Telephone: (561) 775-9155
Fax: (561) 775-0270

March 18, 1998

Corporate Records Bureau
Division of Corporations
Department of State
409 East Gaines Street
Tallahassee, Florida 32399

000002463260--6
-03/20/98-01048-001
****140.00 ****140.00

Re: Kelley Family Investment Partnership, Ltd.

Dear Sir or Madam:

Please find enclosed the Certificate of Limited Partnership
for the above-named entity, along with a check to cover the
following expenses:

Filing Fee	\$52.50
Registered Agent Fee	35.00
Certified Copy	<u>52.50</u>
Total	<u>\$140.00</u>

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Please mail the certified copy to the above Juno Beach
address. Thank you for your attention to this matter.

Yours truly,

Thomas J. Thomas

Thomas J. Thomas

TJT/jms

Enclosures

E:\KELLEY\CORPFIL.LTR

A98-738

Name	2320
Availability	
Document Examiner	
Updater	
Updater Verifier	
Acknowledgement	
W. P. Verifier	

CERTIFICATE OF LIMITED PARTNERSHIP

Pursuant to Florida Statutes §620.108, the Undersigned Partners hereby make, acknowledge, and file this Certificate of Limited Partnership for Kelley Family Investment Partnership, Ltd. hereinafter referred to as the Partnership.

1. The name of the Partnership is Kelley Family Investment Partnership, Ltd.

2. The mailing address of the Partnership shall be located at 910 Harbor Lake Court, Safety Harbor, Florida 34695, or at such other place or places as the General Partner may, from time to time, determine.

3. The agent for service of process for this limited partnership shall be Robert P. Kelley, whose office address and address for service of process is 910 Harbor Lake Court, Safety Harbor, Florida 34695.

4. The name of and business address of each General Partner is as follows:

Kelley Investments, Inc.
910 Harbor Lake Court
Safety Harbor, Florida 34695

898-26229

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An affidavit regarding the respective capital contributions of the Limited Partnership is attached as Exhibit "A".

5. The Partnership and the limitation of the liability of the Limited Partners shall commence when filed and continue until December 31, 2023, unless sooner terminated in accordance with the Agreement of Limited Partnership.

6. The initial purpose of the Partnership shall be to own, hold, build upon, maintain, sell, lease, exchange or otherwise conduct business with respect to real property and tangible or intangible personal property located either within the State of Florida or outside the State of Florida, and to purchase, sell, own, acquire an interest of any kind and description, in any real or personal property located within or without the State of Florida; dispose of, mortgage, refinance or otherwise encumber all or any part of the aforescribed property; and to conduct such other activities as may be necessary or incidental to the foregoing, all on the terms and conditions herein set forth; or otherwise conduct business with respect thereto and to do all things reasonably incident thereto. Without limiting the foregoing, the Partnership may acquire the ownership or other interest in the stock of corporations, general or limited partnership interests or other business entity interests, may do

any act or accomplish any business or investment purpose as determined by the General Partners, without any limitation or restriction whatsoever, and may alter or amend the purpose of the Partnership consistent with the provisions of the Florida Revised Uniform Limited Partnership Act (1986).

7. The Limited Partners have no responsibility or liability for additional contributions to the capital of the Partnership.

8. The contribution of each Partner is to be returned upon termination of the Partnership or in accordance with the Agreement of Limited Partnership.

9. Net profits and losses of the Partnership for any year shall be allocated to Partners in accordance with the Agreement of Limited Partnership.

10. The Limited Partner can substitute an assignee as a Limited Partner in his place only in accordance with the Agreement of Limited Partnership.

11. No right is given to any Partner to admit additional Limited Partners except with the consent of the General Partner in accordance with the Partnership Agreement.

12. The Limited Partners have a priority upon dissolution of the Partnership, liquidation of Partnership assets and application of any resultant funds in accordance with the Agreement of Limited Partnership.

13. A General Partner may substitute an entity in his or her place as General Partner or add another person or persons as an additional General Partner only upon obtaining the written consent of the General Partner. Notwithstanding the other provisions of this section a General Partner shall be prohibited from transferring his or her interests if such transfer would in any way jeopardize the limited liability of the Limited Partners or the tax status of the Partnership as a partnership.

The death, adjudication of bankruptcy, incompetency or insolvency of any of the General Partner (other than the last remaining or surviving General Partner) shall not dissolve the Partnership.

In the event of the withdrawal of an individual, dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency of an entity, the Partnership shall not dissolve, but shall continue with any remaining General Partner succeeding to the rights and obligations of the General Partner as aforesaid. In the event of the withdrawal, death, dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency or incompetency of the last remaining General Partner, the Limited

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Partners may, by vote of a majority of the Limited Partners, within ninety (90) days after written notice of such event, elect to continue the business of the Partnership and designate a new General Partner(s) who shall consent to and accept such designation as of the date of such event. The election of such new General Partner(s) shall not be deemed a termination of the Partnership. The new General Partner(s) shall forthwith execute and record an amendment to the Certificate of Partnership to evidence the election as required by the appropriate governing law.

If by reason of transfer, succession or otherwise, there shall be at any time more than two general partner acting as such hereunder at the same time, then a majority vote shall be required of such General Partner for Partnership matters both in the ordinary course of business. If two or less general partners are acting as such at the same time, unanimity of vote is required. Disputes shall be settled by arbitration in accordance to with the Partnership Agreement, if unanimity cannot be reached under such circumstances.

14. No right is given the Limited Partner to demand or receive property other than cash in return for his contribution.

15. The General Partner shall render services as General Partner to the Partnership as described in this Article, but in return for such services shall receive no interest in the capital contributed by Limited Partners. Their compensation shall be limited to their share of the profits and gains as provided in the Partnership Agreement unless otherwise permitted by the Partnership Agreement.

In order to permit the General Partner to perform their functions and to carry out their responsibilities under this Agreement, the General Partner shall have the authority on behalf of the Partnership to conduct any and all Partnership business including, by way of illustration, and not of limitation, the authority to establish, maintain and draw upon checking and other accounts in the name of the Partnership in such bank or banks as the General Partner may from time to time select; negotiate, enter into and execute any and all contracts, or contracts for the operation and management of Partnership business necessary, desirable or convenient with respect to the Partnership, whether or not the term such contracts (including the renewal term, if any) shall extend beyond the date of the termination of the Partnership; execute any notification, statements, reports, returns and other filings that are necessary or desirable to be filed with any state or federal agency, commission or authority, including any state or federal securities commission; make any tax elections available to the Partnership pursuant to §1.754 and §1.743(b) of the Regulations under the Internal Revenue Code of 1986, as amended, or similar provisions of like tenor; execute, acknowledge and deliver any and all instruments which are necessary to effectuate any of the

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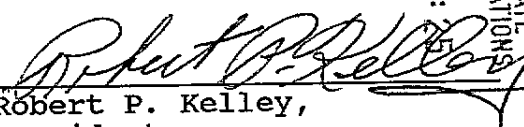
foregoing or otherwise desirable; sell, buy, exchange, dispose of, acquire, transfer, lease or otherwise alienate, or to convey title to and/or grant an option for the sale or purchase of all or any portion of the real or personal property of the Partnership, to the extent such is permitted by this Agreement including any mortgage or lease-hold or other interest; lease all or any portion of such real or personal property and without limit as to the term, whether or not such term (including renewal term, if any) shall extend beyond the termination of the Partnership, whether or not the property so leased is to be occupied by the lessee, or in turn, sublet in whole or in part to others; borrow money and, as security, to mortgage, including second mortgage, or pledge all or any part of the Partnership's assets obtain replacements for any such mortgage or mortgages, and to repay in whole or in part, to refinance, recast, increase, modify, consolidate, correlate or extend any mortgage(s) or liens affecting such Partnership assets, all the foregoing at such price, rental or amount and for cash, securities or other property and upon such terms as they seem proper; place on record the title of such assets in the name or names of a nominee or nominees for the purpose of financing or any other convenience or benefit of the Partnership; subordinate the equity in Partnership assets to obligations of others; employ accountants, attorneys and other persons, firms corporations or entities, on such terms and for such compensation as they shall determine; purchase other property within the Partnership; and enlarge the Partnership purpose. The General Partner may arrange for facsimile signatures for themselves in executing any writing on behalf of the Partnership. By way of illustration of the foregoing (and not of limitation) the General Partners shall possess all of the powers and rights of partners of a partnership without limited partners under the Uniform Partnership Law of the State of Florida. Such powers are granted to the General Partners to assist the General Partners in carrying out the specific purposes of the Partnership and for no other purposes and the exercise of such powers shall not require the approval of the Limited Partners.

IN WITNESS WHEREOF, the General Partner has hereunto set his hand and seal as of the 16th day of March, 1998.

GENERAL PARTNER:

KELLEY INVESTMENTS, INC.

By:


Robert P. Kelley,
President

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STATE OF FLORIDA
DEPARTMENT OF STATE

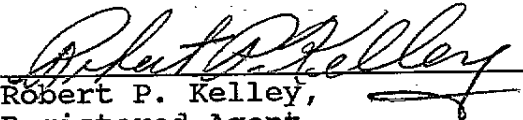
Certificate Designating Place of Business or Domicile for the Service of Process Within This State, Naming Agent Upon Whom Process May be Served.

The following is submitted, in compliance with Chapter 48.091, Florida Statutes:

Kelley Family Investment Partnership, Ltd., is a limited partnership organized under the laws of the State of Florida, with its principal office at 910 Harbor Lake Court, Safety Harbor, in the County of Pinellas, State of Florida 34695, has named Robert P. Kelley, of 910 Harbor Lake Court, Safety Harbor, in the County of Pinellas, State of Florida 34695, as its agent to accept service of process within this state.

ACCEPTANCE:

I agree as Resident Agent to accept Service of Process; to keep the office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service or process at the Florida designated address) in some conspicuous place in office as required by law.


Robert P. Kelley,
Registered Agent

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AFFIDAVIT DECLARING AMOUNT OF
CAPITAL CONTRIBUTIONS TO LIMITED PARTNERS
PURSUANT TO §620.108, FLORIDA STATUTES

STATE OF FLORIDA)
COUNTY OF Pinellas)

The undersigned, under oath, says:

The total agreed values of capital contributions of limited partners of Kelley Family Investment Partnership, Ltd. and the amount anticipated to be contributed to the limited partners thereto is as follows:

<u>Limited Partners:</u>	<u>Percentage</u>	<u>Agreed value of capital contribution</u>
Robert P. Kelley, as Trustee of the Robert P. Kelley Revocable Trust Agreement Dated <u>16th Day of Mar.</u> , 1998	49%	\$490.00
Anna R. Kelley, as Trustee of the Anna R. Kelley Revocable Trust Agreement Dated <u>16th Day of Mar.</u> , 1998	49%	\$490.00
	Total 98%	<u>\$980.00</u>

FURTHER AFFIANT SAYETH NAUGHT.

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Robert P. Kelley
Robert P. Kelley, President of
Kelley Investments, Inc.

SWORN TO and SUBSCRIBED BEFORE ME, by Robert P. Kelley, President of Kelley Investments, Inc., on behalf of the corporation, who is personally known to me OR who has produced as identification and who did take an oath, this 16th day of March, 1998.

NOTARY PUBLIC:

Thomas J. Thomas
Signature
THOMAS J. THOMAS
(Print Name)

My commission number, if any, is _____

