

A 9900000 1027

V-P Construction Ltd.
Requester's Name

7875 SW 40 St, Ste 223
Address

Miami, FL 33155
City/State/Zip

600002752946--4
-01/25/99--01041--001
*****52.50 *****52.50

Office Use Only

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

1. _____ (Corporation Name) (Document #)

2. _____ (Corporation Name) (Document #)

600002752946--4
-03/09/99--01046--004
*****35.00 *****35.00

3. _____ (Corporation Name) (Document #)

4. _____ (Corporation Name) (Document #)

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

FILED
99 JUN 16 PM 11:00
SECRETARY OF STATE
TALLAHASSEE FLORIDA

NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication

AMENDMENTS

- Amendment
- Resignation of R.A. Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

C: TAX _____
FILING: 35.00
R. AGENT FEE _____
C. BANK _____
N. BANK _____
DUE _____
REFUND _____

OTHER FILINGS

- Updater Annual Report
- Updater Verifier Fictitious Name
- Acknowledgement DCC
- W.P. Verifier DCC

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

655
① Mailing address
② Registered Agent 609
③ Appointed 640
④ 304

A 9900000 1027

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

February 1, 1999

V-P CONSTRUCTION LTD.
430 PERUGIA AVE.
CORAL GABLES, FL 33146

SUBJECT: V-P CONSTRUCTION LTD.
Ref. Number: W99000002457

We have received your document for V-P CONSTRUCTION LTD. and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 620.108, Florida Statutes, requires that limited partnership certificates include the mailing address in addition to the principal place of business address. Please correct your document accordingly. If the mailing address and principal place of business are one and the same, please be sure this is clearly reflected in your document.

The designation of the registered office and the registered agent, both at the same Florida street address, must be contained within the document pursuant to Florida Statutes. The registered agent must sign accepting the designation as required by Florida Statutes.

Pursuant to section 620.108, Florida Statutes, an affidavit declaring the amount of the capital contributions of the limited partners and the amount anticipated to be contributed by the limited partners must accompany the certificate of limited partnership. The affidavit must be signed by all general partners.

You failed to include the registered agent's designation fee of \$35.00.

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 (850) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 999A00004246



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 10, 1999

V-P CONSTRUCTION LTD.
430 PERUGIA AVE.
CORAL GABLES, FL 33146

SUBJECT: V-P CONSTRUCTION LTD.
Ref. Number: W99000002457

We have received your document for V-P CONSTRUCTION LTD. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The affidavit you submitted is for a limited liability company. You don't indicate in the Certificate the address for the general partner. I'm enclosing our application which you may want to use.

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 (850) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 099A00011211



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

March 25, 1999

V-P CONSTRUCTION LTD.
430 PERUGIA AVE.
CORAL GABLES, FL 33146

SUBJECT: V-P CONSTRUCTION LTD.
Ref. Number: W99000002457

We have received your document for V-P CONSTRUCTION LTD. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Your affidavit still isn't correct. I'm enclosing our affidavit please use it or change your affidavit to look like ours.

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 (850) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 599A00015082



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

May 5, 1999

V-P CONSTRUCTION LTD.
7875 SW 40 ST., SUITE 223
MIAMI, FL 33155

SUBJECT: V-P CONSTRUCTION LTD.
Ref. Number: W99000002457

We have received your document for V-P CONSTRUCTION LTD. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please accept my sincere apology for failing to mention that the general partner you had listed is not an active entity in our office. According to our records the name on our files is GBS DEVELOPMENT & MANAGEMENT CO. Please make the proper corrections.

Every corporation, limited partnership, general partnership, limited liability company or trust listed as a general partner of a limited partnership, general partnership, or registered limited liability partnership must have an active registration/filing on file with this office before this filing will be completed. We are enclosing the appropriate instructions and/or forms for your convenience.

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 (850) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 599A00024378

**CERTIFICATE OF FORMATION OF LIMITED
PARTNERSHIP OF
V-P CONSTRUCTION LTD.**

99 JUN 16 PM 12:00
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This certificate, made and entered into this 15 day of September, 1998, by and among GBS DEVELOPMENT & MANAGEMENT Co. (hereinafter referred to as the "GENERAL PARTNER") and VP BUILDERS, INC. (hereinafter referred to as "LIMITED PARTNER"), whose names are set forth on the signatory pages hereof all of whom together are hereinafter collectively sometimes referred to as "PARTNERS".

WITNESSETH:

Whereas, the Parties hereto desire to form a Limited Partnership, hereinafter referred to as the "PARTNERSHIP", under the laws of the State of Florida for the term and upon the conditions hereinafter set forth; Now, therefore, in consideration of the mutual covenants hereinafter contained, it is agreed by and among the parties hereto as follows:

ARTICLE I

BASIC STRUCTURE

1.1 Form

The Parties hereby form a Limited Partnership pursuant to the Laws of the State of Florida. The General Partner shall manage the business of the Partnership and the Limited Partners shall not participate in the management of the Partnership business.

1.2 Formation; Expense of Formation

The Partnership shall bear the expenses incident to its formation.

1.3 Name

The business of the Partnership shall be conducted under the name of V-P CONSTRUCTION, LTD.

1.4 Partners

The Partners and their principal addresses shall be:

General Partner	GBS Development & Management Co. c/o George Prendes Suite 223 7875 S.W. 40 St. Miami 33155
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PA7000049750

Limited Partner	VP Builders, Inc. P.O. Box 14-3292 Coral Gables 33114
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1.5 Place of Business of business of the Partnership and address of the General Partner

The mailing address, principal office and place of business of the Partnership shall be located at Suite 223, 7875 S.W. 40 St., Miami 33155, or such other place as the General Partner may from time to time designate.

1.6 Term of Partnership and Dissolution

The Partnership shall commence upon the issuance of charter by the Secretary of State of the State of Florida and shall continue until terminated in any of the following manners:

- (a) By the completion of the purpose intended,
- (b) Pursuant to this agreement,
- (c) Dissolution of the Partnership by operation of law,
- (d) By bankruptcy or dissolution of the General Partner, or
- (e) Dissolution at any time designated by the General Partner

1.7 Purpose

The purpose for which the Partnership is organized is to build, construct, operate, manage, improve, repair, rent, lease, own, acquire, sell, assign, mortgage, hypothecate, and otherwise deal in real property and its appurtenances and fixtures and to deal in direct interests, Partnership interests, Stockholder interests and Joint Venture interests which represent share in such property. And further, to transact all lawful business for which Partnerships may be organized under the Limited Partnership Act of Florida.

ARTICLE II

FINANCIAL ARRANGEMENTS

2.1 Capital Contribution of General Partner

The General Partner shall contribute \$1.00 to the original capital of the Partnership.

2.2 Initial Capital Contribution of Limited Partners

The capital contribution of Limited Partner shall be none.

Receipt of the capital contribution from each limited partner as specified above is acknowledged by the Partnership. No limited partner has agreed to contribute any additional cash or property as capital for use of the Partnership. Capital contributions to the Partnership shall not bear interest. An individual capital account shall be maintained for each Partner.

2.3 Additional Capital Contribution

The Limited Partners shall not be required to contribute additional capital to this Partnership other than as provided for in paragraph 2.2 hereinabove.

2.4 Percentage Share of Profits and Losses

(a) The Percentage Share of Profits and Losses of each Partner shall be (unless otherwise modified by the terms of this Agreement) as follows:

<u>Name</u>	<u>%</u>
GBS Development & Management Co.	100%
VP Builders, Inc.	0%

2.5 Interest

No interest shall be paid on any contribution to the capital of the Partnership

2.6 Return of Capital Contributions

No Partner shall have the right to demand the return of his capital contributions except as herein provided.

2.7 Rights of Priority

Except as herein provided, the individual partners shall have no right to any priority over each other as to the return of capital contribution except that Limited Partners shall have equal priority over the General Partner.

2.8 Distributions

Distributions to the Partners of net operating profits, as hereinafter defined, shall be made at such times as the General Partner shall reasonably agree. Such distributions shall be made simultaneously.

For the purpose of this Agreement, net operating profit for any accounting period shall mean the gross receipts of the Partnership for such period, less the sum of all cash expenses of operation of the Partnership, and any such sums as may be necessary to service the debt and establish a reserve for operating expenses.

2.9 Profits and Losses for Limited Partners

Limited Partners shall be entitled to receive a share of the annual net profits equivalent to their share in accordance with paragraph 2.4(a) hereinabove.

Limited Partners shall bear a share of the losses of the Partnership equal to the share of profits to which each limited partner is entitled. The share of losses of each limited partner shall be charged against the limited partner's capital contribution.

Limited partners shall at no time become liable for any obligations or losses of the partnership beyond the amounts of their respective capital contributions.

2.10 Profits and Losses for General Partner

After provisions have been made for the shares of profits of limited partners, all remaining profits of the Partnership shall be made to the General Partner. After giving effect to the share of losses chargeable against the capital contributions of limited partners, the remaining partnership losses shall be borne by the General Partner.

ARTICLE III

RIGHT TO ADMIT PARTNERS

3.1 Right to Admit Partners

There shall be no right to admit additional Partners, except by unanimous consent of all the Partners.

ARTICLE IV

POWER OF ATTORNEY

4.1 Power of Attorney

(a) Each Partner hereby irrevocably constitutes and appoints the General Partner as his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and/or file: (I) any certificate of Limited Partnership or other instrument which may be required to be executed or filed by the Partnership or which the General Partner shall deem it advisable to execute or file; (ii) any and all amendments or modifications to the instrument described herein; and (iii) all documents which may be required to effectuate the dissolution and termination of the Partnership. (b) Further, each Partner does hereby appoint the General partner as his true and lawful attorney, in his name, place and stead, to purchase, deal with the property and to manage the same including, without limitation, to sign, deliver or record all deeds, contracts of sale or other instruments conveying title to the property, either in the names of the Partners or in the name of the Partnership and the members thereof, to establish bank accounts for the Partnership and to deposit and withdraw funds therefrom, solely upon his signature, to demand, sue for, levy or recover all sums of money, debts, rents or other demands or claims of any nature whatsoever which are or shall be due the Partnership in such manner as the General Partner shall determine to be advisable.

ARTICLE V

RIGHT TO ASSIGN PARTNERSHIP INTEREST

5.1 Partner's Right of Assignment of Profits and Losses

~~Except~~ as herein provided, the Partnership interest shall not be assigned.

ARTICLE III

RIGHT TO ADMIT PARTNERS

3.1 Right to Admit Partners

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ARTICLE IV

POWER OF ATTORNEY

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ARTICLE V

RIGHT TO ASSIGN PARTNERSHIP INTEREST

5.1 Partner's Right of Assignment of Profits and Losses

Except as herein provided, the Partnership interest shall not be assigned.

ARTICLE VI

DISSOLUTION

6.1 Dissolution

In the event that the Partnership shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due the Partnership collected.

The proceeds thereof shall thereupon be applied in the following order:

- (a) Those creditors, in the order of priority as provided by law, except those to limited partners on account of their contributions, and to general partners,
- (b) Those to limited partners in respect to their share of the profits and other compensation by way of income on their contributions,
- (c) Those to limited partners in respect to the capital of their contributions,
- (d) Those to general partners other than for capital and profits,
- (e) Those to general partners in respect to profits,
- (f) Those to general partners in respect to capital.

6.2 Right to Demand Property

No Partner shall have the right to demand and receive property in kind for his distribution.

6.3 Termination of Interest of Limited Partner; Return of Capital Contribution

The interest of any limited partner may be terminated by (a) dissolution of the partnership for any reason as provided herein, (b) the agreement of all partners, or (c) the consent of the personal representative of a deceased partner and the partnership.

The partnership shall terminate two (2) years after the death of any partner, but in no event shall the partnership extend beyond December 31, 2000 and the business may be continued until that termination date. The partnership shall retain decedent partner's share of the partnership during its continuation of operations for operating capital, and the decedent partner's estate or legal representative shall have no claim against the partnership for that share during that period.

The decedent partner's estate or legal representative shall be entitled to the same participation in the profits of the business and shall bear the losses in the same proportion as the deceased partner would have been entitled to or obligated for if living. No part of the partnership capital shall be withdrawn by the legal representative of the deceased partner. The legal representative of the deceased partner shall be afforded all reasonable opportunity to inspect the books and business records of the partnership.

The decedent partners estate shall be paid in full for his share of the partnership assets within one (1) year after the termination of the partnership.

If the Surviving Partner(s) desire to purchase the interest of the deceased partner, instead of dissolving the partnership, then the purchase price to be paid by the surviving partners for a deceased partner's interest shall be determined by the Partnership's independent accountants, or as may be otherwise agreed to between the partnership and the decedent partner's legal representative.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 Book of Accounts

There shall be maintained during the continuance of this partnership an accurate set of books of accounts of all transactions, assets, and liabilities of the partnership. The books shall be balanced and closed at the end of each year, and at any other time on reasonable request of the General Partner. The books are to be kept at the principal place of business of the partnership and are to be opened for inspection by any partner at all reasonable times. The profits and losses of the partnership and its books of accounts shall be maintained on a fiscal year basis, terminating annually on December 31st unless otherwise determined by General Partner.

7.2 Partnership's Agent

Pursuant to the Partnership's day to day activity the General Partner shall have the power to employ investment counsel, brokers, accountants, attorneys, and any other agents to act in the Partnership's behalf, generally to do any act or thing and execute all instruments necessary, incidental or convenient to the proper administration of the Partnership property.

7.3 Modifications

No modifications of this Agreement shall be valid unless such modification is in writing and signed by the parties hereto.

7.4 Agreement Binding

This agreement shall be binding upon the parties hereto and upon their heirs, executors, administration or successors and the parties hereto agree for themselves and their heirs, executors, administrators, or successors to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this agreement.

7.5 Amendments

This agreement, except with respect to vested rights of partners, may be amended at any time by a majority vote as measured by the interest and sharing of profits and losses.

7.6 Titles and Subtitles

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Limited Partnership Agreement.

7.7 Words and Gender or Number

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

7.8 Banking

The Partnership shall maintain a bank account or bank accounts in the name of the General Partner with the subaccount name of the Partnership in a national or state bank in the State of Florida. However, the funds of the Partnership are not to be commingled with the funds of the General Partner or any other partnerships or corporations that the General Partner may be associated with. Checks and drafts shall be drawn on the Partnership's bank account for Partnership purposes only and shall be signed by the General Partner or its designated agent.

7.9 Severability

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

7.10 Effective Date

This Agreement shall be effective only upon the execution by all of the proposed Partners.

7.11 Waiver

No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

7.12 Applicable Law

This Agreement shall be subject to and governed by the laws of the State of Florida.

7.13 Arbitration

In the event of a deadlock in the exercise of any partnership function or activity, the parties hereto, executors, administrators, heirs or legal representatives agree to submit to the American Arbitration Association and agree to be bound by its ruling.

7.14 Notice


All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and postage prepaid, certified mail, return receipt requested to the intended recipient at the address set forth in this Agreement or any other address of which prior written notice has been given.

ARTICLE VIII

Affidavit of Membership and Contributions

The undersigned member or authorized representative of a member of GBS Development & Management, Inc. certifies:

- | | |
|---|---------|
| 1. The above named liability company has at least one member; | |
| 2. The total amount of cash contributed by the member is | \$ 1.00 |
| 3. If any, the agreed value of property other than cash contributed | none |
| 4. The total amount of cash and property contributed and anticipated to be contributed by member is | \$ 1.00 |


George Prendes, Pres., GBS Development
& Management Co.

IN WITNESS WHEREOF the parties have executed this Certificate, this 15 day of September, 1998.

General Partner

Limited Partner

GBS Development & Management Co.
By: George Prendes, Pres.

VP Builders, Inc.
By: Juan Valdes-Pages, Pres..

Witnesses:

99 JUN 16 PM 12:00
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF DADE

GEORGE PRENDES, President of GBS Development & Management Co. being duly sworn, deposes and says that GBS Development & Management Co. is duly authorized to act as the General Partner named in the foregoing Certificate of Limited Partnership and for himself deposes that the statements made in the foregoing Certificate are true.

SWORN TO before me this 15 day of September, 1998.



Beatriz Prendes
MY COMMISSION # CC773803 EXPIRES
September 8, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF DADE

Before me personally appeared, JUAN VALDES-PAGES, President of VP Builders, Inc. after being duly sworn, deposes and says that VP Builders, Inc. is duly authorized to act as the Limited Partner named in the foregoing Certificate of Limited Partnership and that the statements made in the Certificate are true.

Sworn to before me this 15 day of September, 1998.



Beatriz Prendes
MY COMMISSION # CC773803 EXPIRES
September 8, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Public, State of Florida

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT / OFFICE**

Pursuant to the provisions of Sec. 608.415 or 608.507, Florida Statutes, the undersigned limited partnership submits the following statement to designate a Registered Agent / Office in the State of Florida:

1. The name of the limited partnership is: V-P Construction Ltd.

2. The name and the Florida street address of the registered agent are:

George Prendes
Suite 223
7875 S.W. 40 St.
Miami 33155

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99 JUN 16 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Having been named as registered agent and to accept service of process for the above stated limited partnership at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


George Prendes

**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP**

The undersigned constituting all of the general partners of V-P Comstruction, Ltd.
Suite 223 7875 S.W. 40 St., Miami 33155

a Florida Limited Partnership, certify:

FILED
99 JUN 16 PM 12:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

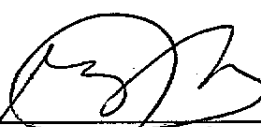
The amount of capital contributions to date of the limited partners is \$ -0-

The total amount contributed and anticipated to be contributed by the limited partners at this time totals \$ -0-

Signed this 15 day of September, 19 98

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I (we) declare that I (we) have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.



General Partner George Prendes
GBS Development & Management, Co.
General Partner

General Partner

General Partner

General Partner

General Partner

General Partner