

60/000002054

2005 MAY -4 P 2:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

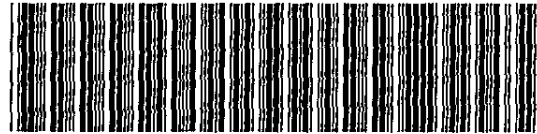
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:



Office Use Only



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05/04/05--01033--024 \*\*60.00

**FILED**

**TRANSMITTAL LETTER**

**TO:** Registration Section  
Division of Corporations

200 MAY -4 P 2:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**SUBJECT:** Blowing Rock, LLC

(Name of Limited Liability Company)

The enclosed Articles of Dissolution and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robert C. Matthias, Esq

(Name of Person)

Matthias & Matthias

(Firm/Company)

Post Office Box 431; 501 North Magnolia Avenue

(Address)

Orlando, Florida 32802

(City/State and Zip Code)

For further information concerning this matter, please call:

Robert C. Matthias

(Name of Person)

at ( 407 ) 422-0076

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☐ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☒ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF DISSOLUTION  
FOR  
A FLORIDA LIMITED LIABILITY COMPANY**

**FILED**

2005 MAY -4 2:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1. The name of the limited liability company is

Blowing Rock, LLC

2. The date the dissolution was approved: April 28, 2005

3. A description of the occurrence that resulted in the limited liability company's dissolution pursuant to section 608.441, Florida Statutes, (copy of 608.441 on back of cover letter).

These Articles of Dissolution are filed in accordance with Florida Statute 608.441(1)(b). Whereas, Malcolm L.

O'Neale, Managing Director and 100% Owner of the the Blowing Rock, LLC (attached "Exhibit A"), assigned all

shares of the Blowing Rock, LLC (herein "BRLLC) to the Malcolm Lindsay O'Neale, Jr. Living Trust (herein

"MLOLT") on 1/29/01 (attached "Exhibit B"); whereas, Catherine O. (continued on next page - attached)

**4. CHECK ONE:**

- ☒ All debts, obligations and liabilities of the limited liability company have been paid or discharged.  
-OR-  
☐ Adequate provision has been made for the debts, obligations and liabilities pursuant to s. 608.4421.

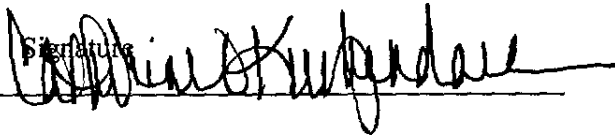
5. All remaining property and assets have been distributed among its members in accordance with their respective rights and interests.

**6. CHECK ONE:**

- ☒ There are no suits pending against the company in any court.  
-OR-  
☐ Adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against it in any pending suit.

Signatures of the members having the same percentage of membership interests necessary to approve the dissolution :

Signature:



Typed or Printed name  
Catherine O. Kuykendall, Managing Director

**Filing Fee: \$25.00**

FILED

**Description of Occurrences Continued:**

Kuykendall is the sole Trustee (Article VIII of MLOLT, attached "Exhibit C") and sole residuary Beneficiary (Article IV of MLOLT, attached "Exhibit C") of the MLOLT; whereas, Malcolm L. O'Neale and Catherine O. Kuykendall were the only two members of the BRLLC as of 3/6/03 (attached UBR - "Exhibit D"); whereas, Malcolm L. O'Neale died on 6/7/04 (attached COD - "Exhibit E"); now, therefore, Catherine O. Kuykendall is the current sole Managing Director of the BRLLC as of the Meeting of the BRLLC, dated 4/20/05 (attached "Exhibit F"), and, in such capacity, Catherine O. Kuykendall unanimously elects to dissolve the BRLLC.

2005 MAY -4 P 2:04  
CLERK OF DISTRICT COURT  
JACKSONVILLE, FLORIDA

"EXHIBIT A"

CERTIFICATE OF MEMBERSHIP INTEREST

IN

BLOWING ROCK, L.L.C..

Number 001

100 Membership Units

THIS CERTIFIES that MALCOLM L. O'NEALE, JR. is the owner of 100 units or 100% of the total of the Membership Interests in BLOWING ROCK, L.L.C., a Florida Limited Liability Company. The Membership Interests is subject to all of the terms and conditions of the Articles of Organization and the Operating Agreement, copies of which are on file at the principal office of the company.

All matters affecting the title, ownership, warranty, transferability, or attachment of this Certificate shall be governed by the provisions of the Articles of Organization, the Operating Agreement and the laws of the State of Florida.

IN WITNESS WHEREOF, the Managing Director of the company have caused this Certificate to be executed effective as of the 29 day of January, 2001.

MANAGING DIRECTOR:

BLOWING ROCK, L.L.C.

By: Malcolm L. O'Neale Jr.

"EXHIBIT B"

ASSIGNMENT OF MEMBERSHIP INTEREST  
OF BLOWING ROCK, L.L.C.

The undersigned hereby assigns all his right, title and interest in and to the 100 Membership Units in Blowing Rock, L.L.C., which is represented by Certificate of Membership Interest Number 001 dated January 29, 2001, to MALCOLM L. O'NEALE, JR., Trustee of THE MALCOLM LINDSAY O'NEALE, JR., LIVING TRUST DATED JANUARY 12, 1996, or the Successor Trustee under said Trust.

DATED: 29 January, 2001.

Witnesses:

[Signature]  
Print Name ONE M. COMAS

[Signature]  
Malcolm Lindsay O'Neale, Jr.

[Signature]  
Print Name SARA WELLS

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me this 29<sup>th</sup> day of JANUARY, 2001, by Malcolm Lindsay O'Neale, Jr., who is personally known to me, or who produced \_\_\_\_\_ as identification.

[Signature]  
Maurice Shams  
Notary Public, State of Florida  
My Commission expires:



Maurice Shams  
MY COMMISSION # CC878513 EXPIRES  
October 10, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

ONeale\Assignment

EXHIBIT C

AMENDMENT AND RESTATEMENT OF  
THE MALCOLM LINDSAY O'NEALE, JR. LIVING TRUST

This Amendment and Restatement of Trust Agreement is made this 19th day of December, 2000, between MALCOLM LINDSAY O'NEALE, JR., (hereinafter called the "Grantor") and MALCOLM LINDSAY O'NEALE, JR., as Trustee (hereinafter called the "Trustee", which term shall also refer to his successor or successors).

WHEREAS, the Grantor and Trustee created the MALCOLM LINDSAY O'NEALE, JR., LIVING TRUST on or about January 12, 1996 (hereinafter referred to as the "Trust Agreement"), and

WHEREAS, paragraph IX of the Trust Agreement provides that the Grantor may amend the Trust Agreement in any manner, and

WHEREAS, the Grantor now desires to modify and amend the Trust Agreement and the Trustee is agreeable to the modifications and amendments contained herein,

NOW, THEREFORE, IT IS AGREED that the entire Trust Agreement (except the list and designation of assets belonging to the Trust which is not modified) as modified and amended will read as follows:

ARTICLE I

This Trust shall be known as the MALCOLM LINDSAY O'NEALE, JR., LIVING TRUST. The Grantor has previously transferred to the Trustee and his successors property now constituting the corpus of the Trust. He may transfer any other property to the Trust from time to time which may be acceptable to and received by the Trustee and the Trustee may receive property from any other person, to have, hold and dispose of such property (all of which property is hereinafter collectively referred to as the "Trust Estate") upon the following terms:

## ARTICLE II

The Grantor during his lifetime may, upon thirty days' previous notice in writing, or such shorter notice as shall be mutually agreed upon between the parties hereto, and delivered to the Trustee for such purpose, revoke the trust hereunder in whole or in part or amend this agreement from time to time in any manner. No amendment changing the powers or duties of the Trustee shall be effective unless approved in writing by the Trustee.

## ARTICLE III

The Trustee shall pay to the Grantor, during Grantor's lifetime, such part or all of the net income or principal of the Trust Estate as Grantor from time to time directs in writing to the Trustee. If at any time or times the Grantor is under a legal disability, or by reason of illness or mental or physical disability is, in the opinion of the successor Trustee hereinafter named, unable properly to manage his affairs (a written opinion to such effect from Grantor's personal physician shall be absolute authorization to the successor Trustee), the successor Trustee named herein shall become Trustee and shall use the income and such part of the principal of the Trust Estate as Trustee may deem necessary or advisable, in such manner as Trustee deems best, for the health, support and maintenance of the Grantor.

## ARTICLE IV

Upon the death of the Grantor, the Trustee shall hold and dispose of the Trust Estate, which may include the proceeds of life insurance insuring the life of the Grantor, in the following manner:

A. The Trustee shall furnish the Personal Representative of the Grantor's estate such funds as shall be requested in writing by said Personal Representative for the purpose of paying debts of the Grantor, funeral expenses, expenses of last illness, costs of administration, federal estate taxes and the inheritance or estate taxes due any state by reason of the death of the Grantor. If administration of the Grantor's estate is unnecessary, the Trustee is authorized to pay directly from the Trust Estate those of the above mentioned



expenses which Trustee becomes advised of within six (6) months after the Grantor's death.

B. After the payments and/or transfers referred to in subsection A of this Article IV have been made or amply provided for, all the remainder of the Trust Estate, including any undistributed income, shall be distributed as follows:

1. The Merrill Lynch Muniyield Quality Fund II shares owned by the Trust at the time of the Grantor's death shall be distributed to SUZANNE R. HILL, of Lexington, Massachusetts, if she is living at the time of the Grantor's death. If she is not then living, such shares shall be distributed in accordance with subparagraph 2 hereof.

2. All of the remainder of the Trust Estate shall be distributed to the descendants of the Grantor who are living at the time of the Grantor's death, per stirpes.

C. No Postponement of Distribution. In the event the Trustee is directed to pay any taxes, interest or penalties, that direction shall not postpone the disposition of the remaining Trust Estate, but the Trustee shall have the right to withhold any amount as, in Trustee's discretion, is deemed necessary to pay that portion of the taxes, interest and penalties Trustee is so directed to pay. In the event the amount so withheld is insufficient for that purpose, the additional amount required shall be paid proportionately by the persons or trusts to whom the remaining Trust Estate was distributed at the Grantor's death. In the event the amount withheld is more than the amount ultimately required for that purpose, the excess shall be distributed to each of those persons or trusts, whichever the case may be, proportionately in accordance with the amount of the remaining Trust Estate distributed to them at the Grantor's death under the provisions of the Trust Agreement.

#### ARTICLE V

No beneficiary hereunder shall, either by voluntary or involuntary act, have any right to alienate, anticipate, pledge, encumber, sell, assign or transfer any part of, or interest in, or payments to be made from the Trust Estate; and no such interest of any beneficiary shall be subject to any claim of any creditor of such beneficiary or to attachment, garnishment, or other legal process; and no payment by the Trustee to or on behalf of any beneficiary shall

be liable to be taken for any debt, liability, contract or other obligation or claim against any beneficiary.

#### ARTICLE VI

Trustee and his successors and parties serving in his stead shall be governed by the provisions of Sections 737.402 and Chapter 738, Florida Statutes, (except Sections 738.07 and 738.12) that are not in conflict with this instrument. In addition and not in limitation of any common-law or statutory authority, and without application to any Court, they also shall have the powers and responsibilities described below to be exercised in their absolute discretion:

1. To charge Trustee's commissions, attorney's fees and other expense against income or principal in lieu of the directions by Florida Statutes.

2. If at any time any person to whom the Trustee is authorized to pay or apply any income or principal of the trust is in the opinion of the successor Trustee incapable of properly managing his or her affairs, the Trustee is authorized to make said distributions to such beneficiary's guardian or to any other person on behalf of said beneficiary without the Trustee being liable to see to the application thereof.

#### ARTICLE VII

The Trustee shall render to the Grantor, statements of account of Trustee's receipts and disbursements as Trustee hereunder, at least annually. The records of the Trustee, with respect to this trust, shall be open at all reasonable times to the inspection of the Grantor or to his duly authorized agent.

#### ARTICLE VIII

Any Trustee of a trust herein shall have the right to resign by giving thirty (30) days written notice to each sui juris income beneficiary of the trust and to the parent or legal guardian of each non-sui juris income beneficiary of the trust herein. Should MALCOLM

LINDSAY O'NEALE, JR., resign as Trustee or become for any reason unable to continue to act as Trustee, CATHERINE O. KUYKENDALL shall act as Trustee.

Each successor Trustee of a trust created under this Trust Agreement shall accept the office in writing and shall be vested, without further act on the part of anyone, with all of the estate, title, powers, duties, immunities and discretion granted to his or her predecessor, with the same effect as though such successor was originally named herein as Trustee. The prior Trustee shall, however, execute and deliver such assignments or other instruments as may be deemed advisable.

#### ARTICLE IX

The trust shall have its situs in the State of Florida and the validity, construction and administration of the trust shall be determined by reference to the laws of such state. It is Grantor's intent that, to the full extent permitted by law, the trust shall be administered free from the active supervision and jurisdiction of any court.

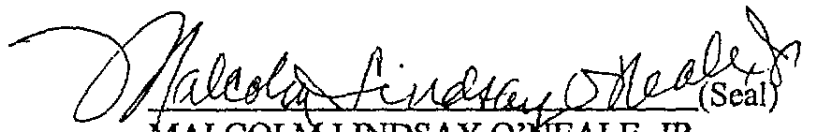
#### ARTICLE X

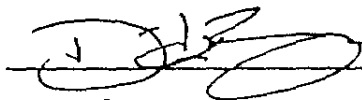
If any portion of the principal or income of this trust should be payable to a beneficiary who is then less than twenty-one (21) years of age, distribution of such portion shall be postponed and the Trustee shall hold the same until such beneficiary attains the age of twenty-one (21) years. In the meantime, the Trustee shall pay such part of the income on same, and the principal thereof, as the Trustee shall deem necessary or proper to provide for such beneficiary's health, maintenance, support and education (including liberal arts, scientific, technical, professional, vocational, post-graduate, commercial, artistic or other appropriate education) adding unused income to principal at the end of each year. When such beneficiary reaches the age of twenty-one (21) years, the remaining principal and undistributed income of his or her portion of the trust shall be distributed to him or her. If such beneficiary dies before reaching twenty-one (21) years of age, his or her share shall be

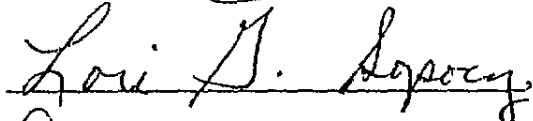
distributed to his or her estate.

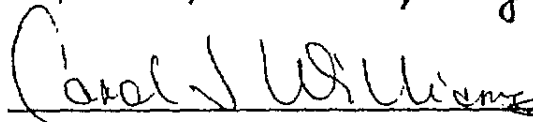
IN WITNESS WHEREOF, the Grantor and Trustee have hereunto set their hands and seals and have caused these presents to be executed, this 19th day of December, 2000.

Signed, sealed, published and declared by MALCOLM LINDSAY O'NEALE, JR., as the AMENDMENT AND RESTATEMENT OF THE MALCOLM LINDSAY O'NEALE, JR. LIVING TRUST in the presence of us who have seen him sign and who have affixed our names as attesting witnesses hereto, in his presence, at his request and in the presence of each other, this day and year as set forth above.

 (Seal)  
MALCOLM LINDSAY O'NEALE, JR.  
Grantor and Trustee

 \_\_\_\_\_, Orlando, Florida

 \_\_\_\_\_, Orlando, Florida

 \_\_\_\_\_, Orlando, Florida

**ASSIGNMENT OF MEMBERSHIP INTEREST  
OF BLOWING ROCK, L.L.C.**

The undersigned hereby assigns all his right, title and interest in and to the 100 Membership Units in Blowing Rock, L.L.C., which is represented by Certificate of Membership Interest Number 001 dated January 29, 2001, to MALCOLM L. O'NEALE, JR., Trustee of THE MALCOLM LINDSAY O'NEALE, JR., LIVING TRUST DATED JANUARY 12, 1996, or the Successor Trustee under said Trust.

DATED: 29 January, 2001.

Witnesses:

[Signature]  
Print Name JOHN M. COMBS

[Signature]  
Malcolm Lindsay O'Neale, Jr.

[Signature]  
Print Name SARA WELLS

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was sworn to and subscribed before me this 29<sup>th</sup> day of JANUARY, 2001, by Malcolm Lindsay O'Neale, Jr. who is personally known to me, or who produced \_\_\_\_\_ as identification.

[Signature]  
Maurice Shams  
Notary Public, State of Florida  
My Commission expires:



Maurice Shams  
MY COMMISSION # CC878513 EXPIRES  
October 10, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

O'Neale Assignment

STATE OF FLORIDA )

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me, this 19<sup>th</sup> day of December, 2000, by MALCOLM LINDSAY O'NEALE, JR., the Grantor and Trustee in the foregoing Revocable Trust Agreement, personally known to me or has produced FL Drivers license as identification and who did take an oath.

Carol J. Williams  
Notary Public Signature

Carol J. Williams  
Notary Public Printed Name

My Commission Number:

My Commission Expires:



Carol J. Williams  
MY COMMISSION # CC906757 EXPIRES  
January 31, 2004  
BONDED THRU TROY FAIR INSURANCE, INC.

"EXHIBIT D"


FILED  
Mar 06, 2003 8:00 am  
Secretary of State

01-06-2003 90131 018 \*\*\*\*\*50.00

2003 LIMITED LIABILITY COMPANY  
UNIFORM BUSINESS REPORT (UBR)

1/6  
1/6

55014028

<b>DOCUMENT # L01000002054</b>			
1. Entity Name <b>BLOWING ROCK, LLC.</b>			
Principal Place of Business <b>440-1182 CARMEL CIR. CASSELBERRY FL 32707</b>		Mailing Address <b>440-1182 CARMEL CIR. CASSELBERRY FL 32707</b>	
2. Principal Place of Business		3. Mailing Address	
Suite, Apt. #, etc.		Suite, Apt. #, etc.	
City & State		City & State	
Zip	Country	Zip	Country
4. FEI Number <b>NOT APPLICABLE</b>		Applied For <input type="checkbox"/> Not Applicable	
5. Certificate of Status Desired <input type="checkbox"/>		\$5.00 Additional Fee Required	
8. Name and Address of Current Registered Agent <b>O'NEALE, MALCOLM L JR. 440-1182 CARMEL CIR. CASSELBERRY FL 32707</b>		7. Name and Address of New Registered Agent Name Street Address (P.O. Box Number is Not Acceptable) City <b>FL</b> Zip Code	
9. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.			
SIGNATURE: _____ DATE: _____ <small>Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when receiving certificate.)</small>			
<b>FILE NOW!!! FEE IS \$50.00</b> Make Check Payable to Florida Department of State Due By May 1, 2003			
9. MANAGING MEMBERS/MANAGERS		10. ADDITIONS/CHANGES	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>MGRM KUYKENDALL, CATHERINE 1810 LAWNDALE CIR WINTER PARK FL 32782</b> <i>LEAVE ASA DIRECTOR</i>	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>Malcolm L. O'Neale Jr 1162 Carmel Cir. #440 Casselberry, FL 32707</b> <input type="checkbox"/> Change <input checked="" type="checkbox"/> Addition <b>MGRM</b>
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>MGRM ITILL, SUZANNE R 32 TOWER ROAD LEXINGTON MA 02421</b> <i>X Delete</i>	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>MGRM BRYANT, CHARLES V 1212 NE 1ST STREET OCALA FL 34470</b> <i>X Delete</i>	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete	TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition
11. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.			
SIGNATURE: <i>[Signature]</i>		1/4/03 407647-7473	
<small>SIGNATURE AND TYPED OR PRINTED NAME OF BLOWING MANAGING MEMBER, MANAGER, OR AUTHORIZED REPRESENTATIVE</small>			

CFR5083 (10/02)

## STATE OF FLORIDA

## OFFICE of VITAL STATISTICS

CERTIFIED COPY

CERTIFICATE OF DEATH  
FLORIDA

LOCAL FILE NO.		DECEDENT'S NAME FIRST MIDDLE LAST MALCOLM LINDSAY O'NEALE, JR.		2. SEX MALE	
DATE OF DEATH (Month, Day, Year) JUNE 7, 2004		4. SOCIAL SECURITY NUMBER [REDACTED]		5a. AGE-Last Birthday (Years) 89	
DATE OF BIRTH (Month, Day, Year) JANUARY 2, 1915		7. BIRTHPLACE (City and State or Foreign Country) COAL CITY, ALABAMA		5b. UNDER 1 YEAR Months Days	
PLACE OF DEATH (Specify location on other side) HOSPITAL		8. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) YES		5c. UNDER 1 Day Hours Minutes	
FACILITY NAME (If not nursing home, give street and number) ORLANDO VA NURSING HOME		9a. INSIDE CITY LIMITS? (Yes or No) YES		9b. COUNTY OF DEATH ORANGE	
DECEDENT'S USUAL OCCUPATION SELONS		10b. KIND OF BUSINESS/INDUSTRY U.S. AIR FORCE		11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) WIDOWED	
12. SURVIVING SPOUSE (If wife, give maiden name)		13a. CITY, TOWN, OR LOCATION CASSELBERRY		13b. STREET AND NUMBER 1162 CARMEL CIRCLE #440	
14. WAS DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify No or Yes, Yes Specify Mexican, Puerto Rican, etc.) YES		15. RACE - American Indian, Black, White, etc. WHITE		16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary College (1-4 or 5-12) 4	
17. MOTHER'S NAME (First, Middle, Maiden Surname) RUBY ALVERSON		18. MOTHER'S NAME (First, Middle, Maiden Surname) RUBY ALVERSON		19b. MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code) 1610 LAWNDALE CIRCLE WINTER PARK, FLORIDA 32792	
20a. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) METRO CREMATORY		20b. LOCATION - City or Town, State OCOCHEE, FLORIDA		21. SIGNATURE OF FUNERAL SERVICE LICENSEE OR AUTHORIZING AS SUCH [Signature]	
21b. LICENSE NUMBER (of Licensee) 4310		21c. NAME AND ADDRESS OF FACILITY A COMMUNITY FUNERAL HOME & SUNSET CREMATION 910 W. MICHIGAN STREET ORLANDO, FL 32805		23a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner as stated. (Signature and Title) [Signature]	
23b. DATE SIGNED (Mo., Day, Yr.) 6/8/2004		23c. HOUR OF DEATH 12:45		23d. MEDICAL EXAMINER'S CASE #	
24. NAME OF CERTIFYING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) WENDY TREAT M.D.		25a. LOCAL REGISTRAR - SIGNATURE [Signature]		25b. DATE REGISTERED JUN 10 2004	

VOID IF ALTERED OR ERASED




"EXHIBIT F"

**Meeting of the Blowing Rock, LLC,  
a Florida Limited Liability Company,  
Held on April 20<sup>th</sup>, 2005**

On this 20<sup>th</sup> day of April, 2005, Catherine O. Kuykendall, as sole Trustee and sole residual Beneficiary of the MALCOLM LINDSAY O'NEALE, JR. LIVING TRUST (hereinafter referred to as "TRUST"), and as sole Personal Representative of the MALCOLM L. O'NEALE, JR. ESTATE (hereinafter referred to as "ESTATE"), who died on June 7, 2004. CATHERINE O. KUYKENDALL, as sole Trustee and sole residuary Beneficiary of the TRUST and as sole Personal Representative of the ESTATE, held a meeting on April 20<sup>th</sup>, 2005, and declared the following actions were approved:

1. By virtue of the Trust being the sole member of the Blowing Rock LLC, a Florida Limited Liability Company (hereinafter referred to as "BRLLC") CATHERINE O. KUYKENDALL appoints herself the Managing Director of the BRLLC upon the death of MALCOLM L. O'NEALE, JR.
2. As Trustee of the sole-member BRLLC and as Managing Director of the BRLLC, CATHERINE O. KUYKENDALL elects to continue the operation of the BRLLC, despite the death of MALCOLM L. O'NEALE, JR.
3. As Managing Director of the BRLLC and as the sole Trustee of the TRUST, CATHERINE O. KUYKENDALL specifically adopts and approves the execution of the contract for sale of a condominium, as referred to as "Exhibit A."
4. As Managing Director of the BRLLC and as the sole Trustee of the TRUST, CATHERINE O. KUYKENDALL authorizes the managing partner to take all actions necessary to complete such sale of the blowing rock condominium as set forth in "Exhibit A."

The meeting was then adjourned:

  
CATHERINE O. KUYKENDALL,  
Trustee of the Malcolm Lindsay O'Neale, JR.  
Living Trust

Date: 4/20/05

  
CATHERINE O. KUYKENDALL,  
Managing Partner of the Blowing Rock LLC

Date: 4/20/05