



TAMPA BAY

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SEP 15 2000

Florida Public Service Commission
Division of Regulatory Oversight

September 14, 2000

Mr. Tom Williams
Florida Public Service Commission
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Dear Mr. Williams:

Enclosed are an original and six (6) copies of the completed application {Form PSC/CMU 37 (6/98)} of World Trade Center TPA, Ltd. for "Authority to Provide Shared Tenant Service within the State of Florida"

This is an amended filing of the application submitted in the name of World Trade Center Tampa Bay. A remittance of \$100.00 accompanied the original filing (Document #000992-TS) and that remittance should be applied to this application.

We believe that we have provided complete information as required; however if your preliminary review indicates we need to submit additional information or if you have questions please contact me immediately. Once the application is accepted as satisfactorily completed further communication should be with Mr. Gary.

Regards,

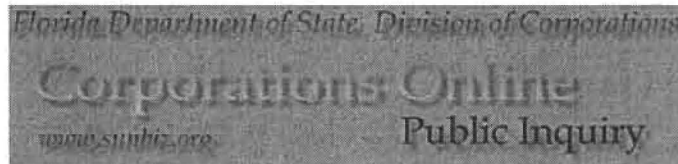
James T. Lang
James T. Lang

- APP _____
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- OPC _____
- PAI _____
- RGO _____
- SEC _____
- SER _____
- OTH _____

enclosures

DOCUMENT NUMBER-DATE

11670 SEP 18 8



**Florida Limited Partnership
WORLD TRADE CENTER TPA, LTD.**

PRINCIPAL ADDRESS
1101 CHANNELSIDE DRIVE
TAMPA FL 33602
Changed 05/10/2000

MAILING ADDRESS
1101 CHANNELSIDE DRIVE
TAMPA FL 33602
Changed 05/10/2000

Document Number
A95000000868

FEI Number
593420502

Date Filed
06/09/1995

State
FL

Status
ACTIVE

Effective Date
NONE

Actual Contribution
1,000.00

Registered Agent

Name & Address
BIERLEY, JOHN C 100 NORTH TAMPA STREET, SUITE 2120 TAMPA FL 33602 Address Changed: 05/10/2000

General Partner Detail

Name & Address	Document Number
WORLD TRADE CENTER GTPA, INC. 1101 CHANNELSIDE DRIVE TAMPA FL 33602	P95000043949

Annual Reports

Report Year	Filed Date	Intangible Tax
1998	02/09/1998	
1999	12/22/1998	
2000	05/09/2000	

Previous Filing

Next Filing

No Events
No Name History Information

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE SHARED TENANT SERVICE
WITHIN THE STATE OF FLORIDA

INSTRUCTIONS

- A. This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- B. Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$100.00 to:

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

Note: No filing fee is required for a assignment or transfer of an existing certificate to another certificated company.

- E. If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

FORM PSC/CMU 37 (6/98)

Required by Commission Rule Nos. 25-24.565, 25-24.569, and 25-24.567

DOCUMENT NUMBER-DATE

11670 SEP 18 88

FPSC-RECORDS/REPORTING

1. This is an application for (check one):
- AMENDED FILING
DOC. NO. 000992 - TS
- Original certificate (new company)
 - Approval of transfer of existing certificate: Example, a certificated company purchases an existing company and desires to retain the original certificate authority.
 - Approval of assignment of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
 - Approval for transfer of control of existing certificate: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

World Trade Center TPA, LTD

3. Name under which applicant will do business (fictitious name, etc.):

World Trade Center TPA, LTD

4. Official mailing address (including street name & number, post office box, city, state, and zip code):

N/A

5. Florida address (including street name & number, post office box, city, state, and zip code):

World Trade Center TPA, LTD
1101 Channelside Drive
Tampa, FL 33602

6. Structure of organization:

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other, _____

7. If individual, provide:

Name : _____ N/A _____
Title : _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

8. If incorporated in Florida, provide proof of authority to operate in Florida:

- (a) Florida Secretary of State corporate registration number: _____ N/A _____.

9. If foreign corporation, provide proof of authority to operate in Florida:

- (a) Florida Secretary of State Corporate registration number: _____ N/A _____.

10. If using fictitious name-d/b/a, provide proof of compliance with the fictitious name statute (Chapter 865.09 FS) to operate in Florida.

- (a) Florida Secretary of State fictitious name registration number: _____ N/A _____.

11. If applicant is a limited liability partnership, provide proof or registration to operate in Florida.

- (a) The Florida Secretary of State registration number: _____ A95000000868 _____.

12. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.

a. Name : _____
Title : _____
Address: _____ See Attached _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

b. Name : _____
Title : _____
Address: _____
City/State/Zip: _____
Telephone No.: _____ Fax No.: _____
Internet E-Mail Address: _____
Internet Website Address: _____

13. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) The Florida registration number: N/A

14. Provide FEID Number(if applicable): 59-3420502

15. Who will bill for your services.

Name : World Trade Center TPA, LTD
Address: 1101 Channelside Drive
City/State/Zip: Tampa, FL 33602
Telephone Number: 813-864-3000

16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name : John H. Gary
Title : COO/Partner
Address: 1101 Channelside Drive
City/State/Zip: Tampa, FL 33602
Telephone No.: 813-335-6232 Fax No.: 727-823-8128
Internet E-Mail Address: _____
Internet Website Address: _____

(b) Official point of contact for the ongoing operations of the company: Effective 10/2/00

Name : John H. Gary
Title : COO/Partner
Address: 1101 Channelside Drive
City/State/Zip: Tampa, FL 33602
Telephone No.: 813-864-3000 Fax No.: 813-225-1053
Internet E-Mail Address: wtctb@gate.net
Internet Website Address: www.wtctampa.com

(c) Complaints/Inquiries from customers: Effective 10/2/00

Name : John H. Gary
Title : COO/Partner
Address: 1101 Channelside Drive
City/State/Zip: Tampa, FL 33602
Telephone No.: 813-864-3000 Fax No.: 813-225-1053
Internet E-Mail Address: wtctb@gate.net
Internet Website Address: www.wtctampa.com

17. List the states in which the applicant:

- (a) has applications pending to be certificated as a shared tenant service provider.

None

- (b) is certificated to operate as a shared tenant service provider.

None

- (c) has been denied authority to operate as a shared tenant service provider and the circumstances involved.

None

- (d) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None

- (e) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

18. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

a. Adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, provide explanation.

None

b. Officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

None

19. Submit the following:

A. Financial capability.

The application must contain the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements must be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and must include:

1. the balance sheet,
2. income statement, and
3. statement of retained earnings.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

Further, the following (which includes supporting documentation) must be provided:

1. A written explanation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. attached

2. A written explanation that the applicant has sufficient financial capability to maintain the requested service. attached

3. A written explanation that the applicant has sufficient financial capability to meet its lease or ownership obligations. attached

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. attached



C. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

attached

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of the gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$100.00 must be submitted with the application.

UTILITY OFFICIAL:

 _____ Signature	 _____ Date
COO/Partner _____ Title	813-335-6232 _____ Telephone No.

Address: ,	World Trade Center Tampa Bay _____ 1101 Channelside Drive _____ Tampa, FL 33602 _____	813-225-1053 _____ Fax No. 813-864-3000 _____ Telephone No.
------------	--	--

The above Telephone No. and Fax No. is effective
as of 10/2/00

ATTACHMENTS:

- A - CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS - Previously Deposited
- C - AFFIDAVIT

**** APPENDIX A ****

CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT

I, (Name) N/A
(Title) _____ of
(Name of Company) _____

and current holder of Florida Public Service Commission
Certificate Number _____, have reviewed this
application and join in the petitioner's request for a

- transfer
- assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature	Date
Title	Telephone No.
Address:	Fax No.

**** APPENDIX B ****

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

I will comply with all current and future Commission requirements regarding shared tenant service. I understand that I am required to pay a regulatory assessment fee (minimum of \$50.00 per calendar year) and pay gross receipts tax. Furthermore, I agree to keep the Commission advised of any changes in the names or addresses listed in the application within 10 days of the change.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Signature: *J. H. Gary*

Date: 9/14/00

Printed Name: John H. Gary

Title: COO/Partner

Address: World Trade Center TPA, LTD
1101 Channelside Drive
Tampa, FL 33602

813-864-3000
Telephone No.
813-225-1053
Fax No.

(The above telephone No. and Fax No. is effective 10/2/00)

Application for Authority to Provide Shared Tenant Services
(Form PSC/CMU 17)

12. Name, Title and Address of all partners

Clay M. Biddinger
7650 Courtney Campbell Causeway, Suite 1120
Tampa, FL 33607

John C. Bierley, Director
100 North Tampa Street, Suite 2120
Tampa, FL 33602

Ruth W. Bierley
2112 North 15th Street
Tampa, FL 33605

Frank G. Cisneros, Secretary
P.O. Box 22829
Tampa, FL 33622-2829

John H. Gary, III, Director/COO
4228 Arborwood Lane
Tampa, FL 33624

William Andrew Krusen Jr., Director
7650 Courtney Campbell Causeway, Suite 1120
Tampa, FL 33607

Graig S. Lawry
703 Casey Key Road
Nokomis, FL 34275

J. Kenneth Parker
2200 Pinellas Point Drive South
St. Petersburg, FL 33712

Eiji Tagashira Sadata
1463 Oakfield Drive, Suite 126
Brandon, FL 33511

Bruce A. Samson, Director
4807 Woodmere Road
Tampa, FL 33609

Paul J. Sierra
912 West Martin Luther King Blvd.
Tampa, FL 33603

A. Bronson Thayer, Chairman
401 East Jackson Street, Suite 2310
Tampa, FL 33602

Stella F. Thayer
111 East Madison Street 23rd Floor
Tampa, FL 33602

Susannah L. Thayer
c/o A. Bronson Thayer
401 East Jackson Street, Suite 2310
Tampa, FL 33602

Thomas Touchton
One Tampa City Center, Suite 3405
Tampa, FL 33602

**LIMITED PARTNERSHIP
WORLD TRADE CENTER TPA, LTD.**

**ARTICLE 1
FORMATION AS A FLORIDA LIMITED PARTNERSHIP**

This Limited Partnership is created under Chapter 620, Florida Statutes (1993) (commonly known as the "Florida Revised Limited Partnership Act"), as amended from time to time. This Limited Partnership will become effective upon filing and acceptance of the Certificate of Limited Partnership by the Florida Secretary of State.

**ARTICLE 2
PARTNERSHIP NAME**

The name of the Partnership will be WORLD TRADE CENTER TPA, LTD.

**ARTICLE 3
REGISTERED AGENT AND ADDRESS**

The registered agent for the Limited Partnership, and his registered street address (at which its agent will be located for the service of process), in the United States is:

John C. Bierley, Esq.
111 Madison Street - Suite 2300
Tampa, Florida 33602

The registered agent is an individual, who is a resident of Florida and whose business office is the same as the Partnership's registered office.

**ARTICLE 4
NATURE OF BUSINESS PERMITTED**

The Partnership is authorized to engage in and transact any and all lawful business permitted by the laws of the State of Florida. If the Limited Partnership qualifies to transact business other than in Florida, the Limited Partnership may transact any and all lawful business permitted for a Limited Partnership by the laws of that jurisdiction.

James W. Goodwin, Esq., #375519
Macfarlane Ausley Ferguson & McMullen
111 Madison Street - Suite 2300
Tampa, Florida 33602
(813) 273-4337

**ARTICLE 5
PRINCIPAL OFFICE**

The address of the principal office in the United States where the records of the Partnership are to be maintained is:

6200 Courtney Campbell Causeway, Suite 600
Tampa, Florida 33607

The records maintained and to be maintained at this office are those prescribed by §620.106 of the Florida Revised Limited Partnership Act.

**ARTICLE 6
THE GENERAL PARTNER**

The name, the mailing address, and the street address of the business or residence of the General Partner is:

World Trade Center, G.P., Inc.
6200 Courtney Campbell Causeway
Suite 600
Tampa, Florida 33607

Reference to "General Partner," used in the singular, will also include the plural as to any time there is more than one General Partner.

If a General Partner, serving alone, ceases to serve for any reason, and if the Limited Partners have not elected a new General Partner within 90 days from the effective date of withdrawal of a General Partner, it is agreed that, without amendment to these Articles, the following person will serve as "Successor General Partner".

The designated Successor General Partner will not have the duties nor the liability of a General Partner until such time as the successor actually assumes the position of a General Partner. A General Partner who ceases to be a General Partner will not be personally liable for the debts and obligations of the Partnership incurred following the termination of his or her or its service as a General Partner. The Successor General Partner will have the right and authority to execute an amendment to the Certificate of Limited Partnership in the event the General Partner, who has ceased to serve, is unable - by reason of death, disability, or absence, or refusal to execute the Certificate as Attorney-in-Fact for the withdrawing General Partner.

**ARTICLE 7
INITIAL PARTNERS AND CONTRIBUTIONS OF CAPITAL**

The initial Partners and their percentages of ownership will be identified in a schedule of Partners and their ownership percentages attached hereto as EXHIBIT "A". The General Partner is to maintain a correct record of all Partners and their ownership percentages together with amended and revised schedules of ownership, and changes of ownership percentages by reason of disproportionate contributions of capital and adjustments to the capital accounts and percentages of ownership of the Partners.

The Partners, both General and Limited, may make additional contributions of capital to the Partnership. Since an additional contribution of capital, if unequal, will affect the percentages of ownership and distribution of the Partners, additional capital contributions will be subject to the following requirements. Contributions of additional capital by a Limited Partner will be subject to the consent - and acceptance of the General Partner. Additional contributions by a General Partner will be subject to the consent and approval of the Limited Partners, and will require a vote of at least a majority in interest of the Limited Partners. The required consent and approval need not be in writing, and any additional contribution of capital will be presumed to have been made with the required consent unless there is clear and convincing evidence to the contrary.

The General Partner will have the authority to adjust or reallocate the percentages of ownership based upon the balance of each Partner's capital account in relationship to the total of all of the capital accounts of all Partners. The reallocation of ownership percentages is to be determined by dividing the balance of each Partner's capital account by the total capital accounts of all Partners.

ARTICLE 8 THE LIMITED PARTNERS, VOTING, LIMITED LIABILITY

A Limited Partner's percentage of interest will determine a Limited Partner's vote as to matters on which a Limited Partner is entitled to vote or which require a Limited Partner's consent. For the purpose of voting, there will be a total of 100 Limited Partner votes (which is 99 percent of the total participating Limited Partner interests as measured by each Limited Partner's percentage of interest in the Partnership) and each one percent interest will equal one vote.

For example, the percentage of ownership of all Limited Partners is 99 percent of the total, with the General Partner having one percent interest which is non-voting as to matters that require the consent or affirmative action of the Limited Partners alone. A Limited Partner with a 35 percent interest in the Partnership will have a 35 votes on matters which requires the consent or affirmative action of the Limited Partners alone. The term "majority in interest" will mean that 50 votes out of 99 will determine a given matter. The term "seventy (70) percent in interest of the Limited Partners" will mean at least 70 votes of their total 99 votes will determine a given matter.

Except as otherwise provided by the Florida Revised Limited Partnership Act, a Limited Partner will not be liable for Partnership obligations. A Limited Partner (except a Limited

Partner who is also a General Partner) will not be permitted to participate in the management and control of the business of the Partnership. A Limited Partner may act individually or in a capacity permitted by the safe-harbor provisions of the Florida Revised Limited Partnership Act.

ARTICLE 9 TAXABLE AS A PARTNERSHIP

The Limited Partnership will constitute a Partnership for federal income tax purposes, and the General Partner will report all items of income, gain, loss, deduction and credit as a Partnership. The General Partner will have the authority to determine the taxable year of the Partnership and the form in which its accounts are to be kept. The General Partner is responsible for the preparation of all necessary tax reports and any other information required by the Internal Revenue Service and a report to each Partner of his, her or its distributive share of income, gain, loss, deduction and credit for income tax purposes.

ARTICLE 10 CAPITAL ACCOUNTS OF THE PARTNERS

A capital account will be established for each Partner and maintained in such a manner to correspond with the capital of the Partners as reported for federal income tax purposes. Each Partner's capital account shall be credited with the value of a Partner's contribution of cash or other property to the Partnership, and shall be credited or charged annually with the Partner's distributive share of income, gain, loss, deduction and credit for federal income tax purposes. Distributions of cash or other property to Partners shall be charged against their respective capital accounts as a withdrawal of capital. The federal income tax basis of a Partner's interest in the Partnership, of property contributed to the Partnership by a Partner, and all other matters pertaining to the distributive share and taxation of items of income, gain, loss, deduction and credit will be as otherwise prescribed by Subchapter K of the Internal Revenue Code. The capital accounts will not bear interest.

ARTICLE 11 DETERMINATION OF INCOME, GAIN, LOSS, DEDUCTION AND CREDIT, INCLUDING LIQUIDATING DISTRIBUTIONS

A Partner's percentage interest will determine:

1. the Partner's ownership interest in the Partnership as an entity;
2. a Partner's interest in the distribution of available cash;
3. a Partner's allocable share of the items of income, gain, loss, deduction and credit;
and
4. a Partner's distributive share of cash and other property upon dissolution of the Partnership.

All income realized by the Partnership from the service of a General Partner as service income, and not as a return on invested capital, is to be allocated to the General Partner whose service generates the service income, and not as a return on invested capital.

ARTICLE 12 LOANS FROM A PARTNER

If any Partner shall advance funds or make any other payment to or on behalf of the Partnership, other than a permitted capital contribution, to cover operating cost or capital expenses, such advance or payment will be deemed to be a loan to the Partnership that will bear interest at market rates from the date the advance was made until paid. The term "market rates" will mean the rate of interest prescribed as its "prime rate" by the First National Bank of Wauchula, Florida on the first day of each calendar year in which a loan is made and continues thereafter as unpaid, the prescribed amount to be compounded annually on January 1 of each year.

ARTICLE 13 CALL FOR ADDITIONAL CAPITAL CONTRIBUTIONS

The General Partner will have the authority to ask (but not require) the Partners to contribute additional capital when:

1. additional capital is reasonably needed to pay existing or anticipated expenses of operation and administration; debt service for any amounts borrowed by the Partnership; insurance and tax payments; cost of acquiring, maintaining and selling property of the Partnership; and
2. the calls for capital are not discriminatory, that is, when all Partners are permitted to contribute capital to the extent of each Partner's percentage interest in the Partnership. A Partner will not be obligated to contribute additional capital. The General Partner will have the authority to reallocate the percentages of ownership of all Partners, increasing the percentage interest of those who have made contributions and decreasing the percentage interest of those who did not make a full contribution within 60 days from the date a call is made. The reallocation of ownership percentages is to be determined by dividing the balance of each Partner's capital account by the total of all of the capital accounts of all Partners.

ARTICLE 14 RETENTION OF DISTRIBUTABLE INCOME AS CAPITAL RESERVES

From distributions of available cash, the General Partner may retain amounts needed, in the General Partner's judgment, to provide reserves and working capital for anticipated investments and operating expenses.

ARTICLE 15
TERM OF THE LIMITED PARTNERSHIP

The initial term of this Partnership is for a period of years that begins as of the date of this instrument and which ends on December 31 of the year following the expiration of 40 (forty) years from the date hereof, hereinafter called "initial term." The Partnership will then continue from calendar year to calendar year thereafter until and unless terminated as herein prescribed, hereinafter called "secondary term." The Partnership may be terminated and dissolved at any time during the initial term or a secondary term by vote of at least seventy (70) percent in interest of the Limited Partners. The consent to dissolution shall be required of the General Partner as to his or her or its interest as a General Partner. The Partnership also will terminate at any time it does not have at least one Limited Partner.

For so long as the Partnership shall exist, each Partner waives the right to compel a dissolution of the Partnership or to compel a partition of the property of the Partnership. No Partner will have an ownership interest in the property of the Limited Partnership. The Partnership, as an entity for federal income tax and State law purposes, will not terminate by reason of:

1. the death or disability of a Limited Partner;
2. the addition of a General Partner or the death, disability, removal, resignation or other act of withdrawal of a General Partner, unless at the conclusion of 90 days from the act of withdrawal, the Partnership does not, in fact, have at least one General Partner;
3. the bankruptcy or insolvency of a Limited Partner;
4. the withdrawal of a Limited Partner, unless there are no remaining Limited Partners; or
5. any other act or omission to act, not having the approval or consent of all Partners, which is or may be construed to be a termination of the Partnership as an entity under Florida law.

To the greatest extent permitted by Florida law, any act or omission to act that is construed to be a termination or dissolution shall nonetheless be construed as an intended reconstitution and continuation of the Partnership, without the requirement of liquidation and winding-up.

ARTICLE 16
DISTRIBUTIONS UPON TERMINATION
AND DISSOLUTION OF THE PARTNERSHIP

Upon termination and dissolution of the Partnership, the General Partner (or General Partners, if more than one) will proceed to wind up the affairs of the Partnership. The liabilities

and obligations to creditors and all expenses incurred in its liquidation and dissolution will be paid and will have first priority in winding up. The General Partner may retain from available cash and other assets of the Partnership sufficient reserves for anticipated and contingent liabilities. Undistributed cash, and other property valued at its fair market value on the date of distribution, will be distributed to the Partners in the following order:

(a) Distributions will first be made to repay any loans to the Partnership by a Partner, including the amount of any deferred payment obligation to a Partner or a Partner's personal representative as the result of a buy-out by the Partnership of a Partner's interest.

(b) Distributions will then be made to the Partners, both General and Limited, in an amount equal to the credit balances in their capital accounts so that the capital account of each Partner shall be brought to zero. For the purpose of determining distributions in liquidation, a negative capital account balance will be considered a loan from the Partnership to the Partner.

(c) The balance, if any, will be made to the Partners in any amount equal to each Partner's percentage interest in the Partnership.

A General Partner, in making or in preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment:

a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct;

a discharge of the General Partner;

a release from any loss, liability, claim or question concerning the exercise of due care, skill and prudence of the General Partner in the management, investment, retention and distribution of property during the General Partner's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and
an indemnity of the General Partner, to include the payment of attorney's fees, from any expense of administration. Failure to require the audit prior to acceptance of the General Partner's report, or the acceptance of payment, will operate as a final release and discharge of the General Partner except as to any error or omission having basis in fraud or bad faith.

A General Partner, in making or preparing to make a partial or final distribution will have the authority to:

- (1) partition any asset or class of assets and deliver divided and segregated interest to Partners;
- (2) sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the Partners a divided interest in the proceeds of sale and/or divided

or undivided interests in any note and security arrangement taken as part of the purchase price; and/or

- (3) deliver undivided interests in an asset or class of assets to the Partners subject to any indebtedness secured by the property.

The Partnership may continue beyond its scheduled termination date for a time reasonably necessary to conclude the administration of the Partnership, pay expenses of termination, and distribute the Partnership property to those entitled to it.

ARTICLE 17 MANAGEMENT, SERVICE OF A GENERAL PARTNER

A. Election or Replacement of a General Partner: The Limited Partners will have the right to remove an existing General Partner and elect another to serve in his or her or its place, or to add another as a General Partner. At no time will more than three General Partners be permitted.

1. Voting Requirement: The required vote to elect or replace a General Partner is at least seventy (70) percent in interest of the Limited Partners.

2. Redemption of a General Partner's Interest As A General Partner: The Partnership will be obligated to redeem the interest of a General Partner who ceases to serve for any reason.

The redemption amount will be the greater of:

- a. the stated value thereof if, by vote of at least a majority in interest of all Partners, the Partners by agreement established a stated value for a General Partner's interest (which cannot be less than the positive capital account balance of the General Partner's ownership interest);
- b. the General Partner's capital account, less the value attributable thereto of Partnership debt of which the General Partner, as a General Partner, is relieved (not applicable if the value of the General Partner's interest is stated by agreement); and
- c. the fair market value of the General Partner's interest (not applicable if the value of the General Partner's interest is stated by agreement).

The redemption amount, which may be paid in cash or in other property of the Partnership of equivalent value, must be paid to the General Partner within 180 days from the date he, she, or it ceases to serve or within 90 days from the date his, her or its successor files an amendment to the Certificate of Limited Partnership in the form and manner required by law. Unless the Partnership and the transferee agree otherwise, the fair market value of a General Partner's interest is to be determined by the written appraisal of a person or firm qualified to value this type of business. The appraiser selected by the Partnership must be a member of the American

Society of Appraisers and qualified to perform business appraisals. The Partnership and transferee may waive an appraisal, and agree to matters of value and payment that deviate from these requirements.

3. **Amendment to the Certificate of Limited Partnership.** In the event a General Partner is unwilling or unable to sign a required amendment to the Certificate of Limited Partnership as evidence of the withdrawal, substitution or addition of a General Partner, the amended certificate may be signed by:

- a. the remaining General Partner or Partners, if more than one General Partner is serving, and any successor elected by the Limited Partners or as otherwise designated by the Partnership Agreement; or
- b. if but one General Partner was serving, and who ceases to serve for any reason, by the new General Partner or Partners, as substitute or successor, and at least seventy (70) percent in interest of the Limited Partners.

Each General Partner serving or to serve in the capacity of a General Partner does hereby appoint his, her or its successor, (or if there is more than one General Partner serving at the time a General Partner shall refuse or be unable to act, the remaining General Partner or Partners) as his, her or its attorney-in-fact, to sign the amended certificate on his, her or its behalf.

In the event §620.157 of the Florida Revised Limited Partnership Act should require dissolution of the Partnership due to the death, disability, resignation, removal of a General Partner, or other event of withdrawal, the Partnership will nonetheless be reconstituted and will continue as provided by §620.157 of the Florida Revised Limited Partnership Act without further act of the Partners.

B. Authority of General Partner Acting Alone, Other Matters Pertaining to the General Partner. The General Partner or Partners will have the responsibility for the day to day management of the business of the Partnership. The General Partner's authority and capacity will be the same as that of the chief executive officer of a Corporation. In addition to the authority given to the General Partner by this agreement and by law, the General Partner will have the specific authority to do the following:

1. **Transfers By A General Partner.** Except as Limited by these Articles of Partnership, the General Partner or Partners will have the authority at any time and from time to time to sell, exchange, lease and/or transfer legal and equitable title to the Partnership property upon such terms and conditions, and for such considerations, and the General Partner or Partners consider reasonable. The execution of any document or conveyance or lease by the General Partner will be sufficient to transfer complete legal and equitable title to the interest conveyed without the joinder, ratification, or consent of the Partners. No Purchaser, tenant, transferee or obligor will have any obligation whatever to see to the application of payments made to the General Partner.

2. **Retention of Property Contributed to the Partnership.** A General Partner will have the authority to retain, without liability, any and all property in the form it is received by a General Partner without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. A General Partner will not have liability nor responsibility for loss of income from or depreciation in the value of the property that was retained in the form in which the General Partner received it.

3. **Employment of Consultants and Other Professional Help.** A General Partner will have the authority to employ such consultants and professional help as the General Partner considers necessary to assist in the prudent management, acquisition, leasing and transfer of the Partnership property and to obtain such policies of insurance as the General Partner considers reasonably necessary to protect the Partnership property from loss or liability.

4. **Legal Title to Partnership Assets.** A General Partner will be permitted to register or take title to Partnership assets in the name of the Partnership or as trustee, with or without disclosing the identity of his or her principal, or to permit the registration of securities in "street name" under a custodial arrangement with an established securities brokerage firm, trust department or other custodian.

5. **Limitation on A General Partner's Liability.** Insofar as Florida law will permit, a General Partner who succeeds another will be responsible only for the property and records delivered by or otherwise acquired from the preceding General Partner, and may accept as correct the accounting of the preceding General Partner without duty to audit the accounting or to inquire further into the administration of the predecessor and without liability for a predecessor's errors and omissions.

6. **Affidavit of Authority.** Any person dealing with the Partnership may rely upon the signed and certified affidavit of a General Partner, which states:

"On my oath, and under the penalties of perjury, I swear that I am the duly elected and authorized General Partner of WORLD TRADE CENTER, LTD. I certify that I have not been removed as General Partner and have the authority to act for, and bind, WORLD TRADE CENTER, LTD. in the transaction of the business which this affidavit is given as affirmation of my authority"

7. **Compensation.** A General Partner will be entitled to a reasonable annual compensation for services rendered to the Partnership, this compensation to be measured by the time required in the administration of the Partnership, the value of property under his or her administration, and the responsibility assumed in discharge of the duties of office.

The General Partner also will be entitled to a reimbursement for all reasonable and necessary business expenses incurred in the administration of the Partnership. The Limited Partners may, by affirmative action, vote to establish, increase or reduce a General Partner's compensation based upon the General Partner's performance and dedication of time to the business of the Partnership.

8. **Bond.** No one serving as General Partner will be required to furnish a fiduciary bond or other security as a prerequisite to his, her, or its service.

9. **Indebtedness.** The General Partner may incur Partnership indebtedness without the consent of the Limited Partners.

10. **Liquidating Sale of Partnership assets.** The General Partner may, prior to the actual termination of the Partnership, sell substantially all of the Partnership's investment assets in liquidation or cessation without the consent of the Limited Partners.

11. **Compromise of Disputes and Claims.** The General Partner may compromise any claim or dispute without the consent of the Limited Partners.

ARTICLE 18 WHAT A LIMITED PARTNER CANNOT DO

No Partner, other than a General Partner, may participate in management and operation of the Partnership's business and its investment activities, or bind the Partnership to any obligation or liability whatsoever. A General Partner who is also a Limited Partner will act for the Partnership in his, her, or its capacity as General Partner alone.

ARTICLE 19 RESTRICTIONS UPON OWNERSHIP AND TRANSFER OF OWNERSHIP

The ownership and transferability of interest in the Partnership, both General and Limited, are substantially restricted. Neither title nor beneficial ownership of a Limited Partnership interest may be transferred or encumbered without the consent of at least seventy (70) percent in interest of the Limited Partners. Nor may the interest of a General Partner be transferred or encumbered without the affirmative consent of at least seventy (70) percent in interest of the Limited Partners.

This Limited Partnership is formed by a closely-held group who know and trust one another, and who will have surrendered certain management rights (in exchange for Limited liability in the case of a Limited Partner) or assumed sole management responsibility and risk (in the case of a General Partner) based upon their relationship and trust. Capital is also material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized transfer of a Partner's interest could create a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Partnership's capital and its financial ability to continue.

The ownership and transfer of a Limited Partnership interest is further subject to the following disclosure and condition:

The limited partnership interest have not, nor will be registered or qualified under federal or state securities laws. The limited partnership interest may not be offered for sale, sold, pledged or otherwise transferred unless so registered or qualified, or unless an exemption from registration or qualification exists. The availability of any exemption from registration or qualification must be established by an opinion of counsel for the owner thereof, and counsel must be satisfactory to this partnership.

Notwithstanding the foregoing restrictions upon transfer and ownership, the following transfers are permitted:

Death of a Partner - The personal representative of a deceased Limited Partner's estate, or his or her contract beneficiary, may exercise all of the decedent's rights and powers as a Limited Partner, and the decedent's ownership interest in the Partnership will continue and pass to those entitled thereto upon the Limited Partner's death. It is specifically provided that a Limited Partner may prepare a written and acknowledged document in which he or she designates one or more beneficiaries of that person's ownership interest, and his or her written designation will be binding upon the Partnership if delivered to the General Partner before or within at least 60 days after the death of the Limited Partner.

Incapacity of a Limited Partner - The personal representative of an incapacitated Limited Partner, acting under a durable power of attorney or Letters of Guardianship, may exercise all of a Limited Partner's rights and powers and will be entitled to receive distributions of cash or other property from the Partnership. The General Partner will have no duty to inquire as to the application or use of funds delivered to a personal representative.

Estate Planning Transfers - A Limited Partner also will have the right to make estate planning transfers of all or any part of his or her ownership interest in the Partnership. The term "estate planning transfer" will mean any transfer made during the life of a Limited Partner without value, or for less than full consideration, by way of a Limited Partner without value, or for less than full consideration, by way of a marital partition agreement and/or a transfer of all or any part of an ownership interest to a trust whose beneficiary or beneficiaries are the Limited Partner, and/or the spouse of a Limited Partner, and/or the descendants of a Limited Partner, and/or one or more beneficiaries qualified to receive charitable gifts under IRC §170(c). This agreement will bind the transferee of any estate planning transfer to the exact terms and conditions of this agreement.

If a Limited Partner makes an estate planning transfer of a part of his or her capital account, - and then only if the Partner's capital account has a positive balance that is more than the pecuniary amount transferred, but not of an ownership interest in the Limited in the Partnership, - the donee will have the right to withdraw all or any part of the pecuniary amount within 30 days from the date the transfer has been made or within 30 days following the donee's actual notice that the transfer has been made. Any amount not withdrawn within the 30 day period will be held by the Partnership for the account of the donee and will be subject to the provisions of these Articles as to distributions of capital accounts.

The Partnership will not be required to recognize the interest of any transferee who has obtained a purported interest as the result of a transfer of ownership that is not an authorized transfer. If the ownership of a Partnership interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the income realized from a Partnership interest, the Partnership may accumulate the income until the issue is finally determined and resolved. Accumulated income will be credited to the capital account of the Partner whose interest is in question.

If any person or agency should acquire the interest of a Limited Partner as the result of an order of a court of competent jurisdiction that the Partnership is required to recognize, or if a Limited Partner makes an unauthorized transfer of a Partnership interest that the Partnership is required to recognize, the interest of the transferee may then be acquired by the Limited Partnership upon the following terms and conditions:

- (A) The Partnership will have the option to acquire the interest by giving written notice to the transferee of its intent to purchase within 90 days from the date it is finally determined that the Partnership is required to recognize the transfer.
- (B) The Partnership will have 180 days from the first day of the month following the month in which it delivers notice exercising its option to purchase the interest. The valuation date for the Partnership interest will be the first day of the month following the month in which notice is delivered.
- (C) Unless the Limited Partnership and the transferee agree otherwise, the fair market value of a Limited Partner's interest is to be determined by the written appraisal of a person or firm qualified to value this type of business. The appraiser selected by the Partnership must be a member of the American Society of Appraisers and qualified to perform business appraisals.
- (D) Closing the sale will occur at the business office of the Partnership at 10 o'clock A.M. on the first Tuesday of the month following the month in which the valuation report is accepted by the transferee (called the "closing date"). The transferee must accept or reject the valuation report within 30 days from the date it is delivered. If not rejected in writing within the required period, the report will be accepted as written. If rejected, closing of the sale will be postponed until the first Tuesday of the month in which the valuation of the Partnership interest is resolved. The transferee will be considered a non-voting owner of the Partnership interest, and entitled to all items of income, deduction, gain or loss from the Limited Partnership interest, plus any additions or subtraction therefrom, until closing.
- (E) In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in 15 equal annual installments (or the remaining term of the Partnership if less than 15 years) with interest thereon at

market rates, adjusted annually as the first day of each calendar year at the option of the General Partner then serving. The term "market rates" will mean the rate of interest prescribed as its "prime rate" by the First National Bank of Wauchula, Florida as of the first day of a calendar year. If IRS §483 and §1274A apply to this transaction, the rate of interest of the purchase money obligation will be fixed at the rate of interest due thereon, will be due and payable on the first day of the calendar year following closing, and subsequent annual installments, with interest due thereon, will be due and payable, in order, on the first day of each calendar year that follows until the entire amount of the obligation, principal and interest, is fully paid. The Partnership will have the right to repay all or any part of the purchase money obligation at any time without premium or penalty.

- (F) The General Partner or General Partners may assign the Partnership's option to purchase over to one or more of the remaining Limited Partners (with consent of a majority in interest of the remaining Limited Partners, excluding the interest of the Limited Partner or transferee whose interest is to be acquired), and when done, any rights or obligations imposed upon the Partnership will instead become, by substitution, the rights and obligations of the Limited Partners who are assignees.
- (G) Neither the transferee of an unauthorized transfer or the Limited Partner causing the transfer will have the right to vote during the prescribed option period or, if the option to purchase is timely exercised, until the sale is actually closed.

**ARTICLE 20
ADDITION OF A LIMITED PARTNER,
REALLOCATION OF PERCENTAGES OF OWNERSHIP
DUE TO ADDITIONS AND CONTRACTIONS**

A new Limited Partner may be admitted with the permission of at least seventy (70) percent in interest of the Limited Partners. Upon admission, the percentages of ownership of the Partners are to be reallocated by dividing the balance of each Partner's capital account by the total of all of the capital accounts of all Partners.

Likewise, upon acquisition or redemption of a Partner's interest by the Partnership, the percentages of ownership of the Partners are to be reallocated by dividing the balance of each Partner's capital account by the total of all of the capital accounts of all Partners.

**ARTICLE 21
COUNTERPARTS, POWER OF ATTORNEY**

The execution and acceptance of these Articles of Limited Partnership and Certificate of Limited Partnership may be evidenced by a separate certificate signed by a Limited Partner acknowledging that a true and correct copy of this agreement has been received, reviewed in its entirety, and accepted. Each Limited Partner, in accepting these Articles, makes, constitutes and

appoints the General Partner, with full power of substitution, as his, her or its attorney-in-fact and personal representative to sign, execute, certify, acknowledge, file and record the Certificate of Limited Partnership, and to sign, execute, certify, acknowledge, file and record all appropriate instruments amending these Articles and the Certificate of Limited Partnership on behalf of the Limited Partner. In particular, the General Partner as attorney-in-fact may sign, acknowledge, certify, and file and record on the behalf of each Limited Partner such instruments, agreements, and documents that:

1. reflect the exercise by the General Partner of any of the powers granted to him under these Articles;
2. reflect any amendments made to these Articles;
3. reflect the admission or withdrawal of a General or Limited Partner; and
4. may otherwise be required of the Partnership or a Partner by Florida law, federal law, or the law of any other applicable jurisdiction.

The power of attorney herein given by each Limited Partner is a durable power and will survive the disability or incapacity of the principal.

ARTICLE 22 NOTICE

Any notice required or permitted in these Articles will be effective if written and hand delivered to the intended recipient or if placed in the United States Mail marked "Certified Mail, return Receipt Requested" with postage prepaid. Notice will be deemed as delivered to the intended recipient if addressed to the intended recipient at his or her last known mailing address, and the receipt is returned as having been delivered or is marked "Refused", "Addressee Unknown", "Unable to Forward", or other similar designation or notation. In this regard, it will be the affirmative duty of each Partner to provide the General Partner at all times with a current address for the delivery of notice and to notify the General Partner of any change of address.

If this agreement does not specifically prescribe a time for performance or notice, the required time will be 30 days. Notice of the exercise of any option or right, notice of default or noncompliance, and any other notice required by this agreement or by law must be in writing.

ARTICLE 23 CONCLUSION

This document is a contract that will be binding upon, and inure to the benefit of, each of the contracting parties, their heirs, personal representatives, successors, and assigns. The use of pronouns, masculine or feminine, will be construed in context and may include an individual, no matter his or her gender, or an entity (corporation, trust, Limited Partnership, General Partnership).

**CERTIFICATE OF LIMITED PARTNERSHIP OF
WORLD TRADE CENTER TPA, LTD.**

1. The name of the partnership is WORLD TRADE CENTER TPA, LTD.
2. The address of the partnership's office is 111 Madison Street, Suite 2300, Tampa, Florida 33602.
3. The name and address of the registered agent of the partnership is:

John C. Bierley, Esq.
111 Madison Street - Suite 2300
Tampa, Florida 33602

4. The name and business address of the general partner is as follows:

NAME	BUSINESS ADDRESS
World Trade Center GPTPA, Inc.	6200 Courtney Campbell Causeway Suite 600 Tampa, Florida 33607

5. A mailing address for the limited partnership is: 111 Madison Street, Suite 2300, Tampa, Florida 33602.

6. The latest date upon which the limited partnership is to dissolve, wind-up, and liquidate is forty (40) years from the date of formation.

This Certificate of Limited Partnership of WORLD TRADE CENTER TPA, LTD. has been executed on the 8th day of June, 1995 by such execution, each general partner whose signature is set forth below hereby affirms, under the penalties of perjury, that the facts stated herein are true.

ATTEST: John C. Bierley By: J. Kenneth Parker
John C. Bierley, Secretary Name: J. Kenneth Parker, President of
WORLD TRADE CENTER GPTPA, INC.,
General Partner

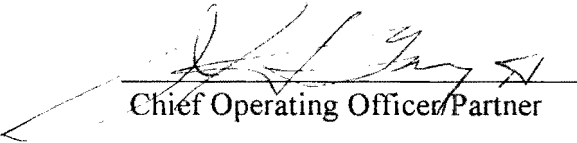
ATTEST: _____ By: _____
John C. Bierley, Secretary Name: Jack Wilson, Vice-President of
WORLD TRADE CENTER GPTPA, INC.,
General Partner

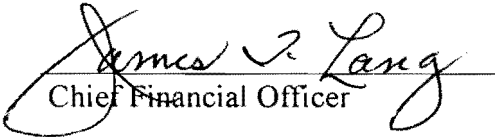
James W. Goodwin, Esq., #375519
111 Madison Street - Suite 2300
Tampa, Florida 33602 (813) 273-4337

Application for Authority to Provide Shared Tenant Services
(Form PSC/CMU 37)

19A. Financial Statements

We affirm that the accompanying unaudited Balance Sheet at August 31, 2000; the accompanying unaudited Statement of Profit and Loss for the period January 1 through August 31, 2000; and the accompanying unaudited statement of Accumulated Operating Deficit through December 31, 1999 are true and correct.


Chief Operating Officer/Partner


Chief Financial Officer

World Trade Center TPA, Ltd.
Balance Sheet (Unaudited)
August 31, 2000

ASSETS

Current Assets

Cash in Banks	\$ 322,407	
Deposits with Various Governmental Agencies	<u>240,000</u>	\$ 562,407

Fixed Assets

Equipment	\$ 84,000	
Leasehold Improvements	<u>164,407</u>	248,407

Other Assets

Development Rights	\$ 20,000	
Deposit with Various Governmental Agencies	160,000	
Lease Deposit	56,614	
Organization Cost (net of amortization)	<u>31,415</u>	<u>268,029.00</u>

TOTAL ASSETS		<u><u>\$ 1,078,843</u></u>
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LIABILITIES AND EQUITY

Current Liabilities

Various Advances by Partner	\$ 98,187	
Line of Credit with Bank	<u>300,000</u>	\$ 398,187

Equity

Investment by Partners	\$ 700,000	
Accumulated Operating Deficit	<u>(19,344)</u>	<u>680,656</u>

TOTAL LIABILITIES AND EQUITY		<u><u>\$ 1,078,843</u></u>
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World Trade Center TPA, Ltd.
Statement of Profit and Loss (Unaudited)
January 1, 2000 through August 31, 2000

Revenue

Interest Income		\$	5
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Operating Expenses

Bank Letter of Credit Fees and service charges	\$	5,865	
Dues		460	
Office Supplies, Printing and Miscellaneous		520	
Personnel Recruitment		319	
Postage and Federal Express		361	
		<u>361</u>	<u>7,525</u>

Net Income (Loss)

	\$	<u>(7,520)</u>
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World Trade Center TPA Ltd. (partnership)

Accumulated Operating Deficit through December 31, 1999

1995 Amortization	888.00
Pass-thru loss	-
Accum. Net Loss	<u>888.00</u>
1996 Amortization	1,778.00
Pass-thru loss	-
Accum. Net Loss	<u>2,666.00</u>
1997 Amortization	1,778.00
Taxes & Licenses	156.25
Penalties	1,000.00
Acctg and Legal	1,925.00
Pass-thru loss	-
Accum. Net Loss	<u>7,525.25</u>
1998 Amortization	1,778.00
Taxes & Licenses	141.25
Penalties	(1,000.00)
Acctg and Legal	325.00
Pass-thru loss	-
Accum. Net Loss	<u>8,769.50</u>
1999 Amortization	1,778.00
Taxes & Licenses	951.56
Penalties	-
Acctg and Legal	325.00
Pass-thru loss	-
Accum. Net Loss	<u>11,824.06</u>

World Trade Center TPA, Ltd.
Operating Pro-Forma

	<u>1st Fiscal Yr.</u>	<u>2nd Fiscal Yr.</u>
Revenue		
Rentals	\$ 96,238	\$ 397,575
Tenant Services	34,037	140,895
Licenses & Management Fees	<u>97,050</u>	<u>186,600</u>
Total Revenue	\$ 227,325	\$ 725,070
Operating Expenses	<u>467,977</u>	<u>633,653</u>
Operating Profit (Loss)	<u>(240,652)</u>	<u>91,417</u>
Non-Operating Revenue (Net)	<u>28,620</u>	<u>37,740</u>
Net Profit	<u><u>\$ (212,032)</u></u>	<u><u>\$ 129,157</u></u>

Note - The fiscal year referenced above will commence with the start of operations of the executive office complex.

Application for Authority to Provide Shared Tenant Services

(Form PSC/CMU 37)

19A. Financial Capability

1. Financial capability to provide the requested services.

A group of prominent Tampa business people made a major investment in a limited partnership, World Trade Center TPA LTD to acquire control of World Trade Center Tampa Bay. At this time they have invested \$ 700,000 for the operation of the World Trade Center and to fund an executive suite operation. The suites are nearly built-out and it is planned that operations will commence on October 2, 2000.

2. Financial capability to maintain the requested service.

The partners of this limited partnership plan to invest an additional \$750,000 during this fiscal year. It is contemplated that this additional investment will be more than adequate to maintain the operation of the facility until the rental ramp-up makes the project self-sustaining.

3. Financial capability to meet its lease and ownership obligations.

The business plan indicates a net operating profit at the end of the second year sufficient to meet all operating costs and provide a viable organization that will be financially able to meet all obligations.

Application for Authority to Provide Shared Tenant Services

(Form PSC/CMU 37)

19B. Managerial Capability

John H. Gary III, Partner/COO

M.S. George Washington University

BA Virginia Military Institute

Graduate of the National Defense University and the Naval War College

Gary served in the U.S. Marine Corps retiring with the rank of Brigadier General. In addition to combat assignments, he served in diplomatic, joint staff intelligence analysis and professional instructor assignments. Since retirement from the USMC, Gary has served as Director of Administrations of a large Chicago based law firm with multiple offices; as a Principal with a firm assisting qualified entrepreneurs acquire profitable small (valued at under \$30 million) businesses; as a partner in an organization providing consulting services for business start-ups and re-locations. His experience, management and executive skills are right for his position as Chief Operating Officer of World Trade Center TPA, LTD.

Other Officers

- 1. Bronson Thayer, Chairman**
Banker and Investment Advisor, formerly Chairman of a major Tampa bank
- 2. Frank G. Cisneros, Secretary**
International Businessman
- 3. John C. Bierley, Trustee**
International Attorney
- 4. William Andrew Krusen, Jr., Trustee**
International Investor
- 5. Bruce A. Samson, Trustee**
Former President of the University of Tampa and an international business investor

Application for Authority to Provide Shared Tenant Services

(Form PSC/CMU 37)

19C Technical Capability

World Trade Center TPA LTD has entered into an agreement with 2nd Century Communications, Inc. for technology support and maintenance of the telephone system. 2nd Century is located at 3550 Bushwood Park Dr., Suite 190, Tampa, FL 33618, telephone 813-901-1271. Wayne Schroyer is Operating Manager and the person responsible for overseeing and maintenance of this system.

Ace Technology, Inc. designed and implemented the telephone system and will have continuing responsibility to assure that the system functions satisfactorily. Ace Technology, Inc. is located at 5806 A Breckinridge Parkway, Tampa, FL 33610. President and CEO is Jim James.