

# A95000001600

*Michael R. Fabrikant*

SPECIALIZING IN  
ESTATE PLANNING, WILLS, TRUSTS,  
TAXATION, REAL ESTATE,  
CORPORATIONS

2500 EAST HALLANDALE BEACH BOULEVARD  
SUITE 406  
HALLANDALE, FLORIDA 33009

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-10/27/95--01015--014  
\*\*\*1785.00 \*\*\*1785.00

October 11, 1995

Secretary of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: L.D.L.E., INC.

FILED  
1995 OCT 24 PM 2:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Dear Sir or Madam:

Please find enclosed the Articles of Incorporation for the above referenced Corporation, in duplicate, along with a check in the amount of \$122.50 which represents the filing fees.

Also enclosed is the Bianculli Family Limited Partnership Agreement, in duplicate, along with a check in the amount \$1,785.00 which represents the filing fees.

Kindly send to the undersigned a copy of the filed Articles and Partnership Agreement at your earliest convenience.

Thank you for your prompt attention to this matter.

Very truly yours,

*MRF*  
MICHAEL R. FABRIKANT

MRF/mc  
Encls.

~~4195000030649~~

10-17-95  
10/24/95  
FF - \$ 1,750.00  
RA - \$ 35.00  
~~308, 656, 620, 671~~



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
Secretary of State

October 17, 1995

**MICHAEL R. FABRIKANT, ESQUIRE**  
2500 EAST HALLANDALE BEACH BLVD.  
STE. 405  
HALLANDALE, FL 33009

**SUBJECT: BIANCULLI FAMILY LIMITED PARTNERSHIP**  
Ref. Number: W95000020649

We have received your document for **BIANCULLI FAMILY LIMITED PARTNERSHIP** and check(s) totaling \$1785.00. However, your check(s) and document are being returned for the following:

Section 620.108, Florida Statutes, requires the affidavit include the amount of capital contributions of the limited partners and the amount anticipated to be contributed.

Please return the enclosed check for \$1785.00 or a newly issued check with your corrected document.

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 (904) 487-6920.

**Ava Watson**  
Corporate Specialist

Letter Number: 695A00046763

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TALLAHASSEE, FLORIDA

**BIANCULLI FAMILY LIMITED PARTNERSHIP AGREEMENT  
AND CERTIFICATE OF LIMITED PARTNERSHIP AGREEMENT**

THIS CERTIFICATE OF LIMITED PARTNERSHIP AGREEMENT AND AGREEMENT OF LIMITED PARTNERSHIP is entered into on and is effective as of the 17<sup>th</sup> day of October, 1995 by and among L.D.L.E., INC., a Florida Corporation, having its address at 513 Palm Drive, Hallandale, Florida 33009 (hereinafter sometimes referred to as "General Partner"), and LOUIS R. BIANCULLI and DORIS BIANCULLI, CO-TRUSTEES OF THE LOUIS R. BIANCULLI REVOCABLE TRUST DATED JUNE 23, 1989, AS RESTATED ON AUGUST 3, 1989, and DORIS BIANCULLI and LOUIS R. BIANCULLI, CO-TRUSTEES OF THE DORIS BIANCULLI REVOCABLE TRUST DATED JUNE 23, 1989 (hereinafter sometimes referred to individually as "Limited Partner" and collectively as "Limited Partners"), all of such persons sometimes being referred to herein as "Partners."

**RECITALS**

LOUIS R. BIANCULLI, CO-TRUSTEE and DORIS BIANCULLI, CO-TRUSTEE, heretofore have conducted, individually, many businesses operating sometimes under the fictitious name of Bianculli Family Limited Partnership ("Business").

WHEREAS, the business purpose of forming this Limited Partnership is to provide for continued management of the business properties held by this Partnership and to provide for the proper

vehicle for holding investment assets for estate and gift planning purposes.

## ARTICLE I

### GENERAL

1.1 **FORMATION.** The Partners hereby form a limited partnership ("Partnership") pursuant to the provisions of the version of the Revised Uniform Limited Partnership Act enacted in the State of Florida ("Act"). The Partners shall execute and cause to be filed as required by the Act or other laws of the State of Florida a Certificate of Limited Partnership and a Certificate of Fictitious Name. The General Partner shall forthwith notify the principal customers and the creditors of the Business and the banks used by the Business of the existence of the Partnership and its members. The General Partner shall cause all insurance policies, leases and other business contracts, including all other assets transferred to the Partnership, to be changed to reflect the existence of this Partnership.

1.2 **NAME.** The Partnership shall operate under the name of BIANCULLI FAMILY LIMITED PARTNERSHIP or such other name as the Partners may from time to time determine.

1.3 **ADDRESS OF OFFICE.** The address of the office of this Limited Partnership is 513 Palm Drive, Hallandale, Florida 33009.

1.4 PLACE OF BUSINESS. The principal place of business of the Partnership shall be at 513 Palm Drive, Hallandale, Florida 33009, or at such other or additional locations as the Partners may from time to time determine.

1.5 PURPOSE OF PARTNERSHIP. The business of the Partnership is to invest in, acquire, hold, maintain, operate, improve, develop, sell, exchange, lease, hold and otherwise use real property, tangible and intangible, and interests therein for profit and to receive mortgage receivables and installment notes and to engage in any and all activities related or incidental thereto and to engage in all other business permitted under applicable law.

1.6 TERM. The Partnership shall commence on the date hereof or upon the date of filing this Family Limited Partnership, whichever is later, and shall continue until terminated as provided in this Agreement, but not later than twenty (20) years from date of formation.

1.7 NAME AND ADDRESS OF AGENT. The name and address of the agent for service of process in Florida is MICHAEL R. FABRIKANT, ESQUIRE, 2500 E. Hallandale Beach Boulevard, Suite 405, Hallandale, Florida 33009.

1.8 MAILING ADDRESS OF LIMITED PARTNERSHIP. The mailing address of the Limited Partnership is 513 Palm Drive, Hallandale, Florida 33009.

## **ARTICLE II**

### **ADDITIONAL GENERAL PARTNERS**

2.1 LOUIS R. BIANCULLI, CO-TRUSTEE and DORIS BIANCULLI, CO-TRUSTEE. Upon written request to the General Partner by LOUIS R. BIANCULLI, CO-TRUSTEE and DORIS BIANCULLI, CO-TRUSTEE at any time after the expiration of one year after the effective date of this Agreement, additional general partners may be admitted to this Partnership and shall then be made a General Partner in the Partnership with the rights of a general partner to participate in the operation of the Business.

2.2. The General Partner may, upon written request, make a Limited Partner a General Partner.

## **ARTICLE III**

### **ACCOUNTING**

3.1 METHODS AND FISCAL YEAR. The Partnership shall keep its accounting records and shall report for income tax purposes on the cash method of accounting. Partnership accounting records shall be maintained according to generally accepted principles of accounting. The fiscal year of the Partnership shall be the taxable year for income tax purposes as determined under Internal Revenue Code Section 706 and the Treasury Regulations thereunder.

3.2 ANNUAL STATEMENTS. A balance sheet and a statement of profit and loss with respect to the operation of the Partnership shall be prepared not less frequently than annually by an independent certified public accountant and copies of such statements shall be delivered to each Partner. A copy of all income tax returns and appropriate schedules filed by the Partnership shall be furnished to all Partners.

3.3 ANNUAL MEETING. Not less than once a year, promptly after completion and delivery to the Partners of the financial statements provided for in Section 3.2 hereof, there shall be a meeting of all Partners and the Partnership's independent certified public accountants for the purpose of review and discussion of the financial status of the Partnership and for the General Partner to inform the Limited Partners of projections for the future of the Partnership's business.

3.4 REVIEW OF BOOKS. Any Partner may examine and copy the books of the Partnership at any time during normal business hours of the Partnership.

#### ARTICLE IV

##### CAPITAL CONTRIBUTIONS

4.1 INITIAL CONTRIBUTIONS. The initial capital contributions of the Partners to the Partnership consist of their respective

interests in the assets, subject to the liabilities, at the close of business on the effective date of this Agreement, of the Business and other assets at the following agreed fair market values:

General Partner:     stocks, marketable securities and  
                          other assets: 1%

Limited Partner:     stocks, marketable securities and  
                          other assets: 99%

4.2 ADDITIONAL CAPITAL CONTRIBUTIONS. No Partner shall be required to make additional capital contributions to the Partnership at any time; provided, however, if the General Partner determines that additional capital contributions are necessary to the successful operation of the Partnership, the Partners shall be entitled to make such contributions in proportion to their then interests in the Partnership. If any Partner elects not to make any additional capital contributions, one or more of the other Partners may make such additional capital contributions in the proportions which the capital contributions of each such Partner bears to the total capital contributions of all Partners making such additional capital contribution or in such other proportions as may be agreed to among them.

4.3 PARTNERS INTERESTS. The interest of each Partner in the Partnership at any time shall be the same proportion which such Partner's total capital contribution bears to the total capital



contributions of all of the Partners. An assignee's capital shall be the Fair Market Value of his or her interest in this Partnership.

#### ARTICLE V

##### PARTNER'S ACCOUNTS

5.1 CAPITAL ACCOUNTS. An individual capital account shall be maintained for each Partner to which shall be credited all capital contributions to the Partnership by that Partner and any credit balance in that Partner's drawing account transferred to capital pursuant to section 5.2 hereof, and to which shall be debited any distributions in reduction of such Partner's capital in the Partnership and any debit balance in such Partner's drawing account transferred to capital pursuant to section 5.2 hereof.

5.2 DRAWING ACCOUNT. An individual drawing account shall be maintained for each Partner to which shall be credited such Partner's share of Partnership profits, and to which shall be debited such Partner's share of Partnership losses and withdrawals made by the Partner which are not treated by the Partner as distributions of capital. A credit balance in a Partner's drawing account shall constitute a liability of the Partnership to such Partner and shall not constitute a part of the Partner's capital account or interest in the capital of the Partnership. A debit

balance in a Partner's drawing account, however caused, shall constitute an obligation of the Partner to the Partnership which shall be paid in the manner and at the time determined by a majority in interest of the Partners. A majority in interest of the General Partners may determine at any time and from time to time that any portion of the balance in the Partners' drawing accounts shall be transferred to the Partners' capital accounts, provided that any such transfers shall be in proportion to each Partner's interest in the Partnership.

## ARTICLE VI

### PROFITS AND LOSSES

6.1 PARTNERS INTERESTS. The net profits and losses and each item of income, gain, loss, deduction, or credit of the Partnership shall be allocated among the Partners in proportion to their interests in the Partnership determined pursuant to section 4.3 hereof, after taking into account the reasonable allowance of compensation for any services performed by LOUIS R. BIANCULLI, CO-TRUSTEE, or DORIS BIANCULLI, CO-TRUSTEE, or the General Partner as required by Internal Revenue Code Section 704(e).

6.2 DISTRIBUTION OF PROFITS. Each Partner shall be entitled to withdraw his/her share of annual earnings of the Partnership, except that only with the consent of 98% of all the Partners the

General Partner may determine the portion of such earnings that shall be retained for the reasonable business needs of the Partnership and shall transfer such earnings to Partnership capital in proportion to the Partners' interests in the Partnership as determined in section 4.3.

6.3 LIMITATION ON LOSSES. No Limited Partner shall be liable for losses of the Partnership in excess of such Partner's capital contributions to the Partnership.

6.4 The General Partner shall have the right to determine the net distributable cash flow of the Partnership to be distributed to all Partners.

## ARTICLE VII

### ADMINISTRATION

7.1 MANAGEMENT. The business of the Partnership shall be under the management of the General Partner. The Limited Partners generally will not participate in the management or control of the business of the Partnership except as otherwise stated herein.

7.2 GENERAL PARTNER ACTIVITY. The General Partner has other business interests that take a substantial portion of its time and, accordingly, the General Partner shall be required to devote to the Partnership business the time and attention that it, in its sole discretion, shall determine is necessary.

7.3 SALARY OF LOUIS R. BIANCULLI, CO-TRUSTEE and DORIS BIANCULLI, CO-TRUSTEE. LOUIS R. BIANCULLI, CO-TRUSTEE and DORIS BIANCULLI, CO-TRUSTEE, or the General Partner, shall receive an annual guaranteed salary as required by IRC 704(e) for their services to the Partnership. Such salary shall be deducted from Partnership income in determining the net profits and losses and cash flow of the Partnership. LOUIS R. BIANCULLI'S, CO-TRUSTEE and DORIS BIANCULLI'S, CO-TRUSTEE, compensation shall be reviewed and adjusted periodically as necessary to provide them with reasonable compensation as required by Internal Revenue Code Section 704(e).

#### ARTICLE VIII

##### DEATH OR WITHDRAWAL

8.1 GENERAL PARTNER. If the General Partner shall be dissolved, LOUIS R. BIANCULLI, CO-TRUSTEE and DORIS BIANCULLI, CO-TRUSTEE, shall immediately step in as Successor General Partners and be entitled to receive reasonable compensation. If the General Partner becomes bankrupt, withdraws from the Partnership, the Partnership shall dissolve and thereafter conduct only those activities necessary to wind up its affairs and liquidate. The General Partner cannot be removed except with the consent of 100% vote of all Partnership interests.

8.2 LIMITED PARTNER. Upon the death or withdrawal from the Partnership of a Limited Partner, the Partnership shall distribute to such Limited Partner or to the successor in interest of such Limited Partner an amount equal to the fair market value of such Partner's interest in the Partnership, such amount to be distributed in equal monthly installments over a period of three years from the date of such death or withdrawal. If the General Partner and the withdrawn Limited Partner, or the successor in interest of a deceased Limited Partner, fail to agree on the fair market value of the Limited Partner's interest in the Partnership, such value shall be determined by arbitration under the rules of the American Arbitration Association. Upon the written consent of the surviving Partners, the successor in interest of a deceased Limited Partner may continue in the Partnership as a limited partner.

8.3 INTEREST ON UNPAID BALANCE. Interest on any unpaid balance due upon the liquidation of the interest of a withdrawn or deceased Limited Partner shall be paid at the prime rate of interest charged from time to time by the Family Bank of Florida on short-term loans to its most credit-worthy customers.

#### ARTICLE IX

##### TRANSFER OF LIMITED PARTNER'S INTEREST

9.1 A. PROHIBITION ON TRANSFER. A Limited Partner shall not transfer all or any portion of his or her interest in the

Partnership except with the express written consent of the General Partner and 65% of the Partners holding Limited Partnership interests and except as provided in this Article IX. Any purported transfer of a Limited Partner's Partnership interest not in conformance with this Article IX shall be null and void and of no effect.

B. Notwithstanding Paragraph A. of 9.1, an original Limited Partner, LOUIS R. BIANCULLI, CO-TRUSTEE or DORIS BIANCULLI, CO-TRUSTEE, have the unrestricted right to gift or assign any or all of their Limited Partnership interest without consent of anyone. The assignee shall have all rights and powers of a limited partner as set forth herein.

9.2 SALE OF INTEREST. A Limited Partner cannot sell all or a portion of his or her Partnership interest except with the consent of 65% vote of all partners and only under the following conditions:

(a) The Limited Partner shall give written notice ("notice of sale") to the Partnership, or to the remaining parties, of his or her intent to sell such interest (or portion thereof) and shall attach to such notice a photocopy of a written offer of a prospective purchase of such interest containing all details of the identity of the purchaser, the purchase price, and the terms of

payment, and certified by the Limited Partner that the offer is genuine and in all respects what it purports to be.

(b) The Partnership or the remaining parties shall have the option for a period of thirty days after the receipt of the notice of sale ("the option period") by giving written notice of such exercise ("notice of exercise") to the Limited Partner to retire the entire interest of the Limited Partner at the price and on the terms of the offer attached to the notice of sale.

(c) If the Partnership or remaining Partners, as the case may be, does not exercise the option provided in paragraph (b) of this section 9.2, for a period of sixty days following the termination of the option period, the Limited Partner shall be free to sell the interest in the Partnership that was the subject of the notice of sale to the person, at the price and on the terms contained in the notice of transfer. Any such transfer shall only confer on "assignee's interest" in the Partnership.

(d) If the Partnership exercises the option granted to it in paragraph (b) of this section 9.3, the Limited Partner who gave the notice of transfer may, within ten days after receiving the Partnership's notice of exercise, cancel the transfer contemplated and notify the Partnership in writing of such action, in which event the option of the Partnership shall terminate and

the Limited Partner shall not transfer his or her interest except by again complying with this Article IX.

9.3 If it is determined by the Internal Revenue Service that a completed gift has not occurred as a result of an assignment to a third party who would be an assignee/limited partner, because of lacking of rights in the assignee, then the assignee is hereby granted such additional rights to cause a completed gift and assignment to a third person to have occurred. Any transfer to a third party shall always include a transfer of the pro rata capital interest similar to the share of profits.

9.4 Notwithstanding anything to the contrary contained herein, the Limited Partners, LOUIS R. BIANCULLI, CO-TRUSTEE and DORIS BIANCULLI, CO-TRUSTEE, individually, shall have the right to liquidate their interest in this Partnership at any time and receive from the Partnership the greater of their capital account or fair market value of their Partnership interest. This provision shall be applicable even if their interest is held in a Trust.

#### **ARTICLE X**

##### **DISSOLUTION**

10.1 WINDING UP OF PARTNERSHIP. Upon a voluntary dissolution, requiring written consent of at least 65% of all parties, general and limited, the Partnership shall commence to



share profits and losses during the period of liquidation in the same proportion as before the dissolution. The proceeds from the liquidation of Partnership assets shall be applied as follows:

(a) To payment of the creditors of the Partnership, other than the Partners, in the order of priority provided by law.

(b) To payment to the Partners for unpaid salaries, and for the credit balances, pro rata, in their drawing accounts.

(c) To payment to the Partners, pro rata, for the balances in their capital accounts.

If there is a deficit in the capital account of the General Partner after the liquidation of the interests of the Partners in the Partnership, within ninety days after the close of the Partnership fiscal year in which the liquidation occurs the General Partner shall contribute to the Partnership the amount of such deficit.

Notwithstanding the foregoing, the parties shall have, at any time, the unilateral right to liquidate the Partnership.

10.2 GAIN OR LOSS ON DISSOLUTION. Any gain or loss realized by the Partnership on the disposition of Partnership properties in liquidation shall be credited or charged, as the case may be, to the Partners in the proportion in which they share profits and losses as provided in section 6.1 hereof. Any property distributed in kind to the Partners in liquidation of their interests in the

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JESSIE L. DORR  
TALLAHASSEE, FLORIDA

Partnership shall be treated as though the property had been sold at its fair market value and the proceeds of the sale distributed.

10.3 COURT DISSOLUTION. The Partners agree that irreparable damage would be done to the goodwill and reputation of the Partnership if any Partner brought a court action to dissolve the Partnership. Accordingly, each Partner hereby waives and renounces the right to seek a court decree of dissolution or to seek a court appointed liquidator for the Partnership.

**ARTICLE XI**  
**ARBITRATION**

Any claim or controversy arising from the Partnership Agreement which cannot be resolved by the Partners shall be settled by arbitration under the rules of the American Arbitration Association, and any judgment from such arbitration may be entered in any court having jurisdiction.

GENERAL PARTNER:

L.D.L.E., INC.

BY: Louis R. Bianculli  
LOUIS R. BIANCULLI, PRESIDENT

LIMITED PARTNERS:


Louis R. Bianculli  
LOUIS R. BIANCULLI, CO-TRUSTEE  
OF THE LOUIS R. BIANCULLI  
REVOCABLE TRUST DATED JUNE  
23, 1989, AS RESTATED ON  
AUGUST 3, 1989.

Louis R. Bianculli  
LOUIS R. BIANCULLI, CO-TRUSTEE  
OF THE DORIS BIANCULLI REVOCABLE  
TRUST DATED JUNE 23, 1989.

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Family Limited Partnership Agreement was acknowledged before me this 11<sup>th</sup> day of October, 1995 by LOUIS R. BIANCULLI, PRESIDENT OF L.D.L.E., INC., LOUIS R. BIANCULLI, CO-TRUSTEE OF THE LOUIS R. BIANCULLI REVOCABLE TRUST DATED JUNE 23, 1989, AS RESTATED ON AUGUST 3, 1989 and LOUIS R. BIANCULLI, CO-TRUSTEE OF THE DORIS BIANCULLI REVOCABLE TRUST DATED JUNE 23, 1989, who are personally known to me or who have produced a valid Driver's License as identification and who did/did not take an oath.

Wendy Fabrikant  
NOTARY PUBLIC STATE OF Fla.  
Louis R. Bianculli  
LOUIS R. BIANCULLI

Name \_\_\_\_\_  
NOTARY PUBLIC  WENDY FABRIKANT  
MY COMMISSION # CC 434734  
EXPIRES: March 18, 1999  
Bonded Thru Notary Public Underwriters  
Serial Number (if any) \_\_\_\_\_

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1995 OCT 24 PM 2:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST THAT BIANCULLI FAMILY LIMITED PARTNERSHIP DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF HALLANDALE, STATE OF FLORIDA, HAS NAMED MICHAEL R. FABRIKANT AT 2500 EAST HALLANDALE BEACH BOULEVARD, SUITE 405, HALLANDALE, FLORIDA 33009, AS ITS AGENT TO ACCEPT PROCESS WITHIN FLORIDA.

SIGNATURE: *Louis R. Bianculli*  
LOUIS R. BIANCULLI, PRESIDENT OF  
L.D.L.E., INC./GENERAL PARTNER

*Louis R. Bianculli*  
LOUIS R. BIANCULLI, CO-TRUSTEE  
LIMITED PARTNER

DATED: October 11, 1995

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED FAMILY LIMITED PARTNERSHIP, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE: *Michael R. Fabrikant*  
MICHAEL R. FABRIKANT  
Resident Agent

DATED: October 11, 1995

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TALLAHASSEE  
FLORIDA

AFFIDAVIT

STATE OF FLORIDA )  
                          )  
COUNTY OF BROWARD)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BEFORE the undersigned, an officer duly commissioned by the laws of Florida, on this 11<sup>th</sup> day of October, 1995, personally appeared LOUIS R. BIANCULLI, CO-TRUSTEE OF THE LOUIS R. BIANCULLI REVOCABLE TRUST DATED JUNE 23, 1989, AS RESTATED ON AUGUST 3, 1989 and LOUIS R. BIANCULLI, CO-TRUSTEE OF THE DORIS BIANCULLI REVOCABLE TRUST DATED JUNE 23, 1989, the general partners/limited partners of the BIANCULLI FAMILY LIMITED PARTNERSHIP, who having been first duly sworn deposes and says:

1. That the total capital contributions for the limited partners are:

LOUIS R. BIANCULLI, TRUSTEE:                   \$ 1,250,000.00

DORIS BIANCULLI, TRUSTEE:                   \$ 1,250,000.00\*

\*and the amount anticipated to be contributed is \$ 2,500,000.00

Louis R. Bianculli  
LOUIS R. BIANCULLI, CO-TRUSTEE of  
the LOUIS R. BIANCULLI REVOCABLE  
TRUST DATED JUNE 23, 1989, AND AS  
RESTATED AUGUST 3, 1989.

Louis R. Bianculli  
LOUIS R. BIANCULLI, CO-TRUSTEE of  
the DORIS BIANCULLI REVOCABLE TRUST  
DATED JUNE 23, 1989.

SWORN and subscribed before me this 11<sup>th</sup> day of Oct., 1995.

I HEREBY CERTIFY that LOUIS R. BIANCULLI is personally known to me and that he signed the foregoing Affidavit in my presence on this 11<sup>th</sup> day of October, 1995.

Flowers Fabrikant  
NOTARY PUBLIC, State of Florida  
Name Flowers Fabrikant  
My Commission Expires March 18, 1998  
Dated This Notary Public Under Seal

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP  
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

**A9500001600**

**FILED**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1. Name of Limited Partnership <b>BIANCULLI FAMILY LIMITED PARTNERSHIP</b>		1a. DOCUMENT # <b>A9500001600</b>		DO NOT WRITE IN THIS SPACE	
Mailing Address <b>513 Palm Drive Hallandale, FL 33009</b>		Principal Office Address <b>513 Palm Drive Hallandale, FL 33009</b>		2. New Mailing Address, if Applicable Suite, Apt # etc <b>700001645167</b> <del>-11/27/95-01026-017</del> City, State & Zip <b>***576.25 ***576.25</b>	
3. Date Formed or Registered to Do Business in FLORIDA <b>October 24, 1995</b>		3a. Date of Last Report <b>n/a</b>		4. State or Country of Formation <b>Florida</b>	
5a. Capital Contributions as Shown on Record <b>\$2,500,000.00</b>		5b. Amount of Capital Contributions in FLORIDA to Date		6. FEI Number <b>65-0616900</b>	
		Applied For		7. CERTIFICATE OF STATUS REQUIRED <input type="checkbox"/>	
		Not Applicable			
8. FEES: 1.) Filing Fee: Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$437.50 2.) Supplemental Fee: \$138.75 (pursuant to section 607.193, F.S.) THE AMOUNT DUE SHALL BE NO LESS THAN \$191.25 (\$52.50 + \$138.75) AND NO MORE THAN \$576.25 (\$437.50 + \$138.75) Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee. MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE.			9. Name and Address of Current Registered Agent <b>Michael R. Fabrikant, Esquire 2500 E. Hallandale Beach Blvd. Suite 405 Hallandale, Florida 33009</b>		
			10. If changed, new Registered Agent/Office Name Street Address (P.O. Box Number is Not Acceptable) Suite, Apt # etc City <b>FL</b> Zip Code		
10a. Pursuant to the provisions of sections 620.1051 and 620.192, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s). I hereby accept the appointment of registered agent I am familiar with, and accept the obligations of section 620.192, Florida Statutes.					
SIGNATURE (Registered Agent Accepting Appointment) _____ DATE _____					
<b>A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.</b>					
11. Name(s) of General Partner(s) <b>L.D.L.E., Inc.</b>		11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers) <b>513 Palm Drive</b>		11b. City, State & Zip Code <b>Hallandale, FL 33009</b> <i>AR - \$437.50</i> <i>SP - \$138.75</i> <i>11-21-95(a)</i>	
				11c. Registry/Document Number <b>P95000078383</b>	
Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.					
12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(a)(4) Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(a) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee empowered to execute this report as required by chapter 620, Florida Statutes.					
SIGNATURE <i>Louis R. Bianculli</i>		Typed or Printed Name of General Partner Signing Form <b>Louis R. Bianculli</b>		DATE <b>NOV. 3, 1995</b> Telephone Number <b>(954) 454-6320</b>	

CR2E003 (6/95)