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January 25, 2000

VIA EXPRESS MAIL

Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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Re: Ranalli Family Partners, L.P.

Dear Sir or Madam:

Enclosed for filing is the original and one copy of the Certificate of Limited Partnership of Ranalli Family Partners, L.P.

Also enclosed is a check for \$227.50 payable to the Department of State, representing payment of your filing fee and the fee for a **certified copy** of the Certificate.

Please call me if you have any questions or require additional information.

Very truly yours,

CHARLES P. ABRAHAM

CPA/pk

Enclosures

cc: Mr. and Mrs. Robert J. Ranalli

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TALLAHASSEE, FLORIDA

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**CERTIFICATE OF LIMITED PARTNERSHIP
OF
RANALLI FAMILY PARTNERS, L.P.**

Pursuant to Chapter 620 of Title XXXVI of the Florida Statutes, as amended, in accordance with a Limited Partnership Agreement dated as of ^{JAN 2000 RAR} December 4 1999 (the "Limited Partnership Agreement"), for the purpose of forming the following described Florida limited partnership effective as of the effective date of this Limited Partnership Certificate (the "Limited Partnership") hereby certifies as follows:

- a. The name of the Limited Partnership is Ranalli Family Partners, L.P.
- b. The general character of the Limited Partnership's business is general investments.
- c. The address of the original registered office of the Limited Partnership in the State of Florida is c/o Robert J. Ranalli, 2923 Indigobush Way, Naples, Florida 34105, and the name of the original registered agent at that address in the State of Florida is Robert J. Ranalli.
- d. The names of the general partners of the Limited Partnership are Robert J. Ranalli and Mary Ann B. Ranalli, each of them having a principal place of business located at 2923 Indigobush Way, Naples, Florida 34105.
- e. The aggregate amount of cash and a description and statement of the agreed value of the other property or services contributed to the Limited Partnership by all partners are as follows:

The initial general partners and limited partners contributed cash and securities having a value in excess of Twenty Thousand Dollars (\$20,000.00).

f. The times at which or events on the happening of which any additional contributions agreed to be made by any partners are to be made as follows:

No such additional contributions are required.

g. The power of a limited partner to grant the right to become a limited partner to an assignee of any part of his, her or its partnership interest, and the terms and conditions of such power, are as follows:

No limited partner may transfer any of his, her or its Percentage Interest or any of his, her or its interest in the Partnership, except as otherwise specifically required or permitted by the Limited Partnership Agreement. Transfers may be made if:

- (i) the transferee executes a statement that he, she or it is acquiring the Percentage Interest for his, her or its own investment account and not with a view to distribution or resale thereof; and
- (ii) except in the case of a Transfer by Operation of Law, the transferee is acceptable to the General Partner in his, her or its sole discretion.

h. The times at which or the events on the happening of which a partner may terminate his, her or its membership in the Limited Partnership and the amount of, or method of determining the distribution to which he, she or it may be entitled respecting his, her or its partnership interest, and the terms and conditions of the termination and distribution, are as follows:

Upon the dissolution of the Partnership, and if it shall not be reconstituted, the assets of the Partnership shall be liquidated and distributed as follows:

- (i) All of the Partnership's debts and liabilities then owed to persons other than the Partners shall be paid and discharged, the necessary expenses of liquidation shall be paid, and reserves shall be established to provide for all contingent and future liabilities and potential liabilities of the Partnership (which reserves shall be distributed only upon the termination of all such contingencies);
- (ii) All debts and liabilities then owed to the Partners shall be paid and discharged, and reserves shall be established to provide for all contingent and future liabilities and potential liabilities of the Partnership to the Partners (which reserves shall be distributed only upon termination of all such contingencies); and
- (iii) The remaining assets shall be distributed to the Partners in accordance with their positive capital account balances.

i. The rights of a partner to receive distributions of property, including cash, from the Limited Partnership, are as follows:

From time to time as the General Partner shall deem it appropriate in his, her or its sole discretion, the Partnership may distribute the Net Cash Flow to the Partners. Any cash or other property not so distributed shall remain an asset of the Partnership. Any such distributions shall be made to the Partners in accordance with their Percentage Interests.

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j. The rights of a partner to receive, or of the general partner to make, distributions to a partner which include a return of all or part of such partner's contribution, are as follows:

The Partners are not entitled to receive distributions except as set forth in paragraph i above.

k. The times at which or events upon the happening of which the Limited Partnership is to be dissolved and its affairs wound up are as follows:

- (i) The Partnership shall be dissolved on December 31, 2035 or, if earlier upon the earliest to occur of:

- a) The written election by the General Partner to dissolve and wind up the affairs of the Partnership for any reason by the General Partner in his, her, or its sole discretion;
- b) Subject to the voting rights of the Limited Partners, the death, insanity, incompetency, or bankruptcy of the General Partner or his, her or its voluntary withdrawal as General Partner; or
- c) Upon an entry of an order or judgment of dissolution under Florida law.

I. The rights of the remaining general partners to continue the business of the Limited Partnership on the happening of an event or withdrawal of a general partner is as follows:

The business of the Limited Partnership may be continued by vote of the Limited Partners and the General Partner (to the extent he, she or it holds a Percentage Interest in the Partnership as a Limited Partner).

There are no other matters which the partners have determined to include in this Certificate.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the Jan 2000 day of January, 2000 ^{PR}_{MaBR}

GENERAL PARTNERS

Robert J. Ranalli
ROBERT J. RANALLI

Mary Ann B. Ranalli
MARY ANN B. RANALLI

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