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H. DOUGLAS POWELL, P.A.

6950 Cypress Road
Suite 103
Plantation, Florida 33317
(954) 583-8600

April 18, 2000

Florida Department of State
Div. of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

RE: Filing of **MARGARET K. RITCHIE FAMILY PARTNERSHIP, LTD.**

Dear Sir / Madam:

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-04/21/00--01120--008
***1785.00 ***1785.00

Enclosed please find the following:

1. One check for Filing Fee (\$1750.00) and Registered Agent fee(\$35.00) totaling \$1785.00
2. Certificate of Limited Partnership for the **MARGARET K. RITCHIE FAMILY PARTNERSHIP, LTD.**
3. Certificate Designating Place of Business and Registered Agent
4. Affidavit of Capital Contributions for Florida Limited Partnership

Please file , record and acknowledge these documents as soon as possible. If you have any questions, please call me immediately.

Sincerely,


H. Douglas Powell
1-800-741-4529

mtu
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HDP/dp
enclosures (4)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF LIMITED PARTNERSHIP

Pursuant to Florida Statutes §620.108, the undersigned Partners hereby make, acknowledge, and file this Certificate of Limited Partnership for the MARGARET K. RITCHIE FAMILY PARTNERSHIP, Ltd. hereinafter referred to as the Partnership.

1. The name of the Partnership is the MARGARET K. RITCHIE FAMILY PARTNERSHIP, Ltd.

2. The mailing address of the Partnership shall be located at 6950 Cypress Road, Suite 103, Plantation, Florida 33317, or at such other place or places as the General Partners may, from time to time, determine.

3. The agent for service of process for this limited partnership shall be H. Douglas Powell whose office address and address for service of process is 6950 Cypress Road, Suite 103, Plantation, Florida 33317

4. The name of and business address of each General Partner is as follows

- (a) MARGARET RITCHIE
134 N.W. 13th Avenue, Miami, Florida 33125-5612
- (b) JOHN A. RITCHIE
1011 Peck Road, Hilton, New York 14468-9306

An affidavit regarding the respective capital contributions of the Limited Partnership is attached as Exhibit "A".

5. The Partnership and the limitation of the liability of the Limited Partners shall commence when filed and continue until December 31, 2049, unless sooner terminated in accordance with the Agreement of Limited Partnership.

6. The initial purpose of the Partnership shall be to own, hold, build upon, maintain, sell, lease, exchange or otherwise conduct business with respect to real property and tangible or intangible personal property located either within the State of Florida or outside the State of Florida, and to purchase, sell, own, acquire an interest of any kind and description, in any real or personal property located within or without the State of Florida; dispose of, mortgage, refinance or otherwise encumber all or any part of the aforescribed property; and to conduct such other activities as may be necessary or incidental to the foregoing, all on the terms and conditions herein set forth; or otherwise conduct business with respect thereto and to do all things reasonably incident thereto. Without limiting the foregoing, the Partnership may acquire the ownership or other interest in the stock of corporations, general or limited partnership interests or other business entity interests, may do any act or accomplish any business or investment purpose as determined by the General Partners, without any limitation or restriction whatsoever, and may alter or amend the purpose of the Partnership

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consistent with the provisions of the Florida Revised Uniform Limited Partnership Act (1986).

7. The Limited Partners have no responsibility or liability for additional contributions to the capital of the Partnership.

8. The contribution of each Partner is to be returned upon termination of the Partnership or in accordance with the Agreement of Limited Partnership.

9. Net profits and losses of the Partnership for any year shall be allocated to Partners in accordance with the Agreement of Limited Partnership.

10. The Limited Partner can substitute an assignee as a Limited Partner in his place only in accordance with the Agreement of Limited Partnership.

11. No right is given to any Partner to admit additional Limited Partners except with the consent of all of the Partners in accordance with the Partnership Agreement.

12. The Limited Partners have no priority upon dissolution of the Partnership, or upon the liquidation of Partnership assets and application of any resultant funds shall be in accordance with the Agreement of Limited Partnership.

13. A General Partner may substitute an entity in his or her place as General Partner or add another person or persons as an additional General Partner only upon obtaining the written consent of all other Partners. Notwithstanding the other provisions of this section a General Partner shall be prohibited from transferring his or her interests if such transfer would in any way jeopardize the limited liability of the Limited Partners or the tax status of the Partnership as a partnership.

Pursuant to Florida Statutes §620.124, the withdrawal, assignment of a General Partnership Interest, death, adjudication of bankruptcy, incompetency or insolvency of any of the General Partners (other than the last remaining or surviving General Partner) shall not dissolve the Partnership.

In the event of the withdrawal of an individual, dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency of an entity, the Partnership shall not dissolve, but shall continue with any remaining General Partner succeeding to the rights and obligations of the General Partners as aforesaid. In the event of the withdrawal, death, dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency or incompetency of the last remaining General Partner, the Limited Partners may, by vote of a majority of the Limited Partners, within ninety (90) days after written notice of such event, elect to continue the business of the Partnership and designate a new General Partner(s) who shall consent to and accept such designation as of the date of such event. The election of such new General Partner(s) shall not be deemed a termination of the Partnership. The new General Partner(s) shall forthwith execute and record an amendment to the Certificate of Partnership to evidence the election as required by the appropriate governing law.

One of the General Partners under the Partnership is MARGARET RITCHIE, Trustee of the MARGARET RITCHIE REVOCABLE LIVING TRUST, dated March 23, 2000. If such Trust is amended, or if under the terms of such Trust a different or successor Trustee represents such Trust, such amendment or change of Trustee shall not be deemed a change of the General Partners hereunder, and such Trust, so amended, with its then Trustee(s), shall continue to act as the General Partner hereunder without an act or vote by any Partner permitted or required.

If by reason of transfer, succession or otherwise, there shall be at any time more than one general partner acting as such hereunder at the same time, then a majority vote shall be required of such General Partners for all Partnership matters unless otherwise expressly stated herein or in the Agreement.

14. No right is given the Limited Partner to demand or receive property other than cash in return for his contribution.

15. The General Partners shall render services as General Partner to the Partnership, and in return for such services shall be paid reasonable compensation for any and all such services rendered.

In order to permit the General Partners to perform their functions and to carry out their responsibilities under this Agreement, a majority of the General Partners shall have the authority on behalf of the Partnership to conduct any and all partnership business including, by way of illustration, and not of limitation, the authority to establish, maintain and draw upon checking and other accounts in the name of the Partnership in such bank or banks as the General Partners may from time to time select; negotiate, enter into and execute any and all contracts, or contracts for the operation and management of Partnership business necessary, desirable or convenient with respect to the Partnership, whether or not the term such contracts (including the renewal term, if any) shall extend beyond the date of the termination of the Partnership; execute any notification, statements, reports, returns and other filings that are necessary or desirable to be filed with any state or federal agency, commission or authority, including any state or federal securities commission; make any tax elections available to the Partnership pursuant to §1.754 and §1.743(b) of the Regulations under the Internal Revenue Code of 1986, as amended, or similar provisions of like tenor; execute, acknowledge and deliver any and all instruments which are necessary to effectuate any of the foregoing or otherwise desirable; sell, buy, exchange, dispose of, acquire, transfer, lease or otherwise alienate, or to convey title to and/or grant an option for the sale or purchase of all or any portion of the real or personal property of the Partnership, to the extent such is permitted by this Agreement including any mortgage or lease-hold or other interest; lease all or any portion of such real or personal property and without limit as to the term, whether or not such term (including renewal term, if any) shall extend beyond the termination of the Partnership, whether or not the property so leased is to be occupied by the lessee, or in turn, sublet in whole or in part to others; margin securities, borrow money and, as security, to mortgage, including second mortgage, or pledge all or any part of the Partnership's assets obtain replacements for any such mortgage or mortgages, and to repay in whole or in part, to refinance, recast, increase, modify, consolidate, correlate or extend any mortgage(s) or liens affecting

such Partnership assets, all the foregoing at such price, rental or amount and for cash, securities or other property and upon such terms as they seem proper; place on record the title of such assets in the name or names of a nominee or nominees for the purpose of financing or any other convenience or benefit of the Partnership; subordinate the equity in Partnership assets to obligations of others; employ accountants, attorneys and other persons, firms corporations or entities, on such terms and for such compensation as they shall determine; purchase other property within the Partnership; and enlarge the Partnership purpose. The General Partners may arrange for facsimile signatures for themselves in executing any writing on behalf of the Partnership. By way of illustration of the foregoing (and not of limitation) the General Partners shall possess all of the powers and rights of partners of a Partnership without limited partners under the Uniform Partnership Law of the State of Florida. Such powers are granted to the General Partners to assist the General Partners in carrying out the specific purposes of the Partnership and for no other purposes and the exercise of such powers shall not require the approval of the Limited Partners.

IN WITNESS WHEREOF, the General Partners have hereunto set their hands and seals as of the 12 day of April, 2000.

GENERAL PARTNERS:



MARGARET RITCHIE



JOHN A. RITCHIE

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TALLAHASSEE, FLORIDA

**STATE OF FLORIDA
DEPARTMENT OF STATE**

Certificate Designating Place of Business or Domicile for the Service of Process Within This
State, Naming Agent Upon Whom Process May be Served.

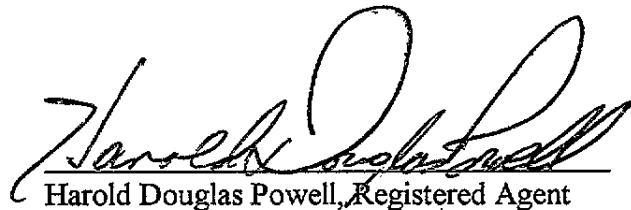
Harold Douglas Powell

The following is submitted, in compliance with Chapter 48.091, Florida Statutes:

The MARGARET K. RITCHIE FAMILY PARTNERSHIP, Ltd., is a limited partnership organized under the laws of the State of Florida, with its principal office at 6950 Cypress Road, Suite 103, Plantation, Florida 33317, in the County of Broward, State of Florida, has named Harold Douglas Powell, whose address is 6950 Cypress Road, Suite 103, Plantation, Florida 33317, as its agent to accept service of process within this state.

ACCEPTANCE:

I agree as Resident Agent to accept Service of Process; to keep the office open during prescribed hours; to post my name (and any other officers of said corporation authorized to accept service or process at the Florida designated address) in some conspicuous place in office as required by law.


Harold Douglas Powell, Registered Agent

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**AFFIDAVIT DECLARING AMOUNT OF
CAPITAL CONTRIBUTIONS TO LIMITED PARTNERS
PURSUANT TO §620.108, FLORIDA STATUTES**

**STATE OF FLORIDA)
COUNTY OF BROWARD)**

The undersigned, under oath, say:

The total agreed values of capital contributions of limited partners of the MARGARET K. RITCHIE FAMILY PARTNERSHIP, Ltd. and the amount anticipated to be contributed to the limited partners thereto is as follows:

<u>Limited Partner:</u>	<u>Percentage</u>	<u>Agreed value of capital contribution</u>
MARGARET RITCHIE	99.00%	\$886,173.75
TOTAL		\$886,173.75

AFFIANTS FURTHER SAYETH NAUGHT.

Margaret Ritchie
MARGARET RITCHIE
John A Ritchie
JOHN A. RITCHIE

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CLERK OF DISTRICT COURT
STATE OF FLORIDA
TALLAHASSEE

SWORN TO and SUBSCRIBED BEFORE ME, by MARGARET RITCHIE, individually, who is personally known to me or who has produced FL Driver License as identification, this 12 day of April, 2000.

NOTARY PUBLIC:



Harold Douglas Powell
Commission # GC 841880
Expires June 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Harold Douglas Powell
Sign above and Print Name
Here: HAROLD DOUGLAS POWELL
My commission number, if any, is:

SWORN TO and SUBSCRIBED BEFORE ME, by JOHN A. RITCHIE, individually and who is personally known to me or who has produced New York Dr License as identification, this 12 day of April, 2000.

NOTARY PUBLIC:



Harold Douglas Powell
Commission # GG 841880
Expires June 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Harold Douglas Powell

Sign above and Print Name

Here: HAROLD Douglas POWELL

My commission number, if any, is:

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