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Division of Corporations
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To:

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Fax Number (850)922-4003

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850)521-1000
Fax Number : (850)521-1030

FLORIDA LIMITED PARTNERSHIP

LOVAS REALTY ASSOCIATES L.P.

Certificate of Status	0
Certified Copy	0
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00 DEC 29 PM 5:05
SECRETARY OF STATE
DIVISION OF CORPORATIONS

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LOVAS REALTY ASSOCIATES, Limited Partnership

dated December 28, 2000

among

LOVAS ASSOCIATES, LLC

General Partner

and

STEPHEN LOVAS, JR.

Limited Partner

H000000677435

Prepared by James R. Strull, Esq., 32 Mercer Street, Hackensack, New Jersey 07601.


JAMES R. STRULL00 DEC 29 PM 5:05
STATE DEPT OF STATE
DIVISION OF CORPORATIONS**CERTIFICATE OF LIMITED PARTNERSHIP
OF****LOVAS REALTY ASSOCIATES, LIMITED PARTNERSHIP**

KNOW THAT, LOVAS ASSOCIATES, LLC, a limited liability company, having an address at 2283 Marseilles Drive Palm Beach Gardens, Fl 33410 ("General Partner"), and Stephen Lovas, Jr. having an address at 2283 Marseilles Drive Palm Beach Gardens, Fl 33410 (hereinafter referred to as "Limited Partners"). **DO HEREBY CERTIFY THAT:**

1. The name of the Partnership is "LOVAS REALTY ASSOCIATES,Limited Partnership."
2. The character of the business of the Partnership is to own and manage certain real and personal property, as the General Partner may acquire for the Partnership, and to conduct any other legal business. The General Partner may incur indebtedness, secured and unsecured; to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Partnership; and to carry on any other activities necessary to, in connection with or incidental to the foregoing, as the General Partner in its discretion may deem desirable.
3. The location of the principal place of business of the Partnership is 2283 Marseilles Drive, Palm Beach Gardens Fl 33410. The General Partner is the agent of the Partnership for the service of process at said address.
4. The Partnership hereby designates Stephen Lovas, Jr., whose post office address is 2283 Marseilles Drive, Palm Beach Gardens Fl 33410 as the Registered Agent of the Partnership for the service of process.
5. The name and address of the General Partner are: LOVAS ASSOCIATES, LLC, a limited liability company, having an address at 2283 Marseilles Drive, Palm Beach Gardens Fl 33410 ("General Partner"). The names and address of the Limited Partner is: Stephen Lovas, Jr. having an address at 2283 Marseilles Drive, Palm Beach Gardens Fl 33410 (hereinafter referred to as "Limited Partners").
6. The General Partner has contributed to the capital of the Partnership \$1,000. The Limited Partner has contributed to the capital of the Partnership the amount set forth opposite his name below:

Stephen Lovas, Jr. -- \$1,000.00

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7. No additional contributions have been agreed to be made by the Limited Partners.

8. As used in the Limited Partnership Agreement, the term "Partners' Percentage Interests" means the percentages set forth opposite the name of each Partner below:

<u>General Partner</u>	<u>Percentage Interest</u>
LOVAS ASSOCIATES, LLC 201000000	3%
<u>Limited Partners</u>	<u>Percentage Interest</u>
STEPHEN LOVAS, JR.	97%

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During each fiscal year, the net profits and net losses of the Partnership and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Partner in proportion to the Partners' Percentage Interests.

The net profits of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital account of the Partners in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Partners in proportion to the Partners' Percentage Interests. The net losses of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Partners are in excess of the original contributions of such Partners, in proportion to each excess balances in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Partners in proportion to the Partners' Percentage Interests.

The cash receipts of the Partnership shall be applied in the following order of priority: (a) to the payment by the Partnership of amounts due on debts and liabilities of the Partnership other than to any Partner, and operating expenses of the Partnership; (b) to the payment of interest and amortization due on any loan made to the Partnership by any Partner; (c) to the establishment of cash reserved determined by the General Partner to be necessary or appropriate, including without limitation reserves for the operation of the Partnership's business, taxes and contingencies; and (d) to the repayment of any loans made to the Partnership by any Partner. Thereafter, the cash receipts of the Partnership shall be distributed among the Partners as provided in the Limited Partnership Agreement.

Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts of the Partnership, other than from capital transactions, shall be allocated among the Partners in proportion to the Partners' Percentage Interests.

Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts from capital transactions shall be allocated in the following order of

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priority: (a) to the Partners in proportion to their respective capital accounts until each Partner has received cash distributions equal to any positive balance in his capital account; then (b) to the Partners in proportion to the Partners' Percentage Interests.

9. The contributions of the Limited Partners are to be returned upon the dissolution of the Partnership, to the extent the Partnership has funds available therefor, or, subject to the limitations imposed by law, at such earlier time as may be determined by the General Partner in accordance with the Limited Partnership Agreement.

10. No Limited Partner is given any right to demand or receive property other than cash in return of his capital contribution, provided, however, that in the event of the liquidation of the Partnership there may be distributed property of the Partnership in kind to the Limited Partners in return for their capital contributions, as is more particularly set forth in the Limited Partnership Agreement.

11. No Limited Partner has the right to substitute an assignee as a Limited Partner in his place except with the consent of the General Partner and in accordance with the terms and conditions of the Limited Partnership Agreement. The Limited Partnership Agreement includes a right of first refusal if a Partner desires to assign or transfers any interest in the Partnership.

12. The General Partner has not been given the right to admit additional Limited Partners into the Partnership.

13. The term of Partnership shall continue until December 31, 2050, unless sooner terminated pursuant to the terms and conditions of the Limited Partnership Agreement. The Partnership shall terminate upon the occurrence of any of the following: the disposition of all or substantially of the assets of the Partnership; the decision of the General Partner with the consent of the Limited Partners holding a majority in interest of the Limited Partners' interests hereunder; or any other event which pursuant to the Limited Partnership Agreement shall cause a termination of the Partnership.

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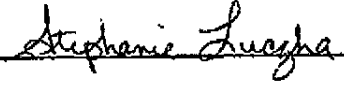

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IN WITNESS WHEREOF, the undersigned have executed this Certificate on
December 28, 2000.

In the presence of:

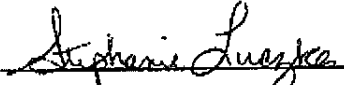
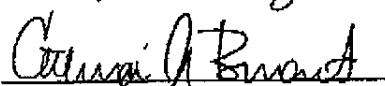
LOVAS ASSOCIATES, LLC

By 
Stephen Lovas, Jr.
Member

In the presence of:


Stephen Lovas, Jr.

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STATE OF NEW JERSEY
COUNTY OF BERGEN00 DEC 29 11:50
CLERK OF SUPERIOR COURT
DIVISION OF CORPORATIONS

The foregoing instrument was acknowledged, subscribed and sworn to before me by the STEPHEN LOVAS, JR., who being duly sworn, did depose and acknowledge that he is a manager/member of LOVAS ASSOCIATES, LLC, the limited liability company described in and which executed the foregoing agreement, that he had the authority to execute said agreement and that signed, sealed and delivered said Agreement in the name of LOVAS ASSOCIATES, LLC and who X is personally known to me or has produced the following identification:
 , and by , who is personally known to me or has produced the following identification:
 , and by , who Y is personally known to me or has produced the following identification:
 has produced the following identification:
 2000.

Helen Skirptunas
HELEN SKIRPTUNAS

HELEN SKIRPTUNAS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/16/2002

Personally Known Y OR Produced Identification
Type of Identification Produced:

STATE OF NEW JERSEY
COUNTY OF BERGEN

The foregoing instrument was acknowledged, subscribed and sworn to before me by STEPHEN LOVAS, JR., who Y is personally known to me or has produced the following identification:
 , and by , who X is personally known to me or has produced the following identification:
 , and by , who is personally known to me or has produced the following identification:
 the witnesses, on December 28, 2000.

Helen Skirptunas
HELEN SKIRPTUNAS

HELEN SKIRPTUNAS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/16/2002

Personally Known Y OR Produced Identification
Type of Identification Produced:

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12/28/2000 18:15 732-789-4351

STEPHEN LOVAS

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FROM : KUDMAN TRACHTEN K T & N

FAX NO. : 201-497-5438

Dec. 28 2000 06:03PM P2

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LOVAS REALTY ASSOCIATES, Limited Partnership**CONSENT OF REGISTERED AGENT**

The name and the Florida street address of the registered agent are:

Stephen Lovas, Jr.
2283 Marseilles Drive
Palm Beach Gardens, Florida, 33410

Having been named as registered agent and to accept service of process for the above stated limited partnership at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided in Chapter 609, F.S.


Stephen Lovas, Jr.

00 DEC 29 PM 5:05
SECRETARY OF STATE
DIVISION OF CORPORATIONS

12/28/2000 18:15 732-780-4351

FROM : KUDMAN TRACHTEN K T & N

FAX NO. : 201-487-6458

Dec. 28 2000 06:02PM P3

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AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR LOVAS REALTY ASSOCIATES, Limited Partnership

The undersigned constituting all of the general partners of LOVAS REALTY ASSOCIATES, a Florida Limited Partnership certify:


The amount of capital contributions to date of the limited partners is \$100.00.

The total amount contributed and anticipated to be contributed by the limited partners at this time totals \$5,000.00.

Signed this 28th day of December, 2000.

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I (we) declare that I (we) have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.


Lovas Associates, LLC
By: Stephen Lovas, Jr.

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