CCRS 103 N. MERIDIAN STREET LIWERLY LUNCON TALLAHASSEE, FL 323

FILING COVER SHEET ACCT. #FCA-14

CONTACT:	CINDY HI	ICKS	3000035381535 -01/16/0101034018 ***1837.50 ***1837.50
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() ANNUAL REPORT		() TRADEMARK/SERVICE MARK	() FICTITIOUS NAME
() FOREIGN QUALIFIC	ATION	LIMITED PARTNERSHIP	() LIMITED LIABILITY
() REINSTATEMENT		() MERGER	() WITHDRAWALT ()
() CERTIFICATE OF CA	ANCELLATION	() UCC-1	()UCC3
() OTHER:			
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STATE FEES PREPAID WITH CHECK# 2304 FOR \$ 1837.50			
AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:			
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COST LIMIT: \$			
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PLEASE RETUR	N:		11011
(CERTIFIED COPY	() CE	RTIFICATE OF GOOD STANDING	() PLAIN STAMPED COPY
() CERTIFICATE OF	STATUS		
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Examiner's Initials		.' \17	

CERTIFICATE OF LIMITED PARTNERSHIP

BEAU CIEL, LTD., a Florida limited partnership

Each undersigned general partner desiring to form a limited partnership Part pursuant to the Florida Revised Uniform Limited Partnership Law as set forth in Chapter Florida Statutes, does hereby state the following:

1. The name of the Partnership is:

BEAU CIEL, LTD.

2. The mailing address of the Partnership is:

1258 N. Palm Avenue Sarasota, Florida 34236

3. The principal office address of the Partnership is:

1258 N. Palm Avenue Sarasota, Florida 34236

4. The name and address of the registered agent of the Partnership is:

Charles E. Githler, III

1258 N. Palm Avenue Sarasota, Florida 34236

5. The name and address of each general partner of the Partnership is:

Stanley B. Kane, as Trustee of the Stanley B. Kane Revocable Trust u/a/d 3/14/89, as amended

539 Norsota Way Sarasota, Florida 34242

Daniel Kane, as Trustee of the Daniel Kane Revocable Trust u/a/d 4/6/89, as amended 614 S.Owl Street Sarasota, Florida 34236

Charles E. Githler, III, as Co-Trustee of the Charles E. Githler, III Revocable Trust, u/a/d 5/7/96, as amended and restated 1258 N. Palm Avenue Sarasota, Florida 34236

- 6. The Partnership shall have a perpetual existence, except as otherwise provided by law or in accordance with the Limited Partnership Agreement.
- 7. The effective date of this Partnership shall be the effective date of the filing of this Certificate of Limited Partnership with the Department of State.

The execution of this Certificate of Limited Partnership by each undersigned general partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true

WITNESSES:

STANLEY B. KANE REVOCABLE TRUST

u/a/d 3/14/89, as amended

By.

Stanley B. Kane, Trustee

"GENERAL PARTNER"

DANIEL KANE REVOCABLE TRUST u/a/d 4/6/89, as amended

By Saniel Sta

Daniel Kane, Trustee

"GENERAL PARTNER"

CHARLES E. GITHLER, III REVOCABLE TRUST u/a/d 5/7/96, as amended and restated

y. Than I. Von

Charles E. Githler, III, Co-Trustee

"GENERAL PARTNER"

"Loury W Eveles

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

BEAU CIEL, LTD., a Florida limited partnership

Having been named to accept service of process for BEAU CIEL, LTD., a Florida limited partnership, at the place designated in the foregoing Certificate of Limited Partnership, 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, and I accept the duties and obligations of Section 620.192 of the Florida Statutes.

Date: 1/12/01

Charles E. Githler, III

"REGISTERED AGENT"

STATE OF FLORIDA COUNTY OF SARASOTA

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

BEAU CIEL, LTD., a Florida limited partnership

BEFORE ME, the undersigned Notary Public, personally appeared each undersigned general partner of BEAU CIEL, LTD., a Florida limited partnership, ("Partnership,") who, upon being duly sworn, certified as follows:

- 1. The amount of the capital contributions of the limited partners of the Partnership is: \$1,000,000.00.
- 2. The amount of additional capital contributions of the limited partners of the Partnership anticipated is: \$0.

Under penalties of perjury, we declare that we have read the foregoing and that the facts alleged are true, to the best of our knowledge and belief.

WITNESSES:

STANLEY B. KANE REVOCABLE TRUST u/a/d 3/14/89, as amended

By: / Cura

"GENERAL PARTNER"

DANIEL KANE REVOCABLE TRUST u/a/d 4/6/89, as amended

Daniel Kane, Trustee

"GENERAL PARTNER"

u/a/d 5/7/96, as amended and restated Ula Weller-Nancy W. Evenden Charles E. Githler, III, Co-Ti "GENERAL PARTNEI The foregoing instrument was acknowledged before me, this day of , by as Stanley B. Kane, as Trustee of the Stanley B. Kane Revocable Trust u/a/d 3/14/89, as amended, as general partner of BEAU CIEL, LTD., a Florida limited partnership, who is personally known to me and who did not take an oath. Notary Public OFFICIAL SEA Print Name Gatha K. Mil Horn Netary Public State of Florida Commission # CC 873620 My Commission Expires Comm. Exp. Nov The foregoing instrument was acknowledged before me, this Diff day of 200), by as Daniel Kane, as Trustee of the Daniel Kane Revocable Trust 1/a/d 4/6/89, amended, as general partner of BEAU CIEL, LTD., a Florida limited partnership, who is personally known to me and who did not take an oath. Notary Public OFFICIAL SEA GATHA K. MILHORN Print Name State of Florida Commission # CC 873620 Comm. Exp. Nov. 1, 2003 My Commission Expires The foregoing instrument was acknowledged before me, this 12m day of 9 musus 2001, by as Charles E. Githler, III, as Co-Trustee of the Charles E. Githler, III Révocable Trust u/a/d 5/7/96, as amended and restated, as general partner of BEAU CIEL, LTD., a Florida limited partnership, who is personally known to me and who did not take an oath. Chan P

CHARLES E. GITHLER, III REVOCABLE TRUST

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My Commission Expires_

file no. 5132-9