

A0100000510

J. C. WINTERRINGER, ATTORNEY, P.C.
ATTORNEY-AT-LAW
200 MAIN - P.O. BOX 69
CHAWNEE, OKLAHOMA 74801

PHONE: 405-275-0881
FAX: 405-275-0107

March _____, 2001

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

200003892362--7
-03/22/01--01040--019
*****540.75 *****540.75

RE: Texida, Melbourne No. 1,
a limited partnership

Gentlemen:


200003892362--7
-04/09/01--01133--003
*****35.00 *****35.00

Find enclosed for filing with your office the following documents:

1. Two copies of fully executed Articles of Limited Partnership
2. Two copies of fully executed Certificate of Limited Partnership
3. Two copies of fully executed Affidavit of Capital Contributions.

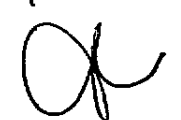
We have also attached our client's check in the amount of \$540.75 which includes the filing fee calculated as being \$532.00 plus \$8.75 for a certificate under seal. A business reply envelope is provided for your use in returning a copy of the file-stamped articles to our office. Should you have any questions, feel free to contact Donna toll-free at 1-888/494-6826 ext. 105. Thank you for your assistance.

Yours very truly,


J. C. Winterringer

JCW:djm

FILED
APR 10 PM 5:00
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

A01-510




FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 27, 2001

J.C. WINTERRINGER
PO BOX 1809
SHAWNEE, OK 74801

SUBJECT: TEXIDA, MELBOURNE NO. 1, A LIMITED PARTNERSHIP
Ref. Number: W01000006843

We have received your document for TEXIDA, MELBOURNE NO. 1, A LIMITED PARTNERSHIP and check(s) totaling \$540.75. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$35.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

LIMITED PARTNERSHIP CERTIFICATE/APPLICATION BASIC FEES

Filing fees \$52.50 minimum - \$1750 maximum
Registered Agent Designation \$35

The filing fee is based on the total amount contributed and anticipated to be contributed by the limited partners as shown in the affidavit at a rate of \$7 per \$1000. The filing fee for an Application to Register a Foreign Limited Partnership is based on the total amount contributed by the limited partners allocated for the purpose of transacting business in the State of Florida at a rate of \$7 per \$1000.

Certified Copy (15 pages or less, \$1 for each additional page after initial 15 pages)	\$52.50
Registered Agent/Office Change Name Reservation (120 days nonrenewable)	\$35
Amendment (other than specified)	\$35
Affidavit Decreasing Contributions	\$52.50
Affidavit Increasing Contributions \$7 per \$1000 on increase only (\$52.50 minimum-\$1750 maximum)	\$52.50
Certificate of Status or Fact	\$8.75
Cancellation	\$52.50
Resignation of Registered Agent	\$87.50
LP Annual Report/Uniform Business Report	

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21 APR 10 PM 5:00
TAMPA, FLORIDA

\$7 per \$1000 of invested capital
(\$52.50 minimum - \$437.50 maximum)
plus Supplemental Fee of \$138.75
Reinstatement

(\$500 for each year or part thereof the
partnership was revoked plus the delinquent
annual report/uniform business report fees)

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
(850) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 501A00018277

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01 APR 19 PM 5:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF LIMITED PARTNERSHIP

This agreement of limited partnership of Texida, Melbourne No. 1, a limited partnership, made this ____ day of February, 2001, between the following partners in their respective capacities:

<u>NAME/ADDRESS</u>	<u>TYPE OF PARTNERSHIP</u>
Craig Vinci 909 Garden Brook Court SE Palm Bay, FL 32909	General
Texida Fast Foods, Inc. P. O. Box 1002 Paris, TX 75460	Limited
Daniel Beberstein 2200 Green Stone Drive Arlington, TX 76001	Limited
Henry Howell 2003 Hutchings Ballinger, TX 76821	Limited

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21 APR 19 PM 5:00
SECRETARY OF STATE
TAMU

R E C I T A L S:

1. The general and limited partners desire to enter into the drive-in restaurant business located at 4011 N. Wickham Road, Melbourne, Florida, 32935.

2. General partner desires to manage and operate the business.

3. The limited partners desire to invest in the business and limit their liabilities.

4. Limited Partner's Contribution to Partnership. The General and Limited Partners acknowledge that prior to the execution of this agreement, Texida Fast Foods, Inc. was responsible for the negotiating and securing the location, construction of the building, ownership or lease of the real estate on which the restaurant operated by the partnership is located, and that Texida Fast Foods, Inc. either owns, guarantees, or has secured all of the financing for said real estate and

partnership financing, without which this partnership could not exist.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. General Provision. The limited partnership is organized pursuant to the limited partnership law of the State of Florida, and the rights and liabilities of the general and limited partners shall be as provided therein, except as otherwise expressly stated.

2. Name of Partnership. The name of the partnership shall be Texida, Melbourne No. 1, a limited partnership.

3. Business of Partnership. The business of the partnership shall be for the purpose of operation of one (1) drive-in restaurant. The ownership of the land and buildings at the above address shall not be included in the assets of the partnership.

Other restaurants owned by any of the parties hereto shall not constitute any part of the operations of the limited partnership.

4. Term of Partnership. The term of the partnership shall be effective on execution of this agreement and shall continue by mutual agreement of the parties. Said partnership shall terminate at the time the real property lease for the premises on which said restaurant is located terminates. In event the general partner negotiates a new lease for the same premises, this partnership shall continue for the term of any new lease so negotiated. The parties hereto agree that the partnership may be dissolved at any time upon the unanimous written consent of all partners.

5. Registered Agent and Principal Office. The principal office shall be 909 Garden Brook Court SE, Palm Bay, Florida, 32909. The registered agent for service of process shall be Craig Vinci and his address is 909 Garden Brook Court SE, Palm Bay, Florida, 32909, which shall be the registered office.

6. Capital Contributions of General Partners. The capital contributions of the general partners shall be as follows:

<u>General Partner</u>	<u>Contribution</u>	<u>Percentage</u>
Craig Vinci	\$ 24,000.00	24%

7. Capital Contribution of Limited Partners. The limited partners shall be as shown below. The contribution of the limited partners has been made prior to execution of this agreement.

<u>Limited Partner</u>	<u>Contribution</u>	<u>Percentage</u>
Texida Fast Foods, Inc.	\$ 70,000.00	70%
Daniel Beberstein	\$ 3,000.00	3%
Henry Howell	\$ 3,000.00	3%

Receipt of the above capital contributions from each of the partners is acknowledged by the partnership.

No limited partner has agreed to contribute any additional cash or property as capital for use of the partnership except as provided by paragraph 11 or paragraph 16.

8. Duties and Rights of Partners. The general partner shall have full management of the partnership.

9. Salary and Duties of Manager. The general partner shall be entitled to pay a salary from partnership funds to the manager. The general partner shall receive no compensation except as provided by paragraph 11.

The manager shall manage the restaurant full-time and be responsible for the day-to-day policy, employment, and operation of the restaurant. The general partner shall assist the manager and be responsible for any trouble area the manager may encounter and shall determine general policy of the partnership.

10. Limitations on Distribution of Profits. The general partner shall have the right, except as hereinafter provided, to determine whether from time to time the partnership profits shall be distributed in cash or shall be left in the business. In no event shall the capital account of each partner be decreased below the original total contribution of all partners, except in event of loss, in which case the capital account of each partner shall be decreased as follows:

<u>Name of Partner</u>	<u>Percentage</u>
Craig Vinci	24%
Texida Fast Foods, Inc.	70%
Daniel Beberstein	3%
Henry Howell	3%

11. Profits and Losses for Partners. Limited and general partners shall be entitled to receive a share of the profits proportionate to their share of the capitalization of the partnership, unless all of the limited and general partners unanimously agree in writing to change their proportionate share of profit and loss. It is agreed that at the execution of this agreement, the ratio of profit and loss shall be as follows:

<u>Name of Partner</u>	<u>Percentage</u>
Craig Vinci	24%
Texida Fast Foods, Inc.	70%
Daniel Beberstein	3%
Henry Howell	3%

When a change of the capital contribution of the partners occurs pursuant to this agreement or is unanimously agreed upon by all partners, the partner gaining the increase in capital shall pay his proportionate share of the increase to the partnership, and the partner losing a proportionate share shall withdraw his proportionate share from the partnership, and the division of profit and loss shall change proportionately as to the change of the capital contributions.

Limited partners shall at no time become liable for any obligations or losses of the partnership beyond the amount of their respective capital contributions or guarantees of the limited partners.

12. Substitutions, Assignments, and Admission of Additional Partners. General partner shall not substitute a partner in his place, or sell or assign, or resign, all or any of his interest in the partnership business without the written consent of all partners holding a majority in interest in the partnership.

No additional limited or general partners may be admitted to this partnership without the unanimous consent of the limited partners and general partners. The terms so stipulated shall constitute an amendment to this partnership agreement.

13. Termination of Partnership. The partnership may be terminated as provided in paragraphs 4, 15, and 18.

14. Termination of Limited Partner in Event of Death, Judicial Determination of Incompetency, or Bankruptcy. In event of death, judicial determination of incompetency, or bankruptcy of any of the limited partners, the business of the partnership shall

not be liquidated, but instead shall continue by the other partners and the rights of the limited partner shall devolve upon his personal representative.

15. Payment for Interest or Return of Capital of Limited or General Partner. The purchase price of the interest or return of capital of the limited partner or general partner in event of termination as provided herein, shall be the amount of the capital account of such limited partner or general partner as shown on the books of the partnership at the termination, including profits and losses from the last closing of the books of the partnership to the date of purchase.

16. Borrowing by Partnership. The partnership may borrow up to \$_____ from a bank, savings and loan, life insurance company or other institution, as it may deem necessary. The limited and general partners agree to guarantee this loan jointly and severally. The partnership will also enter into a lease agreement with Texida Fast Foods, Inc., anticipated to be dated April 30, 2001, covering the property located at 4011 N. Wickham Road, Melbourne, Florida. The other partners, both general and limited, agree to guarantee this lease agreement jointly and severally in an amount not to exceed \$_____ per month, or _____ (%) percent of the gross receipts, whichever is greater.

17. Sale of Interest of General or Limited Partner. In the event the general partner or any limited partner shall desire to sell his interest in the partnership and shall obtain a bona fide offer in writing from an outside person for the purchase of his interest on terms and conditions acceptable to him, he shall notify Texida Fast Foods, Inc. in writing of said offer. Texida Fast Foods, Inc. and any other remaining partner shall have a right for a period of thirty (30) days from the receipt of such notice to purchase the selling partner's interest on the same terms and conditions, including price, or as set out in paragraph 15, whichever produces a lower price at the election of the partner or partnership. In the event more than one partner wishes to purchase the interest, the purchase will be in such a manner that the purchasing partners will retain their respective proportions of ownership, unless otherwise agreed to by the purchasing partners.

18. Option to Purchase Partner's Interest. Texida Fast Foods, Inc. shall have an option to purchase the interest or return of capital of any other partner, whether general or limited, upon ten (10) days' notice in writing to the partner for the price provided in paragraph 15 hereof.

19. Accounting. It is agreed among the partners that Craig Vinci may transfer funds and bank accounts for the purpose of accounting and for the purpose of paying accounts payable with those of other business entities, but he shall be responsible for strict accounting of the disbursement of such funds to the partners.

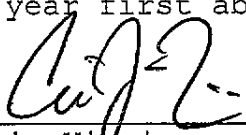
20. Power of Attorney. The partners signing below grant a limited power of attorney to Craig Vinci, to execute any documents, including signing on their behalf for necessary filings, recordings, licenses, permits, and other requirements of an administrative nature with federal, state, and local agencies, or the change of ownership of all other consenting partners, both limited and general, except for the partner whose interest is reduced, increased, removed, retired, or transferred. Any partner may revoke the power of attorney by giving the attorney-in-fact written notice and meeting the appropriate state legal requirement.

21. Amendments. This agreement, except with respect to vested rights of partners, may be amended at any time by a majority vote as measured by the interest and the sharing of profits and losses.

22. Binding Effect of Agreement. This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

In Witness Whereof, the parties have executed this agreement at Grapevine, Texas, the day and year first above written.

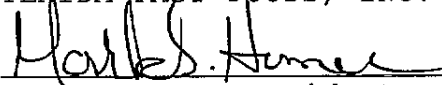
GENERAL PARTNER:



Craig Vinci

LIMITED PARTNERS:

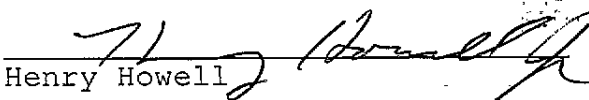
TEXIDA FAST FOODS, INC.

BY: 

Mark Homer, President



Daniel Beberstein



Henry Howell

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01 APR 10 PM 5:09
SECRETARY OF STATE
TEXAS

STATE OF FLORIDA)

COUNTY OF BREVARD)

SS:

MARCH

On this 19 day of ~~February~~, 2001, before me, a Notary Public, the undersigned officer, personally appeared Craig Vinci, to me known to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same as his free and voluntary act and deed, for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Christine M. Herman
Notary Public

My Commission Expires:

Christine M. Herman

MY COMMISSION # CCB40304 EXPIRES

June 25, 2001

BONDED THRU TROY FAIN INSURANCE, INC.



STATE OF TEXAS)

COUNTY OF TRAVIS)

SS:

MARCH

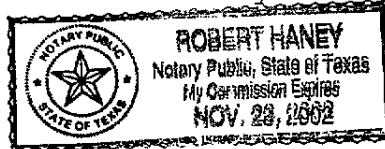
On this 12th day of ~~February~~, 2001, before me, a Notary Public, the undersigned officer, personally appeared Mark Homer, president of Texida Fast Foods, Inc., to me known to be the person whose name is subscribed to the within instrument on behalf of such corporation and in such capacity, and acknowledged that he executed the same as the free and voluntary act and deed of such corporation, for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Robert Haney
Notary Public

My Commission Expires:

Nov. 23, 2002



FILED
2001 APR 19 PM 5:00
TARRANT COUNTY TEXAS

STATE OF TEXAS)

COUNTY OF TARRANT)

SS:

On this 27th day of February, 2001, before me, a Notary Public, the undersigned officer, personally appeared Daniel

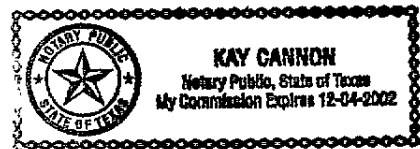
Beberstein, to me known to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same as his free and voluntary act and deed, for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Kay Cannon
Notary Public

My Commission Expires:

12-4-2002



STATE OF TEXAS)

COUNTY OF RUNNELS) SS:

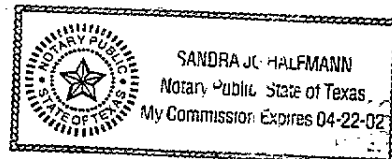
On this 2nd day of MARCH, 2001, before me, a Notary Public, the undersigned officer, personally appeared Henry Howell, to me known to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same as his free and voluntary act and deed, for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Sandra Jo Halfmann
Notary Public

My Commission Expires:

4-22-02



01 APR 19 PM 5:00

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**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP**

The undersigned constituting all of the general partners of _____
Texida, Melbourne No. 1, a limited partnership
a Florida Limited Partnership, certify:

The amount of capital contributions to date of the limited partners is \$ 76,000.00

The total amount contributed and anticipated to be contributed by the limited partners at this time
totals \$ 76,000.00

Signed this 26 day of February, 2001

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.*

Craig Vinci
General Partner, Craig Vinci

General Partner

General Partner

General Partner

General Partner

General Partner

FILED
01 APR 10 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA