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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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LEVINE, DESANTIS & ASSOCIATES

ATTORNEYS AT LAW

150 ESSEX STREET

SUITE 303

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TEL (973) 376-9050

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SECRET FAX (973) 376-6898
TALLAHASSEE, FLORIDA

April 9, 2003

VIA UPS OVERNIGHT

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6250
Tallahassee, Florida 32314

Re: THE RACZ LIMITED PARTNERSHIP
Certificate of Limited Partnership

To Whom It May Concern:

Enclosed please find an original and copy of the above mentioned document along with a check made payable to the " Department of State" in the amount of One Thousand Seven Hundred Eighty-Five Dollars (\$1785.00).

For your convenience, I have also enclosed a UPS envelope for the overnight return of the copy stamped "Filed".

If you have any questions concerning the enclosed, please feel free to call me at (973) 376-9050. Thank you for your anticipated cooperation.

Sincerely,
LEVINE, DESANTIS & ASSOCIATES


JANETTE M. PUSKAR

JMP/pp
Enclosures

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THE RACZ LIMITED PARTNERSHIP
CERTIFICATE OF LIMITED PARTNERSHIP

CLERK OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, for the purpose of forming a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Act hereby certify:

1. **Name.** The name of the Partnership is **THE RACZ LIMITED PARTNERSHIP.**

2. **Character of Business.** The character of the business to be carried on is to engage in the management, ownership and operation of real property, to engage in any other lawful activity, and to extend loans, secured and unsecured, acquire equity and debt interests in publicly traded investments, and carry out any related activities, including the sale and purchase of such assets.

3. **Place of Business and Registered Office and Agent.** The location of the principal place of business and Registered Office of the Partnership is 1090 Highway 277, Chipley, Florida. The name of the Registered Agent of the Partnership at such address is Tommy B. Hardy.

4. **General Partner.** The name and place of residence of the General Partner is:

Sandra H. Rots
(also known as Sandra H. Race)

28 Parkwood Lane
Basking Ridge, New Jersey

Limited Partners. The name and place of residence of the Limited Partners are:

Sandra H. Rots
(also known as Sandra H. Race)

28 Parkwood Lane
Basking Ridge, New Jersey

David P. Rots
(also known as David P. Race)

28 Parkwood Lane
Basking Ridge, New Jersey

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5. **Term.** The term for which the Partnership is to exist is from the filing of the Certificate of Limited Partnership until terminated by the earlier of the death, dissolution or bankruptcy of all the General Partners, provided the Partners do not agree to continue the Partnership, or by the agreement of the Partners, or as otherwise provided by law or by the Partnership Agreement.

6. **Initial Contribution of Each Partner.** The aggregate amount of property contributed by all Partners is One Thousand Dollars (\$1,000), allocated among the Partners as provided in Schedule A annexed hereto and made a part hereof. The Partners have agreed to contribute either additional cash or property in the future if needed to meet operating expenses of the Partnership.

7. **Additional Contributions of Each Partner.** Each Limited Partner shall be obliged to make such additional contributions to the capital of the Partnership as may from time to time be needed to meet the operating expenses of the Partnership as determined by the General Partner. The General Partner shall be bound by such agreement.

8. **Return of Contribution to Each Limited Partner.** Only upon the dissolution of the Partnership shall contribution of each Limited Partner be returned to them, unless otherwise agreed upon, from time to time, by the General Partner. The distribution of property in dissolution, other than cash, shall be in the sole discretion of the General Partner.

9. **Profit Shares of Each Limited Partner.** The share of the profits or other compensation by way of income which each Limited Partner shall receive by reason of their contribution is provided in Schedule A annexed hereto and made a part hereof.

10. **Assignment of Limited Partner's Interest.** Apart from permitted assignments to related persons, no Limited Partner shall have the right to substitute an assignee as Limited Partner in his or her place, without the prior consent of the Partners.

11. **Withdrawal by Partners.** No Partner may withdraw from the Partnership without the prior unanimous consent of all of the Partners. Such Partner's amount of withdrawal shall be the fair market value of their interest.

12. **Distribution of Profits.** Subject to the reservation of funds necessary for the Partnership business as determined by the General Partner and subject to other items as set forth in the Partnership Agreement, the Partners shall be entitled to receive in cash, their share of the Distributable Cash Flow of the Partnership at least annually. There shall be no obligation to return to the Partners, any part of their capital contributed to the Partnership, so long as it continues in existence.

13. **Dissolution.**

A. The Partnership shall be dissolved and its affairs wound up if one or more of the following events occur:

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- (i) By consent of the majority in interest of all General Partners;
(ii) The General Partner's death, adjudication of bankruptcy, or the occurrence of any other event causing dissolution of a Limited Partnership under state law, other than the legal incompetency of a general partner, (withdrawal event). However, if, within ninety (90) days from the General Partner's withdrawal event, all the remaining General Partners, and two-thirds in interest of the Limited Partners elect to continue the Partnership, then: (a) the Partnership will not be dissolved and it will continue under this Agreement; and (b) the remaining Limited Partners will elect a new General Partner (and the Agreement and certificate will be amended).

B. In the event of the dissolution and termination of the Partnership, the General Partner shall proceed to the liquidation of the Partnership, and the proceeds of such liquidation of the Partnership shall be applied and distributed in the following order of priority:

- (i) To the payment of expenses of dissolution and liquidation;
- (ii) To the payment of the debts and liabilities of the Partnership (other than any loans or advances that may have been made by the Partners to the Partnership or other liabilities to the Partners);
- (iii) To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership and other liabilities to the partners, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof;
- (iv) To the setting up of any reserves which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership in connection with the Partnership. Such reserves shall be disbursed in payment of any of the aforementioned contingencies, and, at the expiration of such period as the General Partner shall deem advisable, the balance thereafter remaining shall be distributed in the manner hereinafter provided;
- (v) Any balance remaining shall be distributed proportionately among the Partners in the ratios of their respective Partnership interests.

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IN WITNESS WHEREOF, the General Partner and the Limited Partners have set their hands as of the dates indicated.

CLERK OF STATE
TALLAHASSEE, FLORIDA

WITNESSES:

GENERAL PARTNER:

Annette M. Ruston

Sandra H. Rots 4/3/03
SANDRA H. ROTS DATE

LIMITED PARTNERS:

Annette M. Ruston

Sandra H. Rots 4/3/03
SANDRA H. ROTS DATE

Annette M. Ruston

David P. Rots 4/5/03
DAVID P. ROTS DATE

I hereby accept the appointment as Registered Agent for service of process for the RACZ Limited Partnership.

Tommy B. Hardy 4-5-03
TOMMY B. HARDY DATE

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TALLAHASSEE, FLORIDA

**SCHEDULE A
THE RACZ
LIMITED PARTNERSHIP
A Florida Limited Partnership
Summary of Capital Contributions and
Percentages of Ownership and Profit and Loss**

<u>Name</u>	<u>Address</u>	<u>Capital Contribution</u>	<u>Percentages of Ownership and Profit and Loss</u>
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GENERAL PARTNER

Sandra H. Rots (also known as Sandra H. Race)	28 Parkwood Lane Basking Ridge, New Jersey	\$10	1%
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LIMITED PARTNERS

Sandra H. Rots (also known as Sandra H. Race)	28 Parkwood Lane Basking Ridge, New Jersey	\$490	49%
David P. Rots (also known as David P. Race)	28 Parkwood Lane Basking Ridge, New Jersey	\$500	50%

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

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned constituting all of the general partners of _____
THE RACZ LIMITED PARTNERSHIP

a Florida Limited Partnership, certify:

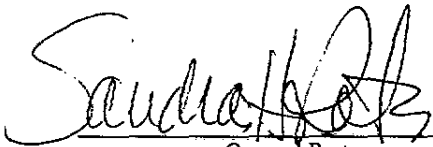
The amount of capital contributions to date of the limited partners is \$ 1,000.00

The total amount contributed and anticipated to be contributed by the limited partners at this time
totals \$ 4,000,000.00

Signed this 3 day of April, 2003

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.



General Partner

General Partner

General Partner

General Partner

General Partner

General Partner