| (Requestor's Name) |
|---|
| (Address) |
| (Address) |
| (City/State/Zip/Phone #) |
| PICK-UP WAIT MAIL |
| (Business Entity Name) |
| (Document Number) |
| Certified Copies Certificates of Status |
| Special Instructions to Filing Officer: |

A. LUNT

JAN 15 2008

EXAMINER

Office Use Only



600113373876

01/14/08--01029--007 **1000.00

BLADE & BLADE, P.A. ATTORNEYS AT LAW 515 SOUTH FEDERAL HIGHWAY DEERFIELD BEACH, FLORIDA 33441

PAUL E. BLADE WILLIAM P. BLADE 954-429-1200 FAX: 954-429-0739

January 10, 2008

Florida Department of State Division of Corporations Registration Section PO Box 6327 Tallahassee, FL 32314

Re: The Chidiac Family Limited Partnership

Dear Sir or Madam,

Enclosed please find a Certificate of Limited Partnership and a copy, and Check No. 10964 payable to the Florida Department of State in the amount of \$1,000.00 for filing.

Please return all correspondence regarding this filing to my address above or in the return envelope provided.

Please contact me if you have any questions.

Thank you for your cooperation.

Very truly yours,

Villiam P. Blade

WPB/rb enclosure(s)

CERTIFICATE OF LIMITED PARTNERSHIP OF THE The Chidiac Family Limited Partnership

A Florida Limited Partnership

The undersigned does hereby certify that a Florida Limited Partnership Agreement was signed, and a Limited Partnership was formed, on January 9, 2008, in the County of, Florida, pursuant to the provisions of the Florida Limited Partnership Act, as follows:

- 1. Name of the Limited Partnership. The name of this Limited Partnership is The Chidiac Family Limited Partnership
- 2. **Business.** The Limited Partnership may hold, manage, develop, exchange, and/or lease real estate, buy and sell both real and personal property including options, rights, intangibles and undivided interests in property hold other investment assets. There is no geographical or jurisdictional restriction upon the location of an investment property or activity. The Limited Partnership may lease property which it owns or needs and may sublease property which it acquires under another lease. It may borrow and lend money, with or without interest or collateral. Furthermore, the Limited Partnership may engage in and/or conduct any lawful business or investment activities.
- 3. Principal Office, Principal Place of Business, Records Location and Registered Office. The location of the principal office, principal place of business and records location of the Limited Partnership is 3700 NE 31st Avenue, Lighthouse Point, Florida 33064. The location of the registered office of the Limited Partnership is 515 South Federal Highway, Deerfield Beach, FL 33441.
- 4. Appointment and Consent to Serve as Registered Agent. The registered agent for service for this Limited Partnership is William P. Blade whose address is 515 South Federal Highway, Deerfield Beach, FL 33441.
- I, William P. Blade, a natural person and resident of Florida State, accept the appointment as agent of The Chidiac Family Limited Partnership upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. I understand that as agent it will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of my

resignation or of any changes in the Registered Office Address.

٠.::

William P. Blade, Registered Agent

Chidiac Enterprises, Inc., a Florida Corporation,
Document Number P07000133891
Location and Mailing Address:
3700 NE 31st Avenue

Lighthouse Point, Florida 33064.

- 6. **Limited Partners.** The Limited Partnership shall also have such Limited Partners as are named in the Limited Partnership Agreement.
- 7. **Term of the Partnership.** The Partnership shall begin on the date this Certificate of Limited Partnership is filed with the Secretary of State of Florida and shall continue indefinitely, unless sooner dissolved by law or by agreement of all of the remaining partners or unless extended by the agreement of all the remaining partners.
- 8. Additional Contributions. The General Partner has the power to require additional contributions of capital on a prorata basis from each of the Partners, from time to time, upon demand.
- 9. **Return of Contributions.** No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Limited Partnership. No Limited Partner shall have the right to dissolve or terminate the Limited Partnership except upon the affirmative vote of one hundred percent (100%) in interest of all Partners.
- 10. **Profits.** All annual net profits of the Limited Partnership may be distributed annually and shall be divided among the Partners in the same proportions as the Partners' then constituted partnership interest, unless retained for the Partnership investment and business activities.
- 11. **Assignments.** A Limited Partner is prohibited from selling, assigning, transferring, encumbering, or otherwise disposing of any interest in this Limited Partnership, its property, or its assets, without the written consent of all of the Partners, both General and Limited, and only after such Limited Partner gives to the Limited Partnership and other Partners an opportunity to purchase such interest, as explained in detail in the Limited Partnership Agreement. The assignee, purchaser, or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall not become a substituted limited partner unless all General and Limited Partners (except the assignor, seller, or transferor) consent thereto. The assignor, seller, or transferor of a Limited

Partnership interest shall not have the right to make his or her assignee, purchaser, or transferee a substituted Limited Partner. Furthermore, such assignee, purchaser, or transferee shall not become a substituted Limited Partner unless and until all provisions of the Partnership Agreement are complied with and expressly agreed to.

- 12. Additional Limited Partners. The General Partners may admit additional limited partners with the consent of all the Partners.
- 13. Priority Among Limited Partners. Except as otherwise provided in the Limited Partnership Agreement, no one Limited Partner has priority over another as to the distributions, liquidation, contributions or compensation by way of income or assets of the Limited Partnership. The Limited Partnership Agreement may provide for the issuance of one or more classes of preferred or common limited or general partnership interests. In the event one or more classes of preferred partnership interest is issued by the Limited Partnership, such preferred partnership interests shall have priority over any common partnership interests as to distribution and liquidation rights.

| DATED: January 9, 2008 | | 78 TAL |
|--|--------------------------------------|---|
| GENERAL PARTNER: | | ECKA |
| Chidiac Enterprises, Inc. | | HE A T |
| BY: La Daule Rita Garulli-Chidjac, President | li-Chidia | LED I'U P U: 23 RY OF STATE SEE, FLORIDA |
| STATE OF FLORIDA | | |
| COUNTY OF BROWARD | | |
| The foregoing instrument was ack Garulli-Chidiac, as President of the known to me or who has produced | | |
| [Seal] | | |
| WILLIAM P. BLADE MY COMMISSION # DD 665491 EXPIRES: August 20, 2011 Bonded Thru Notary Public Underwritere | Notary Public My commission expires: | & C |