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GRISALES-RACINI, SHEFER, HERSHEY, GONZALEZ-

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**CERTIFICATE OF LIMITED PARTNERSHIP
OF GRISALES-RACINI, SHEFER, HERSHEY,
GONZALEZ-RABAGH & MICULITZKI, LLLP**

A Florida Limited Liability Limited Partnership

The undersigned does hereby certify that a Florida Limited Liability Limited Partnership Agreement was signed on March 21, 2011, at Aventura, Florida by Oscar Grisales-Racini, Esq. and Nera Shefer, Esq., herein called the "General Partners" and by the following, hereinafter referred to as the initial "Limited Partners":

The Law Office of Oscar Grisales-Racini, P.A.

Staci Hershey, Esq.

Shefer Law Firm, P.A.

The Law Office of Karyna Gonzalez-Rabagh, P.A.

The Law Office of Yanina Miculitzki, P.A.

WITNESSETH:

The parties hereto, on the date described above, formed a Limited Liability Limited Partnership pursuant to the provisions of the Florida Limited Partnership Act, as amended.

1. **Name of the Limited Liability Limited Partnership.** The name of this Limited Liability Limited Partnership is Grisales-Racini, Shefer, Hershey, Gonzalez-Rabagh & Miculitzki, LLLP, a Florida limited liability limited partnership.
2. **Business.** The exclusive business of the Limited Liability Limited Partnership shall be the practice of law by all of its Partners. Furthermore, the Limited Partnership may engage in and/or conduct any lawful business or activities, as permitted by the Rules of Ethics of the Florida Bar.
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 Liability Limited Partnership is 2999 N.E. 191st Street, Concorde Centre II, PH-8, Aventura, Florida 33180. The location of the registered office of the Limited Partnership is 2999 N.E. 191st Street, Concorde Centre II, PH-8, Aventura, Florida 33180. The Limited Liability Limited Partnership, may, however, designate, or operate, within or without the jurisdiction of Florida or the U.S., one or more business addresses or offices.

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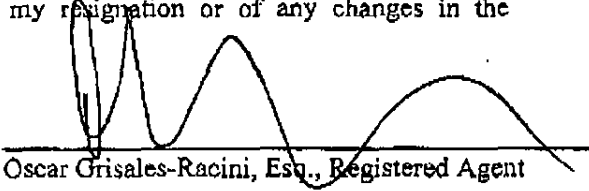
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4. **Appointment and Consent to Serve as Registered Agent.** The registered agent for service for this Limited Liability Limited Partnership is Oscar Grisales-Racini, Esq., whose address is 2999 N.E. 191st Street, Concorde Centre II, PH-8, Aventura, Florida 33180.

I, Oscar Grisales-Racini, Esq., a natural person and resident of Florida State, accept the appointment as agent of Grisales-Racini, Shefer, Hershey, Gonzalez-Rabagh & Miculitzki, LLLP, for any process, notices and demands which 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.


Oscar Grisales-Racini, Esq., Registered Agent

5. **General Partners and Limitation of Liability of General Partners.** No General Partner shall have any individual, personal or otherwise, liability or obligation, whether arising in contract, tort, or otherwise, if such obligation or liability, is solely the obligation of the Limited Liability Limited Partnership or that of any other Partner of the Limited Liability Limited Partnership. A General Partner is not personally liable, directly or indirectly, by way of contribution or otherwise, for such an obligation solely by reason of being or acting as a General Partner, all as provided in Florida Statutes Section 620.1404(3). The General Partners of this Limited Liability Limited Partnership are:

Business and Mailing Address:

Oscar Grisales-Racini, Esq., 2999 N.E. 191st Street, Concorde Centre II, PH-8
Aventura, Florida 33180

Nera Shefer, Esq., 2999 N.E. 191st Street, Concorde Centre II, PH-8
Aventura, Florida 33180

6. **Limited Partners.** The Limited Liability Limited Partnership shall also have such Limited Partners as are, or may be, named in the Limited Liability Limited Partnership Agreement.
7. **Term of the Partnership.** The Partnership shall begin on the date this Certificate of Limited Liability 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 pro-rata basis from each of the Partners, from time to time, upon demand.

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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 Liability Limited Partnership. No Limited Partner shall have the right to dissolve or terminate the Limited Liability 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 Liability Limited Partnership may be distributed annually and shall be divided among the Partners in the same proportions as the Partners' then constituted partnership interests, as per the terms of the Limited Liability Limited Partnership Agreement, unless retained for the Partnership investment and business activities. It is the current intent of the Partners herein that any and all Profits shall be solely determined at the level of each Limited Partner, and that each such Limited Partner be deemed as its "own profit center" as defined in Section 6.2(a) of the Limited Liability Limited Partnership Agreement.
11. **Assignments.** A Limited Partner is prohibited from selling, assigning, transferring, encumbering, or otherwise disposing of any interest in this Limited Liability 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 Liability Limited Partnership and other Partners an opportunity to purchase such interest, as explained in detail in the Limited Liability Limited Partnership Agreement. The assignee, purchaser, or transferee of the whole or any portion of a Limited Partner's interest in the Limited Liability 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 Liability 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, subject to the Ethics Rules of the Florida Bar.
13. **Priority Among Limited Partners.** Except as otherwise provided in the Limited Liability 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 Liability Limited Partnership. The Limited Liability 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 are issued by the Limited Liability Limited Partnership, such preferred partnership interests shall have priority over any common partnership interests as to distribution and liquidation rights.

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14. **Continuance of Business.** Upon the death, retirement insanity or legal incapacity of the last surviving or serving General Partner, the Limited Liability Limited Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes incompetent to adequately manage his or her affairs as determined by written affidavits signed and acknowledged by two licensed physicians, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Limited Liability Limited Partnership by selecting a new General Partner.
15. **Property Other Than Cash.** A Limited Partner may not demand property other than cash in return for his contributions.
16. **Amount of Cash and Agreed Value and Description of Other Property Contributed.** The Partners in the Limited Liability Limited Partnership have initially contributed their interest in the property as set forth in Schedules "A" and/or "B" of the Limited Liability Limited Partnership Agreement.

DATED: _____

GENERAL PARTNER:

BY: Oscar Grisales-Racini, Esq.

STATE OF FLORIDA)

) ss.

COUNTY MIAMI-DADE)

The foregoing instrument was acknowledged before me this day, April 11 2011, by Oscar Grisales-Racini, General Partner, who is personally known to me or who has produced _____ as identification.

[Seal]

Notary Public

My commission expires: _____

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STATE OF FLORIDA

)
) ss.
)

COUNTY MIAMI-DADE

The foregoing instrument was acknowledged before me this day, _____,
20____, by _____, who is personally known to me or who has
produced _____, as identification.

[Seal]

Oscar Grisales-Racini, Esq., Notary Public

My commission expires: _____

STATE OF FLORIDA

)
) ss.
)

COUNTY MIAMI-DADE

The foregoing instrument was acknowledged before me this day, _____,
20____, by _____, who is personally known to me or who has
produced _____, as identification.

[Seal]

Oscar Grisales-Racini, Esq., Notary Public

My commission expires: _____

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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