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BLUMENTHAL & DELAVAN, P.A.

ATTORNEYS AT LAW

SUITE 240

170 JENNIFER ROAD

P.O. BOX 6484

ANNAPOLIS, MARYLAND 21401-6484

HARRY C. BLUMENTHAL •
CHARLES F. DELAVAN •
DAVID A. WILLIAMS, III • •
NEED BLUMENTHAL •

ANNAPOLIS (410) 573-2900
BALTIMORE (410) 841-8444
WASHINGTON (202) 261-8555
TELECOMPUT (410) 573-2907

• ADMITTED IN MD & DC
• ADMITTED IN MD, VA & FL
• AMERICAN INSTITUTE OF
CERTIFIED PLANNERS

December 28, 1994

Division of Corporations
Registration and Qualification Section
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate and Agreement of
Cazenovia Limited Partnership

Dear Sir/Madam:

I have enclosed herewith the Certificate and Agreement of Cazenovia Limited Partnership for recordation. Also enclosed is the Affidavit of Capital Contributions, indicating a contribution of \$100,000. Also enclosed is the Certificate of Designation of Registered Agent.

I have enclosed a check in the amount of \$743.75, and ask that a Certificate be forwarded to Harry C. Blumenthal, P.O. Box 6484, Annapolis, MD 21401-6484. I can be reached Tuesdays through Thursdays at my office phone of (410)573-2904.

Very truly yours,

Harry C. Blumenthal
Harry C. Blumenthal

HCB:mf
Encl.

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TALLAHASSEE, FLORIDA

1/1/94 11:05/

CERTIFICATE AND AGREEMENT OF CAZENOVIA LIMITED PARTNERSHIP

THIS AGREEMENT, made this 1st day of January, 1994, 59, and among BLUMENTHAL LAW OFFICES, P.A., General Partner, and RONALD ROSENDAUM, Limited Partner.

W I T N E S S E T H:

IN CONSIDERATION of the mutual undertakings of the parties, it is agreed:

1. Formation of Limited Partnership

The parties heroby form a Florida Limited Partnership. Said Limited Partnership is herein called the "Partnership."

2. Name

The Partnership shall be conducted under the firm name and style Cazenovia Limited Partnership.

3. Character of the Business

The Partnership shall own the 25% interest in Robinson's Family Restaurant Partnership and Route 50 Family Restaurant Partnership, each of which are Maryland General Partnerships owning individual properties improved by restaurant facilities, the former being leased to Marriott Corporation and subleased to a franchisee of International House of Pancakes, and the latter being leased to DavCo, a franchisee of Wendy's. The business of the partnership shall be limited to the acquisition and ownership of the aforesaid general partnership interests.

4. Principal Place of Business

The principal office of the Partnership shall be maintained c/o Harry C. Blumenthal, 300 S.E. 5th Avenue, Apt. 7170, Boca Raton, Florida 33432.

a. Resident Agent - The Resident Agent of the Limited Partnership is Harry C. Blumenthal, 300 S.E. 5th Avenue, Apt. 7170, Boca Raton, Florida 33432. Said Resident Agent is a citizen of the State of Florida and actually resides therein.

5. The name and residence address of the General Partner is:

Blumenthal Law Offices, P.A.
P.O. Box 1064
Boca Raton, Florida 33429

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Boca Raton, Florida

6. The name and residence address of the Limited Partner is:

Rona Rosenbaum
4384 Route 92
Cazonovia, NY 13035

7. Term

The Partnership shall come into existence as of January 1, 1994, and shall continue for a period of 20 years, unless sooner terminated as provided herein.

8. Contributions, Assets and Liabilities

a. Each Partner has contributed to the capital of the Partnership, the value set opposite his name:

GENERAL PARTNER

<u>NAME</u>	<u>AMOUNT OF CONTRIBUTION</u>
Blumenthal Law Offices, P.A.	\$ 1.00

LIMITED PARTNER

<u>NAME</u>	<u>AMOUNT OF CONTRIBUTION</u>
Rona Rosenbaum	Conveyance of 25% of General Partnership interest as described in paragraph 3 hereof, purchased from Harry C. Blumenthal.

b. The amounts contributed by the Partners as provided in subsection a hereof shall be and become the capital of the Partnership. If any Limited Partner shall advance any monies or property to the Partnership other than as provided in this Article 8, or Article 8e below, the amount of such advance shall not be an increase in his capital contribution, or entitle him to any increase in his share of the profits of the Partnership, or subject him to any greater proportion of the losses which it may sustain; but the amount of any such advance shall be a debt from the Partnership to such Partner and such loan shall be repaid to him on demand within 10 days with interest at two percent (2%) over the prime rate, as established by Nations Bank.

The Partnership shall be deemed to have waived the Statute of Limitation in any actions which may be brought for the collection of any loan by a Partner to the Partnership. Amounts left undrawn in the income account of a Partner, whether voluntarily or involuntarily, shall not be deemed a debt of the Partnership to such Partner for purposes of this subsection b.

c. A separate capital account shall be maintained for each Partner, and except upon unanimous agreement of all Partners, or upon termination of the Partnership, or upon a pro rata reduction of all contributions to the capital of the Partnership by a distribution of available cash in excess of the aggregate income of the income accounts of the Partners as provided in subsection b. of Article 10 hereof, their respective capital contributions shall not be withdrawn in whole or in part.

If the capital account of any Partner becomes impaired in relation to the Capital account of any other Partner, i.e., the ratio between them is altered in favor of any one of them, the share in subsequent partnership profits of the aforesaid Partner whose capital account has become impaired shall be first credited to the capital account of such Partner until the ratios are restored to that prevailing among the initial capital contributions of all the Partners. A negative capital account resulting from a distribution of available cash in accordance with the provisions of this Agreement, or from losses, is hereby recognized as a likely possibility under this Agreement and such negative capital account shall not affect a Partner's participation in the profits and losses of the Partnership.

d. Interest shall be paid on the initial contributions to the capital of the Partnership or on any subsequent contributions to capital at a rate of 2% over Nations Bank prime. No partner shall make any additional capital contribution without the consent of the other partner.

9. Books of Account

a. At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept, full and true books of account, in which shall be entered fully and accurately each transaction of the partnership. If an audited statement is required, the party making the request shall bear the cost of procuring it.

b. All said books of account, together with an executed copy of this Certificate of Articles of Limited Partnership, and of any amendment thereof shall at all times be maintained at the principal office of the Partnership and shall be open during regular business hours to the reasonable examination of the Limited Partners or their representatives.

c. The General Partner shall deliver to the Limited Partner a quarterly financial statement of the condition of the Partnership not less than 180 days after the end of each quarterly period (beginning three months after the commencement of the Partnership term). A yearly financial report shall be provided within one hundred eighty (180) days after the expiration of each fiscal year (the first period to commence as of the date of the commencement of the term of the Partnership and to expire on the ensuing December 31), a report on the Partnership's financial condition such report to consist of the Partnership's balance sheets, profit and loss statement, and the accompanying notes and comments thereto. In addition, the General Partner shall deliver to the Limited Partners statements of their respective distributive shares of net profits and losses and any tax deductions and credits, the right to which passes through to the Partners, categorized as required by the United States Treasury Regulations applicable to Partnerships, as well as a statement of Maryland modifications thereto, if any, together with statements showing all distributions of profits or of capital made by the Partnership to each Partner during such year.

10. Profits and Losses

a. A separate income account shall be maintained for each Partner. The net profits and losses which may accrue from the business of the Partnership shall be divided among all of the Partners in the following proportions:

<u>General Partner</u>	<u>Proportion of Profit/Los</u>
Blumenthal Law Offices, P.A.	0.5%
<u>Limited Partner</u>	<u>Proportion of Profit/Loss</u>
Rona Rosenbaum	99.5%

Net profits shall be credited and net losses charged to the income accounts of the Partners, quarterly, if feasible, but not less often than annually, except as provided in Article 8 hereof in the event of impairment of a capital account. Amounts standing to the credit of Partners in their income accounts shall be paid out to the extent of available cash, provided, however, that if the cash available for distribution shall be less than the aggregate income balances of all Partners, the Partnership shall make a distribution of available cash to all partners pro rata to the balances in their income accounts.

b. All cash, including any money received upon, or by reason of, a refinancing, increasing or recasting of a mortgage on property of the Partnership, which is in excess of that required for the payment and discharge of existing mortgages and liens and

the expenses thereof, exclusive of such amounts as the General Partner deems necessary to be retained as funds required for the conduct of the Partnership business and for the establishment and maintenance of reasonable and prudent reserves, shall be deemed to be available cash for purposes of this Agreement. All available cash in excess of the aggregate income account balances of all Partners shall be distributed to the Partners in reduction of their respective capital accounts pro rata to the amount thereof.

c. Except as may otherwise be provided herein or in any mortgage or other instrument evidencing an indebtedness given by the Partnership and signed by him, the liability of any Limited Partner for the losses of the Partnership shall be limited to his contribution to the capital of the Partnership made or pledged hereunder, and he shall not be personally liable for any debts, engagements or losses of the Partnership in any event or to any extent whatever, except out of his contribution to Partnership capital hereinabove set forth.

11. Rights and Liabilities of Partners

a. This Agreement shall not be construed to prevent or in any way limit the unrestricted right of the General Partner and Limited Partners to be engaged in and carry on, in any form or manner, other commercial enterprises, of every nature and description, independently or with others, whether or not they compete with the Partnership and whether or not they have business dealings of any kind with the Partnership.

b. The fact that a General or Limited Partner or a member of his family is directly or indirectly interested in or connected with any person, firm or corporation employed by the Partnership to render or perform a service or from which or whom the Partnership may buy merchandise or other property, or to or from which or whom the Partnership may lease property shall not prohibit the General Partner from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Partnership nor the Partners thereof shall have any rights in or to any income or profits derived therefrom.

c. The General Partner shall not be liable, responsible or accountable in damages or otherwise to any Limited Partner for any mistake of judgment or act of thing done by any of them in good faith within the scope of these Articles. The General Partner, its officers and directors shall be indemnified by the Partnership for any act which they performed in good faith and reasonably believed was within the scope of the authority conferred upon them by this Agreement. Any indemnity under this paragraph shall be paid from, and only to the extent of, Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

12. Powers and Duties of the General Partner

a. Except as herein otherwise expressly provided, the General Partner shall have the right to manage the Partnership business, to make all decisions to be made by the Partnership, and to execute all instruments individually in the Partnership name, provided, however, that any instrument creating an obligation on the part of the Partnership in excess of \$5,000 shall require the prior written consent of Partners who, in the aggregate, are entitled to receive not less than seventy-five percent (75%) of the profits of the Partnership, which consent shall not be unreasonably withheld.

(1) To negotiate and award contracts for the construction and/or management of construction or improvements upon the Partnership's property to contractors, including contractors in which one or more of the Partners has an interest, upon such terms and conditions as they deem reasonable.

(2) To execute and deliver a mortgage or mortgages from time to time upon all or part of the property of the Partnership upon such terms and conditions as they deem reasonable.

(3) To enter into a contract for the management, development, subdivision and sale of the Partnership's property, upon such terms and conditions and with such person, firm or corporation as they deem reasonable. Such contract may be with a person, firm or corporation in which one or more of the Partners has an interest.

(4) The General Partner shall devote such time as may be necessary to the business and operation of the Partnership.

(5) The General Partner shall have the authority to select the accountant, attorneys and other professionals necessary to provide services to the Limited Partnership.

(6) To execute contracts and deeds to purchasers of individual lots and/or houses provided, however, that such contracts and/or deeds are in compliance with the financial pro forma of the Partnership, and such acts do not require the prior written consent of any other partners.

c. The General Partner shall not have the right to sell, transfer or otherwise assign all or substantially all of the property of the Partnership without the prior written consent of Partners who, in the aggregate, are entitled to receive not less than seventy-five percent (75%) of the profits of the Partnership, which consent shall not be unreasonably withheld.

d. The General Partner shall have the right to assign part of its interest in the profits and losses to an additional

Limited Partner provided:

(1) Other Limited Partners consent to the admission of an additional Limited Partner, which consent shall not be withheld without good cause.

(2) The additional Limited Partner shall execute such instruments as the General Partner may reasonably require, ratifying and agreeing to be bound by this Agreement as may have been then amended.

(3) The new Limited Partner shall pay all of the Partnership's expenses in connection with such admission, including the expenses of preparing, filing, recording and publishing any and all amended certificates and other instruments as may be required by law or desirable in the circumstances, and

(4) All such amended certificates and instruments shall have been duly executed and recorded as required by law; and

(5) The General Partner is not released from its liability to the Limited Partnership.

e. The General Partner shall be fully and entirely reimbursed by the Partnership for any and all out-of-pocket expenses incurred by the General Partner in connection with the development of the property, management and supervision of the Partnership business, provided however, the General Partner shall deliver to the Partnership such invoices and receipts as are necessary to substantiate such costs and expenses.

13. Activities of Limited Partners

The Limited Partners shall take no part in the conduct or control of the Partnership's business and shall have no right or authority to act for or bind the Partnership.

14. Death of Limited Partner, Assignment of Interest of Limited Partner and Substituted Limited Partner

a. Subject to the provisions of Article 8e above, the interest of a Limited Partner in the Partnership shall be assignable in whole or in part to the fullest extent permissible under the Limited Partnership law of the State of Maryland. Such an assignment shall not be effective unless an executed or authenticated copy of the instrument of assignment is delivered to the General Partner.

b. If a Limited Partner shall die, his personal representatives, administrators, or trustees, or, if he shall be adjudicated insane or incompetent, his committee or representative shall have the same rights and obligations that such Limited

Partner would have had if he had not died or had not become insane or incompetent, except that his executors, administrators, trustees, committee or representative (hereinafter sometimes called successor or successors) shall not become substituted Limited Partners without complying with provisions of c and d of this Article.

c. No assignee, legatee, distributee, or successor of the whole or any portion of the Limited Partner's interest in the Partnership shall have the right to become a substituted Limited Partner unless an executed or authenticated copy of the instrument of assignment specifying that such assignee, legatee, distributee or successor shall become a substituted Limited Partner is delivered to the General Partner and the receipt thereof is endorsed thereon.

d. As further conditions to the admission of any successor, assignee, legatee or distributee (hereinafter collectively referred to as the "assignee") as a substitute Limited Partner, (1) the General Partner shall have consented to the admission of the assignee as a substituted Limited Partner, which consent shall not be withheld without good cause; (2) the assignee shall execute such instruments as the General Partner may reasonably require, ratifying and agreeing to be bound by this Agreement, as it may have been then amended; (3) the assignee shall pay all of the Partnership's expenses in connection with such substitution, including the expenses of preparing, filing, recording and publishing any and all amended certificates and other instruments as may be required by law or desirable in the circumstances; and (4) all such amended certificates and instruments shall have been duly executed and recorded as required by law.

15. Death, Retirement, Insanity, Insolvency or Death of General Partner

a. The Limited Partners shall have the right to appoint a substitute general partner upon the retirement, insanity, adjudication of insolvency if uncured in 60 days or death of the General Partner.

b. A General Partner may withdraw voluntarily from the Partnership by providing prior to or contemporaneous with such voluntary withdrawal a substitute General Partner who is admitted to the Partnership with the consent of Limited Partners owning at least 75% of the profits of the Partnership which consent shall not be withheld without good cause. The substitute General Partner shall ratify and agree to be bound by this Agreement, as it may have been then amended; the substitute General Partner shall pay all of the Partnership's expenses in connection with such substitution, including the expenses of preparing, filing, recording and publishing any and all amended certificates and other

instruments as may be required by law or desirable in the circumstances; all such amended certificates and instruments shall have been duly executed and recorded as required by law; and there shall be no further liability on the part of the retiring General Partner, except as provided herein.

Upon the retirement of a General Partner, any remaining General Partner, if any, or if none, the retired General Partner or its heirs, successors or assigns, shall immediately send notice of such retirement to each Limited Partner. In such event the Partnership (1) shall be dissolved (unless it is continued by all of the partners as provided in paragraph (16) if there is no remaining General Partner, or (2) shall be continued by the remaining General Partner if the remaining General Partner, in its sole discretion, so elects.

If, following the retirement of a General Partner, there is no remaining General Partner or substitute General Partner of the Partnership, the Limited Partners may, within ninety (90) days after such retirement, elect to continue the business of the Partnership for the balance of the term by selecting a substitute General Partner by unanimous consent. If the Limited Partners elect to continue the business of the Partnership and admit a substitute General Partner, the relationship of the Partners and of any person who has acquired an interest of a Partner in the Partnership shall be governed by this Agreement.

c. The Partnership shall not be dissolved by the happening to any General Partner of any of the following events, so long as there shall be at least one (1) remaining General Partner in the Partnership, and so long as in the opinion of counsel for the Partnership the continuation of the Partnership will not result in the Partnership being classified for Federal Income Tax purposes as an association taxable as a corporation and not as a partnership:

- (1) Death.
- (2) Adjudication as insane or incompetent.
- (3) Adjudication as a bankrupt or insolvent.
- (4) Appointment of a receiver or trustee for his/its business or property, including his/its interest in the Partnership.
- (5) Attachment on execution or original process and sale of his/its interest in the Partnership.
- (6) Dissolution (in the case of a corporate general partner.)
- (7) Resignation, retirement, or cessation to actively conduct the business of the Partnership.

d. Upon the happening of any event hereinabove set forth, the interest in the Partnership of the Partner to whom such event has happened shall, without further act, be converted into a

Limited Partnership interest (hereinafter called the converted interest). Such Partner or his/its estate or successor in interest, as the case may be, shall remain subject to the liabilities of the Partnership existing as of the date of such conversion. In all other respects, the converted interest shall be subject to the provisions hereof as if it had originally been a Limited Partnership interest. The remaining General Partner(s) shall cause an appropriate Certification of Amendment, reflecting the change in status from General to Limited Partner, to be prepared, executed and recorded as required by law.

a. Upon the conversion of a General Partnership interest to a Limited Partnership interest, the remaining General Partner(s) shall have the right to continue the Partnership business, and to exercise all of the rights and powers of the General Partner hereunder. Such right shall be subject to the provisions of Article 16 hereof.

16. Termination of Partnership

a. This Partnership shall be terminated on December 31, 2020, or sooner upon the happening of any of the following events:

(1) An Agreement to terminate among Partners who in the aggregate are entitled to receive not less than seventy-five percent (75%) of the profits of the Partnership.

(2) If there shall be or remain only one (1) General Partner in the Partnership and such General Partner shall (a) die; (b) be adjudicated insane or incompetent; (c) be adjudicated bankrupt or insolvent and such adjudication is not vacated within sixty (60) days; (d) suffer the appointment of a receiver or trustee for his/its business or property and such appointment is not vacated within sixty (60) days; (e) be dissolved (in the case of a corporate general partner); (f) retire, resign, or cease to actively conduct the business of the Partnership, unless otherwise agreed.

(3) Upon the sale by the Partnership of all real and/or personal property in which it has an interest.

(4) If at any time, in the opinion of counsel for the Partnership, the Partnership will be classified for Federal Income Tax purposes as an association taxable as a corporation and not as a partnership.

b. Within sixty (60) days after the termination of the Partnership pursuant to clauses (1) and (2) of subsection a of this Article 16, and prior to liquidation of the Partnership, Partners who, in the aggregate are entitled to receive seventy-five percent (75%) of the profits of the Partnership may, in writing, elect to form a corporation under the laws of the State of Maryland, which

corporation shall have only one class of stock. Said Partners shall be the original directors of the corporation, the Articles of Incorporation of which shall contain such customary and usual provisions as said Partners shall deem proper.

Incorporated into said written election as a part thereof shall be the following determinations to be made by the said Partners electing to incorporate:

(1) which liabilities of the Partnership, if any, shall be assumed by the Corporation; and

(2) which assets shall be transferred to the corporation (with the exception that in any event, unless unanimously agreed otherwise by all of the Partners in writing, the income accounts of the individual Partners shall be distributed to them in accordance with the provisions of Article 16d(4) hereof, the remaining assets, if any, to be distributed in liquidation in accordance with the provisions of Article 16d hereof.

The foregoing determinations being a condition precedent to effecting said election, said election shall not be valid unless an election agreement containing said determinations is executed by Partners who in the aggregate are entitled to receive more than seventy-five percent (75%) of the profits of the Partnership agree in writing as a part of said election to submit said determinations to arbitration to be made in accordance with the provisions of Article 23 hereof.

In addition, the electing Partners may incorporate into said election agreement as a part thereof, any other terms and agreements consented to by them pertaining to the organization of the corporation which are not inconsistent with this Agreement.

Upon such election the Partners shall cause the corporation to be formed and shall cause the Partnership to transfer to the corporation in exchange for its stock the aforesaid assets of the Partnership which the Partners have determined to convey thereto as hereinbefore provided in this subsection b.

Notwithstanding anything to the contrary herein contained, the Partnership shall be deemed to have continued in existence until distribution of the stock of the said corporation has been made as herein provided. Each Partner shall receive shares of stock in the said corporation representing the same proportionate interest in authorized stock of said corporation as he had with respect to the profits of the Partnership upon his signing and acknowledging a Certificate of Termination of the Partnership and such receipt shall be deemed to be the return of his contribution to the capital of the Partnership in full discharge of all of his interest in the Partnership. Pending such signature and acknowledgement of the Partner, his shares shall be

issued in the name of the Partnership for his account.

c. If no election to form a corporation is made within days of the termination of the Partnership pursuant to clauses (1) or (2), or if the Partnership is terminated, pursuant to clause (3) of subsection a of this Article, the Partnership shall be liquidated.

d. Upon any termination of the Partnership, the General Partner shall cause a statement to be examined by a Certified Public Accountant or Certified Public Accounting firm which shall set forth the assets and liabilities of the Partnership as of the date of termination. Such statement shall be furnished to the Limited Partners within three (3) months after such termination. If there is no election to form a corporation pursuant to subsection b of this Article, the assets of the Partnership shall be liquidated and the proceeds distributed to the following order of priority:

(1) 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, and the expenses of liquidation.

(2) To the setting up of any reserves which the General Partners, or if there are no General Partners, then the Certified Public Accountant regularly serving the Partnership, may deem reasonably necessary to cover any contingent or unknown liabilities or obligations of the Partnership. Said reserves may be paid over to any attorney-at-law of the State of Maryland, as escrowee, to be held by him or it for the purpose of disbursing such reserves in payment of any of said liabilities that may become fixed and certain. The escrowee may deposit the escrow fund in interest bearing time deposit accounts in commercial or savings banks, trust companies or savings and loan associations. At the expiration of three (3) years after the termination of the Partnership's business or before, in the discretion of the escrowee, the balance remaining of the escrow fund which is not required to meet then known or reasonably certain liabilities, shall be distributed in the manner provided in paragraphs (3), (4), (5), (6), and (7) of this subsection d in the same order of priority.

(3) To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof.

(4) To the repayment of the capital account balances, if any, of the Partners, but if the amount available for such repayment shall be insufficient, then pro rata among the Partners in such manner that each Partner shall receive the same

proportion of his contribution to the capital of the Partnership.

(5) Any balance remaining shall be distributed among all Partners in proportion to the share of each Partner in the profits of the Partnership.

(6) Upon the signing and acknowledging by each Limited Partner of a Certificate of Termination of the Partnership and not until then, his respective distributive share referred to in the foregoing paragraphs of this subsection d shall be paid and delivered to him.

17. Banking

a. All funds of the Partnership are to be deposited in the Partnership name, in such depository or depositories as shall be designated by the General Partner.

b. Withdrawals from any bank account of the Partnership shall be made upon such signature or signatures as the General Partner may from time to time designate.

18. Specific Performance

It is recognized by the parties that the provisions herein contained are of particular importance for the protection and promotion of their existing and future interests in the Partnership, or under these Articles, and that in the event of any breach of these Articles or failure to perform as required herein, a claim for monetary damages may not constitute an adequate remedy; and that it may, therefore, be necessary for the protection of the parties, their heirs, successors or assigns and for the effectuation of the provisions herein contemplated, in the event of a breach or non-performance of these Articles, to apply for specific performance thereof. It is, accordingly, hereby agreed that no objection to the form of the action, or to the relief prayed for in any proceeding for specific performance of this Agreement, shall be raised by any General or Limited Partner, his heirs, successors or assigns, or by the Partnership, in order that such relief may be obtained by any aggrieved General or Limited Partner or by the Partnership.

19. Power of Attorney

Each of the Limited Partners (including each substituted Limited Partner) hereby constitutes and appoints each of the General Partners his true and lawful attorney, and in his name, place and stead to make execute, sign, acknowledge, file, record and publish a Certificate of Limited Partnership and any other instruments and certificates as may be required under the laws of the State of Maryland, including but not limited to any duly adopted amendments to any such certificate or instrument (other

than an amondmont to this Agreement) and any cancellation thereof, and to include therein all information required by the laws of said State.

20. Address of Partners

Unless othorwiso specified in writton notice sent by him to the partnership, the address of each Partner for all purposes shall be as set forth next to his name as it appears in Articles 5 and 6 of this Agreement.

21. Indication of Consent

Whenever this Agreement provides for or refers to the consent of any specified number or proportion of Partners, a Partner may be conclusively deemed to have given his consent unless he shall have filed with the Partnership by registered or certified mail, his written objection to the action or course of conduct in question within sixty (60) days after the mailing to him by the General Partner or by any Limited Partner, by United States registered or certified mail, postage prepaid, and return receipt requested, of a request for his consent.

22. Action by General Partners

Unless otherwise provided in these Articles or by law, any action to be taken by the General Partner if there shall be more than one General Partner, shall be by vote of a majority thereof, which majority action shall be binding upon the Partnership.

23. Amendment

This Limited Partnership Agreement may be amended by the affirmative vote of Partners entitled to not less than seventy-five percent (75%) of the profits of the Partnership.

24. Severability

In the event that any provision of these Articles of Limited Partnership is deemed to be void or invalid by any Court of competent jurisdiction, then these Articles of Limited Partnership shall remain in full force and effect, except for such provision.

25. Benefit

This Limited Partnership Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

26. Gender

It is agreed that all references to the male gender shall also pertain to female and neuter genders and vice versa, and words in the singular number shall also be held to include the plural when the sense requires, and vice versa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and affixed their seals as of the day and year first above written.

ATTEST:

Lydia A. Blumenthal

GENERAL PARTNER

BLUMENTHAL LAW FIRM, P.A.

By: [Signature] (SEAL)
Harry C. Blumenthal, President

WITNESS:

Lydia A. Blumenthal

LIMITED PARTNER

Rona Rosenbaum (SEAL)
Rona Rosenbaum

AFTER RECORDATION PLEASE RETURN TO:

HARRY C. BLUMENTHAL, ESQUIRE
P.O. BOX 6484
ANNAPOLIS, MD 21401-6484

FILED
1995 JAN -3 PM 3:14
TALLAHASSEE, FLORIDA

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

BEFORE ME, the undersigned constituting all of the general partners of
CAZENOVIA LIMITED PARTNERSHIP, a Florida Limited
Partnership, certify as follows:

The amount of capital contributions to date of the limited
partners is \$ 100,000.00.

The total amount contributed and anticipated to be contributed
by the limited partners at this time totals \$ 100,000.00.

This 28th day of December, 19 94

FURTHER AFFIANT SAYETH NOT.

BLUMENTHAL LAW OFFICES, P.A.

By [Signature]

General Partner Harry C. Blumenthal, General Partner
President

General Partner

General Partner

General Partner

General Partner

STATE OF Maryland

COUNTY OF Anne Arundel

DATE December 28, 1994

BEFORE ME, the undersigned officer, a Notary Public authorized to
administer oaths and to take acknowledgments in and for the State
and County set forth above, personally appeared

HARRY C. BLUMENTHAL, President of Blumenthal Law Offices, P.A.

(General Partner(s), known to me and know by me to be the person(s)
who executed the foregoing Affidavit of Capital Contributions, and
Affiant(s) acknowledged to me and before me that Affiant(s) executed
this Affidavit as General Partner(s) of said partnership.

IN WHITNESS WHEREOF, I have hereunto set me hand and affixed my
official seal, in the State and County aforesaid, this

28th day of December, 19 94

[Signature]

NOTARY PUBLIC

State of Maryland ~~at Large~~ County of Anne Arundel
My Commission Expires: 1/1/97



FILED
945 JAN -3 PM 3:14
TALLAHASSEE, FLORIDA

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT

The undersigned General Partner of CAZENOVIA LIMITED PARTNERSHIP,
a Limited Partnership, agrees to be the Registered Agent of said
Limited Partnership and to accept service of process for said Limited
Partnership

This 28th day of December, 1994.

BLUMENTHAL LAW OFFICES, P.A.

By:


General Partner

FILED
1995 JAN -3 PM 3:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
ANNUAL REPORT
1996



FLORIDA DEPARTMENT OF STATE
Tallahassee, Florida
Secretary of State
DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

96 JAN -8 PM 5:15

1. Name of Limited Partnership

1n. DOCUMENT #
A95000000057

CAZENOVIA LIMITED PARTNERSHIP

Mailing Address

C/O HARRY C. BLUMENTHAL
300 SE 5TH AVE., APT. 7170
BOCA RATON FL 33432

Principal Office Address

C/O HARRY C. BLUMENTHAL
300 SE 5TH AVE., APT. 7170
BOCA RATON FL 33432

EXCEPT WHERE INDICATED

2. How Mailing Address, If Applicable

State, Apt. # etc.

City, State & Zip

200001686262
-01/11/96-01018-015
****138.75 ****138.75

2n. How Principal Office Address, If Applicable

State, Apt. # etc.

City, State & Zip

3. Date of end of Reg. period for this document
FLORIDA 01/03/1995

3n. Date of next Report

4. State or Country of Formation

FL

5a. Capital Contributions as shown on Record
\$100,000.00

5b. Amount of Capital Contributions as shown on Record
100,000.00

6. Filing Jurisdiction

Applied For

Not Applicable

7. CERTIFICATE OF STATUS REQUIRED

\$5.75 Additional Fee required for a Certificate of Status

8. FEES: 1) Filing Fee. Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$437.50.
2) Supplemental Fee. \$138.75 (pursuant to section 607.103, F.S.)
THE AMOUNT DUE SHALL BE NO LESS THAN \$191.25 (\$52.50 + \$138.75) AND NO MORE THAN \$570.25 (\$437.50 + \$138.75).
Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE

9. Name and Address of Current Registered Agent

BLUMENTHAL, HARRY C
300 SE 5TH AVE.
APT. 7170
BOCA RATON FL 33432

10. If a subject, now Registered Agent/Officer

Name

Current Address (If it has changed since last filing)

State, Apt. # etc.

City

200001686262
-01/11/96-01018-016
****437.50 ****437.50

Zip Code

FL

10a. Pursuant to the provisions of sections 620.10(5) and 620.102, Florida Statutes, the above named limited partnership organized or registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s). I hereby accept the appointment of registered agent. I am familiar with and accept the obligations of section 620.102, Florida Statutes.

DATE

SIGNATURE (Registered Agent Accepting Appointment)

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY

11. Name(s) of General Partner(s)

BLUMENTHAL LAW OFFICES, P.A.

11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers)

300 SE 5TH AVE., APT.

11b. City, State & Zip Code

BOCA RATON FL 33432

11c. Registered Document Number

S99259

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I hereby certify that the information supplied with this filing is true and correct, and that I am a general partner, officer, director, or trustee of the partnership, corporation, or other business entity, and that I am authorized to execute this statement on behalf of the partnership, corporation, or other business entity. If the partnership, corporation, or other business entity is a limited partnership, I am a general partner, officer, director, or trustee of the partnership, corporation, or other business entity. If the partnership, corporation, or other business entity is a limited liability company, I am a member, manager, or officer of the company. If the partnership, corporation, or other business entity is a trust, I am a trustee of the trust. If the partnership, corporation, or other business entity is a partnership, I am a partner in the partnership. If the partnership, corporation, or other business entity is a corporation, I am an officer or director of the corporation. If the partnership, corporation, or other business entity is a limited liability company, I am a member, manager, or officer of the company. If the partnership, corporation, or other business entity is a trust, I am a trustee of the trust. If the partnership, corporation, or other business entity is a partnership, I am a partner in the partnership. If the partnership, corporation, or other business entity is a corporation, I am an officer or director of the corporation. If the partnership, corporation, or other business entity is a limited liability company, I am a member, manager, or officer of the company. If the partnership, corporation, or other business entity is a trust, I am a trustee of the trust.

SIGNATURE

Typed or Printed Name of General Partner Signing Form

Registered Number

0002810

CR2E003 (6/95)