

1201 HAYS STREET
TALLAHASSEE, FL 32301-2607
904-222-9171
904-222-0393 FAX

800-342-8086

A95000001113



networks

PRITCHETT HALL
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 645521 8864A

AUTHORIZATION :

800001546588
-07/26/95--01043--012
***1137.50 ***1137.50

COST LIMIT : PREPAID

ORDER DATE : July 20, 1995

ORDER TIME : 2:36 PM

ORDER NO. : 645521

CUSTOMER NO: 8864A

CUSTOMER: Judy Carpenter, Legal Asst
FURR & COHEN, P.A.

Suite 412
1499 West Palmetto Park Road
Boca Raton, FL 33486

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 JUL 20 AM 10:18

DOMESTIC FILING

NAME: DEAUVILLE LANE REALTY
COMPANY, LTD.

RECEIVED
95 JUL 20 PM 4:03
DIVISION OF CORPORATIONS

ARTICLES OF INCORPORATION
XXX CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Unassigned

EXAMINER'S INITIALS: _____

G. TAX _____
FILING 1,050.00
R. AGENT FEE 35.00
C. COPY 52.50
TOTAL \$1,137.50
N. BANK _____
BALANCE DUE _____

BK
7/20/95

**AFFIDAVIT AND CERTIFICATE
OF LIMITED PARTNERSHIP
OF**

DEAUVILLE LANE REALTY COMPANY, LTD.

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WE, the undersigned, do hereby enter into this Certificate of Limited Partnership, under and pursuant to Chapter 620, Florida Statutes, being duly sworn, do hereby certify, state and declare as follows:

ARTICLE I

The name of this limited partnership, which is hereinafter referred to as "Partnership," shall be Deauville Lane Realty Company, Ltd.

ARTICLE II

The street address of the initial registered office of the limited partnership is 17842 Deauville Lane, Boca Raton, FL 33433, and the name of the initial registered agent of the limited partnership at that address is Alan A. Feldman.

ARTICLE III

The principal place of business and mailing address of the Partnership in Florida shall be:

17842 Deauville Lane
Boca Raton, FL 33433 33496

ARTICLE IV

The name and residence address of each General Partner of the Partnership are as follows:

<u>Name</u>	<u>Address</u>
Deauville Lane, Inc. P42000000116	17842 Deauville Lane. Boca Raton, FL 33433 33-98

ARTICLE V

This Partnership shall commence upon the filing of the certificate with the Secretary of State of the State of Florida and shall terminate as provided in the Partnership Agreement.

ARTICLE VI

The amount of cash and a description of and the agreed value of other property contributed by each Limited Partner is as follows:

<u>Cash</u>	<u>Name</u>
\$ 10.00	Deauville Lane, Inc.
330.00	Mindy Zalev
330.00	Wendy Gruneir
330.00	Bruce Feldman

The amount of cash and a description of and the agreed value of other property anticipated to be contributed is \$150,000.00.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned.

DEAUVILLE LANE, INC.

By:

Alan A. Feldman, President

Mindy Zalev

Wendy Gruneir

Bruce Feldman

ACKNOWLEDGEMENT OF REGISTERED AGENT

Having been designated as the Registered Agent for Deauville Lane Realty Company, Ltd., I hereby accept the designation and agree to act as the Registered Agent of said limited partnership.

Alan A. Feldman

Dated the 1st day of October, 1992.

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DIVISION OF CORPORATIONS
95 JUL 20 AM 10:18

PROVINCE OF ONTARIO
COUNTY OF YORK

The foregoing instrument was acknowledged before me the 1st day of October, 1992, by Alan A. Feldman, known to me to be the President of Beauville Lane, Inc., on behalf of said corporation.


NOTARY PUBLIC

PROVINCE OF ONTARIO
COUNTY OF YORK

The foregoing instrument was acknowledged before me the 1st day of October, 1992, by Mindy Zalev.


NOTARY PUBLIC

PROVINCE OF ONTARIO
COUNTY OF YORK

The foregoing instrument was acknowledged before me the 1st day of October, 1992, by Wendy Gruneir.


NOTARY PUBLIC

PROVINCE OF ONTARIO
COUNTY OF YORK

The foregoing instrument was acknowledged before me the 1st day of October, 1992, by Bruce Feldman.


NOTARY PUBLIC

LIMITED PARTNERSHIP AGREEMENT

AGREEMENT made as of the 1st day of October, 1992, by and among DEAUVILLE LANE, INC., a Florida corporation ("Deauville"), MINDY ZALEV ("Zalev"), WENDY GRUNEIR ("Gruneir"), and BRUCE FELDMAN ("Feldman"). Deauville, is referred to hereafter as "Partners" or individually as a "Partner".

WITNESSETH:

WHEREAS, the parties hereto desire to form a limited partnership ("Partnership") under the laws of the state of Florida.

NOW, THEREFORE, in consideration of their mutual covenants contained in this Agreement, the parties hereby agree to become partners and hereby form a limited partnership among themselves under the Uniform Limited Partnership Act as adopted by the state of Florida to engage in the business described in this Agreement for the period and upon the terms and conditions set forth in this Agreement.

ARTICLE I - ORGANIZATION OF THE PARTNERSHIP

A. Formation. The Partners hereby agree to join together as partners of the Partnership and shall forthwith execute documents and instruments as may be necessary or appropriate in connection with this agreement and the conduct of the affairs of the Partnership. Concurrently with the execution of this Agreement, the Partners shall sign and acknowledge a Certificate of Limited Partnership in accordance with the Florida Uniform Limited Partnership Act ("The Act"). The general partner shall cause the certificate to be filed with the Florida Secretary of State and in each County where it is required to be filed. The partners shall amend this certificate when required by this Agreement.

B. Name. The business of the Partnership shall be conducted under the firm name and style of DEAUVILLE LANE REALTY COMPANY, LTD.

C. Partners. Deauville shall be the General Partner of the Partnership. Zalev, Gruneir and Feldman shall each be Limited Partners. The addresses of the Partners are set forth in Exhibit "A" attached hereto.

D. Business and Purposes. The business and purposes of the Partnership shall be to acquire real estate in the state of Florida.

E. Term. The Partnership term (the "Term") shall commence upon execution of this Agreement and continue until twenty (20) years from the date of execution of this Agreement, unless the Partnership is sooner dissolved in accordance with the provisions of this Agreement. All provisions of this Agreement relative to dissolution, winding up and termination shall be cumulative; that is, the exercise or use of one of the provisions of this Agreement shall not preclude the exercise or use of any other provision.

F. Principal Place of Business. The Partnership's principal place of business shall be at 17842 Deauville Lane, Boca Raton, FL 33433. The business of the Partnership may be conducted at such other place or places as may from time to time be selected by the Partners.

G. Rights. Except as this Agreement provides otherwise, the Partners' rights, privileges and obligations shall be determined in accordance with The Act.

ARTICLE II - MANAGEMENT OF THE PARTNERSHIP

The General Partner shall in good faith use its best efforts and is hereby authorized to implement or cause to be implemented all actions of the Partnership and to conduct or cause to be conducted the ordinary and usual business and affairs of the Partnership in accordance with this Agreement.

ARTICLE III - CAPITAL CONTRIBUTIONS AND FINANCING

A. Initial Capital Contributions. The initial capital contributions to the Partnership shall be the aggregate amount of cash and the agreed value of other property and services contributed and agreed to be contributed by the Partners that is depicted on Exhibit "A". In the event any property contributed to the Partnership by any of the partners is subject to any encumbrances, the Partnership shall be deemed to assume the obligation of any such encumbrances.

B. Percentage Interest. The percentage interest of the partners are shown opposite their names as depicted in Exhibit "A" of this Agreement. Exhibit "A" shall be amended from time to time as necessary to add or replace Partners names and addresses into a and to adjust capital contributions and percentage interests upon the assignment of a partnership interest or substitution of a Partner as provided for in this Agreement.

C. Return of Capital. The return of capital contributions shall be made solely from the assets of the Partnership. No Partner shall have the right to demand or receive property other than cash from his Partnership interest. No interest shall be paid on any capital contribution.

D. Borrowing from Outside Sources. The amounts required for the purposes referred to in Article I.D. shall first be derived from the sums initially contributed to the Partnership. If, after such contributions have been exhausted and the Partners jointly determine that the Partnership requires added capital to finance its business and purposes as stated in Article I.C., the Partnership shall exercise its best efforts to borrow from outside sources, from time to time, all sums of money required for such purposes.

E. Voluntary Partner Loans. If at any time any Partner shall determine that, in order to protect or preserve the Partnership or its assets, additional funds are needed to meet the current cash requirements of the Partnership, then such Partner may (but shall not be obligated to) advance such funds to the Partnership as a loan. Each such loan shall bear simple interest at the rate per annum with respect to each calendar month which is equal to two percent (2%) above the "prime rate" most recently announced by Manufacturers Hanover Trust, New York as its prime rate, adjusted as of the first day of the month following any change in said prime rate.

F. Priority of Loans. The loans referred to above shall have the following priority of recording and repayment out of the Partnership's Cash Flow:

1. Outside loans referred to in Section D;
2. Voluntary Partner Loans referred to in Section E.

ARTICLE IV - ACCOUNTING AND TAX MATTERS

A. Books and Records. The General Partner shall keep proper and usual books and records pertaining to the Partnership's

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business in accordance with generally accepted accounting principles consistently applied, showing all of its assets and liabilities, receipts and disbursements, profits and losses, Partners' capital contributions and distributions, and all transactions entered into by the Partnership. The original books and records and all files of the Partnership shall be kept at the partnership's principal office and all Partners and their representatives shall at all reasonable times have free access thereto for the purpose of inspecting or copying the same. The books of the Partnership shall be maintained on a fiscal year ending December 31 and on a cash or accrual basis as determined by all the Partners.

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B. Banking. Funds of the Partnership shall be deposited in such bank accounts, money market accounts, brokerage accounts or other accounts as shall be determined by the General Partner.

C. Rights and Obligations of Limited Partners.

1. Liability of Limited Partner. The liability of each Limited Partner is limited to his Capital Contribution, and a Limited Partner is not otherwise required to contribute money to the Partnership.

2. Authority of Limited Partner. A Limited partner shall not participate in the management of, or have any control over, the business or policies of the Partnership. A Limited Partner shall not transact any business in the name of the Partnership. A Limited partner shall not sign any agreement, document, or instrument in the name of the Partnership or otherwise make commitments on behalf of the Partnership in his capacity as a Limited Partner.

ARTICLE V - ALLOCATION OF INCOME, GAIN, LOSS;
NET CASH FLOW AND OTHER DISTRIBUTIONS

A. Allocation of Net Income, Gain, Loss and Credits.

1. In General. For purposes hereof, "net income, gain or loss" shall mean the net income, gain or loss of the Partnership for federal income tax purposes, as determined by the Partners. Net income, gain or loss for any particular fiscal year shall be considered to have been earned ratably over the fiscal year of the Partnership, except that gain or loss arising from a disposition of Partnership property or assets, the dissolution and termination of the Partnership, or the transfer by a Partner of its interest in the Partnership, shall be taken into account as of the date thereof.

2. Basic Allocation. The interest of each Partner in net income, gain or loss of the Partnership (and each item of income, gain, loss, deduction or credit) shall be allocated to Partners in accordance with their respective Percentage Interests in the Partnership.

B. Certain Definitions. The following capitalized terms, as used in this Agreement, shall have the meanings ascribed to them below:

1. "Cash Expenditures" means all operating expenses and other disbursements paid by or on behalf of the Partnership in connection with its business, and amounts set aside as a reserve, including but not limited to commissions, closing costs, principal and interest on Partnership liabilities, and any other normal operating expense (including, without limitation, construction expense, taxes, insurance and other expenses incidental to the business of the Partnership). Cash Expenditures do not include allowances not requiring a cash outlay (such as depreciation or amortization), and distributions by the Partnership to the

Partners.

2. "Cash Receipts" means all operating revenues and other receipts actually received by the Partnership, including but not limited to, cash received from the sale or lease of Partnership assets or properties, interest received from banks and/or money market accounts, and from any other source (including Partnership borrowing and the net proceeds from any refinancing or sale of Partnership assets), including amounts previously set aside in a reserve but no longer required therefor. Cash Receipts do not include capital contributions.

3. "Cash Flow" is the excess of Cash Receipts over Cash Expenditures.

C. Distribution of Cash Flow. The cash flow shall be distributed at such times as the General Partner shall determine during each fiscal year of the Partnership but not less than annually.

D. Method of Distribution. No Partner shall be entitled to make withdrawals from its account except to the extent of distributions made pursuant to express provisions of this Agreement. Distributions may be in cash or in property or partly in each. However, a Partner shall not have the right to require that a distribution be made other than in cash. Any distribution in property shall be taken into account at fair market value.

E. Capital Accounts. A capital account shall be established for each Partner, and shall be adjusted as follows:

1. The capital account shall be credited with a Partner's (a) Initial Capital contribution (including the fair market value of contributed property or services), (b) Additional Capital Contributions, if any (whether cash, property or services) and (c) net income allocated in accordance with Section A.

2. The capital account shall be reduced by the amounts of (a) all distributions (in cash or other property) to the Partner, but excluding any repayment of a Partner Loan, and (b) all net losses allocated to the Partner in accordance with Section A.

ARTICLE VI - NON-TRANSFERABILITY AND NON-ADMISSIBILITY PROVISIONS

A. In General. No General Partner or Limited Partner shall have the right to assign any part of its interest in the Partnership.

B. Effect of Impermissible Transfer. Neither the Partnership nor any Partner shall be required to recognize the transferee of any interest in the Partnership. In the event such an unauthorized transfer takes place, then (i) such transferee shall have no right to vote, or to make an election, with respect to his or its interest in the Partnership, and (ii) at the option of the Non-Transferring parties, exercisable by notice to the transferee and transferor within sixty (60) days of actual knowledge of such transfer, the transferor shall be treated as having withdrawn from the Partnership.

ARTICLE VII - DISSOLUTION AND TERMINATION

A. Automatic Dissolution. If any of the following events shall occur:

1. if any partner shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any organization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or any future

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applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors; or

2. if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a partner seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, and said Partner shall acquiesce in the entry of such order, judgment or decree; or

3. if a partner shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors; or

4. if the shareholders of any corporate Partner shall vote for its dissolution as provided by law or any Partner shall be dissolved involuntarily; or

5. if the Partnership shall sell or otherwise dispose of substantially all of the assets of the Partnership; or

Then and in any such event the Partnership shall automatically be dissolved, provided however, that if any of the events described in items 1 through 3 above shall occur, then a dissolution of the Partnership shall only occur if agreed to by all of the Partners other than the Partner affected by any of the above stated provisions.

B. Winding Up and Termination. Upon dissolution of the Partnership, the Partnership affairs shall be wound up. Toward that end, the Partnership's assets shall be sold, and used to pay or provide for all liabilities other than to Partners. Thereafter:

1. The principal amount of and accrued interest on all loans (if any) by Partners shall be repaid; and

2. The proceeds of sale of the Partnership's assets and all other Partnership funds shall be distributed to the Partners in accordance with the provisions of Article V.

For purposes of this Agreement, the winding up of the affairs of the Partnership shall be deemed to have occurred on the earlier of (i) the completion of the sale of the Partnership assets and payment or provision for all liabilities other than to Partners, or (ii) the date which is one hundred eighty (180) days after the dissolution of the Partnership. If, after the occurrence of the winding up of the affairs of the Partnership, all of the loans of the Partners have not been fully paid (including interest thereon), then each Partner shall be severally liable for the repayment of a pro rata portion of the unpaid principal balance of such loans and the accrued interest thereon, equal to each Partner's Percentage Interest in the Partnership and shall make such payment within sixty (60) days after the winding up of the affairs of the Partnership.

C. Distribution of Liquidation Proceeds and Allocation of Gains and Losses. The net proceeds from liquidation of the Partnership's assets pursuant to its dissolution, winding-up, and termination shall be distributed, and all Profits and Losses resulting from the liquidation of Partnership property shall be allocated, among the Partners in the proportions and orders of priority specified in this Section G.

1. The net proceeds from liquidation of the Partnership's assets shall be distributed as follows:

a.) FIRST: to pay all the liabilities of the

Partnership that are then due and payable, except for both Capital Contributions of Partners and Partner Loans and other liabilities to the Partners, in the order of priority required by Florida Law, then

b.) SECOND: To establish any reasonable reserve that the Partners may determine is required for unpaid, future or contingent liabilities or obligations of the Partnership; then

c.) THIRD: To pay all Partner Loans in order of priority established by Article III.; then

d.) FOURTH: To pay all liabilities of the Partnership to the Partners not provided for in (c) above, pro rata according to the amounts of their respective liabilities; then

e.) FIFTH: To the Limited Partners and General Partner to the extent of any positive balances in their capital accounts, pro rata according to the amounts of their respective positive balances; then

f.) SIXTH: To the Partners, pro rata according to their respective Partnership Percentage Interests.

2. Any Profits or Losses resulting from the disposition of the Partnership's assets in the process of liquidation shall be allocated among the Partners in the manner provided in Article VII.A.

H. Limitation of Liability of Partners. Upon the dissolution of the Partnership and the distribution of the net liquidation proceeds pursuant to Article VII., each Partner shall look solely to the assets of the Partnership for the payment of its unreturned Capital Contributions, and if the Partnership's assets remaining after the payment or discharge of the debts and liabilities of the Partnership are insufficient to pay the full amount of the unreturned Capital Contributions of each Partner, the Partner shall have no recourse or claim against any Partner or the Partnership with respect to its unreturned Capital Contribution, except for claims for fraud, gross negligence, or breach of fiduciary duty.

I. Waiver of Right of Partition of Assets. Each Partner, and for its heirs, successors, and assigns, waives its right to the partition of the assets of the Partnership upon the dissolution and liquidation of the Partnership.

ARTICLE VIII - EXCULPATION OF THE PARTNERS

The doing of any act or the failure to do any act by a Partner, the effect of which may cause or result in loss or damage to the Partnership, if not done in contravention of a specific limitation or prohibition in this Agreement, and if done pursuant to advice of legal counsel employed by such Partner or by the Partnership or in good faith to promote the best interest of the Partnership, shall not subject such Partner to any individual or corporate liability. Without limiting the generality of the foregoing, neither Partner shall be liable for failure to make distributions or submit statements and reports to another Partner, correctly or on time, if such failure is due to clerical error, oversight, or any other reason other than lack of good faith or willful or gross negligence.

ARTICLE IX - GENERAL PROVISIONS

A. Investment Intention of Partners. The Partnership Interests have not been registered under the Securities Act of 1933 as amended (the "Securities Act"), or the Securities Law of any state, and nothing contained in this Agreement shall be deemed to

require such registration. Each Partner agrees that its interest is being acquired for the purpose of investment and not with a view to, or for sale in connection with, any distribution thereof, within the meaning of the Securities Act.

B. Entire Contract. This Agreement contains all representations of the Partners one to the other, and contains the entire contract among the Partners, and no modification or waiver of any provisions of this Agreement shall be valid unless in writing by all of the Partners.

C. Applicable Law. This Agreement shall be governed and construed according to the laws of the state of Florida, including its Uniform Partnership Act (which shall apply to the Partnership except to the extent this Agreement is inconsistent therewith). Venue of any proceedings brought with respect to this Agreement shall be Orange County, Florida.

D. Notices. All notices required or permitted under this Agreement must be in writing and shall be served by registered or certified mail, return receipt requested, to those addresses shown on Exhibit "A" attached hereto, or to such other address as any Partner may therefore have designated by written notice so delivered. Each such notice shall be deemed delivered on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be.

E. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Partners and their respective permitted successors and assigns and to no other parties.

F. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute a single instrument.

G. Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.

H. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

I. Severability. If any part of this Agreement, or any other Agreement entered into pursuant hereto, is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provisions shall be inapplicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

J. Rights of Parties. In the event that any of the parties shall default in performing any of his or its respective obligations hereunder, the other party or parties shall have the right (but not the obligation) to perform the defaulting party's obligations and shall be reimbursed by the defaulting party for the actual costs of so performing.

K. Partition. No Partner shall bring a partition suit with respect to any Partnership property. Any attempt to bring such a suit shall constitute a default by the Partner bringing such action.

L. Authorized Signatures. Each of the parties executing this Agreement hereby warrant that they have full authority to do so and neither party may attempt to void the terms and conditions of this

Agreement by virtue of claiming a lack of authorization of the signatory.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

DEAUVILLE LANE, INC.,
a Florida corporation

[Signature]

By: _____
President

[Signature]

By: [Signature]
Nindy Zalev

[Signature]

By: [Signature]
Wendy Grunier

[Signature]

By: [Signature]
Bruce Feldman

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EXHIBIT "A"

I. The name and addresses of the Partners are as follows:

GENERAL PARTNER:

Deauville Lane, Inc.
7830 Byron Drive
Unit 4
Riviera Beach, FL 33404

LIMITED PARTNERS:

Wendy Gruneir
33 Laureleaf nRoad
Thornhill, Ontario L3T 2X4

Mindy Zalev
3479 Ancaster Court
Windsor, Ontario N9E 405

Bruce Feldman
209 Richview Avenue
Toronto, Ontario M5P 3G2

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II. The Percentage Interests in the Partnership for the Partners are as follows:

PARTNER	INTEREST
Deauville Lane, Inc.	1.000%
Mindy Zalev	33.000%
Wendy Gruneir	33.000%
Bruce Feldman	<u>33.000%</u>
TOTAL	100%

III. The capital contributions and capital accounts of the Partners are as follows:

PARTNER	INITIAL CAPITAL CONTRIBUTION & CAPITAL ACCOUNT
Deauville Lane, Inc.	\$ 10.00
Mindy Zalev	330.00
Wendy Gruneir	330.00
Bruce Feldman	<u>330.00</u>
TOTAL	\$ 1,000.00

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
Sandra Morton
Secretary of State
DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

96 JAN -8 PM 3:11

1. Name of Limited Partnership

1a. DOCUMENT #
A95000001113

DEAUVILLE LANE REALTY COMPANY, LTD.

Mailing Address
7042 DEAUVILLE LANE
BOCA RATON FL 33486

Principal Office Address
17042 DEAUVILLE LANE
BOCA RATON FL 33486

2/1/10 DO NOT WRITE IN THIS SPACE

2. New Mailing Address, If Applicable

Suite, Apt. #, etc.

City, State & Zip

2a. New Principal Office Address, If Applicable

Suite, Apt. #, etc.

City, State & Zip

3. Date Formed or Registered to Do Business in
FLORIDA 07/20/1985

3a. Date of Last Report

4. State or Country of Formation

FL

5a. Capital Contributions as Shown
on Record:

\$150,000.00

5b. Amount of Capital Contributions in
FLORIDA to date:

\$140,000.00

6. FEI Number

X Applied For

Not Applicable

7. CERTIFICATE OF STATUS REQUIRED

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 607.193, F.S.)
THE AMOUNT DUE SHALL BE NO LESS THAN \$181.25 (\$52.50 + \$138.75) AND NO MORE THAN \$578.25 (\$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

FELDMAN, ALAN A
17042 DEAUVILLE LANE
BOCA RATON FL 33486

10. If changed, new Registered Agent/Office

Name

Street Address (P.O. Box Number is Not Acceptable)

Suite, Apt. #, etc.

City

FL

Zip Code

12a. Pursuant to the provisions of sections 620.1051 and 620.192, 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 620.192, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment)

DATE

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

11. Name(s) of General Partner(s)	11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers)	11b. City, State & Zip Code	11c. Registration/ Document Number
DEAUVILLE LANE, INC.	17042 DEAUVILLE LANE	BOCA RATON FL 33408	P82000001116
			100001686221 -01/11/96--01020--012 ***578.25 ***576.25

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

12. I do hereby certify that the information supplied with this filing is true and correct and does not qualify for the exemption stated in Section 119.07(3)(x), Florida Statutes. I release the Division of Corporations from any liability of non-compliance with Section 119.07(3)(x) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner in the limited partnership, receiver or trustee empowered to execute this report as required by chapter 620, Florida Statutes.

DEAUVILLE LANE, INC.

SIGNATURE

PER:

DATE October 19, 1995

407-994-0272

Typed or Printed Name of General Partner Signing Form

Alan Feldman signing as President of
General Partner - Deauville Lane, Inc.

6097511

CR2E003 (6/95)