

A96000000318

Steven B. Dolchin, P.A.
Attorney at Law

TAXATION
WILLS, ESTATES AND ESTATE PLANNING
CORPORATION AND BUSINESS LAW
ADMITTED IN FLORIDA AND PENNSYLVANIA

THE OAKS
SUITE 202 B
4330 BHERIDAN STREET
Hollywood, Florida 33021

BROWARD (305) 962-5800
MIAMI (305) 820-1128
TELEFAX (305) 962-1804

February 8, 1996

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

RE: LEIB LIMITED PARTNERSHIP
OUR FILE NO. 1341-02

4000001713044
-02-13/96-01086-000
****147.00 ****140.00

To Whom It May Concern:

Enclosed herewith is one original and one copy of the Certificate of Limited Partnership and the Affidavit of Capital Contribution for the above-referenced limited partnership.

Our check, payable to the Secretary of State, in the amount of \$140.00 is enclosed as payment of the following:

Filing Fee	\$ 52.50
Certified Copy of Certificate	52.50
Registered Agent Designation	<u>35.00</u>
	\$140.00

RECEIVED
FEB 12 1996
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Please return the certified copy to the attention of the undersigned. Thank you for your prompt attention and cooperation.

Very truly yours,


STEVEN B. DOLCHIN

SBD:vl
Enclosures

2/16/96 ad

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LEIB LIMITED PARTNERSHIP

A96000000318

SECRET
FEB 12 AM 6:39
TALLAHASSEE, FLORIDA

THIS CERTIFICATE is made and is effective on this 1st day of June, 1995 by the undersigned parties.

WHEREAS, the parties desire to form a limited partnership known as the Leib Limited Partnership (the "Partnership") under the Revised Florida Uniform Limited Partnership Act and other appropriate laws.

THEREFORE, the parties hereby agree and certify as follows:

1. Name. The Partnership's name is the Leib Limited Partnership.
2. Purpose. The Partnership's business is to acquire, own, manage and dispose of interests in real property and other property as the Partnership may acquire from time to time.
3. Place and Mailing Address of Business. The principal place of business and the mailing address for the Partnership in the State of Florida is 20421 N.E. 7th Court, North Miami Beach, Florida 33179. The General Partner may from time to time change the Partnership's principal place of business to another location.

4. Registered Agent. The street address of the initial registered office of this limited partnership is The Oaks, Suite 202B, 4330 Sheridan Street, Hollywood, Florida 33021, and the initial registered agent of this limited partnership at that address is STEVEN B. DOLCHIN.

5. Partners. The name and address of each Partner is shown on Schedule "A". All references to Schedule "A" are to Schedule "A", as amended from time to time. The General Partners acting for or on behalf of the Partnership may buy, sell or otherwise acquire real or other property and carry on and conduct the Partnership business, borrow money and execute promissory notes, secure such debts by any type of security agreement including, but not be limited to, any mortgage, deed of trust or financing statement, renew or extend any loans or notes, convey Partnership property in fee simple by deed or otherwise. No party dealing with all of the General Partners with respect to the Partnership property or to whom such property or any part thereof shall be conveyed, contracted to be sold, leased, mortgaged or refinanced by the General Partners, is obligated to see to the application of any purchase money, rent or money borrowed or advanced, or that the terms of the Leib Limited Partnership Agreement (the "agreement") have been complied with or to inquire into any of the terms of the agreement.

Every agreement of any type with respect to the Partnership property shall be conclusive evidence in favor of any and every person relying on it that at the time or times of the execution or delivery of this agreement, the Partnership was in full force and effect, the instrument was duly executed in accordance with the agreement's terms and provisions and is binding upon the Partnership and all the Partners, and the General Partners were duly authorized and empowered to execute and deliver any and every such instrument or document for or on behalf of the Partnership.

6. Term. The Partnership begins on the date of this Certificate and continues until January 1, 2030, unless previously terminated. The Partners may agree to extend the term after its normal expiration, but each Limited Partner may withdraw his capital from the Partnership at that time.

7. Capital Contribution. The amount of capital contributed to the Partnership by Partner is shown on Schedule "B". No Limited Partner may be required to make any additional capital contribution or be personally liable for any Partnership losses, debts, obligations or liabilities beyond the amount set forth opposite his name as his initial capital contribution.

8. Transfer of Limited Partnership Interest. A Limited Partner shall not transfer all or any portion of its Limited Partnership interest without the prior consent of all the Partners, which consent may be unreasonably withheld. If the Partnership is required to recognize a transfer that is not allowed under this

agreement, the interest transferred shall be only limited to the transferor's rights to distributions of profits and losses as provided by this agreement with respect to the transferred interests, which allocations and distributions may be applied to satisfy the debts, obligations and liabilities for damages that the transferor of such interests have to the Partnership. The transferee shall not interfere in the management or administration of Partnership business affairs, require any information or account of Partnership transactions or inspect the Partnership's books and records. The assignee agrees in writing to pay the Partnership a fee of no more than Five Hundred Dollars (\$500.00) to cover the costs and expenses in preparing, executing and recording an amendment to this Certificate. Only allowable transfers under the Partnership agreement are to "permitted transferees." A "permitted transferee" is any individual who is the personal representative of a limited partner, the person approved by the General Partner, whose approval may be unreasonably withheld, or an individual who is a member of the immediate family of a Limited Partner or a trust created for such person's benefit. An immediate family members includes a spouse, children, brothers, sisters and lineal ascendants and descendants.

9. *New Limited Partners.* No right is reserved to admit additional Limited Partners to the Partnership except (a) by unanimous agreement of all the Partners, and (b) in the event of an assignment of a Limited Partner of all or part of his

Limited Partnership interest with the consent of the General Partners, the assignee then may become a substituted limited partner.

10. Distributions. No Partner has any priority over any other Partner with respect to contributions, capital accounts or distribution upon liquidation, except that distribution of profits and losses shall be allocated in proportion to each Partner's capital interest in the Partnership.

11. Withdrawal of General Partner. No Limited Partner has the right to reform the Partnership and continue its business purpose on the retirement, death, dissolution or bankruptcy of the General Partners, except as may be necessary to the winding up and dissolution of the Partnership affairs.

A. If, however, within six (6) months from the retirement, withdrawal, death, dissolution, bankruptcy or incompetency of the General Partners, the Limited Partners elect to continue the Partnership business purpose, (1) the Partnership shall not be dissolved, (2) the Partnership shall continue pursuant to the agreement by the Limited Partners appointing Leonardo Leib or, if unable, one of themselves, (3) the interest of the General Partner who has withdrawn, retired, died, dissolved or went bankrupt shall be converted into a limited partnership interest, and (4) the certificate and agreement shall be amended to reflect these changes.

IN WITNESS WHEREOF, the General Partner and the Limited Partner have signed this Certificate of Limited Partnership Agreement the day and year first above written.

"GENERAL PARTNER"

Malaika B. Stewart
Witness Signature

M. Laib
MALKA LAIB

Malaika B. Stewart
Printed Witness Name

Valeri L. Thompson
Witness Signature

Valeri L. Thompson
Printed Witness Name

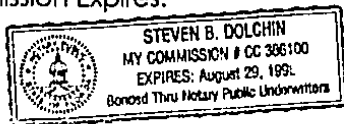
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
95 FEB 12 AM 11:40
211 000

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 1st day of June, 1995, in the aforesaid County and State. MALKA LAIB is personally known to me or has produced _____ as identification.

Steven B. Dolchin
NOTARY PUBLIC, State of Florida

My Commission Expires:



"LIMITED PARTNER"

Malaika B. Stewart
Witness Signature

Malaika B. Stewart
Printed Witness Name

M. Laib
MALKA LAIB

Valeri L. Thompson
Witness Signature

Valeri L. Thompson
Printed Witness Name

RECORDED
56 FEB 12 AM 9:40
STATE OF FLORIDA
TALLAHASSEE

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 1st day of June, 1995, in the aforesaid County and State. MALKA LAIB is personally known to me or has produced _____ as identification.

Steven B. Dolchin
NOTARY PUBLIC, State of Florida

My Commission Expires:




FILED
96 FEB 12 AM 8:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED LIMITED PARTNERSHIP, AT THE PLACE DESIGNATED IN ARTICLE 4 OF THIS CERTIFICATE OF LIMITED PARTNERSHIP, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE COMPLETE DISCHARGE OF ITS DUTIES.

DATED THIS 1ST DAY OF JUNE, 1995.



STEVEN B. DOLCHIN
(Registered Agent)

SCHEDULE "A"

NAME AND ADDRESS OF PARTNERS

GENERAL PARTNER:

Mrs. Malka Laib
20421 N.E. 7th Court
North Miami Beach, Florida 33179

LIMITED PARTNER:

Mrs. Malka Laib
20421 N.E. 7th Court
North Miami Beach, Florida 33179

REGISTERED AGENT:

Steven B. Dolchin, Esquire
The Oaks, Suite 202B
4330 Sheridan Street
Hollywood, Florida 33021
Telephone: (954) 962-5800

FILED
95 FEB 12 11 54 AM
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SCHEDULE "B"

INITIAL CAPITAL CONTRIBUTION BY THE PARTNERS

Capital Contribution

GENERAL PARTNER:

Malka Laib	\$500.00
------------	----------

LIMITED PARTNER:

Malka Laib	\$500.00
------------	----------

FILED
96 FEB 12 AM 8:40
SECRETARY OF STATE
TALLAHASSEE FLORIDA

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

The undersigned constituting all of the General Partners of the LEIB LIMITED PARTNERSHIP, a Florida Limited Partnership, certify:

The amount of capital contributions to date of the Limited Partners is \$ 500.00.

The total amount contributed and anticipated to be contributed by the Limited Partners at this time totals \$ 500.00.

FURTHER AFFIANT SAYETH NOT.

Under penalties of perjury I, MALKA LAIB, declare that I have read the foregoing and I know the contents thereof and that the facts stated herein are true and correct.

"GENERAL PARTNER"

Malka Laib
MALKA LAIB

96 FEB 12 AM 9:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

REC-11-117-119

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 1st day of June, 1995, in the aforesaid County and State. MALKA LAIB is personally known to me or has produced _____ as identification.

Steven B. Dolchin
NOTARY PUBLIC, State of Florida

My Commission Expires:

