

5/22/96  
A96 000001001

Charter Number Only

Requestor's Name: Jay D. Freedman Esq.  
Address: 3000 So. Ocean Blvd Suite 1205  
City: Boca Raton, FL 33067  
State: FL ZIP: 33067 Phone: 407-393-8236

VALIDATION ONLY

SECRET  
MAY 29 11:01  
FBI

CORPORATION(S) NAME

F.S.A. Concepts, INC  
O.T.B. Limited Partnership

*W960000045*

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|---|--|---|
| <input type="checkbox"/> Profit                         | <input type="checkbox"/> Amendment       | <input type="checkbox"/> Merger                     |
| <input type="checkbox"/> NonProfit                      | <input type="checkbox"/> Dissolution     | <input type="checkbox"/> Mark                       |
| <input type="checkbox"/> Foreign                        | <input type="checkbox"/> Annual Report   | <input type="checkbox"/> Other                      |
| <input checked="" type="checkbox"/> Limited Partnership | <input type="checkbox"/> Reservation     | <input type="checkbox"/> Change of Registered Agent |
| <input type="checkbox"/> Reinstatement                  | <input type="checkbox"/> Photo Copies    | <input type="checkbox"/> Certificate Under Seal     |
| <input checked="" type="checkbox"/> Certified Copy      | <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem            |
| <input type="checkbox"/> Walk In                        | <input type="checkbox"/> Will Wait       | <input type="checkbox"/> After 4:30                 |
| <input checked="" type="checkbox"/> Pick Up             | <input type="checkbox"/> Mail Out        |   |

Name
Availability
Document
Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

C. TAX \_\_\_\_\_  
FILING 17.50  
R. AGENT FEE 3.50  
C. COPY 1.05  
TOTAL 18.95  
1. PAPER \_\_\_\_\_  
SALARIES DUE \_\_\_\_\_  
FILING \_\_\_\_\_

**CERTIFIED COPY**

*MIC 5/24/96*

Empire Toll Free: 1-800-432-3028

REC-00115  
SECRETARY'S OFFICE  
MAY 29 PM 11:07

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**O.T.B. LIMITED PARTNERSHIP**

**CERTIFICATE OF LIMITED PARTNERSHIP**

dated May 24, 1996

between

F S A. CONCEPTS, INC.

General Partner

and

Louis Trematerra,

Limited Partner

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**CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
O.T.B. LIMITED PARTNERSHIP**

**KNOW THAT, F.S.A. CONCEPTS, INC.**, a Florida corporation, having an address at 940 Sweetwater Lane, Suite 212, Boca Raton, Florida 33431 ("General Partner"), and Louis Trematerra, having an address at 2240 S.W. 16th Place, Boca Raton, Florida 33431 ("Limited Partner") **DO HEREBY CERTIFY THAT**

- 1 The name of the Partnership is "O.T.B. LIMITED PARTNERSHIP"
- 2 The character of the business of the Partnership is to engage in any and all lawful activities so as to produce a return on the investment of partnership assets. Such activities may include, but are in no way limited to, investment in securities of all types and ratings (including non-listed and non-publicly traded securities); lending, financing or participation in transactions to provide financing, the acquisition, ownership, holding, improving, managing and operating the real and/or personal property; incurring indebtedness, secured and unsecured, mortgaging, financing, refinancing, encumbering, leasing, selling, exchanging, conveying, transferring or otherwise dealing with or disposing of any partnership property or assets under the partnership control; lending partnership assets in both secured and unsecured loan arrangements; engaging in business operations and entering into and performing contracts and agreements incidental to the business of the Partnership, and carrying on any other activities necessary and incidental to the foregoing.
- 3 The mailing address and location of the principal place of business of the Partnership is 940 Sweetwater Lane, Suite 212, Boca Raton, Florida 33431. The General Partner is the agent of the Partnership for the service of process at said address.  
pq5000047721
4. The name and address of the General Partner are: F.S.A. CONCEPTS, INC., a Florida corporation, having an address at 940 Sweetwater Lane, Suite 212, Boca Raton, Florida 33431 ("General Partner"). The name and address of the Limited Partner are: Louis Trematerra, having an address at 2240 S.W. 16th Place, Boca Raton, Florida 33486 ("Limited Partner").
5. The General Partner F.S.A. CONCEPTS, INC. has contributed to the capital of the Partnership \$9,000.00. The Limited Partner Louis Trematerra has contributed to the capital of the Partnership \$891,000.00.
6. No additional contributions have been agreed to be made by the Limited Partner.

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CLERK OF DISTRICT COURT  
JUL 26 1996  
MAY 29 1996

7 As used in the Limited Partnership Agreement, the term "Partners' Percentage Interest" means the percentages set forth opposite the name of each Partner below

General Partner -- Percentage Interest

F S A CONCEPTS, INC -- 1 percent  
940 Sweetwater Lane, Suite 212  
Boca Raton, Florida 33431

Limited Partner -- Percentage Interest

Louis Trematerra -- 99 percent  
2240 S W 16th Place  
Boca Raton, Florida 33486

During each fiscal year, the net profits and net losses of the Partnership (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Partner in proportion to the Partners' Percentage Interests.

The net profits of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital account of the Partners in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Partners in proportion to the Partners' Percentage Interests. The net losses of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Partners are in excess of the original contributions of such Partners, in proportion to each excess balance in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Partners in proportion to the Partners' Percentage Interests.

The cash receipts of the Partnership shall be applied in the following order of priority: (a) to the payment by the Partnership of interest and amortization on any mortgages on the Property, amounts due on debts and liabilities of the Partnership other than to any Partner, and operating expenses of the Partnership; (b) to the payment of interest and amortization due on any loan made to the Partnership by any Partner; (c) to the establishment of cash reserved determined by the General Partner to be necessary or appropriate, including without limitation reserves for the operation of the Partnership's business, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Partnership by any Partner. Thereafter, the cash receipts of the Partnership shall be distributed among the Partners as provided in the Limited Partnership Agreement.

Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts of the Partnership, other than from capital transactions, shall be allocated among the Partners in proportion to the Partners' Percentage Interests

Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts from capital transactions shall be allocated in the following order of priority: (a) to the Partners in proportion to their respective capital accounts until each Partner has received cash distributions equal to any positive balance in his capital account, then (b) to the Partners in proportion to the Partners' Percentage Interests

8 The contributions of the Limited Partner are to be returned upon the dissolution of the Partnership, to the extent the Partnership has funds available therefor, or, subject to the limitations imposed by law, at such earlier time as may be determined by the General Partner in accordance with the Limited Partnership Agreement. No partner has the right to demand a return of capital or distribution of income or capital.

9 No Limited Partner is given any right to demand or receive property other than cash in return of his capital contribution, provided, however, that in the event of the liquidation of the Partnership there may be distributed property of the Partnership in kind to the Limited Partner in return for his capital contributions, as is more particularly set forth in the Limited Partnership Agreement.

10 No Limited Partner has the right to substitute an assignee as a Limited Partner in his place except with the consent of the General Partner and in accordance with the terms and conditions of the Limited Partnership Agreement. The Limited Partnership Agreement includes a right of first refusal if a Partner desires to assign or transfers any interest in the Partnership.

11 The General Partner has not been given the right to admit additional Limited Partners into the Partnership, unless all partners unanimously consent thereto and otherwise comply with the terms of the Limited Partnership Agreement.

12 The term of Partnership shall continue until December 31, 2050, unless sooner terminated pursuant to the terms and conditions of the Limited Partnership Agreement. The Partnership shall terminate upon the occurrence of any of the following: the disposition of all or substantially of the Property and other assets of the Partnership; the decision of the General Partner with the consent of the Limited Partners holding a majority in interest of the Limited Partners' interests hereunder; or any other event which pursuant to the Limited Partnership Agreement shall cause a termination of the Partnership.

13 The partnership will not terminate merely because of the death, retirement, bankruptcy, or other incapacity of the General Partner. In the event of such incapacity, a new General Partner may be designated pursuant to the terms of the Limited Partnership Agreement, and the partnership shall continue in existence.

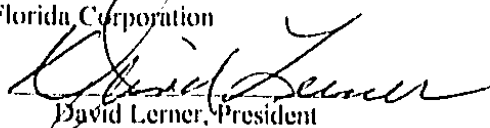
1.4 This certificate shall be effective upon the date of its filing with the Secretary of State

This certificate is duly executed and is being filed in accordance with Section 620.108 of the Florida Revised Uniform Limited Partnership Act

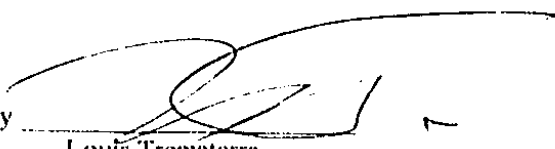
The parties hereto have executed this Certificate on May 24, 1996

F.S.A. CONCEPTS, INC.  
a Florida Corporation

By

  
David Lerner, President  
of the General Partner

By

  
Louis Trematerra  
Limited Partner

FILED  
SECRETARY OF STATE  
DIVISION  
96 MAY 29 AM 11:07

RECEIVED  
NOTARY PUBLIC  
66 MAY 29 AM 11:07

STATE OF FLORIDA                     )  
  ) SS  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me this 24th day of May, 1996 by David Lerner, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath, who being duly sworn, did depose and say and did acknowledge that he is the President and Secretary of F S A. CONCEPTS, INC., the corporation described in and which executed the foregoing Agreement, that he knows the seal of said corporation; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by the order of the board of directors of the said corporation; and that he signed his name thereto by like order

(seal)

Michelle L Camacho  
Notary Public, State of Florida

My commission expires on



MICHELLE L. CAMACHO  
My Commission CC542240  
Expires Mar. 24, 2000

The foregoing instrument was acknowledged before me this 24th day of May, 1996 by Louis Trematerra, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

(seal)

Michelle L Camacho  
Notary Public, State of Florida

My commission expires on



MICHELLE L. CAMACHO  
My Commission CC542240  
Expires Mar. 24, 2000

**O.T.B. LIMITED PARTNERSHIP**  
**AFFIDAVIT OF CAPITAL CONTRIBUTIONS**

STATE OF FLORIDA                   )  
  ) SS  
COUNTY OF PALM BEACH        )

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
56 MAY 29 PM 11:07

BEFORE ME, the undersigned, personally appeared David Lerner, President of F S A Concepts, Inc., constituting all of the General Partners of O.T.B. LIMITED PARTNERSHIP, a Florida Limited Partnership, and states the following.

The amount of capital contributions to date of the Limited Partners is \$891,000.

No additional contributions have been agreed to be made by the Limited Partner nor are any additional contributions anticipated to be made.

The amount of capital contributions to date of the General Partner is \$9,000.

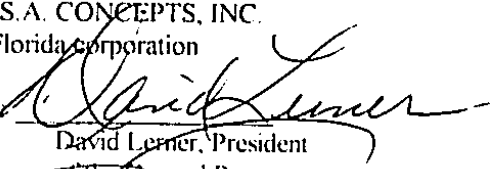
No additional contributions have been agreed to be made by the General Partner nor are any additional contributions anticipated to be made.

Signed this 24th day of May, 1996.

FURTHER AFFIANT SAYETH NOT

Under the penalties of perjury I declare that I have read the foregoing and that the facts alleged are true and correct, to the best of my knowledge and belief.

F.S.A. CONCEPTS, INC.  
a Florida corporation

By   
David Lerner, President  
of the General Partner

By   
Louis Trematerra  
Limited Partner



The foregoing instrument was acknowledged before me this 24th day of May, 1996 by David Lerner, as President of F.S.A. Concepts Inc., and General Partner of O.T.B. LIMITED PARTNERSHIP who is personally known to me or has produced identification and who did/did not take an oath, and by Louis Trematerra, Limited Partner of O.T.B. LIMITED PARTNERSHIP who is personally known to me or has produced as identification and who did/did not take an oath

96 MAY 24 11:07  
NOTARY PUBLIC  
STATE OF FLORIDA

(seal)

*Michelle L Camacho*  
Notary Public, State of Florida

My commission expires on



MICHELLE L. CAMACHO  
My Commission CCB42249  
Expires Mar. 24, 2000

ACCEPTANCE OF APPOINTMENT

The undersigned acknowledges and accepts his appointment as registered agent of OTB LIMITED PARTNERSHIP and agrees to act in that capacity and is familiar with the obligations set forth in Section 620, Florida Statutes

Date

5-24-96  
*David Lerner*  
David Lerner

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DIVISION OF CORPORATIONS  
96 MAY 29 AM 11:07

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me this 24th day of May, 1996 by David Lerner, who is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

(seal)

*Michelle L. Camacho*  
\_\_\_\_\_  
Notary Public, State of Florida

My commission expires on



MICHELLE L. CAMACHO  
My Commission CC542240  
Expires Mar. 24, 2000