

[illegible]

CERTIFICATE OF LIMITED PARTNERSHIP
OF MEDINA REALTY LIMITED PARTNERSHIP

The undersigned, in order to form a limited Partnership pursuant to the Florida Revised Uniform Limited Partnership Act (1986) of the State of Florida and on the terms and conditions set forth in an agreement of limited partnership for MEDINA, L.P. dated July 2, 1996 (the "Partnership Agreement"), does hereby provide the following information:

(a) The Name of the Partnership:

MEDINA REALTY LIMITED PARTNERSHIP

(b) The Address of Original Registered Office and Name and Address of Original Registered Agent for Service of Process:

JEROME Z. GINSBURG residing at 886 Riverside Drive, Ormond Beach, Florida 32176 is the original registered agent and his address is the address of the original registered office

(c) The Name and Business Address of the General Partner:

FRIENDLY MANAGEMENT, INC. 196 (0000 2702)
886 Riverside Drive, Ormond Beach, Florida 32176

(d) A Mailing Address and Principal Place of Business Address for the Partnership:

886 Riverside Drive, Ormond Beach, Florida 32176

(e) The latest Date on which the Partnership is to Dissolve:

The date which is fifty (50) years from the date on which this certificate is filed.

(f) The Times at which or Events on the Happening of which any Additional Contributions, If Any, Agreed to be Made by Each Partner are to be Made

No Partner shall at any time be required to make additional contributions to the Partnership

(g) Any Power of a Limited Partner to Grant the Right to Become a Limited Partner to an Assignee of any Part of his Partnership Interest and the Terms and Conditions of the Power:

A Limited Partner has the right to substitute any transferee, subject to the consent of the General Partner. A Limited Partner has the right, without the consent of the General Partner, to substitute certain Family Transferees. In any event, in order to become a Limited Partner a transferee must agree to be bound by the terms of the Partnership Agreement.

(h) If Agreed Upon, the Time at Which or the Events on the Happening of Which a Partner May Terminate his Membership in the Limited Partnership and the Amount of or the Method of Determining the Distribution to Which He May be Entitled Respecting his Partnership Interest, and the Terms and Conditions of the Termination and Distribution:

No Partner has any right to terminate his membership in the Limited Partnership and be entitled to receive a distribution respecting his Partnership Interest.

(i) Any Right of a Partner to Receive Distributions from the Limited Partnership Including Cash or a Return of All or Any Part of the Partner's Contribution:

A Partner shall have no right to receive from the Partnership any distributions of property, including cash or a return of all or any part of the Partner's contribution to the Partnership, except that upon dissolution of the Partnership, the net assets of the Partnership remaining after satisfaction of all debts and liabilities of the Partnership shall be distributed to the Partners in accordance with their positive Capital Account balances as of the date of such distribution, after giving effect to all contributions, distributions and allocations for all periods, including the period during which such distribution occurs.

(j) An Affidavit Signed by the Limited Partners Declaring the Amount of their Capital Contribution and the Amount Anticipated to be Contributed by the Limited Partners Accompanies This Certificate.

IN WITNESS WHEREOF, the undersigned has executed this

Certificate of Limited Partnership this 2nd day of June, 1996.

Jerome Z. Ginsborg
JEROME Z. GINSBORG, President
of the General Partner

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

AFFIDAVIT OF LIMITED PARTNER
FILED WITH THE CERTIFICATE OF LIMITED PARTNERSHIP
OF
MEDINA REALTY LIMITED PARTNERSHIP

The undersigned, JEROME Z. GINSBURG, individually, and MERLE GINSBURG and PAUL J. RICHARDS, as trustees of a certain trust agreement dated August 15, 1995, each of full age and being duly sworn upon his or her oath, do depose and say that:

1. This Affidavit is being filed with the Certificate of Limited Partnership of MEDINA REALTY LIMITED PARTNERSHIP (the "Partnership").
2. JEROME Z. GINSBURG, individually, and MERLE GINSBURG and PAUL J. RICHARDS, as trustees of a certain trust agreement dated August 15, 1995, are the only initial limited partners of the Partnership.
3. The entire initial capital contribution to the Partnership made by the initial limited partners will consist of a 99% interest in certain undeveloped land, which 99% interest is valued at \$247,500.
4. It is anticipated that the undersigned initial limited partners will make no further capital contributions to the Partnership.

Jerome Z. Ginsburg
JEROME Z. GINSBURG,
individually

Merle Ginsburg
MERLE GINSBURG, as trustee

Paul J. Richards
PAUL J. RICHARDS, as trustee

Sworn to and subscribed
before me this 6th day
of June, 1996.

Corraine A. Citro
Notary Public of the
State of New York

CORRAINE A. CITRO
Notary Public, State of New York
No. 40 0638520
Qualified in Westchester County
Commission Expires March 30, 1997

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE
AND
ACCEPTANCE OF REGISTERED AGENT

Pursuant to the provisions of the Florida Statutes, MEDINA REALTY LIMITED PARTNERSHIP submits the following statement designating the registered office/registered agent of the limited partnership in the state of Florida and indicating the acceptance of the agent.

1. The name of the limited partnership is MEDINA REALTY LIMITED PARTNERSHIP
2. The name and address of the registered agent and office is:
JEROME Z. GINSBURG
886 Riverside Drive, Ormond Beach, Florida 32176

Having been named as registered agent to accept service of process for the above stated limited partnership at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

JEROME Z. GINSBURG
JEROME Z. GINSBURG

DATE 6/6/96

A96000001140

SUITE 103

41 BUSINESS PARK DRIVE

ARMONK, NEW YORK 10504

(914) 273-5800

TELEFAX (914) 273-0503

December 11, 1996

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Florida Department of Revenue
Division of Corporations
PO Box 6327
Tallahassee, Florida, 32314

90000203229--3
-12/19/96--01011--002
*****\$2.50 *****\$2.50

RE: Certificate of Cancellation for
Medina Realty Limited Partnership

Gentlemen:

Enclosed please find a completed Certificate of Cancellation for Medina Realty Limited Partnership together with a check in the amount of \$52.50 for the fee to file the cancellation.

Please forward the acknowledgement of this cancellation to me at the above address. If you have any questions regarding this matter, you may call Paul J. Richards at (914) 273 5800 between the hours of 9:30 AM and 5:30 PM, Monday through Friday.

Thank you for your cooperation and attention to this matter.

Very truly yours,

Jerome Z. Ginsburg
Jerome Z. Ginsburg, President
Friendly Management, Inc., General Partner
JZG:lac

96 DEC 18 PM 1:13

FILED

A96000001140

1. Name	
2. Address	
3. Amount	DCC
4. Date	DCC
5. Per	C
6. fyer	C
7. Acknowledgement	DCC
8. Verifier	DCC

**CERTIFICATE OF CANCELLATION
FOR**

Medina Realty Limited Partnership
(insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.113, Florida Statutes, this Florida limited partnership, whose certificate was filed with the Florida Department of State on June 18, 1996, hereby submits this certificate of cancellation.

FIRST: Reason for cancellation: (State why partnership is submitting cancellation)

*Assets transferred to another partnership and
partnership discontinued operations*

SECOND: This certificate of cancellation shall be effective at the time of its filing with the Florida Department of State.

THIRD: Signatures of all general partners.

Friendly Management, Inc.

Jerome Z. Ansbury, President