

CONTACT:

OFFICE USE ONLY (Document #)

A9600002395

559511

UCC FILING & SEARCH SERVICES, INC.

(Requestor's Name)

526 EAST PARK AVENUE

(Address)

TALLAHASSEE FL 32301

(City, State, Zip)

(904) 681-6628

(Phone #)

3000002046293L-0

-01/06/97-01012F-001

111705.00 111705.00 111705.00

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (If known):

1 Buscemi Family Limited Partnership (Document #)

2 _____ (Corporation Name) (Document #)

3 _____ (Corporation Name) (Document #)

4 A96-2395 (Corporation Name) (Document #)

Walk In

Pick Up Time

Mail Out

Will Wait

Photocopy

Certified Copy

Certificate of Status

Certificate of Good Standing

ARTICLES ONLY

ALL CHARTER DOCS

Certificate of FICTITIOUS NAME

FICTITIOUS NAME SEARCH

CORP SEARCH

NEW FILINGS	
Profit	
NonProfit	
Limited Liability	
Domestication	
Other	

AMENDMENTS	
Amendment	
Resignation of R A, Officer/Director	
Change of Registered Agent	
Dissolution/Withdrawal	
Merger	

OTHER FILINGS	
Annual Report	
Fictitious Name	
Name Reservation	

REGISTRATION/QUALIFICATION	
Foreign	
X Limited Partnership	
Reinstatement	
Trademark	
Other	

RECEIVED
DIVISION OF CORPORATION
111705.00 111705.00 111705.00
6/22/97 PH 22

**HOLD FOR
PICKUP BY
UCC SERVICES**

Examiner's Initials

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BUSCEMI FAMILY LIMITED PARTNERSHIP

96 DEC 20 PH 59
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS CERTIFICATE is made and is effect on this 9th day of February 1995 by
the undersigned parties.

WHEREAS, the parties desire to form a limited partnership known as the
Buscemi Family Limited Partnership (the "Partnership") under the 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 Buscemi Family 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 11314
Westland Circle, Boynton Beach, Florida 33437. 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 Buscemi Family 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.

1. SEC 99
2. PHASSE 20
3. FILED
4. LOAN

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. Each Limited Partner may transfer his Partnership interest, subject to offering the interest to the Partnership or obtain consent of all Partners, but the assignee shall not become a substituted partner unless the General Partners consent in writing the assigning partner provides in the instrument of assignment, the assignee agrees in writing to be bound by the provisions of the agreement and this Certificate and the assignee

pays the Partnership a fee of no more than Five Hundred Dollars (\$500.00) to cover the costs and expenses of preparing, executing and recording an amendment to this Certificate.

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 ninety-nine percent (99%) to the General Partners and one percent (1%) to the Limited Partners.

11. Withdrawal of General Partner. No Limited Partner has the right to reform the Partnership and continue its business purpose on the retirement, withdrawal, 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 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 Partners and the Limited Partners have signed this Certificate of Limited Partnership Agreement the day and year first above written.

1. SECRET
2. TALLAHASSEE, FL
3. 3:59
4. 56 DECEMBER 2001
5. FLORIDA

"GENERAL PARTNER"

Kimberly A. Hunt
Witness Signature
Kimberly A. Hunt

Printed Witness Name

Sharon L. Fudge
Witness Signature
Sharon L. Fudge

Printed Witness Name

Joseph Buscemi
JOSEPH BUSCEMI

Kimberly A. Hunt
Witness Signature
Kimberly A. Hunt

Printed Witness Name

Sharon L. Fudge
Witness Signature
Sharon L. Fudge

Printed Witness Name

Joseph Buscemi
IRNA BUSCEMI

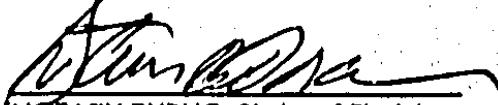
FILED

56 DEC 20 PH 3

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

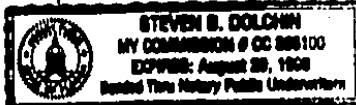
STATE OF FLORIDA
|
COUNTY OF BROWARD |
| SS:

SWORN TO AND SUBSCRIBED before me this 9th day of February, 1995, in
the aforesaid County and State. JOSEPH BUSCEMI is personally known to me or
has produced _____ as identification.



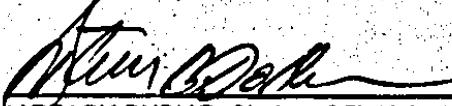
NOTARY PUBLIC, State of Florida

My Commission Expires:



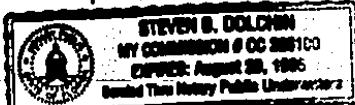
STATE OF FLORIDA
|
COUNTY OF BROWARD |
| SS:

SWORN TO AND SUBSCRIBED before me this 9th day of February, 1995, in
the aforesaid County and State. IRNA BUSCEMI is personally known to me or has
produced _____ as identification.



NOTARY PUBLIC, State of Florida

My Commission Expires:



"LIMITED PARTNER"

Kimberly A. Hunt
Witness Signature

Kimberly A. Hunt
Printed Witness Name

Sharon L. Fudge
Witness Signature

Sharon L. Fudge
Printed Witness Name

Joseph Buscemi
JOSEPH BUSCEMI

Kimberly A. Hunt
Witness Signature

Kimberly A. Hunt
Printed Witness Name

Sharon L. Fudge
Witness Signature

Sharon L. Fudge
Printed Witness Name

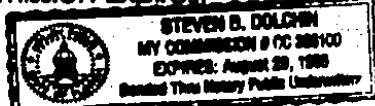
Irma Buscemi
IRMA BUSCEMI
96 DEP 20 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

STATE OF FLORIDA)
)
COUNTY OF BROWARD)
)
ss:

SWORN TO AND SUBSCRIBED before me this 9th day of February, 1995, in
the aforesaid County and State. JOSEPH BUSCEMI is personally known to me or
has produced _____ as identification.

Steven B. Dolan
NOTARY PUBLIC, State of Florida

My Commission Expires:

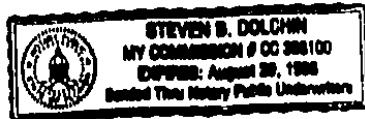


STATE OF FLORIDA)
COUNTY OF BROWARD)
 |ss:

SWORN TO AND SUBSCRIBED before me this 9th day of February 1995, in
the aforesaid County and State. IRNA BUSCEMI is personally known to me or has
produced _____ as identification.


NOTARY PUBLIC, State of Florida

My Commission Expires:



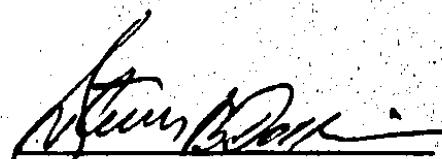
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96 DEC 20 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE BY REGISTERED AGENT

56 DEC 20 PH
59
SECRETARY OF STATE
TALLAHASSEE, FLA.
FILED

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 9th DAY OF February, 1995


STEVEN B. DOLCHIN
(Registered Agent)

SCHEDULE "A"

NAME AND ADDRESS OF PARTNERS

GENERAL PARTNER:

Mr. Joseph Buscemi
11314 Westland Circle
Boynton Beach, Florida 33437

Mrs. Irma Buscemi
11314 Westland Circle
Boynton Beach, Florida 33437

LIMITED PARTNER:

Mr. Joseph Buscemi
11314 Westland Circle
Boynton Beach, Florida 33437

Mrs. Irma Buscemi
11314 Westland Circle
Boynton Beach, Florida 33437

REGISTERED AGENT:

Steven B. Dolchin, Esquire
The Oaks, Suite 202B
4330 Sheridan Street
Hollywood, Florida 33021

96 DEC 20 PM 3:59
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SCHEDULE "B"

INITIAL CAPITAL CONTRIBUTION BY THE PARTNERS

	<u>Capital Contribution</u>	
<u>GENERAL PARTNERS:</u>		
Joseph Buscemi	\$ 30,850.00	
Irma Buscemi	\$ 30,850.00	
<u>LIMITED PARTNERS:</u>		
Joseph Buscemi	\$277,650.00	
Irma Buscemi	\$277,650.00	

96 DEC 20 PM 3:59
RECEIVED
SACRISTY OF ST. JOSEPH
LAHASSEE, FLORIDA
FILED

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

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

The amount of capital contributions to date of the Limited Partners is \$555,300.00.

The total amount contributed and anticipated to be contributed by the Limited Partners at this time totals \$555,300.00.

FURTHER AFFIANT SAYETH NOT.

Under penalties of perjury we, JOSEPH BUSCEMI and IRNA BUSCEMI, declare that we have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

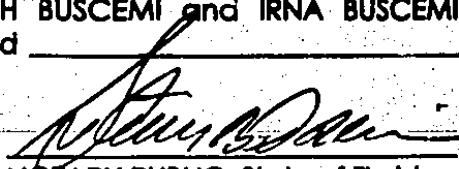
"GENERAL PARTNERS"


JOSEPH BUSCEMI

IRNA BUSCEMI

STATE OF FLORIDA)
)ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 9th day of February, 1995, in the aforesaid County and State. JOSEPH BUSCEMI and IRNA BUSCEMI are personally known to me or have produced _____ as identification.


NOTARY PUBLIC, State of Florida

My Commission Expires:

