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A96000002464

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OFFICE USE ONLY

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

1 Lemangino Limited Partnership (Document #)

(Corporation Name)

(Document #)
RUSH
(Document #)

2 _____ (Corporation Name)

3 _____ (Corporation Name)

4 _____ (Corporation Name)

(Document #)

Walk In

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Certificate of Status

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Certificate of Good Standing

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ARTICLES ONLY

NEW FILINGS	
Profit	<input type="checkbox"/> Amendment
NonProfit	<input type="checkbox"/> Resignation of R A, Officer/Director
Limited Liability	<input type="checkbox"/> Change of Registered Agent
Domestication	<input type="checkbox"/> Dissolution/Withdrawal
Other	<input type="checkbox"/> Merger

AMENDMENTS	
<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment
<input type="checkbox"/> NonProfit	<input type="checkbox"/> Resignation of R A, Officer/Director
<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Change of Registered Agent
<input type="checkbox"/> Domestication	<input type="checkbox"/> Dissolution/Withdrawal
<input type="checkbox"/> Other	<input type="checkbox"/> Merger

OTHER FILINGS	
<input type="checkbox"/> Annual Report	<input type="checkbox"/> Foreign
<input type="checkbox"/> Fictitious Name	<input checked="" type="checkbox"/> Limited Partnership
<input type="checkbox"/> Name Reservation	<input type="checkbox"/> Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/> Annual Report	<input type="checkbox"/> Foreign
<input checked="" type="checkbox"/> Fictitious Name	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Name Reservation	<input type="checkbox"/> Reinstatement
	<input type="checkbox"/> Trademark
	<input type="checkbox"/> Other

**HOLD FOR
PICKUP BY
UCC SERVICES**

Examiner's Initials

BRWM

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

96 DEC 26 PM 4:00

CERTIFICATE OF LIMITED PARTNERSHIP
OF

LOMANGINO LIMITED PARTNERSHIP

THIS CERTIFICATE is made on this *19th day of December 1996* by the
undersigned parties.

WHEREAS, the parties desire to form a limited partnership known as the
Lomangino 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 Lomangino 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 2651
South Course Drive, Apt. 201, Pompano Beach, Florida 33069. 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 2028, 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 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 Lomangino 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 this Certificate is duly filed 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 transferee shall not be a substituted partner and shall only have the rights of an assignee of the partnership interest. 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 or transferee 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. The 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 all the General Partners, 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, 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. If a General Partner dies, becomes incapacitated, withdraws, makes an assignment or becomes a bankrupt and

there is no other General Partner, the Partnership shall be dissolved unless the partners within ninety (90) days agree to appoint another General Partner. The General Partner's interest shall be deemed converted into a limited partnership interest.

12. Withdrawal of Limited Partner. The death, incapacity or withdrawal of a Limited Partner will not dissolve the Partnership.

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.

"GENERAL PARTNER"

Witness Signature

Dense Ohrshfield
Printed Witness Name

Witness Signature

Catherine Snopkowski

Printed Witness Name

COUNTY OF Sussex

SWORN TO AND SUBSCRIBED before me this 19 day of DECEMBER,
1996, in the aforesaid County and State. ELAINE S. LOMANGINO is personally
known to me or have produced FLORIDA DR LICENSE as identification.

My Commission Expires: 08-03-97

NOTARY PUBLIC

"LIMITED PARTNER"

Terrie Fishfield

Witness Signature

Terrie Fishfield

Printed Witness Name

Catherine Sopowowski

Witness Signature

Catherine Sopowowski

Printed Witness Name

Elaine Lomangino

ELAINE S. LOMANGINO

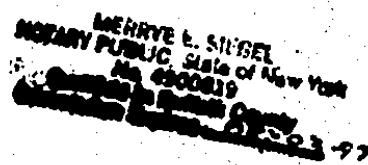
STATE OF NEW YORK)
)
COUNTY OF Saratoga)

ss:

SWORN TO AND SUBSCRIBED before me this 19 day of DECEMBER,
1996, in the aforesaid County and State. ELAINE S. LOMANGINO is personally
known to me or have produced Florida Dr. license as identification.

Merrie E. Siegel
NOTARY PUBLIC

My Commission Expires: 08-03-97



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 23rd DAY OF December, 1996.



STEVEN B. DOLCHIN
(Registered Agent)

SCHEDULE "A"

NAME AND ADDRESS OF PARTNERS

GENERAL PARTNER:

Mrs. Elaine S. Lomangino
2651 South Course Drive
Apt. 201
Pompano Beach, Florida 33069

LIMITED PARTNER:

Mrs. Elaine S. Lomangino
2651 South Course Drive
Apt. 201
Pompano Beach, Florida 33069

REGISTERED AGENT:

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

SCHEDULE "B"

INITIAL CAPITAL CONTRIBUTIONS/
OPENING CAPITAL ACCOUNTS OF THE PARTNERS

	<u>Capital Contribution</u>	<u>Opening Capital Account</u>
<u>GENERAL PARTNER:</u>		
Elaine S. Lomangino		\$ 13,000.00
<u>LIMITED PARTNER:</u>		
Elaine S. Lomangino		<u>\$1,287,000.00</u>
		<u>\$1,300,000.00</u>

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

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

The amount of capital contributions to date of the Limited Partners is
\$ 1,287,000.00

The total amount contributed and anticipated to be contributed by the Limited Partners at this time totals \$1,287,000.00

FURTHER AFFIANT SAYETH NOT.

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

"GENERAL PARTNER"

Elaine Lomangino
ELAINE S. LOMANGINO

STATE OF *New York*)
COUNTY OF *Suffolk*)
ss:

SWORN TO AND SUBSCRIBED before me this 18 day of DECEMBER 1996,
in the aforesaid County and State. ELAINE S. LOMANGINO is personally known to
me or have produced Florida id LIC#1525 as identification.

George E. Angel
NOTARY PUBLIC

My Commission Expires: **08-03-22**

Lomangin/LD-AM/12/16/96