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Character Number Only

12/15/97

Elaine

John A. Margolis

Requestor's Name
9990 SW 77 AVE. #330

Address
Miami FL 33150

City State ZIP Phone
595-1918

VALIDATION ONLY

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CORPORATION(S) NAME

The Margolis Family Limited Partnership

(15)

<input checked="" 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"/> Call When Ready	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
<input checked="" type="checkbox"/> Walk In		<input type="checkbox"/> After 4:30
		<input type="checkbox"/> Mail Out

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TALLahassee, FL

Empire Toll Free: 1-800-432-3028

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LIP - 1785.00
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CERTIFICATE OF LIMITED PARTNERSHIP

1. THE MARGOLIS FAMILY LIMITED PARTNERSHIP
(Name of Limited Partnership; must contain a suffix such as "Limited", "Ltd. ", or "Limited Partnership")
2. 691 S.W. Elm Tree Lane, Boca Raton, Florida 33486
(Business address of Limited Partnership)
3. John Margolis
(Name of Registered Agent for Service of Process)
4. 9990 S.W. 77 Avenue, Suite 330, Miami, Florida 33156
(Florida street address for Registered Agent)
5. John Margolis
(Registered Agent must sign here to accept designation as Registered Agent for Service of Process)
6. 691 S.W. Elm Tree Lane, Boca Raton, Florida 33486
(Mailing Address of the Limited Partnership)
7. The latest date upon which the Limited Partnership is to be dissolved is: 2037

8. Name of general Partner:	Street Address:
MARJORIE MARGOLIS	691 S.W. Elm Tree Lane Boca Raton, FL 33486

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

Signed this 4 day of December, 1997.

Marjorie Margolis
General Partner

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**AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP**

The undersigned constituting all of the general partners of
The Margolis Family Limited Partnership, a Florida Limited
Partnership, certify:

MARJORIE MARGOLIS

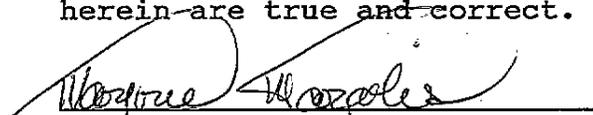
The amount of capital contributions to date of the limited partners
1,000,000.00 Dollars

The total amount contributed and anticipated to be contributed by
the limited partners at this time totals 1,000,000.00 Dollars.

Signed this 4th day of December, 1997.

FURTHER AFFIANT SAYETH NOT.

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


GENERAL PARTNER

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LIMITED PARTNERSHIP AGREEMENT
OF
THE MARGOLIS
FAMILY LIMITED PARTNERSHIP
A Florida Limited Partnership

This Limited Partnership Agreement, made effective the 1st day of December, 1997, by the following, hereinafter known as "General Partner":

MARJORIE MARGOLIS

and by the following, hereinafter referred to as "Limited Partner":

MARJORIE MARGOLIS

The said Partner does hereby covenant and agree to the formation of this Limited Partnership and does hereby covenant and agree to be bound by these Articles as follows, to-wit:

ARTICLE I
FORMATION OF LIMITED PARTNERSHIP
NAME: PRINCIPAL PLACE OF BUSINESS

Section 1.1. Formation. The Partner hereby forms a Limited Partnership pursuant to the provisions of the Florida State Limited Partnership Act. The Partner shall execute and cause to be filed a Certificate of Limited Partnership, as required by Florida law.

Section 1.2. Name. The Partnership shall operate under the name of The Margolis Family Partnership and may be referred to as "The Limited Partnership".

Section 1.3. Principal Place of Business. The principal place of business shall be at 691 S.W. Elm Tree Lane, Boca Raton, FL 33486, with such other places of business as may be agreed upon by the Partners from time to time.

ARTICLE II
TERM OF THE PARTNERSHIP

The Partnership shall commence on the date hereof and shall continue for twenty-five years, unless sooner terminated by law or as hereinafter provided.

ARTICLE III
ACCOUNTING FOR THE PARTNERSHIP

Section 3.1. Method of Accounting. The Partnership shall

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keep its accounting records and shall report for income tax purposes on the cash basis. The records shall be maintained in accordance with generally accepted accounting principles.

Section 3.2. Annual Statements. Financial statements shall be prepared not less than annually by an independent public accountant and copies of the statement shall be delivered to each Partner. Copies of all income tax returns filed by the Partnership also shall be furnished to all Partners.

Section 3.3. Annual Meeting to Review Financial Statements. Not less than once a year, and as soon as possible after completion of the financial statements, a meeting shall be held of all General and Limited Partners. The independent public accountant shall review and discuss the financial statements at that meeting and report to the Limited Partners the financial condition of The Margolis Limited Partnership. All annual meetings shall be held at the principal place of business on the first Tuesday in July of each year unless otherwise provided pursuant to actual or constructive notice to each General and Limited Partner.

Section 3.4. Interim Financial Statements. On written request, any Limited Partner shall be entitled to copies of any interim financial statements prepared for the General Partner.

ARTICLE IV
CAPITAL CONTRIBUTIONS

Section 4.1. Initial Capital Contributions. The initial capital contributions shall be as follows:

GENERAL PARTNER:	
MARJORIE MARGOLIS	1%
LIMITED PARTNER:	
MARJORIE MARGOLIS	99%

Percentage interests express the share of property shown on the attached Schedule "A", contributed by and for the Partners.

Section 4.2. Respective interests of Partners in the Initial Capital Contribution. The interests of the Partners in the capital originally contributed are the same as listed above.

Section 4.3. Additional Capital Contributions. There shall be no additional capital contributions to the capital of the

Partnership unless otherwise agreed to in writing by all of the Partners. A Limited Partner or a General Partner may assign his interest to others but only as hereinafter provided.

Section 4.4. Return of Capital Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership and as specifically provided for in this Agreement.

ARTICLE V
CAPITAL ACCOUNTS; DRAWING ACCOUNTS

Section 5.1. Capital Accounts. An individual capital account shall be maintained for each General and Limited Partner. The capital interest of each General and Limited Partner shall consist of his original contribution increased by (a) his additional contributions to capital and (b) his share of Partnership profits transferred to capital, and decreased by (a) distributions to him in reduction of his Partnership capital and (b) his share of Partnership losses if transferred from his drawing account.

Section 5.2. Drawing Accounts. An individual drawing account shall be maintained for each General and Limited Partner. All withdrawals other than salaries made by a General or Limited Partner shall be charged to his drawing account. Each Partner's share of profits and losses shall be credited or charged to his drawing account.

A credit balance of a Partner's drawing account shall constitute a Partnership liability to that Partner; it shall not constitute a part of his capital account or his interest in the capital of the Partnership. If, after the net profit or the net loss of the Partnership for the fiscal year has been determined, a Partner's drawing account shows a deficit (a debit balance), whether occasioned by drawings in excess of his share of Partnership loss, the deficit shall constitute an obligation of that Partner to the Partnership to the extent of the Partner's capital account, but in no event shall any Limited Partner be liable for any amount beyond the balance in his capital account.

Payment of any amount owing to the Partnership shall be made in a manner and time determined by the General Partners. Such obligations shall not be made payable on demand nor shall interest be charged thereon above the prime interest rate plus 3 percentage points. The Limited Partners may determine by vote of a majority in interest to transfer any portion of their respective profit or loss to their capital accounts at any time, provided the transfers do not change the Partners' respective Partnership interests except by written consent of all Partners.

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ARTICLE VI
PROFITS OR LOSSES

Section 6.1. Interests in Profits or Losses. The net profits or net losses of the Partnership shall be credited or charged to the Partners in proportion to their Partnership interests (generally construed as The Capital Account).

Section 6.2. Limitation on Liability for Losses Chargeable to Limited Partners. No Limited Partner shall personally be liable for any of the losses of the Partnership beyond his capital interest in the Partnership.

Section 6.3. Distribution of Profits. The earnings of the Partnership shall be distributed at least annually except that earnings may be retained by the Partnership and transferred to Partnership capital for the reasonable needs of the business as determined in the sole discretion of the General Partners.

ARTICLE VII
ADMINISTRATIVE PROVISIONS

Section 7.1. Management. The business of the Partnership shall be under the exclusive control of the General Partners who shall act by a majority vote in all business affairs. For these purposes each General Partner shall have one vote. The Limited Partners shall not participate in the management of the business of the Partnership.

Section 7.2. Time Devoted by General Partners. The General Partners are required to devote to the business of the Partnership such time as is reasonable and prudent.

Section 7.3. Banking. All funds in the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the General Partners. All withdrawals therefrom shall be made upon checks signed by at least one (1) of the General Partners. A General Partner shall have all the rights and powers, and be subject to all the restrictions and liabilities, of a Partner in a Partnership without Limited Partners, except that without the written consent or ratification of the specific act by all the Limited Partners, a General Partner or all of the General Partners have no authority that is specifically denied them according to the Florida Limited Partnership Act.

Section 7.4. Validity. If any portions of this Agreement shall be held invalid or inoperative, then, insofar as it is reasonable and possible,

- (a) the remainder of this Agreement shall be considered

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valid and operative, and

(b) effect shall be given to the intent manifested the portion held invalid or inoperative.

Section 7.5. Indemnification. The Partnership shall promptly indemnify each Partner for payments reasonably made and personal liabilities reasonably incurred by him in the ordinary conduct of Partnership business, or for the preservation of its business or property.

Section 7.6. Powers of General Partners. The General Partners shall conduct the business of the Limited Partnership with full and complete power to do any and all things, including acting through a Managing General Partner or through any duly authorized manager or other agent, except as otherwise provided herein; and the General Partner shall use their reasonable efforts to provide that each Limited Partner has the full enjoyment of its Partnership interest. Such General Partners shall have and are hereby granted the usual, proper and necessary authority and powers to manage, control, operate, conduct and carry on the business of the Partnership; keep the books and records thereof; employ, discharge and pay and compensate necessary employees, clerks, and helpers; and have the authority to draw checks and drafts on the Partnership bank accounts. The General Partners shall be under no obligation to spend any of the capital of the Limited Partnership, but they may use such portions thereof as they deem essential for the best interests of the Partnership. The General Partners may by agreement, grant, assign, transfer, lease or let any of the property of the Limited Partners, whether real or personal, in furtherance of the business of the Partnership and, in connection therewith, to execute in the Partnership's name, any and all deeds, documents, bills of sale, and other papers pertaining to the business of the Partnership. In order to conduct and carry on the general purposes for which this Limited Partnership from any bank, trust company, savings and loan association, life insurance company, or other individuals or lending agencies; may renew and extend such loans from time to time; may make, execute and deliver promissory notes, endorsements and other obligations of this Partnership as evidence of any such loans; and may secure the payment of such loans and the interest thereon by the pledge, conveyance, mortgage, or assignment in trust of the whole or any part of the property of this Partnership owned at the time or acquired thereafter.

ARTICLE VIII
SALARY TO GENERAL PARTNERS

Section 8.1. Original Salary. Annually, the General Partners shall each receive a reasonable salary for services rendered, which

shall be in addition to their respective share of Partnership profits. It is the intention of the parties that each General Partner shall receive reasonable compensation for services rendered by him to the Partnership. His compensation shall be reviewed periodically and adjusted.

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ARTICLE IX
DURATION OF BUSINESS; DISSOLUTION; ARBITRATION

Section 9.1. The Limited Partnership shall continue (a) until all of the interests in the property acquired by it have been sold or disposed of, or have been abandoned; or (b) until dissolved and terminated as provided for hereinbelow.

Section 9.2. The Limited Partnership shall not be terminated by the death, insanity, bankruptcy, withdrawal or expulsion of any Limited Partner; by the assignment by any Limited Partner; or admission of an additional General Partner.

Section 9.3. The General Partners may terminate the interest of a Limited Partner and expel him: (a) for interfering in the management of the Limited Partnership affairs or otherwise engaging in conduct which could result in the Limited Partnership losing its tax status as a partnership; (b) if the conduct of a Limited Partner tends to bring the Limited Partnership into disrepute or his interest becomes subject to attachment, garnishment, or similar legal proceedings or (c) for failing to meet any commitment to the General Partner in accordance with any written undertaking. In each of the foregoing events, the termination shall not result in a forfeiture to the Limited Partner of the value of his interest(s) in the Partnership at the time of termination.

Section 9.4. Upon the written consent or affirmative vote of Limited Partners owning 89% of the then outstanding Partnership interests, the General Partner may be removed if, simultaneously with such removal, a successor General Partner is elected by the Limited Partners owning 89% of the then outstanding Partnership interest.

Section 9.5. The Limited Partnership shall be dissolved only upon the occurrence of any of the following events:

a. The written consent or affirmative vote to dissolve the Limited Partnership of Limited Partners owning more than 89% of the then outstanding Partnership interests.

b. The failure to elect a successor to the General Partner simultaneously with the removal of the General Partner in accordance with Section 9.4.

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c. The bankruptcy or dissolution (except by way of merger, consolidation or corporate organization or reorganization or death, insanity, or retirement of the surviving General Partner), provided, that in any such event, the Limited Partners owning more than 50% of the then outstanding Partnership interests may determine to re-form the Limited Partnership and elect a new General Partner in place of the General Partner and continue the Partnership's business; in such event, the Limited Partnership shall be dissolved and all of its assets and liabilities shall be contributed to a new Limited Partnership which shall be formed and all parties to this Agreement (except the General Partner) and such new General Partner shall become parties to such new Limited Partnership. for purposes of obtaining the required vote to re-form the Partnership, Limited Partners owning 10% or more of the then outstanding Partnership interest may cause to be sent to Limited Partners of record, as of a date no more than 20 days prior to the date fixed by such Limited Partners for holding a Partnership meeting, a notice setting forth the purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Partnership shall be deemed expenses of the Limited Partnership.

d. The disposition or sale of all interests in real estate and other Partnership assets.

e. The expiration of the time period set forth in Article II.

f. Voluntary dissolution of the Partnership by agreement of the Partners.

g. The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

Section 9.6. In the event of dissolution and final termination:

a. The General Partners shall wind up the affairs of the Limited Partnership, shall sell all the Limited Partnership assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof, and after paying all liabilities, and including all costs of dissolution, and subject to the right of the General Partners to set up cash reserves, to meet short-term Partnership liabilities, other liabilities or obligations of the Limited Partnership, shall distribute the remainder ratable to the Partners pursuant to the relevant provisions of this Agreement.

ARTICLE X
TRANSFER OF INTEREST OF A LIMITED PARTNER

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Section 10.1. Sale. A Limited Partner may set his Partnership interest, but only after he has first offered it to the Partnership as follows:

a. The Limited Partner shall give written notice to the Partnership that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The Limited Partner shall certify that the offer is genuine and in all respects what it purports to be.

b. For 120 days from receipt of the written notice from the Limited Partner, the Partnership shall have the option to retire the interest of the Limited Partner at the price and on the terms contained in the offer submitted by the Limited Partner.

c. If the Partnership does not exercise the option to acquire his interest, the Limited Partner shall be free to sell his Partnership interest to the said prospective purchaser for the price, and on the terms contained in the certified offer submitted by the Limited Partner.

Section 10.2. Assignment. A limited Partner may assign his Partnership interest to other Limited Partners without the consent of any other Limited Partner.

Section 10.3. Substituted Limited Partner. No assignee or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

a. The General Partner, in its sole and absolute discretion, has consented in writing to the admission of the assignee as a substituted Limited Partner;

b. The fully executed and acknowledged written instrument of assignment which has been filed with the Limited Partnership sets forth the intention of the assignor that the assignee become a substitute Limited Partner;

c. The Limited Partnership interest being acquired by the assignee consists of 100% of the assigning Limited Partner's interest.

d. The assignor and assignee execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement and his execution, acknowledgement and delivery to the

General Partner of a Power of Attorney, the form and content which shall be provided by the General Partner.

e. The General Partner may elect to treat an assignee who has not become a substituted Limited Partner as a substituted Limited Partner in the place of his assignor should it deem, in its sole discretion, that such treatment is in the best interest of the Limited Partnership for any of its purposes or for any of the purposes of this Agreement.

f. No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except that a limited Partner who assigns his interest must evidence his intention that his assignee be admitted as a substituted Limited Partner in his place and execute any instruments required in connection therewith.

g. The General Partner will be required to amend the Agreement of Limited Partnership only quarterly to reflect the substitution of Limited Partners. Until the Agreement of Limited Partnership is so amended, an assignee shall not become a substituted Limited Partner.

h. Upon the death or legal incompetency of an individual Limited Partner, his personal representative shall have all of the rights of a Limited Partner for the purpose of settling or managing his estate, and such power as the decedent or incompetent possesses to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

i. Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity, or a Limited Partner not an individual, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

j. Anything in this Agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of interests in this Limited Partnership shall transfer, assign or encumber all or any portion of his interests in the Limited Partnership during any fiscal year if such transfer, assignment or encumbrance would (in the sole and unreviewable opinion of the General Partner) result in the termination of the Partnership for purposes of the then-applicable provisions of the Internal Revenue Code of 1954, as amended.

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k. In the event a vote of the Limited Partner shall be taken pursuant to this Agreement for any reason, a Limited Partner shall, solely for the purpose of determining the number of Partnership interests held by him in weighting his vote, be deemed the holder of any Partnership interests assigned by him in respect of which the assignee has not become a substituted Limited Partner.

Anything in this Agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of interests in the Partnership shall transfer, assign, or encumber all or any portion of his interests in the Limited Partnership unless obtaining the prior written consent of the Director of the Securities Commission, if required under the Commission's rules and the opinion of counsel for the Partnership so that the transfer will not violate any federal or applicable state securities laws.

ARTICLE XI
VOLUNTARY DISSOLUTION

Section 11.1. Winding Up the Partnership. On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows:

- a. Payment to creditors of the Partnership, other than Partners, in the order of priority by law.
- b. Payment to Partners for unpaid salaries and for the credit balances in their drawing accounts.
- c. Payment to the Partners of credit balances in their capital accounts.

Section 11.2. Gains or Losses in Process of Liquidation. Any gain or loss on disposition of Partnership properties in liquidation shall be credited or charged to the Partners in the proportions of their interest in profits or losses as specified in Section 6.1. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in the proportions of their interests in profits and losses as specified in Section 6.1.

ARTICLE XII
AMENDMENTS

Except with respect to vested rights of the Partners, the Partnership Agreement may be amended at any time by a majority vote as measured by the interest in the sharing of profits and losses. A copy of any amendment shall be promptly mailed or delivered to each Partner at his or her last known address.

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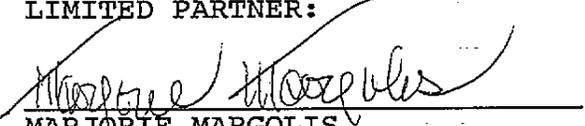
ARTICLE XIII
POWER OF ATTORNEY

Each Limited Partner makes, constitutes and appoints the General Partners, with full power of substitution, his true and lawful attorneys for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, file and record this Agreement, and to sign, execute, certify, acknowledge, file and record all appropriate instruments amending this Agreement as now hereafter amended, including, without limitation, agreements or other instrument or documents: (i) to reflect the exercise by the General Partners of any of the powers granted to them under this Agreement; (ii) to reflect any amendments duly made to the Agreement; (iii) to reflect the admission to the Partnership of a substituted Limited Partner or the withdrawal of any Partner, in the manner prescribed in this Agreement; and (iv) which may be required of the Partnership or of any partner by the laws of our State or any other jurisdiction or governmental agency. Each Limited Partner authorizes such attorneys-in-fact to take any further action which such attorneys-in-fact shall consider necessary or advisable to be done in and about the foregoing (including the power to consent to items (i), (ii), (iii) and (iv) above as fully as such Limited Partner might or could do if personally present) and hereby ratifies and confirms all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof.

GENERAL PARTNER:


MARJORIE MARGOLIS

LIMITED PARTNER:


MARJORIE MARGOLIS