

A-98000000122

Ann Foxwell Hurlock
Attorney at Law

5308 Tilbury Way
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Telephone
(410) 532-8580

Facsimile
(410) 760-4773

Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399
Attn: New Filings

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-12/29/97--01055--001
*****87.50 *****87.50

Re: Mermelstein Family Limited Partnership

Gentlemen:

Enclosed please find the original and one copy of the Mermelstein Family Limited Partnership Agreement which includes Schedule A (Partnership capital contributions) and the Designation of Registered Agent. I am also enclosing a check in the amount of \$87.50 to cover filing fees. There are no contributions by Limited Partners.

Kindly record the enclosed immediately as time is of the essence in this matter. Please return the certified copy in the enclosed self addressed stamped envelope. Should you have any questions, please contact me at the above phone number.

Very truly yours,

Ann F. Hurlock
Ann F. Hurlock, Esq.

12/26/97

BK

BK

W98-79

Name
Availability
Document Examiner
Updater
Updater Verifyer
Acknowledgement
W. P. Verifyer

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~~12/29/97~~ 1/13/98



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

January 2, 1998

ANN F. HURLOCK, ESQ.
5308 TILBURY WAY
BALTIMORE, MD 21212

SUBJECT: MERMELSTEIN FAMILY LIMITED PARTNERSHIP
Ref. Number: W98000000079

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We have received your document for MERMELSTEIN FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective day must be specific and cannot be prior to the date of filing.

Section 620.108, Florida Statutes, requires that limited partnership certificates include the mailing address in addition to the principal place of business address. Please correct your document accordingly. If the mailing address and principal place of business are one and the same, please be sure this is clearly reflected in your document.

Section 620.108, Florida Statutes, requires the affidavit include the amount of capital contributions of the limited partners and the amount anticipated to be contributed.

We are enclosing the proper form(s) with instructions for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 398A00000117

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Mr. Buck Kohr
Division of Corporations
Florida Department of State
409 Gaines Street
Tallahassee, Florida 32399

January 12, 1998

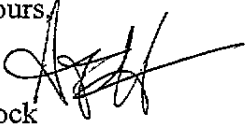
Dear Buck:

Thank you for your assistance on the Mermelstein Family Limited Partnership matter. Pursuant to our conversation of Friday, enclosed please find the documents in the form which you requested. Your records will reflect you have already received and credited to the "account" the necessary filing fees on December 29, 1997, the date on which your office originally received the documents for filing.

Should you have any additional requirements regarding the completion of this matter, please contact me at once at my Baltimore office. I have enclosed a self addressed, stamped envelope for your convenience.

Once again, I cannot thank you enough for your interest and assistance in handling this matter.

Very truly yours,


Ann F. Hurlock
Fl.Bar 100056

CERTIFICATE AND LIMITED PARTNERSHIP AGREEMENT
AFFIDAVIT OF CAPITAL CONTRIBUTIONS
MERMELSTEIN FAMILY
LIMITED PARTNERSHIP

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THIS CERTIFICATE AND LIMITED PARTNERSHIP AGREEMENT, is made, entered into and effective as of the _____ day of _____, 1997, by and between SHELDON MERMELSTEIN AND DEBORAH MERMELSTEIN, (hereinafter referred to as the "General Partners") and ANN MERMELSTEIN, DAVID MERMELSTEIN, and JANE MERMELSTEIN, (hereinafter referred to as the "Limited Partners")

EXPLANATORY STATEMENT

The Partners desire to enter into a Limited Partnership for the purpose of owning stock and any other investments and the conduct of any other business that shall be legal for a Limited Partnership pursuant to the laws of the State of Florida. In order to accomplish the aforesaid and other purposes, the Partners have hereby agreed to join together to form a Florida Limited Partnership pursuant to Florida Statutes Section 620 et seq. and having sworn to tell the truth, we certify as follows:

1. The name of the Partnership is the Mermelstein Family Limited Partnership.
2. The mailing address of the Mermelstein Family Limited Partnership is 1400 Washington Street, Key West, Florida 33040. The business to be conducted by the Partnership is the ownership, management, direction and control of various assets including stocks and any other investments including real property, and generally, to engage in any activity authorized under the Florida Statutes, and exercise all the powers conferred by the laws of the State of Florida. The Partnership may engage in any other business or make any other transaction which the General Partners, in their sole discretion, shall deem to be reasonably related to the furtherance of the foregoing business and purposes of the Partnership as a whole.
3. The name and address of the Registered Agent for service of process on this Limited Partnership are: Sheldon Mermelstein, 1400 Washington Street, Key West, Florida 33040. The mailing address and principal office of the Partnership is to be 1400 Washington Street, Key West, Florida 33040.
4. The names and places of residence of all General Partners in the Partnership are:

Sheldon Mermelstein and Deborah Mermelstein
1400 Washington Street
Key West, Florida 33040

5. The names and places of residence of all Limited Partners in the Partnership are:

Ann Mermelstein
339 Old East End Boulevard
Wilkes-Barre, Pennsylvania 18702

David Mermelstein
802 Fern Place N.W.
Washington, D.C. 20012

Jane Mermelstein
46 Dartmouth Street
Boston, Massachusetts 02116

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DIVISION OF CORPORATIONS
97 DEC 29 PM 1:23

6. The Partnership will commence upon the later of the date of this Agreement or the filing of this Certificate and Limited Partnership Agreement for record with the Florida Department of State and in such other place or places as may be required by law pursuant to the laws of the State of Florida. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue until the close of business on December 31, 2025.

The Partnership may be continued beyond its scheduled termination date by an affirmative vote of the Partners holding a majority of the Partnership Interests. However, at any time after the scheduled termination date, any Partner may withdraw his or her capital account by written request to the General Partner, who shall cause the Partnership to distribute such capital within thirty (30) calendar days of the receipt of such written request.

7. Capital and Partnership Interest: The amount of cash and a description and the value of other property contributed by all general partners are as follows:

A. Each Partner owns that share of the total Partnership Capital in proportion to his or her Partnership Interest. The amount of each Partner's capital contribution is set forth in Schedule A. No Partner shall be required to make any additional capital contributions without his or her consent. No Partner shall receive any interest on his or her capital contributions.

B. Each Partner's capital account shall be adjusted whenever necessary to reflect (1) his or her distributive share of Partnership profits and losses, including capital gains and losses; (2) his or her additional contributions to the Partnership; and (3) distributions made by the Partnership to the Partners. A Partner's loans to the Partnership are not to be added to his or her capital account.

C. An individual capital account shall be maintained for each Partner. The capital

account of each Partner shall consist of the original contribution made by him and shall be increased or decreased, as the case may be, by the application of standard accounting principles.

D. Except as specifically provided in this Agreement, or as otherwise provided by and in accordance with law, to the extent such law is not inconsistent with this Agreement, no General Partner or Limited Partner shall have the right to retire or withdraw from the Partnership or reduce his contribution to the capital of the Partnership. The Partners acknowledge that any withdrawal in violation of this Section would cause substantial harm to the Partnership.

8. Allocation of Profits and Losses.

A. For purposes of this Agreement and until otherwise determined by the General Partners, in their sole discretion, the term fiscal of the Partnership (the "fiscal year") shall be the calendar year.

B. The profits of the Partnership shall be shared among the Partners and the losses of the Partnership shall be allocated by the Partners in proportion to each Partner's respective percentage of Partnership Interest subject to reduction for such reserves as the General Partners, in their sole discretion, shall deem reasonably necessary. No Partner has priority over any other Partner as to Partnership profits.

C. The Partnership's net profits and losses shall be computed in accordance with generally accepted accounting principles, consistently applied. Notwithstanding any other provision of this section, income, gain, loss and deductions with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable Treasury regulations.

D. In the event of an assignment of a Partnership Interest or of a Partner's death, retirement, or expulsion, profits and losses shall be allocated based on the number of days in the particular year during which each Partner owned his or her Partnership Interest, or on any other reasonable basis consistent with applicable United States tax laws and regulations.

E. For purposes of this agreement, the term "net cash flow" shall mean (i) taxable income for federal tax purposes as shown on the books of the Partnership increased by (a) the amount of depreciation deductions taken in computing such taxable income and (b) any non-taxable income received by the Partnership (not including proceeds of any loans) and reduced by (a) payments upon the principal of any indebtedness, secured or unsecured, of the Partnership, (b) expenditures for capital improvements, additions or replacements (except to the extent financed through any Partnership indebtedness, secured or unsecured), (c) any cash outlays which are used in computing the Partnership's federal taxable income, such as reserves for said improvements, additions or replacements, and (d) such reserves for repairs and reserves to meet anticipated expenses as the General Partners, in their sole discretion, shall deem them to be reasonably necessary; plus (ii) any other funds deemed by the General Partners to be available

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for distribution.

(1). During the term of this Agreement, the Net Cash Flow of the Partnership shall be distributed, if available, at least annually just to the General Partners in an amount equal to the amounts contributed by the General Partners pursuant to Section 7A hereof and then among the Partners in proportion to each Partner's respective percentage of Partnership Interest.

(2). The next proceeds (after deduction for, among other things, payment of outstanding indebtedness in accordance with the terms thereof) from the sale or refinancing of all or any portion of the property shall be distributed to the Partners in proportion to each Partner's respective percentage of Partnership Interest, subject to reduction for such reserves as the General Partners, in their sole discretion, shall deem reasonably necessary.

9. Management and Operations.

A. The General Partners, by their unanimous vote, approval or consent, shall have sole and complete control of the management and operation of the affairs and business of the Partnership and shall operate the business for the benefit of all of the Partners. The General Partners shall possess and may enjoy and exercise all of the rights and powers of a General Partner, as provided under the laws of the State of Florida, to exercise the full and exclusive power on the Partnership's behalf, in their names, to manage, control, administer, and operate the business and affairs and to do or cause to be done anything they deem necessary or appropriate for the Partnership's business.

B All powers of the General Partners hereunder may be exercised by them and any or all of such powers may be assigned or delegated by the General Partners to any other person, including persons and/or entities related to or affiliated with the General Partners.

C. The General Partners, on behalf of the Partnership, may contract with any person related to or affiliated with the General Partners, and the General Partners and such person related to or affiliated with the General Partners (including any of the directors, officers and/or employees of such person), their designees and nominees, shall not be liable to the Partnership or to any or all of the Partners for damage, losses, liability and/or expenses of any nature whatsoever resulting from errors in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct.

D.. The General Partners shall be entitled to compensation for managing the Partnership's business. All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including (but not limited to) overhead, administrative and travel expense, and professional, technical, administrative, and other services, will be reimbursed by the Partnership.

E.. The General Partners shall also be the tax Partners and, as such, shall be solely responsible for representing the Partnership in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the General Partners shall keep the other Partners

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DIVISION OF CORPORATIONS
97 DEC 29 PM 1:23

reasonably informed of any Partnership dealings with any tax agency.

F. No Limited Partner (in his capacity as a Limited Partner) shall have or exercise any rights or powers in connection with the management, operation or control of the Partnership's business, transact any business for the Partnership or have the power to sign for or bind the Partnership, such powers being vested solely and exclusively in the General Partners. No Limited Partner shall be bound by, or be personally liable for, the expenses, liabilities or obligations of the Partnership to third parties, except to the extent of his aggregate capital contribution, plus, to the extent provided by Florida Law, certain sums distributed to him and to her by the Partnership.

G. The Limited Partners shall take no part in and have no vote respecting the Partnership's management and operations.

10. Books and Records.

A. There shall be kept at the principal office of the Partnership accurate books of account; the Partnership's federal, State, and local income tax returns and reports, if any, for the 3 most recent years as well as any financial statements. The Partnership's books and records will be kept on the cash method of accounting and in accordance with the generally accepted accounting principles, consistently applied, and shall reflect all Partnership transactions and shall be appropriate and adequate for all Partnership business. The Partnership books shall be kept on a fiscal year ending December 31. and shall be maintained at 1400 Washington Street, Key West, Florida 33040. Each Partner shall have access thereto at all reasonable times and each Partner may inspect and copy such books, records, statements, and returns at such Partner's reasonable request and expense.

B. A compiled report of the financial statements of the Partnership in accordance with standards established by the American Institute of Certified Public Accountants shall be made as of the end of each fiscal year by the General Partners. Any Partner shall further have the right to a private compilation or review and report of the books and records of the Partnership, provided such audit is made at the expense of the Partner desiring the same and is made at a reasonable time after reasonable prior notice to the General Partners.

C. Within a reasonable period after the close of each fiscal year, the General Partners, at the Partnership's expense, will give a written report to each Partner indicating such Partner's share of the Partnership income, which requirement may be satisfied by giving each Partner a copy of any tax form that includes such information.

11. Banking and Tax Election.

A. All Partnership funds will be deposited in its name in such accounts as the General Partners designate, and the General Partners shall arrange for the appropriate conduct of such accounts.. The General Partners can authorize other persons to draw checks on Partnership bank accounts, but such authority must be in writing. Each bank in which a Partnership account is

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97 DEC 29 PM 1:23

maintained is relieved of any responsibility to inquire into the Partners' authority to deal with such funds and is absolved of all liability with respect to withdrawals from such Partnership accounts by any person duly authorized by the General Partners.

B. No tax election shall be made to exclude the Partnership from the application of the provisions of subchapter K of the Internal Revenue Code (the "Code") or from any similar provisions of state tax laws. If a Partnership Interest is transferred, a Partner dies, or Partnership assets are distributed to a Partner, the General Partner may, in his or her discretion, cause the Partnership to elect to cause the basis of the Partnership's assets to be adjusted for federal income tax purposes under Code Sections 734 and 743.

12. Admission and Expulsion of Limited Partners.

A. A person may be admitted as a Limited Partner by decision of the General Partners, provided that he or she consent in writing in a form satisfactory to the General Partners, to be bound by this Agreement. A Limited Partner may not sell or assign his or her interest without the consent of the General Partner.

B. Any Limited Partner may be expelled from the Partnership on the decision of the General Partners. Upon the expulsion of any Partner, the Partnership shall be required to pay to such Partner an amount equal to the fair market value of such expelled Partner's Partnership Interest. The fair market value of such expelled Partner's Partnership Interest shall be determined by an independent appraisal performed by the Certified Public Accountant regularly employed to prepare the tax returns of the Partnership. The Certified Public Accountant's decision in this matter shall be final and binding and conclusive on all Partners.

13. Limited Partner's Death, Insanity or Incompetency.

A. A Limited Partner's death or adjudication of insanity or incompetence will not dissolve the Partnership. Rather, the executors or administrators of the estate of the deceased Limited Partner, or the committee or other legal representatives of the estate of the insane or incompetent Limited Partner, will have the same rights (subject to the same limitations) as the deceased, insane, or incompetent Limited Partner.

B. Upon the death of a Limited Partner, his or her Partnership Interest may be transferred only to a child of the decedent or a sibling of the decedent.

14. Limitation on Transfer of Partner's Interest.

A. The General Partner may not sell, assign, transfer or otherwise dispose of his/her/their interest in the Partnership (in whole or in part), except to another General Partner without the consent of all Limited Partners.

B. No Limited Partner shall assign, sell, pledge, hypothecate, transfer or otherwise dispose of all or any portion of the interest owned by a Limited Partner except upon the prior written consent of the General Partner, and then only to a then General or Limited Partners who

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DEC 29 PM 1:23

are already a Partner in the Limited Partnership. In the absence of such prior written consent, purported Voluntary Transfer of a Partnership Interest shall be void and need not be recognized by the Partnership.

C. In the event of any seizure and/or sale of a Partner's Interest in the Partnership by a creditor or any attachment to a Partner's Interest in the Partnership, through any type or form of judicial proceeding, whether or not made in accordance with law ("Involuntary Transfer"), such Involuntary Transfer shall not operate as a dissolution of the Partnership or relieve such Partner of any obligations under this Agreement, and any party acquiring such Partnership Interest by means of an Involuntary Transfer shall NOT thereby become a Partner, and shall NOT have any rights conferred upon such Partner under this Agreement, except that such party may be entitled to receive that portion of the Partnership income or gain and distributions attributable to such Partner's interest and, upon dissolution of the Partnership, the share of Partnership assets to which such Partner would have been entitled under this Agreement.

D. In the event of withdrawal, incapacity or death of the last of the survivors of the General Partners, the Partnership would continue provided that the Limited Partners unanimously agree that it be continued and unanimously agree upon a new General Partner(s). Otherwise, the Limited Partnership shall be dissolved.

15. Family Transfers.

A. Notwithstanding the restrictions set forth above, any Partner may transfer all or part of his or her Partnership Interest to any member of the Mermelstein family, provided, however, that such transferee must agree in writing to assume all of the obligations and undertakings of the transfer under the terms of this Agreement and no transfer shall be valid unless and until the transferor executes and delivers such instrument to the General Partners. For purposes of this paragraph, members of the Mermelstein family shall mean Sheldon and Deborah Mermelstein, in addition to their three children: Ann Mermelstein, David Mermelstein and Jane Mermelstein.

B. Should a family member acquire any interest from transfer or sale as a condition of becoming a member of the Partnership, the transferee or purchaser must execute and acknowledge an assignment of such interest and such other instruments as the General Partner(s) may deem necessary or desirable to effectuate such admission, including but not limited to an agreement to be bound by the terms of this Agreement.

16. Dissolution.

A. The Partnership shall be dissolved only upon the happening of any of the following events:

(1) Those conditions set forth in 14D above wherein the Limited Partners unanimously agree that the Limited Partnership shall be dissolved upon the death of the last of the survivors of the General Partners;

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DIVISION OF CORPORATIONS
DEC 29 PM 1:23

(2) The sale or other disposition of all or substantially all of the Partnership assets and the distribution to the Partners of the proceeds thereof;

(3) The expiration of the term of the Partnership;

(4) The entry of a decree of a judicial dissolution.

B. Upon dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The Partnership's assets may be sold if a price deemed reasonable by the Partners may be obtained. The proceeds from the liquidation of Partnership assets shall be applied as follows:

(1) First, all of the Partnership's debts and liabilities to persons other than Partners shall be paid and discharged in the order of priority as provided by law;

(2) Second, all debts and liabilities to Partners shall be paid and discharged in the order of priority as provided by law;

(3) Third, all remaining assets shall be distributed proportionately among the Partners in the ratios of their respective Partnership interests.

C. Any gain or loss on the disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in proportion to their Partnership Interests, provided, however, that gain or loss with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation in the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable Treasury regulations. Any property distributed in kind in the liquidation shall be valued and treated as though it were sold and the cash proceeds distributed. The difference between the value of the property distributed in kind and its book value shall be treated as a gain or loss on the sale of property and shall be credited or charged to the Partners accordingly.

D. The Partners shall look solely to the Partnership's assets for the payment of any debts or liabilities owed by the Partnership to the Partners and for the return of their capital contributions and liquidation amounts. If the Partnership property remaining after the payment or discharge of all its debts and liabilities to the persons other than the Partners is insufficient to return the Partners' capital contributions, they shall have no recourse therefor against the Partnership or any other Partners, except to the extent that such other Partners may have outstanding debts or obligations owing to the Partnership.

E. The winding up of the Partnership affairs and the liquidation and distribution of its assets shall be conducted by the Partners, who are hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's

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DEC 29 PM 1:23

assets.

17. Power of Attorney.

A. Each Limited Partner hereby makes, constitutes and appoints the General Partners with full power of substitution, his (or her) true and lawful attorney(s), for him and his name, place and stead and for his use and benefit to sign, acknowledge, file and record: (a) this Certificate and Limited Partnership Agreement, as well as amendments thereto, under the laws of the State of Florida or the laws of any other state in which this Certificate and Limited Partnership Agreement is required to be filed; (b) any other instrument which may be required to be filed by the Partnership under the laws of any state or by any governmental agency, or which the General Partners deem advisable to file; (c) any document which may be required to effect the continuation of the Partnership, the admission of an additional Partner, or the dissolution and termination of the Partnership, provided that such continuation, admission or dissolution and termination are in accordance with the terms of the Agreement.

B. Each of the Limited Partners hereby does further agree, whenever requested to do so, to personally sign, swear, or affirm under oath, acknowledge and deliver any such instrument or document provided for under this Section (19) and to sign, swear, or affirm under oath, acknowledge and deliver whatever further documents or instruments may reasonably be required by the General Partners.

C. The Power of Attorney granted hereunder:

(1) Is a Special Power of Appointment coupled with an interest, is irrevocable, and shall (to the extent permitted by applicable law) survive the disability of the Limited Partner;

(2) Shall survive the delivery of an assignment by a Limited Partner of all or any portion of his interest in the Partnership; except where the assignee thereof has been approved by the General Partners for admission to the Partnership as an additional Limited Partner, the Power of Attorney with respect to the interest so assigned shall survive the delivery of such assignment for the sole purpose of enabling the General Partners to execute, acknowledge, and file any instrument necessary to effect such assignment;

(3) May be exercised for each Limited Partner by a facsimile signature or by listing all of the Limited Partners executing any instrument with a single signature as attorney-in-fact for all of them.

18. Whereas part of the Partnership property includes real property located in Monroe County, Florida, more particularly described as follows:

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97 DEC 29 PM 1:23

On the island of Key West and known as Lot 19 in Block 3 of Tract 19 according to a plat of said tract made by Tropical Building and Investment Company of Key West which plat is duly recorded in the Public Records of Monroe County, Florida.

ALSO

On the island of Key West and known as Lot 20 and SW ½ Lot 18, Block 3, Tract 19, Tropical Building and Investment Company according to the plat thereof recorded in Plat Book 1, Page 34 of the Public Records of Monroe County, Florida

and whereas the Partnership has been granted certain powers and authority under said Partnership Agreement, the Partnership does hereby create, grant and/or designate a beneficial interest for life to the General Partners Sheldon and Deborah Mermelstein in the said property known as 1400 Washington Street, Key West, Florida 33040 as that term is used in 196.041 Florida Statutes for purposes of Homestead Exemption as their domicile and that interest is in effect according to the terms of said Partnership Agreement and until terminated, shall remain in effect during the remainder of name beneficiaries' lifetime.

19. Miscellaneous Provisions.

A. Unless otherwise so provided in this Agreement, no Partner shall be liable to any other Partner or to the Partnership for any good faith act or omission to act in the exercise of his judgment under the provisions of this Agreement.

B. Except as otherwise provided herein, nothing herein contained shall be construed to constitute any Partner hereof the agent of any other Partner or to limit in any manner the Partners in the carrying on of their own respective business or activities.

C. All notices or other communications provided for herein shall be deemed given if sent by certified or registered mail, return receipt requested, all required postage prepaid, if to a Partner, to the address of the Partner set forth herein in this Agreement, unless notice of a change of address is given to the Partnership pursuant to the provisions of this Section 19C, and if to the Partnership, the principal office of the Partnership as set forth in Section 3 of this Agreement, or as later changed. Any applicable time period shall commence on the date of mailing of a notice or any other communication. Any notice which is required to be given within a stated period of time shall be considered timely if postmarked before midnight of the last day of such period.

D. This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Partnership, the business of the Partnership and the property of the Partnership, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein.

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97 APR 29 PM 1:23

E This Agreement may be amended only with the unanimous consent of the Partners, the amendments would change their required contributions, their rights and interests in Partnership profits or losses, their rights on liquidation of the Partnership, payment of cash flow, income tax allocations, or the requisite vote needed to expel a member. Any other provision of this Agreement may be amended by the unilateral act of the General Partners.

F. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Wherein there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event that provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirements of law. In the event that any part, article, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

G. It is the intention of the parties hereto that all questions with respect to the construction of this Agreement and amendments hereof and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Florida.

H. Throughout this Agreement, the word or words listed below within quotation marks shall be deemed to include words which follow them:

(1) "Agreement": This Certificate and Limited Partnership Agreement and any supplements, modifications or amendments hereto.

(2) "General Partners": The General Partners originally named in this Agreement and any other person or persons who may subsequently be designated as a General Partner pursuant to the further terms of this Agreement or under the laws of the State of Florida.

(3) "Limited Partners": All those persons who have executed the signature page of this Agreement by them or their attorneys-in-fact as Limited Partners, thereby agreeing to be bound by the provisions of this Agreement, and those persons who shall become additional Limited Partners in accordance with the further terms of this Agreement.

(4) "Partners": All General Partners and Limited Partners where no distinction is required by the context in which the term is used herein.

(5) "Partnership Interest": A Partner's share of the profits and losses of the Partnership and the right to receive distributions of assets of the Partnership.

(6) "Partnership Capital": The total of the Partners' capital contributions.

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MERMELSTEIN FAMILY LIMITED PARTNERSHIP
AFFIDAVIT OF CAPITAL CONTRIBUTIONS
AND
DESCRIPTION OF PARTNERSHIP PROPERTY

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The undersigned constituting all of the General Partners of the Mermelstein Family Limited Partnership, a Florida Limited Partnership, certify:

1. CAPITAL CONTRIBUTIONS:

GENERAL PARTNERS: SHELDON & DEBORAH MERMELSTEIN

Real Property known as 1400 Washington Street
Monroe County
Key West, Florida 33040
Fair Market Value 11/97: \$665,000

LIMITED PARTNERS: ANN MERMELSTEIN, DAVID MERMELSTEIN, and
JANE MERMELSTEIN

Total amount contributed to date by LIMITED PARTNERS: None
Total amount of anticipated future contributions by LIMITED PARTNERS: None

2. PARTNERS AND PARTNERSHIP INTERESTS:

General Partners:	Interest
Sheldon and Deborah Mermelstein	1%
Limited Partners:	Interest
Ann Mermelstein	33%
David Mermelstein	33%
Jane Mermelstein	33%
Totals	100%

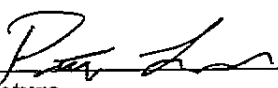
FURTHER AFFIANT SAYETH NOT.

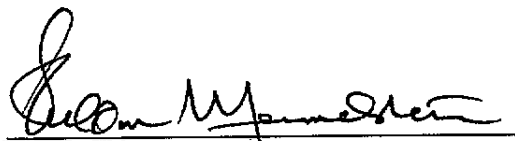
Under the penalties of perjury, we declare that we have read the foregoing and know the contents thereof and that the facts stated herein are true and correct.

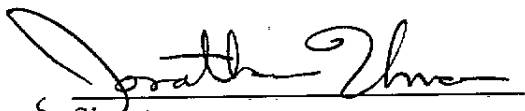
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and
first written above.

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DIVISION OF CORPORATIONS
91 DEC 29 PM 1:23

WITNESS:


Signature
Peter Leiko
Print Name

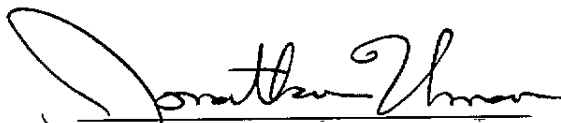

SHELDON MERMELSTEIN
General Partner


Signature
JONATHAN UMAN
Print Name

WITNESS:


Signature
Peter Leiko
Print Name


DEBORAH MERMELSTEIN
General Partner


Signature
JONATHAN UMAN
Print Name

I accept designation as registered agent for service of process upon the MERMELSTEIN
FAMILY LIMITED PARTNERSHIP.

S. Mermelstein
Signature REGISTERED AGENT
S. MERMELSTEIN
Print Name

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
9 DEC 29 PM 1:23

STATE OF FLORIDA
COUNTY OF MONROE

Sworn and subscribed before me on 17 day of December 1997
by S. mermelstein who (is personally known by me) (produced
as identification); by _____
who (is personally known by me) (produced _____ as
identification).

Tina Shull
Signature
Tina Shull
Print Name

Notary Public, State of Florida at Large

Commission No. CC 584136

My Commission Expires: September 10, 2000



WITNESS:

Aresa T. Chaibi
Signature

Aresa T. Chaibi
Print Name

Jane Mermelstein
Limited Partner JANE MERMELSTEIN

FILED
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
91 DEC 28 PM 1:23

Judd Liebman
Signature

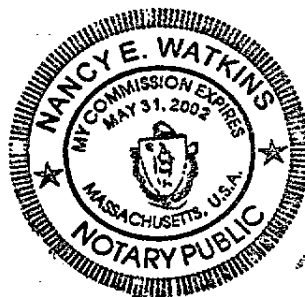
Judd Liebman
Print Name

STATE OF MASSACHUSETTS
COUNTY OF

Sworn and subscribed before me on 22nd day of December 1997
by Jane E. Mermelstein who (is personally known by me) (produced
passport as identification).

Nancy E. Watkins
Signature
Nancy E. Watkins
Print Name

Notary Public, State of Massachusetts
Commission No. _____
My Commission Expires: 5/31/02



WITNESS:

George Emil Casterline
Signature

George Emil Casterline
Print Name

Ann Mermelstein
Limited Partner ANN MERMELSTEIN

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 DEC 29 PM 1:23

Rebecca L. Frank
Signature

Rebecca L. Frank
Print Name

STATE OF PENNSYLVANIA
COUNTY OF LUZERNE

Sworn and subscribed before me on 18TH day of DECEMBER 1997 by
ANN MERMELSTEIN who (is personally known by me)
(produced PA. LICENSE # B-178-025 as identification.

Donna J. Panatieri
Signature

DONNA J. PANATIERI
Print Name

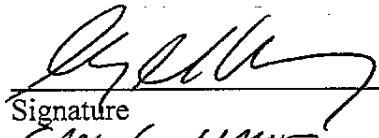
Notary Public, State of Pennsylvania
Commission No. _____
My Commission Expires: 5/22/99

Notarial Seal
Donna J. Panatieri, Notary Public
Plains Twp., Luzerne County
My Commission Expires May 22, 1999
Member, Pennsylvania Association of Notaries

WITNESS:


Signature
M.A. SZOKE
Print Name


Limited Partner DAVID MERMELSTEIN


Signature
GARY G. HANWAY
Print Name

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SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
97 DEC 29 PM 1:23

DISTRICT OF COLUMBIA *Virginia*
WASHINGTON, D.C. *County of Fairfax*

Sworn and subscribed before me on 24th day of December 1997
by David Mermelstein who (is personally known by me) (produced
Drivers License as identification).


Signature
Linda A. CHARTER
Print Name

Arlington, Virginia
Notary Public, District of Columbia

Commission No. N/A

My Commission Expires: 9/30/99