

A98000000609

LEE MILICH, P.A.  
ATTORNEY AT LAW  
11900 BISCAYNE BOULEVARD  
SUITE 809  
NORTH MIAMI, FLORIDA 33181  
(305) 893-8931  
FAX (305) 895-8333

February 26, 1998

300002444993--3  
-03/03/98--01024--001  
\*\*\*\*140.00 \*\*\*\*140.00

Secretary of State  
ATTN: LIMITED PARTNERSHIPS  
P. O. Box 6327  
Tallahassee, FL 32314

RE: Iribar Family Limited Partnership

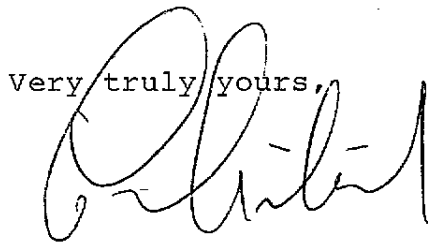
Dear Sir or Madam:

CM

Enclosed in duplicate is the Certificate of Limited Partnership of the Iribar Family Limited Partnership for filing, together with check in the sum of \$140 for filing fees and certified copy.

Please return the certified copy to the undersigned as soon as possible.

Very truly yours,



LEE MILICH

LM/lr  
encl.

FILED  
98 MAR -3 PM 2:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CERTIFICATE OF LIMITED PARTNERSHIP  
OF THE  
IRIBAR FAMILY LIMITED PARTNERSHIP  
(a Florida limited partnership)

THE UNDERSIGNED, of full age and being duly sworn according to the law, and being the General Partner of the IRIBAR FAMILY LIMITED PARTNERSHIP, said Limited Partnership being formed under the laws of the State of Florida, does hereby depose, certify and state:

ARTICLE I

The Partnership's name is the IRIBAR FAMILY LIMITED PARTNERSHIP.

ARTICLE II

The character of the business to be conducted by the Partnership, in general, is holding and investing in investment and liquid assets, including, but not limited to, cash, marketable securities, real estate, short term bonds, and money market accounts. The partnership's purposes are more fully set forth in the Partnership Agreement.

ARTICLE III

The Partnership's principal place of business is 8132 N. W. 164th Terrace, Miami Lakes, Florida 33016, and the Partnership's Registered Office is c/o Lee Milich, P.A., 11900 Biscayne Blvd., #809, North Miami, Florida 33181. The Partnership's Registered Agent at said address is Lee Milich, Esquire.

ARTICLE IV

The Partnership's General Partner is THE IRIBAR CORPORATION, having its address at 8132 N. W. 164th Terrace, Miami Lakes, Florida 33016, and is a validly existing corporation organized and authorized under the laws of the State of Florida.

ARTICLE V

The aggregate amount of the initial contribution of the Partners is One Thousand (\$1,000) Dollars.

#### ARTICLE VI

Additional contributions may be requested of the Limited Partners.

#### ARTICLE VII

No Limited Partner has the right to substitute an assignee as a Limited Partner in his, her, or its place, without the prior written consent of the General Partner, except upon the death of a Limited Partner and as otherwise set forth in the Partnership Agreement.

#### ARTICLE VIII

A Limited Partner shall not have the right to withdraw from the Partnership except as provided in the Partnership Agreement, and shall have the right to receive only such monies as is provided in the Partnership Agreement.

#### ARTICLE IX

The Limited Partners have no right to demand and/or receive distributions of property from the Partnership, either in cash or in any other form, except as provided in the Partnership Agreement.

#### ARTICLE X

No Limited Partner has the right to receive, nor does the Partnership have the right to make, distributions which include a return of contributions or compensation by way of income, except as provided in the Partnership Agreement.

#### ARTICLE XI

The term for which the Partnership is to exist is from the effective date hereof to December 31, 2045, unless sooner terminated upon the occurrence of any one of several events as set forth in the Partnership Agreement.

#### ARTICLE XII

Additional Limited Partners may be admitted to the Partnership with the consent of the General Partner, as more fully set forth in the Partnership Agreement.

#### ARTICLE XIII

Upon the withdrawal, bankruptcy, or removal of a General Partner, the Partnership shall be dissolved unless the remaining General Partners agree to continue the Partnership or, if there are no remaining General Partners, unless a majority in interest

of the remaining Partners agree to continue the Partnership, as more fully set forth in the Partnership Agreement.

#### ARTICLE XIV

The Partners shall be entitled to share in the profits of the Corporation in proportion to the percentage of interest of each Partner and/or as more fully set forth in the Partnership Agreement.

#### ARTICLE XV

The contribution of each Limited Partner is to be returned, to the extent available, upon the termination of the Partnership, or at such other times as set forth in the Partnership Agreement.

#### ARTICLE XVI

All deeds, contracts, and other documents relating to the Partnership's business or executed on the Partnership's behalf shall require the General Partner's signature.

#### ARTICLE XVII

The General Partner has the right and power of attorney to execute this Certificate on the Limited Partners' behalf.

#### ARTICLE XVIII

A copy of the Partnership Agreement is or will be kept on file at the Partnership's Registered Office.

#### ARTICLE XIX

Annexed hereto as Schedule "A" is an Affidavit declaring the amount of the capital contributions of the Partners and the amount anticipated to be contributed by the Partners.


The execution of this Certificate by the undersigned General Partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed by the General Partner of the IRIBAR

FAMILY LIMITED PARTNERSHIP this 24<sup>th</sup> day of February, 1998.

GENERAL PARTNER, for and on behalf  
of all Partners:

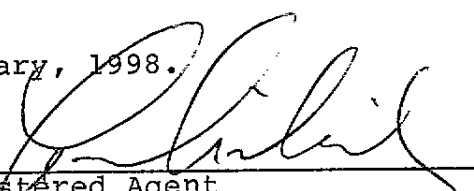
THE IRIBAR CORPORATION

By:   
Manuel R. Iribar, President

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as Registered Agent for the IRIBAR FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership (the "Partnership"), in the foregoing Certificate of Limited Partnership, I, on behalf of the Partnership, hereby agree to accept service of process for said Partnership and to comply with any and all Statutes relative to the complete and proper performance of the duties of Registered Agent.

Dated this 24<sup>th</sup> day of February, 1998.

  
Registered Agent

60:Iribar3.1-2  
2/10/98

FILED  
98 MAR -3 PM 2:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

SCHEDULE "A"  
TO THE CERTIFICATE OF LIMITED PARTNERSHIP OF THE  
IRIBAR FAMILY LIMITED PARTNERSHIP

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

STATE OF FLORIDA     )  
                              ss  
COUNTY OF DADE     )

FILED  
98 MAR -3 PM 2:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THIS DAY personally appeared before me, the undersigned authority, MANUEL R. IRIBAR, as President of The Iribar Corporation, General Partner of the Iribar Family Limited Partnership, a Florida limited partnership (the "Partnership"), who, upon being duly sworn under oath, deposes and says, as follows:

I. The amount of capital contributions of the Partners is as follows:

<u>NAME</u>	<u>PERCENTAGE OF OWNERSHIP</u>	<u>INITIAL PROPERTY CONTRIBUTED</u>
GENERAL PARTNER:		
The Iribar Corporation	1%	\$ 10.00
LIMITED PARTNERS:		
1) Manuel R. Iribar and Idania Iribar, Joint Tenants by the Entireties	89%	\$ 890.00
2) Alexander Manuel Iribar	5%	\$ 50.00
3) Gabriela Christine Iribar	5%	\$ 50.00
	100%	\$ 1,000.00

II. The anticipated amount of additional capital contributions of the Partners is none at this time.

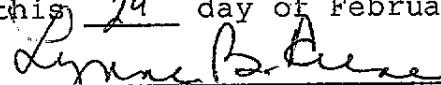
Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

THE IRIBAR CORPORATION

By: 

Manuel R. Iribar, President

Sworn to and subscribed before me  
this 24<sup>th</sup> day of February, 1998.

  
Notary Public, State of Florida  
Printed Name: Lynne B. Reeve  
My commission expires:

