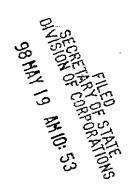
### 000001253 **CORPORATE** ACCESS, 1116-D Thomasville Road . Mount Vernon Square . Tallahassee, Florida 32303 (904) 222-2666 or (800) 969-1666 . Fax (904) 222-1666 P.O. Box 37066 (32315-7066)

INC.

РНОТО СОРУ (CORPORATE NAME & DOCUMENT #) 3.) \_\_\_\_\_(CORPORATE NAME & DOCUMENT #) 4.) (CORPORATE NAME & DOCUMENT #) 5.) \_\_\_\_\_(CORPORATE NAME & DOCUMENT #) (CORPORATE NAME & DOCUMENT #) 10.) \_\_\_\_(CORPORATE NAME & DOCUMENT #) SPECIAL INSTRUCTIONS



#### CERTIFICATE OF LIMITED PARTNERSHIP OF THE PINO FAMILY PARTNERSHIP, LTD.

Pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act as set forth in Chapter 620 of the Florida Statutes, the undersigned, desiring to form a limited partnership, hereby states the following:

- 1. The name of the Partnership is THE PINO FAMILY PARTNERSHIP, LTD.
- 2. The character of the business to be conducted by the Partnership is to engage in the business of investing in various security instruments related to entities and real estate in the United States of America and for any other lawful business activity. The Partnership shall have the power and authority to purchase, own, and hold various securities, including but not limited to stocks, bonds, limited partnership interests, and real estate. The Partnership shall also have the power to pledge, lien and encumber the securities it owns in connection with its ownership and execute any and all ancillary documents related to such encumbrance.
- 3. The location and mailing address of the principal place of business of the Partnership is 255 South Orange Avenue, Suite 600, Orlando, FL 32801.
- 4. The term for which the Partnership is to exist shall commence on the date this Certificate of Limited Partnership is filed, and shall continue until the close of business on December 31, 2050, unless sooner terminated by consent of the General Partner and Limited Partners or pursuant to the terms and conditions of the Limited Partnership Agreement.

5. The name, place of business, units and percentage of shares of the sole &

p97000107936

<u>Units</u>

1

Percentage Owned

The Pino Family Corporation 255 South Orange Avenue, Suite 600 Orlando, FL 32801 1.0%

- 6. The General Partner shall be required to make an initial capital contribution of cash in the total amount of \$10.00.
- 7. The Limited Partners shall be required to make an initial total capital contribution of securities or cash in the total amount of \$990.00.
- 8. The Limited Partners shall be required to make additional capital contributions upon call by the General Partner in accordance with their percentage ownership of units.
- 9. The Limited Partners shall not be entitled to the return of its capital contributions except by virtue of distributions pursuant to the Partnership Agreement or upon dissolution of the Partnership.
- 10. The share of the profits or other compensation by way of income which the Limited Partners shall receive by reason of its capital contributions is a total of ninety-nine percent (99%).
- 11. The Limited Partners have the right to substitute an assignee of its Partnership interest as a contributor in its place only with the written consent of the General Partner and the other Limited Partner, if any, and upon the following terms and conditions: executing an instrument of assignment and filing same with the General Partner, obtaining the consent of the Limited Partners, executing any additional instruments the General Partner deems necessary and paying to the Partnership all costs involved in making this amendment.

- 12. The General Partner has the right, with the consent of the Limited Partners, to admit additional Limited Partners.
- 13. Upon adjudication of bankruptcy or filing of a petition under the Federal Bankruptcy Act, withdrawal or removal of the General Partner, or the death or adjudication of incompetency of the General Partner, the Partnership will be dissolved unless within sixty (60) days after such event the Limited Partners elect to continue the business of the Partnership and select a substitute General Partner who agrees in writing to accept such selection.
- 14. No right is given to the Limited Partners to demand and receive property other than cash in return for their contributions. However, upon dissolution there may be Partnership property distributed in kind pursuant to the terms of the Partnership Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this 15kd day of May, 1998, effective upon filing with the Florida Secretary of State.

"General Partner"

a Florida corporation, as General Partner
By:
Laurence J. Pino, as President

THE PINO FAMILY CORPORATION,

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15 H day of May, 1998, by Laurence J. Pino, as President of The Pino Family Corporation, a Florida corporation and the General Partner of The Pino Family Partnership, Ltd., a Florida limited partnership, on behalf of the corporation and the limited partnership.

Personally known to me.
Produced identification:

Type: FDL P500.530.51.326.0

Notary Public, State of Florida Printed name:

Commission No.:
My Commission Expires:

NAN O'BRYANT NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC702318 MY COMMISSION EXP. JAN. 6,2002

OFFICIAL NOTARY SEAL

#### LIMITED PARTNERSHIP REGISTERED AGENT DESIGNATION OF THE PINO FAMILY PARTNERSHIP, LTD.

In compliance with Section 620.105, Florida Statutes, the following is submitted:

First, that The Pino Family Partnership, Ltd., with its place of business at 255 South Orange Avneue, Orlando, Florida 32801, has named its General Partner, The Pino Family Corporation, 255 South Orange Avenue, Suite 600, Orlando, Florida 32801, as its agent to accept service of process within the State of Florida.

## THE PINO FAMILY PARTNERSHIP, LTD.

a Florida limited Partnership

The Pino Family Corporation, By:

a Florida corporation, its general partner

J. Pino, as President

Having been named to accept Service of Process for the above-stated Limited Partnership, at the place designated in this certificate, I hereby agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 620.192, Florida Statutes.

THE PINO FAMILY CORPORATION,

a Florida corporation

aurence J. Pino as President

# AFFIDAVIT FOR CERTIFICATE OF LIMITED PARTNERSHIP OF THE PINO FAMILY PARTNERSHIP, LTD.

## STATE OF FLORIDA COUNTY OF ORANGE

Pursuant to Chapter 620.108 Florida Statutes, before me, the undersigned authority, this day personally appeared Laurence J. Pino, President of The Pino Family Corporation, the General Partner of The Pino Family Partnership, Ltd. ("Affiant"), who being first duly sworn, deposes and says:

- 1. That the total capital contribution by the Limited Partners to The Pino Family Partnership, Ltd. is \$990.00.
- 2. That the anticipated total capital contribution by the Limited Partners to The Pino Family Partnership, Ltd. is \$990.00.

FURTHER AFFIANT SAYETH NAUGHT.

LAURENCE J. PLNO

SWORN TO AND SUBSCRIBED before me

on this 15 Thday of May

, 1998 by

Laurence J. Pino.

Personally known to me. Produced identification:

Type: FDL P500.530.51.326:0

Notary Public

(SEAL)

OFFICIAL NOTARY SEAL
NAN O'BRYANT
NOTARY PUBLIC STATE OF FLORIDA
COMMESSION NO. CC702318
MY COMMISSION EXP. JAN. 6,2002