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The Law Offices of  
HOWARD L. SCHWARTZ, P.A.

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2101 CORPORATE BOULEVARD, N.W.  
SUITE 414  
BOCA RATON, FLORIDA 33431

Legal Assistant:

Susan Landesman

TELEPHONE: 561-997-0000

FACSIMILE: 561-998-7891

May 10, 1999

Secretary of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

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-05/14/99--01109--001  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

**RE: The Shane Family Limited Partnership**

Dear Sir/Madam:

Enclosed, please find the original and one copy of the Certificate of Limited Partnership for the above referenced partnership, together with our check in the amount of \$87.50 for filing fees. This includes the \$52.50 filing fee, plus \$35.00 for Registered Agent.

After filing, please return copy of filed Certificate of Limited Partnership to this office.

If you have any questions, please do not hesitate to contact me.

Sincerely,  
The Law Offices of  
Howard L. Schwartz, P.A.

*Susan Landesman*

Susan Landesman  
Legal Assistant

Enclosures

Shane.SecState.FLPCert051099  
Enclosures (2)

Name	
Availability	
Document Examiner	
Updater	
Verifier	
Acknowledgement	
P. Verifier	

*Howard Schwartz* GAVE  
AUTHORIZATION BY PHONE TO  
CORRECT AFFIDAVIT  
DATE 5-24-99  
DOC. EXAM *MJS*

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 MAY 14 PM 3:53

CERTIFICATE OF LIMITED PARTNERSHIP

OF THE

SHANE FAMILY

LIMITED PARTNERSHIP

A Florida Limited Partnership

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
99 MAY 14 PM 3:53

The undersigned, acting as formers of a limited partnership under the Florida Revised Uniform Partnership Act, adopt the following certificate for such limited partnership.

1. Name: The name of this Limited Partnership is the Shane Family Limited Partnership u\ald MAY 4, 1999.
2. Business: The general character of the Partnership business shall be real estate, mortgages, rental properties, securities, partnership interests, limited partnership interests, general businesses including but not limited to restaurants, or otherwise deal in and with the foregoing property or any part thereof, and to carry on such other activities in furtherance of the purpose as are not prohibited by law.
3. Principal Place of Business and Location of Records: The location of the principal place of business of the Partnership is 6417 N.W. 99<sup>th</sup> Avenue, Parkland, Florida 33076 at which place the records shall be maintained.
4. Registered Agent: The name and address of the registered agent for service for this Limited Partnership is Howard L. Schwartz, 2101 Corporate Blvd. NW Suite 414, Boca Raton, FL 33431, who acknowledges by his signature hereunder, that he accepts same.
5. The General Partner: The name and business address of the General Partner is as follows:

A. GENERAL PARTNER	PLACE OF BUSINESS
The Shane, LLC	6417 N.W. 99 <sup>th</sup> Avenue, Parkland,
<u>L99000002539</u>	Florida 33076
- B. The Limited Partner: The name and business address of the Limited Partner is as follows:

LIMITED PARTNER	PLACE OF BUSINESS
Joseph Shane	6417 N.W. 99 <sup>th</sup> Avenue, Parkland, Florida
	33076
6. Mailing Address: The mailing address of the Limited Partnership is: 6417 N.W. 99<sup>th</sup> Avenue, Parkland, Florida 33076
7. Term: The Partnership shall begin at the time of the filing of the certificate of Limited Partnership with the Department of State and shall liquidate and dissolve on January 1, 2049, unless sooner dissolved by law or by agreement of parties of the parties hereto or unless extended by a majority agreement of the Partners.

8. Additional Contribution: No additional contributions of the Limited Partners have been agreed upon.
9. Return of Contributions: No Limited Partner shall be entitled to withdraw or demand the return of any part of his or her capital contribution except upon dissolution of the Partnership.
10. Profits: All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportion as the Partner's then capital interest accounts, unless retained for Partnership investment and business activities.
11. Sale or Transfer of Interest in Partnership: A Limited Partner shall not have the right to sell or transfer his or her interest in the Partnership without the prior written consent of the General Partners, unless the transfer is a permitted transfer, as explained in detail by the Partnership Agreement.
12. Additional Limited Partners: The General Partners may admit additional limited partners.
13. Priority Among Limited Partners: There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.
14. Continuance of Business: In the event of the death, incompetency, bankruptcy, or retirement of any General Partner, the business of the Partnership shall be continued by the remaining General Partners, and if there are none, and if the Limited partners do not admit a new General Partner or Partners to the Partnership within ninety days, the business will not continue and the Partnership will terminate provided in the Partnership Agreement.
15. Property Other than Cash: No Limited Partner shall have the right to demand and receive Property other than cash in return for his or her contribution, but in the discretion of the General Partners there may be distributions in kind.
16. Amount of Cash and Affidavit to Agreed Value and Description of Property Contributed:

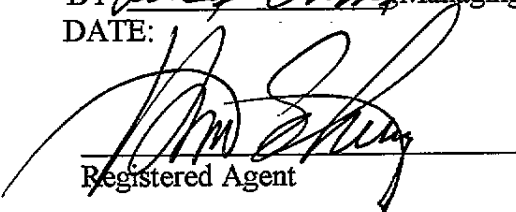
The \_\_\_\_\_ Limited Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "B", Affidavit of the Amount of the Capital Contributions of the \_\_\_\_\_ Limited Partners, and Any Amount Anticipated to be Contributed by the \_\_\_\_\_ Limited Partners" attached hereto, with an agreed value of \$ 1,000.00.

IN WITNESS WHEREOF, the parties have hereunder executed this Certificate on the  
MAY day of 4, 1999.

GENERAL PARTNER:  
The Shane, LLC

BY:  Managing Member

DATE:

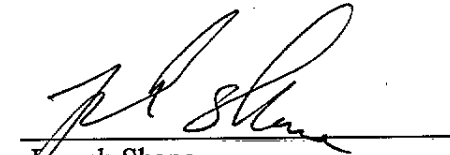
  
Registered Agent

SCHEDULE "B"

"AFFIDAVIT OF THE AMOUNT OF THE CAPITAL  
CONTRIBUTIONS OF THE LIMITED PARTNERSHIP,  
AND ANY AMOUNT ANTICIPATED TO BE  
CONTRIBUTED BY THE LIMITED PARTNERS"

The undersigned presents this Affidavit, given under oath, to affirm the following:

1. The amount of the capital contributions to date of the Limited Partners. of  
The Shane Family Limited Partnership is \$1000.00
2. The amount contributed and anticipated to be contributed by the Limited Partners  
at this time totals \$ 1,000.00

  
Joseph Shane  
Dated: 5.4.99

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this May 4, day of May  
1999 by, Joseph Shane who is personally known to me, or, has produced the following form  
of identification: \_\_\_\_\_

  
NOTARY PUBLIC

NOTARY PUBLIC  
STATE OF FLORIDA  
Howard L. Schwartz  
Notary Public, State of Florida  
Commission No. CC 648633  
My Commission Exp. 07/13/2001  
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.