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Nachimson Partners Ltd.

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EXAMINER

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**CERTIFICATE OF LIMITED PARTNERSHIP
OF
Nachimson Partners Ltd.**

A Florida Limited Partnership

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The undersigned does hereby certify that a Florida Limited Partnership Agreement was signed on March 20, 2008, at Boca Raton, Florida by Helen & Elliot Nachimson, LLC herein called the "General Partner" and by the following, hereinafter referred to as the initial "Limited Partners":

Elliot Nachimson Living Trust dated November 20, 2006

Helen Nachimson Living Trust dated November 20, 2006

WITNESSETH:

The parties hereto, on the date described above, formed a Limited Partnership pursuant to the provisions of the Florida Limited Partnership Act.

1. **Name of the Limited Partnership.** The name of this Limited Partnership is Nachimson Partners Ltd.
2. **Business.** The Limited Partnership may hold, manage, develop, exchange, and/or lease real estate, buy and sell both real and personal property including options, rights, intangibles and undivided interests in property, hold other investment assets. There is no geographical or jurisdictional restriction upon the location of an investment property or activity. The Limited Partnership may lease property which it owns or needs and may sublease property which it acquires under another lease. It may borrow and lend money, with or without interest or collateral. Furthermore, the Limited Partnership may engage in and/or conduct any lawful business or investment activities.
3. **Principal Office, Principal Place of Business, Records Location and Registered Office.** The location of the principal office, principal place of business and records location of the Limited Partnership is 8310 Casa del Lago, Apartment 1K, Boca Raton, Florida 33433. The location of the registered office of the Limited Partnership is 8310 Casa del Lago, Apartment 1K, Boca Raton, Florida 33433.
4. **Appointment and Consent to Serve as Registered Agent.** The registered agent for service for this Limited Partnership is Elliot Nachimson whose address is 8310 Casa del Lago, Apartment 1K, Boca Raton, Florida 33433.

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I, Elliot Nachimson, a natural person and resident of Florida State, accept the appointment as agent of the Helen & Elliot Nachimson, LLC upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. I understand that as agent it will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of my resignation or of any changes in the Registered Office Address.


Elliot Nachimson, Registered Agent

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5. **General Partners.** The General Partner of this Limited Partnership is:
Residence and Mailing Address:
Helen & Elliot Nachimson, LLC
8310 Casa del Lago, Apartment 1K
Boca Raton, Florida 33433
6. **Limited Partners.** The Limited Partnership shall also have such Limited Partners as are named in the Limited Partnership Agreement.
7. **Term of the Partnership.** The Partnership shall begin on the date this Certificate of Limited Partnership is filed with the Secretary of State of Florida and shall continue indefinitely, unless sooner dissolved by law or by agreement of all of the remaining partners or unless extended by the agreement of all the remaining partners.
8. **Additional Contributions.** The General Partner has the power to require additional contributions of capital on a prorata basis from each of the Partners, from time to time, upon demand.
9. **Return of 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 Limited Partnership. No Limited Partner shall have the right to dissolve or terminate the Limited Partnership except upon the affirmative vote of one hundred percent (100%) in interest of all Partners.
10. **Profits.** All annual net profits of the Limited Partnership may be distributed annually and shall be divided among the Partners in the same proportions as the Partners' then constituted partnership interest, unless retained for the Partnership investment and business activities.
11. **Assignments.** A Limited Partner is prohibited from selling, assigning, transferring, encumbering, or otherwise disposing of any interest in this Limited Partnership, its property, or its assets, without the written consent of all of the Partners, both General and Limited, and only after such Limited Partner gives to the Limited Partnership and other Partners an opportunity to purchase such interest, as explained in detail in the Limited

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Partnership Agreement. The assignee, purchaser, or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall not become a substituted limited partner unless all General and Limited Partners (except the assignor, seller, or transferor) consent thereto. The assignor, seller, or transferor of a Limited Partnership interest shall not have the right to make his or her assignee, purchaser, or transferee a substituted Limited Partner. Furthermore, such assignee, purchaser, or transferee shall not become a substituted Limited Partner unless and until all provisions of the Partnership Agreement are complied with and expressly agreed to.

12. **Additional Limited Partners.** The General Partners may admit additional limited partners with the consent of all the Partners.
13. **Priority Among Limited Partners.** Except as otherwise provided in the Limited Partnership Agreement, no one Limited Partner has priority over another as to the distributions, liquidation, contributions or compensation by way of income or assets of the Limited Partnership. The Limited Partnership Agreement may provide for the issuance of one or more classes of preferred or common limited or general partnership interests. In the event one or more classes of preferred partnership interest is issued by the Limited Partnership, such preferred partnership interests shall have priority over any common partnership interests as to distribution and liquidation rights.
14. **Continuance of Business.** Upon the death, retirement insanity or legal incapacity of the last surviving or serving General Partner, the Limited Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes incompetent to adequately manage his or her affairs as determined by written affidavits signed and acknowledged by two licensed physicians, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Limited Partnership by selecting a new General Partner.
15. **Property Other Than Cash.** A Limited Partner may not demand property other than cash in return for his contributions.
16. **Amount of Cash and Agreed Value and Description of Other Property Contributed.** The Partners in the Limited Partnership have initially contributed their interest in the property as set forth in Schedules "A" and/or "B" of the Partnership Agreement.

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DATED: MARCH 20, 2008

GENERAL PARTNER:
Helen & Elliot Nachimson, LLC

BY: [Signature]
Elliot Nachimson, Manager

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

On this day, March 20, 2008, before me personally appeared Elliot Nachimson, as Manager of the Helen & Elliot Nachimson, LLC, General Partner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]



JENNIFER L. KOEWING
Commission DD 676832
Expires June 10, 2011
Bonded thru Troy Pahn Insurance 800-325-7019

[Signature]
Notary Public
My commission expires: _____

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