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# FLORIDA/FOREIGN LP/LLLP M & L 18 REALTY ASSOCIATES LIMITED PARTNERSHIP

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### CERTIFICATE OF LIMITED PARTNERSHIP

#### **OF**

#### M & L 18 REALTY ASSOCIATES LIMITED PARTNERSHIP

The undersigned General Partner, desiring to form a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Law, as set forth in Section 620.108 of the Florida Statutes, hereby state the following:

- 1. The name of the Partnership is M & L 18 REALTY ASSOCIATES LIMITED PARTNERSHIP, a Florida limited partnership (the "Partnership").
- 2. The principal business and mailing address of the office of the Partnership is 17640 Lake Estates Drive, Boca Raton, Florida 33496.
- 3. The name and address of the Registered Agent for service of procession the Partnership is Alan Cornell, 17640 Lake Estates Drive, Boca Raton, Florida 33496.
- 4. The name and business address of the General Partner of the Partnership is A&& L=
  18 ASSOCIATES, INC., a Florida corporation, 17640 Lake Estates Drive, Boca Raton, Florida
  33496.
  - 5. The latest date upon which the Partnership shall dissolve is December 31, 2060.
- 6. No Limited Partner shall be entitled to withdraw or demand the return of any part of its capital contribution except upon dissolution of the partnership.
- 7. All annual net profits of the partnership shall be divided among the partners in the same proportions as the partners' then capital accounts unless retained for partnership investments and business activities.
- 8. There is no priority of any one (1) Limited Partner over another with respect to the contributions or compensation by way of income.

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- 9. A conveyance or encumbrance of real property held in the Partnership name, and any other instrument affecting title to real property in which the Partnership has an interest, shall be executed in the Partnership by the General Partner(s).
- No Limited partner may demand property other than cash in return for its contributions.
- 11. The effective date of this Certificate of Limited Partnership shall be upon the filing with the State of Florida, Department of State.

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 M & L 18 REALTY ASSOCIATES LIMITED PARTNERSHIP on this day of muscle 2010.

WITNESSES:

GENERAL PARTNER:

M & L 18 Associates, Inc., a Floridary

Corporation

By

Alan Cornell, President

## ACCEPTANCE AND APPOINTMENT AS REGISTERED AGENT

Having been named as Registered Agent for M & L 18 REALTY ASSOCIATES LIMITED PARTNERSHIP, a Florida limited 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.

Alan Cornell Registered Agent

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