

A95000001270

LAW OFFICES OF
THOMAS J. THOMAS, P.A.

350 Royal Palm Way, 4th Floor
Palm Beach, Florida 33480
Telephone: (407) 655-7903

Thomas J. Thomas
Board Certified Attorney
in the Areas of Wills, Trusts,
Estates and Taxation

August 18, 1995

14155 U.S. Highway One
Suite 304
Loggerhead Plaza
Juno Beach, Florida 33408
Telephone: (407) 775-9155
Fax: (407) 775-0270

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-08/25/95--01005--001
***1837.50 ***1837.50

Secretary of State
Division of Corporation
State of Florida
Post Office Box 6327
Tallahassee, Florida 32314

RE: Initial Filing of Limited Partnership Certificate
for The Schimmel Family Partnership, Ltd.

Dear Sir:

Enclosed please find an original and one copy of the Certificate of Limited Partnership for The Schimmel Family Partnership, Ltd. Also enclosed is our check in the amount of \$1,837.50 for the filing fee and for a certified copy of the Certificate computed as follows:

Filing Fee	\$1,750.00
Registered Agent Designation	35.00
Certified Copy of Certificate	<u>52.50</u>
	\$1,837.50

FILED
AUG 21 10 30 27
TALLAHASSEE, FLORIDA

Please mail the certified copy to my Juno Beach address 14155 U.S. Highway One, Suite 304, Juno Beach, Florida 33408.

Please contact me if you have any questions regarding the above at (407) 775-9155.

Thank you for your attention to this matter.

Name	Yours truly,
Availability	<i>Thomas J. Thomas</i>
Fee	Thomas J. Thomas
Ex	KWM
U	
W	KWM
Ac	KWM
W. P. Verdyer	KWM

Enclosures
C. TAX 1750.00
FILING 35.00
R. 52.50
C. 52.50
T. 1837.50
N. L.
BALANCE
REFUND

824

CERTIFICATE OF LIMITED PARTNERSHIP

Pursuant to Florida Statutes §620.108, the Undersigned General Partners hereby make, acknowledge, and file this Certificate of Limited Partnership for The Schimmel Family Partnership, Ltd. hereinafter referred to as the Partnership.

1. The name of the Partnership is The Schimmel Family Partnership, Ltd.

2. The mailing address and the business address of the Partnership shall be located at 9122 Long Lake Palm Drive, Boca Raton, Florida 33496, or at such other place or places as the General Partners may, from time to time, determine.

3. The agent for service of process and address of the agent for this limited partnership shall be Dieter A. Theimann at 11380 Prosperity Farm Road, Suite 217, Palm Beach Gardens, FL 33410.

4. The names, mailing addresses and the business addresses of the General Partners are as follows:

Berta K. Schimmel,
Trustee of the
Schimmel Family
Trust Agreement
dated August 18,
1995

Raimund F. Schimmel
Trustee of the Schimmel
Family Trust Agreement
dated August 18,
1995

9122 Long Lake Palm
Drive, Boca Raton, FL
33496

9122 Long Lake Palm Drive,
Boca Raton, FL 33496

An Affidavit declaring the amount of the capital contributions of the Limited Partners is attached as Exhibit "A".

5. The Partnership and the limitation of the liability of the Limited Partners shall commence when filed and continue until December 31, 2015, unless sooner terminated in accordance with the Agreement of Limited Partnership.

6. The initial purpose of the Partnership shall be to own, hold, build upon, maintain, sell, lease, exchange or otherwise conduct business with respect to real property and tangible or intangible personal property and to purchase, sell, own, acquire an interest of any kind and description, in any real or personal property located within or without the State of Florida; dispose of, mortgage, refinance or otherwise encumber all or any part of the aforescribed property; and to conduct such other activities as may be necessary or incidental to the foregoing, all on the terms and conditions herein set forth; or otherwise conduct business with respect thereto and to do all things reasonably incident thereto. Without limiting the foregoing, the Partnership

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may acquire the ownership or other interest in the stock of corporations, general or limited partnership interests or other business entity interests, may do any act or accomplish any business or investment purpose as determined by the General Partner, without any limitation or restriction whatsoever, and may alter or amend the purpose of the Partnership consistent with the provisions of the Florida Revised Uniform Limited Partnership Act.

7. The Limited Partners have contributed the property listed on Exhibit "A" to the capital of the Partnership.

8. The Limited Partners have no responsibility or liability for additional contributions to the capital of the Partnership.

9. The contribution of each Partner is to be returned upon termination of the Partnership or in accordance with the Agreement of Limited Partnership.

10. Net profits and losses of the Partnership for any year shall be allocated to Partners in accordance with the Agreement of Limited Partnership.

11. The Limited Partner can substitute an assignee as a Limited Partner in his place only in accordance with the Agreement of Limited Partnership.

12. No right is given to any Partner to admit additional Limited Partners except in accordance with the Partnership Agreement.

13. A General Partner may not substitute an entity in his place as General Partner or add another person or persons as an additional General Partner without the written approval of all other General Partners, if any, and all Limited Partners. A General Partner shall be prohibited from transferring his interests if such transfer would in any way jeopardize the limited liability of the Limited Partners or the tax status of the Partnership as a partnership.

In the event of the withdrawal of an individual General Partners, or the dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency of an General Partner, the Partnership shall dissolve, unless the Partnership shall be continued by all remaining General Partners succeeding to the rights and obligations of the General Partners as aforesaid. In the event of the withdrawal, death, dissolution, assignment for the benefit of creditors, adjudication of bankruptcy or insolvency or incompetency of the last remaining General Partner, the Limited Partners may, by majority vote of the Limited Partners, within ninety (90) days after written notice of such event, elect to continue the business of the Partnership and designate a new General Partner(s) who shall consent to and accept such designation

as of the date of such event. The election of such new General Partner(s) shall not be deemed a termination of the Partnership. The new General Partner(s) shall forthwith execute and record an amendment to the Certificate of Partnership to evidence the election as required by the appropriate governing law.

The General Partner under the Partnership is Berta K. Schimmel and Raimund F. Schimmel as Co-Trustees of the Schimmel Family Trust Agreement dated August 18, 1995; if such Trust is amended, or if under the terms of such Trust a different or successor Trustee represents such Trust, such amendment or change of Trustee shall not be deemed a change of the General Partner hereunder, and such Trust, so amended, with its then Trustee(s), shall continue to act as the General Partner hereunder without any act or vote by any Partner permitted or required.

If by reason of transfer, succession or otherwise, there shall be at any time two or more General Partners acting as such hereunder at the same time, then a majority vote shall be required of such General Partners for Partnership matters both in the ordinary course of business and extraordinary matters, unless provided otherwise herein. If two or more General Partners are acting as such at the same time, voting percentages shall be equal to the ratio that each General Partner's capital account bears to the total capital accounts of all General Partners. Disputes shall be settled by arbitration.

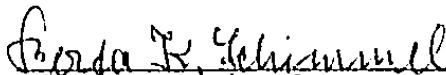
14. The General Partner shall render services as the General Partner to the Partnership but in return for such services shall receive no interest in the capital contributed by Limited Partners.

In order to permit the General Partner to perform its functions and to carry out its responsibilities under this Agreement, the General Partner shall have the authority on behalf of the Partnership to conduct any and all Partnership business including, by way of illustration, and not of limitation, the authority to establish, maintain and draw upon checking and other accounts in the name of the Partnership in such bank or banks as the General Partner may from time to time select; negotiate, enter into and execute any and all contracts, or contracts for the operation and management of Partnership business necessary, desirable or convenient with respect to the Partnership, whether or not the term such contracts (including the renewal term, if any) shall extend beyond the date of the termination of the Partnership; execute any notification, statements, reports, returns and other filings that are necessary or desirable to be filed with any state or federal agency, commission or authority, including any state or federal securities commission; make any tax elections available to the Partnership pursuant to §1.754 and §1.743(b) of the Regulations under the Internal Revenue Code of 1986, as amended, or similar provisions of like tenor; execute, acknowledge and deliver any and all instruments which are necessary to effectuate any of the

foregoing or otherwise desirable; sell, buy, exchange, dispose of, acquire, transfer, lease or otherwise alienate, or to convey title to and/or grant an option for the sale or purchase of all or any portion of the real or personal property of the Partnership, to the extent such is permitted by this Agreement including any mortgage or leasehold or other interest; lease all or any portion of such real or personal property and without limit as to the term, whether or not such term (including renewal term, if any) shall extend beyond the termination of the Partnership, whether or not the property so leased is to be occupied by the lessee, or in turn, sublet in whole or in part to others; borrow money and, as security, to mortgage, including second mortgage, or pledge all or any part of the Partnership's assets obtain replacements for any such mortgage or mortgages, and to repay in whole or in part, to refinance, recast, increase, modify, consolidate, correlate or extend any mortgage(s) or liens affecting such Partnership assets, all the foregoing at such price, rental or amount and for cash, securities or other property and upon such terms as they seem proper; place on record the title of such assets in the name or names of a nominee or nominees for the purpose of financing or any other convenience or benefit of the Partnership; subordinate the equity in Partnership assets to obligations of others; employ accountants, attorneys and other persons, firms corporations or entities, on such terms and for such compensation as they shall determine; purchase other property within the Partnership; and enlarge the Partnership purpose. The General Partner may arrange for facsimile signatures for themselves in executing any writing on behalf of the Partnership. Such powers are granted to the General Partner to assist the General Partner in carrying out the specific purposes of the Partnership and for no other purposes and the exercise of such powers shall not require the approval of the Limited Partners. If by reason of transfer, succession or otherwise, there shall be at any time two or more General Partners acting as such hereunder at the same time, then a majority vote shall be required of such General Partners for all Partnership matters.

IN WITNESS WHEREOF, the General Partners have hereunto set their hands and seals as of the 18 day of August, 1995.

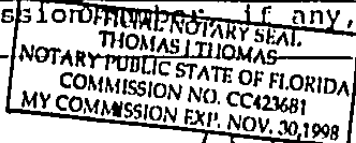
GENERAL PARTNERS:


Berta K. Schimmel, Co-Trustee
of the Schimmel Family Trust
Agreement dated August 18,
1995

Raimund F. Schimmel
Raimund F. Schimmel, Co-Trustee
of the Schimmel Family Trust
Agreement dated August 18,
1995

Sworn to and subscribed before me this 18TH day of
August, 1995, by Berta K. Schimmel as Co-Trustee of
the Schimmel Family Trust Agreement dated August 18, 1995,
who personally appeared before me, and (check one) ✓ who is
personally known to me (or, if not personally known to me) ✓
who has produced Passport Federal Republic of Germany as
identification, and who did take an oath.

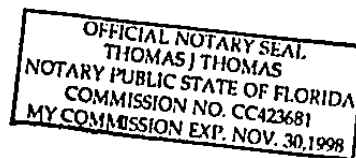
NOTARY PUBLIC:

Thomas J. Thomas
Sign above and Print Name
Here:
My commission number, if any, is:


Sworn to and subscribed before me this 18TH day of
August, 1995, by Raimund F. Schimmel, as Co-Trustee of
the Schimmel Family Trust Agreement dated August 18, 1995,
who personally appeared before me, and (check one) ✓ who is
personally known to me (or, if not personally known to me) ✓
who has produced Passport Federal Republic of Germany as
identification, and who did take an oath.

NOTARY PUBLIC:

Thomas J. Thomas
Sign above and Print Name
Here:
My commission number, if any, is:



STATE OF FLORIDA
DEPARTMENT OF STATE

Certificate Designating Place of Business or Domicile for the
Service of Process Within This State, Naming Agent Upon Whom
Process May be Served.

The following is submitted, in compliance with Florida
Statutes §620.105:

The Schimmel Family Partnership, Ltd., is a limited
partnership organized under the laws of the State of Florida, with
its principal office at 9122 Long Lake Palm Drive, Boca Raton, FL
33496, in the County of Palm Beach, State of Florida, has named
Deiter A. Theimann, 11380 Prosperity Farms Road, Suite 217, Palm
Beach Gardens, Florida 33410, its agent to accept service of
process within this state.

ACCEPTANCE:

I agree as Resident Agent to accept Service of Process; to
keep the office open during prescribed hours; to post my name in
some conspicuous plac in office as required by law.

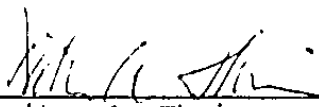

Deiter A. Theimann,
Registered Agent

EXHIBIT "A"

AFFIDAVIT DECLARING AMOUNT OF
CAPITAL CONTRIBUTIONS TO LIMITED PARTNERS
PURSUANT TO §620.108, FLORIDA STATUTES

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared Berta K. Schimmel, Co-Trustee of the Schimmel Family Trust Agreement dated August 18, 1995 and Raimund F. Schimmel, Co-Trustee of the Schimmel Family Trust Agreement dated August 18, 1995, who, being first duly sworn, depose and say:

The total agreed values of capital contributions of limited partners of The Schimmel Family Partnership, Ltd. and the amount anticipated to be contributed by the limited partners thereto is as follows:

<u>Limited Partner:</u>	<u>Agreed value of Capital Contribution</u>
1. Berta K. Schimmel	\$377,300.00
2. Raimund F. Schimmel	\$377,300.00
 TOTAL:	 \$754,600.00

FURTHER AFFIANT SAYETH NAUGHT.

GENERAL PARTNERS:

Berta K. Schimmel
Berta K. Schimmel as Co-Trustee
of the Schimmel Family Trust
Agreement dated August 18,
1995
Affiant

Raimund F. Schimmel
Raimund F. Schimmel as Co-
Trustee of the Schimmel Family
Trust Agreement dated
August 18, 1995
Affiant

Sworn to and subscribed before me this 18th day of
August, 1995, by Berta K. Schimmel as Co-Trustee of
the Schimmel Family Trust Agreement dated August 18, 1995,
who personally appeared before me, and (check one) who is
personally known to me (or, if not personally known to me) ✓ who
has produced Passport - Federal Republic of Germany as
identification, and who did take an oath.

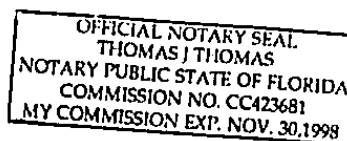
NOTARY PUBLIC:

Thomas J. Thomas
Sign above and Print Name
Here:
My OFFICIAL NOTARY SEAL if any, is
THOMAS J. THOMAS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC423681
MY COMMISSION EXPI. NOV. 30, 1998

Sworn to and subscribed before me this 18th day of
August, 1995, by Raimund F. Schimmel as Co-Trustee
of the Schimmel Family Trust Agreement dated August 18, 1995, who
personally appeared before me, and (check one) who is
personally known to me (or, if not personally known to me) ✓ who
has produced Passport - Federal Republic of Germany as identification, and who did
take an oath.

NOTARY PUBLIC:

Thomas J. Thomas
Sign above and Print Name
Here:
My commission number, if any, is



FILE ON OR BEFORE APRIL 5, 1996 TO AVOID
REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
AMENDMENT REPORT
1996



FLORIDA DEPARTMENT OF STATE
CORPORATE REGISTRATION
DIVISION OF CORPORATE RECORDS

1a. DOCUMENT #
A95000001270

1. Name of Partnership
THE SCHIMMEL FAMILY PARTNERSHIP, LTD.

9122 LONG LAKE PALM DRIVE
BOCA RATON FL 33496

9122 LONG LAKE PALM DRIVE
BOCA RATON FL 33496

3. Date of Amendment
FLORIDA 08/24/1995

5a. Capital Contribution
\$754,600.00

8. FEES: 1. Filing Fee (Computed at a rate of \$7 per \$1,000 on amount reflected on Schedule K-1) \$7.54
2. Supplemental Fee \$1.00
THE AMENDMENT FEE SHALL BE PAID TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATE RECORDS, 1000 BANKERS BUILDING, SUITE 1000, BOCA RATON, FLORIDA 33496.

9. Name and Address of Current Registered Agent
**THEIMANN, DEITER A
11380 PROSPERITY FARM RD., STE. 217
PALM BEACH GARDENS FL 33410**

10a. **A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY
MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.**

11. Name and Address of General Partner
**SCHIMMEL, BERTA K TRUSTEE
SCHIMMEL, RAIMUND F TRUSTEE**

11a. Address of Each General Partner
**9122 LONG LAKE PALM D
9122 LONG LAKE PALM D**

11b. Address of Each General Partner
**BOCA RATON FL 33496
BOCA RATON FL 33496**

11c. Filing Information
**500001762275
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***576.25 ***576.25**

NOTE: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2. Name of Partnership
THE SCHIMMEL FAMILY PARTNERSHIP, LTD.

2a. Name of Partnership
THE SCHIMMEL FAMILY PARTNERSHIP, LTD.

7. FEE FOR STATE OF FLORIDA
\$4.75 Additional Fee for a Certificate of Status
3-27

10. Filing Information
FL

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