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TALLAHASSEE, FL 32301-2607
904/222-9171
904/222-9197 FAX

800-342-8086

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PREMIER HALL
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 164635 4320888

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : November 22, 1996

ORDER TIME : 9:41 AM

ORDER NO. : 164635-005

CUSTOMER NO: 4320888

CUSTOMER: Ms. April Haley
LIVINGSTON PATTERSON
STRICKLAND & WEINER, P.A.
46 N. Washington Blvd.

Sarasota, FL 34236

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****140.00 ****140.00

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SECRETARY OF CORPORATIONS
96 NOV 22 AM 11:30

DOMESTIC FILING

NAME: BREAKER SPOT, LTD.

EFFECTIVE DATE:

XXX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XXX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Andrea C. Mabry

EXAMINER'S INITIALS:

G. TAX 52.50
FILING 35.00
R. AGENT FEE 52.50
C. COPY 140.00
TOTAL 140.00
I. BANK
BALANCE DUE
FEES

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11/20/96
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PREPARED BY AND RETURN TO:
JOHN PATTERSON, ESQUIRE
LIVINGSTON, PATTERSON, STRICKLAND & WILNIEK, P.A.
46 North Washington Boulevard, Suite 1
Sarasota, FL 34236
(941) 365-0550

CERTIFICATE OF LIMITED PARTNERSHIP

AND AFFIDAVIT OF CAPITAL CONTRIBUTIONS

We, the undersigned, desiring to form a partnership pursuant to the Uniform Limited Partnership Act as enacted in the State of Florida, swear that:

1. The name of the partnership is BREAKER SPOT, LTD.
2. The character of the business of the partnership is to acquire the assets described in Exhibit "A" attached hereto and cause to be manufactured, produced, distributed and sold on a world wide basis a device and system for detecting overload and other malfunctions in electrical panels and other apparatus.
3. The street address of the initial registered office of this limited partnership is 46 North Washington Boulevard, Suite 1, Sarasota, Florida, 34236, and the name of the initial registered agent of this limited partnership at that address is John Patterson.
4. The principal place of business and the mailing address of the partnership is: Two North Tamiami Trail, Suite 312, Sarasota, Florida, 34236.
5. The name and place of business of the general partner is: STONE BREAKER, INC., Two North Tamiami Trail, Suite 312, Sarasota, Florida, 34236.
896000008141
6. The name and mailing address of the limited partners are as follows: Glenn R. McComber, Jr., 1383 Tinamou Road, Venice, Florida, 34293; H. Dieter Gebhard, as Trustee under Trust Agreement dated October 28, 1996, for the benefit of Wendy Kristin Petrik, Two North Tamiami Trail, Suite 312, Sarasota, Florida, 34236; H. Dieter Gebhard, as Trustee under Trust Agreement dated October 28, 1996, for the benefit of Sharon Feli Petrik, Two North Tamiami Trail, Suite 312, Sarasota, Florida, 34236.

7. The term for which the partnership is to exist shall commence on recordation of this Certificate and shall continue until completion of partnership business (unless terminated sooner

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because of dissolution and winding up of the partnership) or until December 31, 2026, whichever first occurs.

8. The amount of cash and a description of and the agreed value of any other property contributed by the limited partners are as follows:

<u>Name</u>	<u>Amount of Cash</u>	<u>Description of Other Property</u>	<u>Agreed Value of Other Property</u>
GLENN R. MCCOMBER, JR.	\$490.00	NONE	NONE
H. DIETER GEBHARD, as Trustee under Trust Agreement dtd 10/28/96 for the benefit of Wendy Kristin Petrik	\$230.00	NONE	NONE
H. DIETER GEBHARD, as Trustee under Trust Agreement dtd 10/28/96 for the benefit of Sharon Feli Petrik	\$230.00	NONE	NONE

9. The limited partners are not obligated to make any additional contributions.

10. The limited partners may withdraw such portion of its capital contributions to the partnership as may from time to time be agreed on by the general partner.

11. The share of the profits or other compensation by way of income which each of the limited partners shall receive by reason of its contribution is:

<u>Name</u>	<u>Share</u>
GLENN R. MCCOMBER, JR.	49%
H. DIETER GEBHARD, as Trustee under Trust Agreement dtd October 28, 1996, for the benefit of Wendy Kristin Petrik	23%
H. DIETER GEBHARD, as Trustee under Trust Agreement dtd	23%

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October 28, 1996, for the
benefit of Sharon Feli Patrik

Affidavits declaring the amount of the capital contributions of the limited partners and the amount anticipated to be contributed by the limited partners are attached hereto as Exhibit "B".

12. No additional limited partners may be admitted to the partnership without the unanimous consent of the general and limited partners.

13. No limited partner shall have the right to substitute an assignee as a contributor in its place unless all of the following conditions are satisfied:

- a. A duly executed and acknowledged written instrument of assignment which is satisfactory in form and substance to the general partner is filed with the partnership and sets forth the intention of the assignor that the assignee become a substituted limited partner in its place.
- b. The assignor and the assignee execute and acknowledge such other instrument or instruments as the general partner may deem necessary or desirable to effectuate such admission, including the written acceptance and adoption by the assignee of all the terms and conditions of this agreement as the same may have been amended.
- c. The written consent of the general partner and limited partners to such substitution is obtained, the granting or withholding of which shall be within the sole and absolute discretion of the general partner and limited partners.
- d. The assignee shall have paid to the partnership a transfer fee which is sufficient, in the reasonable judgment of the general partner, to cover all reasonable expenses connected with such assignment and substitution.
- e. An amended certificate of limited partnership listing the assignee as a limited partner, which amended certificate may be signed by the

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general partner, the assignor and the assignee only and need not be signed by the other members of the partnership, is recorded in accordance with the laws of the State of Florida.

14. No limited partner has any priority over any other limited partner as to contributions or as to compensation by way of income.

15. The partnership shall be dissolved upon the dissolution, bankruptcy or insolvency of the general partner unless within six months after the occurrence of such event, a successor general partner is elected by unanimous vote of any limited partners, which successor elects to continue the business of the partnership.

16. The limited partners do not have the right to demand and receive property other than cash in return for their contributions.

GENERAL PARTNER:

STONE BREAKER, INC., a
Florida corporation

By: H. Dieter Gebhard
(print name of signator)
Its President

LIMITED PARTNER:

GLENN R. MCCOMBER, JR.

Glenn R. McComber, Jr.

LIMITED PARTNER:

H. DIETER GEBHARD, as Trustee
under Trust Agreement dated
October 28, 1996, for the
benefit of Wendy Kristin Patrik

H. Dieter Gebhard Trustee

LIMITED PARTNER:


H. DIETER GEBHARD, as Trustee
under Trust Agreement dated
October 28, 1996, for the
benefit of Sharon Feli Patrik

H. Dieter Gebhard, Trustee

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STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of November, 1996, by Hi Dieter Gebhard, the Vice-President of STONE BREAKER, INC., a Florida corporation, the general partner of BREAKER SPOT, LTD.


Notary Public

My Commission Expires:



JOHN PATTERSON
MY COMMISSION # CC423618 EXPIRES
February 21, 1999
BONDED THRU TROY PAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of November, 1996, by GLENN R. McCOMBER, JR., as limited partner of BREAKER SPOT, LTD.


Notary Public

My Commission Expires:



JOHN PATTERSON
MY COMMISSION # CC423618 EXPIRES
February 21, 1999
BONDED THRU TROY PAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of November, 1996, by H. DIETER GEBHARD, as Trustee under Trust Agreement dated October 28, 1996, for the benefit of Wendy Kristin Petrik, as limited partner of BREAKER SPOT, LTD.


Notary Public

My Commission Expires:



JOHN PATTERSON
MY COMMISSION # CC423618 EXPIRES
February 21, 1999
BONDED THRU TROY PAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of November, 1996, by H. DIETER GEBHARD, as Trustee under Trust Agreement dated October 28, 1996, for the benefit of Wendy Sharon Feli Petrik, as limited partner of BREAKER SPOT, LTD.


Notary Public

My Commission Expires:



JOHN PATTERSON
MY COMMISSION # 00423618 EXPIRES
February 21, 1998
BONDED THRU TROY FARM INSURANCE, INC.

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EXHIBIT "A"

DESCRIPTION OF ASSETS

The trade name "Breaker Spot", the trademark "Breaker Spot", the rights of Panel Detection Systems, Inc. under an Exclusive Distributor Sales Agreement with Thermographic Measurements, Inc., and any intellectual property rights associated with the device known as "Breaker Spot."

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AFFIDAVIT OF H. DIETER GEBHARD, AS TRUSTEE

**STATE OF FLORIDA
COUNTY OF SARASOTA**

BEFORE ME, the undersigned authority personally appeared, H. DIETER GEBHARD, as Trustee under a Trust Agreement dated 10/28/96 for the benefit of Wendy Kristin Patrik, who being duly sworn, hereby affirms the following to be true:

1. I am the Trustee under Trust Agreement dated October 28, 1996, for the benefit of Wendy Kristin Patrik.
2. I have personal knowledge of the facts stated herein.
3. I have contributed \$230.00 to BREAKER SPOT, LTD. as a capital contribution.
4. At the date of execution of this Affidavit, I, as Trustee, do not intend to contribute additional capital to BREAKER SPOT, LTD.

FURTHER AFFIANT SAYETH NOT.


H. DIETER GEBHARD, as Trustee
aforesaid

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 20th day of November, 1996, by H. DIETER GEBHARD, as Trustee aforesaid, who is personally known to me or who has produced NA as identification.


Notary Public
Printed Name of Notary:

My Commission Expires:

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JOHN PATTERSON
MY COMMISSION # CC423516 EXPIRES
February 21, 1999
BONDED THRU TROY FARM INSURANCE, INC.

EXhibit "B"

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AFFIDAVIT OF H. DIETER GEBHARD, AS TRUSTEE

**STATE OF FLORIDA
COUNTY OF SARASOTA**

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BEFORE ME, the undersigned authority personally appeared, H. DIETER GEBHARD, as Trustee under a Trust Agreement dated 10/28/96 for the benefit of Sharon Feli Patrik, who being duly sworn, hereby affirms the following to be true:

1. I am the Trustee under Trust Agreement dated October 28, 1996, for the benefit of Sharon Feli Patrik.

2. I have personal knowledge of the facts stated herein.

3. I have contributed \$230.00 to BREAKER SPOT, LTD. as a capital contribution.

4. At the date of execution of this Affidavit, I, as Trustee, do not intend to contribute additional capital to BREAKER SPOT, LTD.

FURTHER AFFIANT SAYETH NOT.


H. DIETER GEBHARD, as Trustee
aforesaid

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 20th day of November, 1996, by H. DIETER GEBHARD, as Trustee aforesaid, who is personally known to me or who has produced NA as identification.


Notary Public
Printed Name of Notary:

My Commission Expires:



AFFIDAVIT OF GLENN R. McCOMBER, JR.

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority personally appeared,
GLENN R. McCOMBER, JR., who being duly sworn, hereby affirms the
following to be true:


1. I have personal knowledge of the facts stated
herein.
2. I have contributed \$490.00 to BREAKER SPOT, LTD. as
a capital contribution.
3. At the date of execution of this Affidavit, I do not
intend to contribute additional capital to BREAKER SPOT, LTD.

FURTHER AFFIANT SAYETH NOT.


GLENN R. McCOMBER, JR.

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th
day of November, 1996, by GLENN R. McCOMBER, JR., who is personally
known to me or who has produced NA as
identification.


Notary Public
Printed Name of Notary: _____

My Commission Expires: _____



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CASH CONTRIBUTED

GLENN R. McCOMBER, JR.	.. \$490.00
H. DIETER GEBHARD, as Trustee under Trust Agreement dtd 10/28/96 for the benefit of Wendy Kristin Petrik	\$230.00
H. DIETER GEBHARD, as Trustee under Trust Agreement dtd 10/28/96 for the benefit of Sharon Feli Petrik	\$230.00

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NOTICE OF APPOINTMENT AND ACCEPTANCE OF REGISTERED AGENT

The undersigned, JOHN PATTERSON, having a street address of 46 North Washington Boulevard, #1, Sarasota, Florida 34236, having been appointed by the partners of BREAKERS SPOT, LTD., a Florida limited partnership, as registered agent, states as follows:

1. The limited partnership shall maintain an office at 46 North Washington Boulevard, Suite 1, Sarasota, Florida 34236, and shall notify the Department of State of any change in address of this office or the name of the registered agent at this address.

2. He accepts the appointment and consents to serve as registered agent of the limited partnership.


JOHN PATTERSON

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