

# A97000002603

**ROBERT B. SMITH, P.A.**

Attorney At Law  
Biscayne Building  
19 West Flagler Street, Suite 720  
Miami, Florida 33130  
(305) 379-4622 Fax (305) 379-2822

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 DEC -2 AM 10:25

August 1, 1997

Florida Secretary of State  
Division of Limited Partnership  
P.O. Box 6327  
Tallahassee, Florida 32314

600002367886--9  
-12/10/97--01028--014  
\*\*\*\*172.50 \*\*\*\*172.50

Re: Myrtha Vilbon Kroh Family Limited Partnership

To Whom It May Concern:

Enclosed herein is the Family Limited Partnership as outlined above for recording in your office. A check is enclosed in the amount of \$157.50 representing filing fees as indicated below.

\$10,000 Investment by the Partners = \$70.00

Registered Agent Fee = \$35.00

Certified Copy Fee = \$52.50

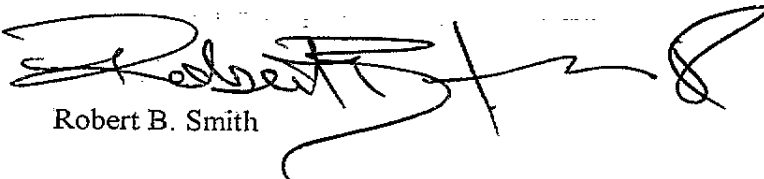
\$157.50

*\$15 - service chg. for returned ct.*

Once the limited partnership agreement is recorded, please return a file stamped copy to me for my records.

700002273777-2  
-08/21/97-01082-002  
\*\*\*\*157.50 \*\*\*\*157.50

Sincerely,



Robert B. Smith

*W97-19767*

Name	
Availability	<i>KWM</i>
Document Examiner	KWM
Updater	KWM
Updater Verifier	KWM
Acknowledgement	KWM
W. P. Verifier	KWM

10-23

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DIVISION OF CORPORATIONS

97 DEC -2 AM 10:25

Mrs. Kenny Manning  
Dir. of Corporations  
Family Limited Partnership  
409 East Gaines Street  
Tallahassee, FL 32399

Re: Myrtha Wilcox Kroh  
Family Limited Partnership

Dear Mrs. Manning:

Please forward the original  
of the file stamped Family  
Limited Partnership Agreement  
of the above stated agreement  
to undersigned counsel in the

enclosed pre paid self addressed  
federal express envelope.

Thank you.

Sincerely,

Robert R. H. X

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DIVISION OF CORPORATIONS  
97 DEC -2 AM 10:26



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DIVISION OF CORPORATIONS

FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

87 DEC -2 AM ID: 26

October 24, 1997

ROBERT B. SMITH, P.A.  
ATTN: ROBERT B. SMITH  
BISCAYNE BLDG., 10 W. FLAGLER ST., STE. 7  
MIAMI, FL 33130

SUBJECT: MYRTHA VILBON KROH FAMILY LIMITED PARTNERSHIP  
Ref. Number: W97000019767

We have received your document for MYRTHA VILBON KROH FAMILY LIMITED PARTNERSHIP, however, upon receipt of your document no check was enclosed. Please send a check or money order payable to the Department of State for \$172.50.

The total amount due is \$172.50.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6967.

Kenny Manning  
Corporate Specialist

Letter Number: 197A00051961



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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

97 DEC -2 AM 10: 26

FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

October 3, 1997

ROBERT B. SMITH, P.A.  
ATTN: ROBERT B. SMITH  
BISCAYNE BLDG., 10 W. FLAGER ST., STE. 7  
MIAMI, FL 33130

SUBJECT: MYRTHA VILBON KROH FAMILY LIMITED PARTNERSHIP  
Ref. Number: W97000019767

Memo #: 80895-A

This letter is to inform you that your check number 2032 for \$157.50, which was dated August 20, 1997 and submitted for MYRTHA VILBON KROH FAMILY LIMITED PARTNERSHIP has been returned to us by your bank because of Account Closed.

We are notifying you because our records indicate that the paperwork for MYRTHA VILBON KROH FAMILY LIMITED PARTNERSHIP has not been filed and was returned to you because of deficiencies in the document. If you send the document back to us to be filed, be sure to enclose a cashier's check or money order in the amount of \$172.50. This will cover the unpaid check and also the service fee required by law under section 215.34, Florida Statutes.

When sending the cashier's check or money order, please indicate that it is a replacement for the returned check mentioned above. Also, please include in your response the Debit Memo number given above. Send your response to:

Division of Corporation  
Attn: K.Manning  
P.O. Box 6327  
Tallahassee, FL 32314

If you have any questions you may contact me at (850) 487-6900.

Melinda Lilliston  
Administrative Assistant  
Bureau of Commercial Recording

cc: Rema Angela Williams  
2600 Collins Ave., Apt. 307  
Miami Beach, FL 33140



FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

97 DEC -2 AM 10: 26

August 26, 1997

ROBERT B. SMITH, P.A.  
ATTN: ROBERT B. SMITH  
BISCAYNE BLDG., 10 W. FLAGER ST., STE. 7  
MIAMI, FL 33130

SUBJECT: MYRTHA VILBON KROH FAMILY LIMITED PARTNERSHIP  
Ref. Number: W97000019767

VOIDED

We have received your document for MYRTHA VILBON KROH FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$157.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Section 620.108, Florida Statutes, requires that limited partnership certificates include the mailing address in addition to the principal place of business address. Please correct your document accordingly. If the mailing address and principal place of business are one and the same, please be sure this is clearly reflected in your document.

Section 620.108, Florida Statutes, requires the certificate include the latest date upon which the partnership is to dissolve.

Pursuant to section 620.108, Florida Statutes, an affidavit declaring the amount of the capital contributions of the limited partners and the amount anticipated to be contributed by the limited partners must accompany the certificate of limited partnership. The affidavit must be signed by all general partners.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6967.

Kenny Manning  
Corporate Specialist

Letter Number: 597A00042970

**REVOCABLE TRUST AGREEMENT**  
**AS TO MYRTHA VILBON KROH FAMILY, LTD.**

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DIVISION OF CORPORATIONS

97 DEC -2 AM 10:26

THIS AGREEMENT is made this day of December, 1996 between Marge Ange Goldman, of Dade County, Florida, as Trustee for the Myrtha Vilbon Kroh Family, Ltd. and Myrtha Vilbon Kroh, as General Partner of Myrtha Vilbon Kroh Family, Ltd.

WITNESSETH:

General Partner hereby transfers and assigns to Trustee, on behalf of the minor limited partners, certain powers as listed herein. That property and all investments and reinvestments thereof and additions thereto are herein collectively referred to as the "trust estate" and shall be held upon the following trusts:

**ARTICLE I**

A. **Powers.** Trustee shall hold, manage, care for and protect the trust property for and on behalf of the minor Limited Partners and shall have the following powers and, except to the extent inconsistent herewith, those powers now or hereafter conferred by law:

1. To retain any property (including stock of any corporate trustee hereunder or of a parent or affiliate company) originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investment;
2. To cause any property, real or personal, belonging to the trust to be held or registered in Trustee's name or in the name of a nominee or in such other form as Trustee deems best without disclosing the trust relationship on behalf of the minor Limited Partners.

3. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which Trustee's possession of voting discretion would subject the issuing company or Trustee to any law, rule or regulation adversely affecting either the company or Trustee's ability to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidation's and in connection therewith to deposit securities and accept and hold other securities or poverty received therefor on behalf of the minor Limited Partners.

4. To delegate themselves or to others any powers granted by law or under the provisions hereof, including (without limitation) the power to sign checks and to have access to safe deposit boxes, the power to give instructions regarding the purchase, sale or management of investments to any stockbroker, custodian or other agent and the power to execute instruments required in the purchase, sale or other transfer of any assets held hereunder; provided, however, that this provision shall not entitle a Trustee to participate in a decision if such Trustee is expressly excluded from participation under any other provision of this Agreement, on behalf of the minor Limited Partners; and

5. To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

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ARTICLE II  
TRUSTEES

A. If Marge Ange Goldman dies, becomes incapacitated, resigns or otherwise ceases to act as Trustee hereunder, (to be determined) is hereby appointed successor trustee. If (to be determined) dies, becomes incapacitated, resigns or otherwise fails or ceases to act as Trustee hereunder, (to be determined) is hereby appointed second successor trustee. If at any time there is no Trustee acting or appointed to act hereunder, then the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have benefit from the Limited Partnership shall appoint (to be determined) as successor Trustee, by written instrument, any individual, bank or trust company (qualified to accept trusts).

B. The term "Trustee" and the pronouns therefor shall mean Trustee or Trustees from time to time qualified and acting and shall be construed as masculine, feminine or neuter, and in the singular or plural, as the sense requires.

C. Any Trustee may resign at any time by written notice to the general partner of the Trust if living, otherwise to each beneficiary then entitled to receive or have the benefit of the limited partnership.

D. Every successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor.

E. No Trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court.

ARTICLE III  
GOVERNING LAW

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The law of Florida shall govern the validity and interpretation of the provisions of this Agreement.

ARTICLE IV  
ACCEPTANCE BY TRUSTEE

Trustee hereby accepts the trust herein created.

IN WITNESS WHEREOF, Trustee signs, seals, publishes, and declares this instrument to be an Addendum to and, for purpose of identification, Trustee has signed her name, in the presence of the persons witnessing it at General Partner request, this 14<sup>th</sup> day of December, 1996.

Marge Ange Goldman (Seal)  
Marge Ange Goldman

The foregoing instrument was signed, sealed, and declared by Marge Ange Goldman, the Trustee as and for Myrtha Vilbon Kroh Family Limited in the presence of us, the undersigned, who, at Trustee's special instance and request, do attest as witnesses, immediately after the said Trustee has signed her name thereto, and in her presence and in the presence of each other, this the 14<sup>th</sup> day of December, 1996.

Robert B. [Signature]

Address: 1699a 5<sup>th</sup> Flagler ST

#500  
Gaines, FL 33131

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF (\*16\*)     )

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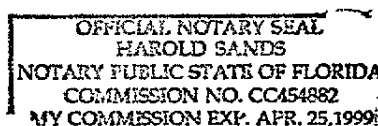
I, Myrtha Vilbon Kroh the General Partner and the witnesses respectively, whose names are signed to the foregoing instrument, having been sworn, declared to the undersigned officer that the General Partner in the presence of witnesses, signed the instrument as Myrtha Vilbon Kroh , and that each of the witnesses, in the presence of the General Partner and in the presence of each other, signed the Agreement as a witness.

Myrtha Vilbon Kroh  
Robert B. Smith  
Witness  
Sabrina Chasseigne  
Witness

Subscribed, sworn to and acknowledged before me by Myrtha Kilbon Kroh, the General Partner and by Marie Goldman and Robert Smith, the witnesses, who are personally known to me or who have produced Florida Driver's License; Resident Alien Card as identification and who did take an oath, on this 14 day of December, 1996.

H. B. Sands  
Notary Public  
State of Florida at Large  
H. B. SANDS  
Typed, printed or stamped name of  
Notary Public

My Commission Expires:



97 DEC -2 AM 10: 26

ASSUMED NAME CERTIFICATE  
MYRTHA VILBON KROH FAMILY, LTD.

1. The assumed name under which such business or professional service is or is to be conducted:

MYRTHA VILBON KROH FAMILY, LTD.

2. Address of partnership's principal place of business: as well as mailing address.

c/o Robert B. Smith, P.A.  
Alfred I. Dupont Building  
169 East Flagler Street - suite 700  
Miami, Florida 33131

3. The address of the registered office and the name and address of the registered agent for service of process is:

Sabrina Chassagne, Esq.  
Robert B. Smith, P.A.  
169 East Flagler Street - Suite 700  
Miami, Florida 33131

4. The partnership name: MYRTHA VILBON KROH FAMILY, LTD.

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5. The full name and address of each partner admitted to date:

<u>GENERAL PARTNER</u>	<u>% OWNERSHIP</u>
------------------------	--------------------

Myrtha Vilbon Kroh	9%
--------------------	----

c/o Robert B. Smith, P.A.

169 E. Flagler Street - Suite 700

Miami, Florida 33131

LIMITED PARTNER

Myrtha Vilbon Kroh	67%
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c/o Robert B. Smith, P.A.

169 E. Flagler Street - Suite 700

Miami, Florida 33131

Nathalie Ambroise	8%
-------------------	----

c/o Robert B. Smith, P.A.

169 E. Flagler Street - Suite 700

Miami, Florida 33131

Karl Fredrick Kroh	8%
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c/o Robert B. Smith, P.A.

169 E. Flagler Street - Suite 700

Miami, Florida 33131

Daniel-Olivier Kroh	8%
---------------------	----

c/o Robert B. Smith, P.A.

169 E. Flagler Street - Suite 700

Miami, Florida 33131

6. The period, not to exceed 10 years, during which the assumed name is to be used;  
and which the latest period in which the partnership to  
be dissolved.  
10 Years

7. The business that is in the county under this assumed name is being (or will be, ) conducted as a Limited Partnership under the laws of the State of Florida.

8. The partnership is authorized by its Certificate of Limited Partnership and its Articles of Limited Partnership to engage in any lawful business permitted by the laws of the State of Florida.

Dated and effective this 14th day of December 1996.

MYRTHA VILBON KROH FAMILY, LTD.

Myrtha Vilbon Kroh  
Myrtha Vilbon Kroh, Limited Partner

Myrtha Vilbon Kroh  
By: Myrtha Vilbon Kroh, General Partner

Nathalie Ambroise  
Nathalie Ambroise, Limited Partner

Daniel Olivier Kroh  
Daniel Olivier Kroh, Limited Partner

Karl - Frederick Kroh  
Karl - Frederick Kroh

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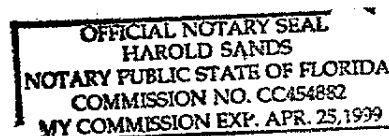
STATE OF FLORIDA )  
COUNTY OF DADE )

BEFORE ME, the undersigned authority, on this day personally appeared Myrtha Vilbon Kroh, known to me to be the person whose name is subscribed to the foregoing instrument and has acknowledged to me that he (she) executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND and seal of office, this 14 day of December, 1996.

Harold Sands  
Notary in and for Dade County, Florida

My Commission Expires: \_\_\_\_\_



GIVEN UNDER MY HAND and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary in and for Dade, County, Florida

My Commission Expires: \_\_\_\_\_

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**CERTIFICATE OF LIMITED PARTNERSHIP**  
**MYRTHA VILBON KROH FAMILY, LTD.**

This Certificate of Limited Partnership evidences the creation of a Limited Partnership under the Revised Limited Partnership Act of the State of Florida pursuant to a written Agreement of all Partners executed of even date herewith (Called "Articles of Limited Partnership"). The creation of the Limited Partnership is subject only to the filing of this Certificate of Limited Partnership with the Florida Secretary of State and the acceptance thereof by the Secretary of State. This Certificate of Limited Partnership is signed by the duly designated General Partner of the Partnership and contains each statement required by §620.101, et.seq. of the Florida Revised Limited Partnership Act.

**ARTICLE 1**  
**NAME OF THE LIMITED PARTNERSHIP**


The name of the Limited Partnership is MYRTHA VILBON KROH FAMILY, LTD.

**ARTICLE 2**  
**REGISTERED OFFICE AND AGENT**

The address of the registered office and the name and address of the registered agent for service of process is:

Agent: Sabrina Chassagne, Esq.	Street: 169 E. Flagler Street Suite 700 Miami, Florida 33131
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The registered agent is an individual who is a resident of Florida and whose business office is the same as the Partnership's registered office.

  
Sabrina Chassagne, Esq. as Registered Agent.

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ARTICLE 3  
PRINCIPAL OFFICE

The address of the principal office in the United States where the records of the Partnership to be maintained is: as well as mailing address.

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Agent: Sabrina Chassagne, Esq.	Street: 169 E. Flagler Street Suite 700 City: Miami, Florida 33131
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The records maintained and to be maintained at this office are those prescribed by §620.105 of the Florida Revised Limited Partnership Act.

ARTICLE 4  
NAME, ADDRESS OF THE GENERAL PARTNER

The name, the mailing address, and the street address of the business or residence of the General Partner is:

Agent: Myrtha Vilbon Kroh	Street: c/o Robert B. Smith, P.A. 169 E. Flagler Street Suite 700 City: Miami, Florida 33131
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ARTICLE 5  
NATURE OF BUSINESS PERMITTED

The Partnership is formed to engage in any lawful business, subject only to the requirements of §620.107 of the Florida Revised Limited Partnership Act. If the Limited Partnership qualifies to transact business other than in the State of Florida, the Partnership may transact any and all lawful business permitted for a Limited Partnership by the laws of that jurisdiction.

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ARTICLE 6  
SUCCESSOR TO GENERAL PARTNER

The Articles of Limited Partnership provide: "If a General Partner, serving alone, ceases to serve for any reason, and if the Limited Partners have not elected a new General Partner within 90 days from the effective date of withdrawal of a General Partner, it is agreed that, without amendment to these Articles, the following persons will serve as the General Partner (called "Successor General Partner").

Agent:	Street:
Nathalie Ambroise - 40%	c/o Robert B. Smith, P.A.
Daniel-Olivier Kroh - 30%	169 East Flagler Street
Karl-Frederick Kroh - 30%	Suite 700
(Including respectfully their	City:
8% ownership as L.P.)	Miami, Florida 33131

The designated Successor General Partner will not have the duties nor the liability of a General Partner until such time as the successors actually assume the position of a General Partner. A General Partner who ceases to be a General Partner will not be personally liable for the debts and obligations of the Partnership incurred following the termination of his or her or its service as a General Partner. The Successor General Partner will have the right and authority to execute an amendment to the Certificate of Limited Partnership in the event the General Partner, who has ceased to serve, is unable - by reason of death, disability, - absence, or refusal, to execute the Certificate as Attorney-in-Fact for the withdrawing General Partner.

ARTICLE 7  
GENERAL PARTNER'S AUTHORITY TO  
EXECUTE ANY AMENDMENT TO THIS CERTIFICATE OF LIMITED PARTNERSHIP

Each Limited Partner, or Subscriber of a Limited Partnership interest, has constituted and appointed the General Partner, with power of substitution, as his, her or its attorney-in-fact and personal representative to sign, execute, certify, acknowledge, file and record the Certificate of Limited Partnership, and to sign, execute, certify, acknowledge and record all appropriate instruments amending the Articles and the Certificate of Limited Partnership on behalf of the Limited Partner. In particular, the General Partner as attorney-in-fact may sign, acknowledge,

certify, file and record on the behalf of each Limited Partner such instruments, agreements, and documents that:

1. reflect the exercise by the General Partner of any of the powers granted to him under these Articles;
2. reflect any amendments made to these Articles;
3. reflect the admission or withdrawal of a General or Limited Partner; and
4. may otherwise be required of the Partnership or a Partner by Florida law, federal law, or the law of any other jurisdiction.

The power of attorney given by each Limited Partner is a durable power and will survive the disability or incapacity of the principal.

ARTICLE 8  
AUTHORITY OF ANOTHER TO EXECUTE  
ANY AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP

The articles of Limited Partnership of MYRTHA VILBON KROH FAMILY, LTD. provide:  
"In the event a General Partner is unwilling or unable to sign a required amendment to the Certificate of Limited Partnership as evidence of the withdrawal, substitution or addition of a Limited Partner, the amended certificate may be signed by:

1. the remaining General Partner or Partners, if more than one General Partner is then serving, and by any successor elected by the Limited Partners or as otherwise designated by the Partnership Agreement; or,
2. if but one General Partner was serving, and who ceases to serve for any reason, by the new General Partner or Partners, as substitute or successor, and at least 67 percent in interest of the Limited Partners.

Each General Partner serving or to serve in the capacity of a General Partner does hereby appoint his, her or its successor, (or if there is more than one General Partner serving at the time a General Partner shall refuse or be unable to act, the remaining General Partner or Partners) as his, her or its attorney in fact, to sign the amended certificate on his, her or its behalf.

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In the event §620.157 or §620.158 of the Florida Revised Limited Partnership Act should require dissolution of the Partnership due to death, disability, resignation, or removal of a General Partner, or other event of withdrawal, the Partnership will nonetheless be reconstituted and will continue as provided by §620.157 of the Florida Revised Limited Partnership Act.

ARTICLE 9  
LIMITATION UPON THE SALE  
OR OTHER TRANSFER OF A PARTNERSHIP INTEREST

The Articles of Limited Partnership prohibit a sale or other transfer of a partnership interest without the consent of at least 67 in interest of the Limited Partners. The following disclosures are and have been made in the Articles of Limited Partnership and the individual subscription contracts of the Limited Partners.

THE UNITS OR PERCENTAGES OF OWNERSHIP OF MYRTHA VILBON KROH FAMILY, LTD. HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. THE UNITS OR PERCENTAGES OF OWNERSHIP ARE OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENT OF THE SECURITIES ACT AND SUCH LAWS, AND PARTICULARLY REGULATION D (enacted by the Securities and Exchange Commission effective April 15, 1982 pertaining to certain offers and sales of Securities without registration under the Securities Act of 1933).

THE PARTNERSHIP WILL NOT BE SUBJECT TO THE REPORTING REQUIREMENTS OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND WILL NOT FILE REPORTS, PROXY STATEMENTS AND OTHER INFORMATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

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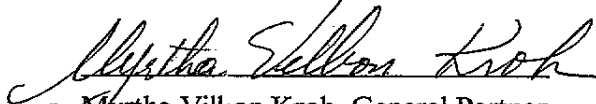
THE LIMITED PARTNERSHIP INTERESTS OF MYRTHA VILBON KROH FAMILY, LTD. HAVE NOT AND WILL NOT BE REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE LIMITED PARTNERSHIP INTEREST OF MYRTHA VILBON KROH FAMILY, LTD. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS. THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION OR QUALIFICATION MUST BE ESTABLISHED BY AN OPINION OF COUNSEL FOR THE OWNER THEREOF, WHICH OPINION AND COUNSEL MUST BE REASONABLY SATISFACTORY TO MYRTHA VILBON KROH FAMILY, LTD.

ARTICLE 10

AUTHORITY TO EXECUTE AND FILE THIS CERTIFICATE

The General Partner acknowledges and states that she is authorized to execute and file this Certificate for and on behalf of the MYRTHA VILBON KROH FAMILY, LTD.

EXECUTED IN DUPLICATE ORIGINAL this 30 day of OCTOBER 1996

  
Myrtha Vilbon Kroh, General Partner

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STATE OF FLORIDA )

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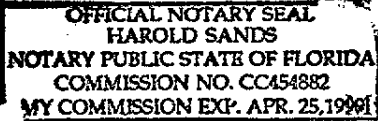
COUNTY OF DADE )

BEFORE ME, the undersigned authority, on this day personally appeared Myrtha Vilbon Kroh, known to me to be the person whose name is subscribed to the foregoing instrument and has acknowledged to me that he (she) executed the same for the purposes and considerations therein expressed and as the authorized representative of MYRTHA VILBON KROH FAMILY, LTD.

GIVEN UNDER MY HAND and seal of office, this 14 day of <sup>December, 198</sup>~~August~~, 1996.

H. B. Sands

Notary in and for Dade County, Florida



Commission Expires: \_\_\_\_\_

**ARTICLES OF LIMITED PARTNERSHIP  
MYRTHA VIBON KROH FAMILY, LTD.**

**ARTICLE 1  
FORMATION AS A FLORIDA LIMITED PARTNERSHIP**

This Limited Partnership is created under the Florida Revised Limited Partnership Act, Article 6132a-1, Vernon's Florida Revised Civil Statutes. This Limited Partnership will become effective upon filing and acceptance of the Certificate of Limited Partnership by the Florida Secretary of State.

**ARTICLE 2  
PARTNERSHIP NAME**

The name of the Partnership will be MYRTHA VIBON KROH FAMILY, LTD.

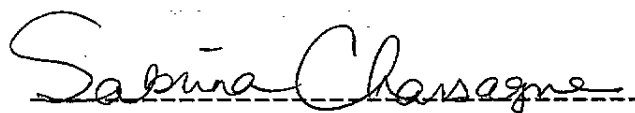
**ARTICLE 3  
REGISTERED AGENT AND ADDRESS**

The registered agent for the Limited Partnership, its registered street address (at which its agent will be located for the service of process), and the street address of the Partnership's principal office in the United States is:

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Agent: Sabrina Chassagne, Esq.	Street: 169 E. Flagler Street Suite 700 City: Miami, Florida 33131
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The registered agent is an individual who is a resident of Florida and whose business office is the same as the Partnerships registered office.



Sabrina Chassagne, Esq as Registered Agent

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ARTICLE 4  
NATURE OF BUSINESS PERMITTED

The Partnership is authorized to engage in and transact any and all lawful business permitted by the laws of the State of Florida. If the Limited Partnership qualifies to transact business other than in Florida the Limited Partnership may transact any and all lawful business permitted for a Limited Partnership by the laws of that jurisdiction.

ARTICLE 5  
PRINCIPAL OFFICE

The address of the principal office in the United States where the records of the Partnership are to be maintained is: as well as mailing address.

Agent: Sabrina Chassagne, Esq.	Street: 169 E. Flagler Street Suite 700 City: Miami, Florida 33131
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The records maintained and to be maintained, at this office are those prescribed by §620.105 of the Florida Revised Limited Partnership Act.

ARTICLE 6  
THE GENERAL PARTNER

The name, the mailing address, and the street address of the business or residence of the General Partner is:

General Partner: Myrtha Vilbon Kroh	Street: 169 E. Flagler Street Suite 700 City: Miami, Florida 33131
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Reference to "General Partner," used in the singular, will also include the plural as to any time there is more than one General Partner.

If a General Partner, serving alone, ceases to serve for any reason, and if the Limited Partners have not elected a new General Partner within 90 days from the effective date of withdrawal of a General Partner, it is agreed that, without amendment to these Articles, the following persons will serve as "Successor General Partner".

Successor General Partner:	Street:
Nathalie Ambroise - 40%	c/o Robert B. Smith, P.A.
Daniel-Olivier Kroh - 30%	169 E. Flagler Street
Karl-Frederick Kroh - 30%	Suite 700
	City:
	Miami, Florida 33131

The designated Successor General Partner will not have the duties nor the liability of a General Partner until such time as the successor actually assumes the position of a General Partner. A General Partner who ceases to be a General Partner will not be personally liable for the debts and obligations of the Partnership incurred following the termination of his or her or its service as a General Partner. The Successor General Partner will have the right and authority to execute an amendment to the Certificate of Limited Partnership in the event the General Partner, who has ceased to serve, is unable - by reason of death, disability, or absence, or refusal - to execute the Certificate as Attorney-in-Fact for the withdrawing General Partner.

#### ARTICLE 7

#### INITIAL PARTNERS AND CONTRIBUTIONS OF CAPITAL

The initial Partners and their percentages of ownership will be identified in a schedule of Partners and their ownership percentages attached hereto as EXHIBIT "A". The General Partner is to maintain a correct record of all Partners and their ownership percentages together with amended and revised schedules of ownership, and changes of ownership percentages by reason of disproportionate contributions of capital and adjustments to the capital accounts and percentages of ownership of the Partners.

The Partners, both General and Limited, may make additional contributions of capital to the

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Partnership. Since an additional contribution of capital, if unequal, will affect the percentages of ownership and distribution of the Partners, additional capital contributions will be subject to the following requirements. Contributions of additional capital by a Limited Partner will be subject to the consent - and acceptance of the General Partner. Additional contributions by a General Partner will be subject to the consent and approval of the Limited Partners, and will require a vote of at least 67% percent in interest of the Limited Partners. The required consent and approval need not be in writing, and any additional contribution of capital will be presumed to have been made with the required consent unless there is clear and convincing evidence to the contrary.

The General Partner, (or in the alternate, the Limited Partners by vote of least 67% percent in interest of the Limited Partners) will have the authority to adjust or reallocate the percentages of ownership based upon the balance of each Partner's capital account in relationship to the total of all of the capital accounts of all Partners. The reallocation of ownership percentages is to be determined by dividing the balance of each Partner's capital account by the total capital accounts of all Partners.

#### ARTICLE 8

#### THE LIMITED PARTNERS, VOTING, LIMITED LIABILITY

A Limited Partner's percentage of interest will determine a Limited Partner's vote as to matters on which a Limited Partner is entitled to vote or which require a Limited Partner's consent. For the purpose of voting, there will be a total of 91 Limited Partner votes (which is 100 percent of the total participating Limited Partner interests as measured by each Limited Partner's percentage of interest in the Partnership) and each one percent interest will equal one vote.

For example, the percentage of ownership of all Limited Partners is 99 percent of the total, with the General Partner having one percent interest which is non-voting as to matters that require the consent or affirmative action of the Limited Partners alone. A Limited Partner with a 35 percent interest in the Partnership will have a 35.35 percent vote on matters which requires the consent or affirmative action of the Limited Partners alone.  $[35/(100-1)]$  The term "majority in interest" will mean that 67 votes out of 100 will determine a given matter. The term "percent in interest of the Limited Partners" will mean at least 67 votes of their total 100 votes will determine a given matter.

Except as otherwise provided by the Florida Revised Limited Partnership Act, a Limited Partner will not be liable for Partnership obligations. A Limited Partner (except a Limited Partner who is

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also a General Partner) will not be permitted to participate in the management and control of the business of the Partnership. A Limited Partner may act individually or in a capacity permitted by the safe-harbor provisions of the Florida Revised Limited Partnership Act.

#### ARTICLE 9 TAXABLE AS A PARTNERSHIP

The Limited Partnership will constitute a Partnership for federal income tax purposes, and the General Partner will report all items of income, gain, loss, deduction and credit as a Partnership. The General Partner will have the authority to determine the taxable year of the Partnership and the form in which its accounts are to be kept. The General Partner is responsible for the preparation of all necessary tax reports and any other information required by the Internal Revenue Service and a report to each Partner of his, her or its distributive share of income, gain, loss, deduction and credit for income tax purposes.

#### ARTICLE 10 CAPITAL ACCOUNTS OF THE PARTNERS

A capital account will be established for each Partner and maintained in such a manner to correspond with the capital of the Partners as reported for federal income tax purposes. Each Partner's capital account shall be credited with the value of a Partner's contribution of cash or other property to the Partnership, and shall be credited or charged annually with the Partner's distributive share of income, gain, loss, deduction and credit for federal income tax purposes. Distributions of cash or other property to Partners shall be charged against their respective capital accounts as a withdrawal of capital. The federal income tax basis of a Partner's interest in the Partnership, of property contributed to the Partnership by a Partner, and all other matters pertaining to the distributive share and taxation of items of income, gain, loss, deduction and credit will be as otherwise prescribed by Subchapter K of the Internal Revenue Code. The capital accounts will not bear interest.

#### ARTICLE 11 DETERMINATION OF INCOME, GAIN, LOSS, DEDUCTION AND CREDIT, INCLUDING LIQUIDATING DISTRIBUTIONS

A Partner's percentage interest will determine:

1. the Partner's ownership interest in the Partnership as an entity;

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2. a Partner's interest in the distribution of available cash;
3. a Partner's allocable share of the items of income, gain, loss, deduction and credit;
4. a Partner's distributive share of cash and other property upon dissolution of the Partnership.

All income realized by the Partnership from the service of a General Partner as service income, and not as a return on invested capital, is to be allocated to the General Partner whose service generates the service income, and not as a return on invested capital. Compliance with IRC §707(c), IRC §707(e) and Treas. Reg. §1.707-1(c) is required. This will result in ordinary service income to the General Partner. Note: IRC §704(e)(1) provides that "A person shall be recognized as a Partner for purposes of this subtitle if he owns a capital interest in a Partnership in which capital is a material income producing factor, whether or not such interest was derived by purchase or gift from any other person." IRC §704(e)(2) limits distributions of income to a family member who acquires his or her interest by gift or purchase from another family member except and to the extent the income is derived from capital and not from personal services rendered by the family member who makes the gift or sale.

#### ARTICLE 12 LOANS FROM A PARTNER

If any Partner shall advance funds or make any other payment to or on behalf of the Partnership, other than a permitted capital contribution, to cover operating cost or capital expenses, such advance or payment will be deemed to be a loan to the Partnership that will bear interest at market rates from the date the advance was made until paid. The term "market rates" will mean the rate of interest prescribed as its "prime rate" by Citibank Bank of New York, New York on the first day of each calendar year in which a loan is made and continues thereafter as unpaid, the prescribed amount to be compounded annually on January 1 of each year.

#### ARTICLE 13 CALL FOR ADDITIONAL CAPITAL CONTRIBUTIONS

The General Partner will have the authority to ask (but not require) the Partners to contribute additional capital when:

1. additional capital is reasonably needed to pay existing or anticipated expenses of operation and administration; debt service for any amounts borrowed by the Partnership; insurance and tax payments; cost of acquiring, maintaining and selling property of the Partnership; and

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2. the calls for capital are not discriminatory, that is, when all Partners are permitted to contribute capital to the extent of each Partner's percentage interest in the Partnership. A Partner will not be obligated to contribute additional capital. The General Partner will have the authority to reallocate the percentages of ownership of all Partners, increasing the percentage interest of those who have made contributions and decreasing the percentage interest of those who did not make a full contribution within 60 days from the date a call is made. The reallocation of ownership percentages is to be determined by dividing the balance of each Partner's capital account by the total of all of the capital accounts of all Partners.

ARTICLE 14  
RETENTION OF DISTRIBUTABLE INCOME  
AS CAPITAL RESERVES

From distributions of available cash, the General Partner may retain amounts needed, in the General Partner's judgment, to provide reserves and working capital for anticipated investments and operating expenses.

ARTICLE 15  
TERM OF THE LIMITED PARTNERSHIP

The initial term of this Partnership is for a period of years that begins as of the date of this instrument and which ends on December 31 of the year following the expiration of ten (10) years from the date hereof, hereinafter called "initial term." The Partnership will then continue from calendar year to calendar year thereafter until and unless terminated as herein prescribed, hereinafter called "secondary term." The Partnership may be terminated and dissolved at any time during the initial term or a secondary term by vote of at least Seventy (67%) in interest of the Limited Partners to terminate and dissolve. The consent to dissolution shall not be required of the General Partner as to his or her or its interest as a General Partner. The Partnership also will terminate at any time it does not have at least one Limited Partner.

For so long as the Partnership shall exist, each Partner waives the right to compel a dissolution of the Partnership or to compel a partition of the property of the Partnership. No Partner will have an ownership interest in the property of the Limited Partnership. The Partnership, as an entity for federal income tax and State law purposes, will not terminate by reason of:

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1. the death or disability of a Limited Partner;
2. the addition of a General Partner or the death, disability, removal, resignation or other act of withdrawal of a General Partner, unless at the conclusion of 90 days from the act of withdrawal, the Partnership does not, in fact, have at least one General Partner;
3. the bankruptcy or insolvency of a Limited Partner;
4. the withdrawal of a Limited Partner, unless there are no remaining Limited Partners;
5. any other act or omission to act, not having the approval or consent of all Partners, which is or may be construed to be a termination of the Partnership as an entity under Florida law.

To the greatest extent permitted by Florida law, any act or omission to act that is construed to be a termination or dissolution shall nonetheless be construed as an intended reconstitution and continuation of the Partnership, without the requirement of liquidation and winding-up.

ARTICLE 16  
DISTRIBUTIONS UPON TERMINATION  
AND DISSOLUTION OF THE PARTNERSHIP

Upon termination and dissolution of the Partnership, the General Partner (or General Partners, if more than one) will proceed to wind up the affairs of the Partnership. The liabilities and obligations to creditors and all expenses incurred in its liquidation and dissolution will be paid and will have first priority in winding up. The General Partner may retain from available cash and other assets of the Partnership sufficient reserves for anticipated and contingent liabilities. Undistributed cash, and other property valued at its fair market value on the date of distribution, will be distributed to the Partners in the following order:

- (a) Distributions will first be made to repay any loans to the Partnership by a Partner, including the amount of any deferred payment obligation to a Partner or a Partner's personal representative as the result of a buy-out by the Partnership of a Partner's interest.

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- (b) Distributions will then be made to the Partners, both General and Limited, in an amount equal to the credit balances in their capital accounts so that the capital account of each Partner shall be brought to zero. For the purpose of determining distributions in liquidation, a negative capital account balance will be considered a loan from the Partnership to the Partner.
- (c) The balance, if any, will be made to the Partners in any amount equal to each Partner's percentage interest in the Partnership.

A General Partner, in making or in preparing to make a partial or final distribution, may prepare an accounting and may require, as a condition to payment:

a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct;

a discharge of the General Partner;

a release from any loss, liability, claim or question concerning the exercise of due care, and prudence of the General Partner in the management, investment, retention and distribution of property during the General Partner's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and

an indemnity of the General Partner, to include the payment of attorney's fees, from expense of administration. Failure to require the audit prior to acceptance of the General Partner's report, or the acceptance of payment, will operate as a final release and discharge of the General Partner except as to any error or omission having basis in fraud or bad faith.

A General Partner, in making or preparing to make a partial or final distribution will have the authority to:

- (1) partition any asset or class of assets and deliver divided and segregated interest to Partners;
- (2) sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the Partners a divided interest in the proceeds of sale and/or divided or undivided interests in any note and security arrangement taken as part of the purchase price; and/or

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- (3) deliver undivided interests in an asset or class of assets to the Partners subject to any indebtedness secured by the property.

The Partnership may continue beyond its scheduled termination date for a time reasonably necessary to conclude the administration of the Partnership, pay expenses of termination, and distribute the Partnership property to those entitled to it.

#### ARTICLE 17 MANAGEMENT, SERVICE OF A GENERAL PARTNER

A. Election or Replacement of a General Partner: The Limited Partners will have the right to remove an existing General Partner and elect another to serve in his or her or its place, or to add another as a General Partner. At no time will more than three General Partners be permitted.

1. Voting Requirement: The required vote to elect or replace a General Partner is at least 67% percent in interest of the Limited Partners.
2. Redemption of a General Partner's Interest As A General Partner: The Partnership will be obligated to redeem the interest of a General Partner who ceases to serve for any reason.

The redemption amount will be the greater of:

- a. the stated value thereof if, by vote of at least 67% percent of all Partners, the Partners by agreement established a stated value for the General Partner's interest (which cannot be less than the positive capital account balance of the General Partner's ownership interest);
- b. the General Partner's capital account, less the value attributable thereto of Partnership debt of which the General Partner, as a General Partner, is relieved (not applicable if the value of the General Partner's interest is stated by agreement), or
- c. the fair market value of the General Partner's interest (not applicable if the value of the General Partner's interest is stated by agreement).

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The redemption amount, which may be paid in cash or in other property of the Partnership of equivalent value, must be paid to the General Partner within 180 days from the date he, she, or it ceases to serve or within 90 days from the date his, her or its successor files an amendment to the Certificate of Limited Partnership in the form and manner required by law. Unless the Partnership and the transferee agree otherwise the fair market value of a General Partner's interest is to be determined by the written appraisal of a person or firm qualified to value this type of business. The appraiser selected by the Partnership must be a member of the American Society of Appraisers and qualified to perform business appraisals. The Partnership and transferee may waive an appraisal, and agree to matters of value and payment that deviate from these requirements.

3. Amendment to the Certificate of Limited Partnership. In the event a General Partner is unwilling or unable to sign a required amendment to the Certificate of Limited Partnership as evidence of the withdrawal, substitution or addition of a General Partner, the amended certificate may be signed by:
  - a. the remaining General Partner or Partners, if more than one General Partner is serving, and any successor elected by the Limited Partners or as otherwise designated by the Partnership Agreement; or
  - b. if but one General Partner was serving, and who ceases to serve for any reason, by the new General Partner or Partners, as substitute or successor, and at least 67% in interest of the Limited Partners.

Each General Partner serving or to serve in the capacity of a General Partner does hereby appoint his, her or its successor, (or if there is more than one General Partner serving at the time a General Partner shall refuse or be unable to act, the remaining General Partner or Partners) as his, her or its attorney-in-fact, to sign the amended certificate on his, her or its behalf.

In the event §620.155 or §620.157 of the Florida Revised Limited Partnership Act should require dissolution of the Partnership due to the death, disability, resignation, removal of a General Partner, or other event of withdrawal, the Partnership will nonetheless be reconstituted and will continue as provided by §620.157 of the Florida Revised Limited Partnership Act without further act of the Partners.

B. Authority of General Partner Acting Alone, Other Matters Pertaining to the General Partner. The General Partner or Partners will have the responsibility for the day to day management of the business of the Partnership. The General Partner's authority and capacity will be the same as that of the chief executive officer of a Corporation. In addition to the authority given to the General Partner by this agreement and by law the General Partner will have the specific authority to do the following:

1. Transfers By A General Partner. Except as Limited by these Articles of Partnership, the General Partner or Partners will have the authority at any time and from time to time to sell, exchange, lease and/or transfer legal and equitable title to the Partnership property upon such terms and conditions, and for such considerations, and the General Partner or Partners consider reasonable. The execution of any document or conveyance or lease by the General Partner will be sufficient to transfer complete legal and equitable title to the interest conveyed without the joinder, ratification, or consent of the Partners. No Purchaser, tenant, transferee or obligor will have any obligation whatever to see to the application of payments made to the General Partner.
2. Retention of Property Contributed to the Partnership. A General Partner will have the authority to retain, without liability, any and all property in the form it is received by a General Partner without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. A General Partner will not have liability nor responsibility for loss of income from or depreciation in the value of the property that was retained in the form in which the General Partner received it.
3. Employment of Consultants and Other Professional Help. A General Partner will have the authority to employ such consultants and professional help as the General Partner considers necessary to assist in the prudent management, acquisition, leasing and transfer of the Partnership property and to obtain such policies of insurance as the General Partner considers reasonably necessary to protect the Partnership property from loss or liability.

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4. Legal Title to Partnership Assets. A General Partner will be permitted to register or take title to Partnership assets in the name of the Partnership or as trustee, with or without disclosing the identity of his or her principal, or to permit the registration of securities in "street name" under a custodial arrangement with an established securities brokerage firm, trust department or other custodian.
5. Limitation on A General Partner's Liability. Insofar as Florida law will permit, a General Partner who succeeds another will be responsible only for the property and records delivered by or otherwise acquired from the preceding General Partner, and may accept as correct the accounting of the preceding General Partner without duty to audit the accounting or to inquire further into the administration of the predecessor and without liability for a predecessor's errors and omissions.
6. Affidavit of Authority. Any person dealing with the Partnership may rely upon the signed and certified affidavit of a General Partner, which states:

"On my oath, and under the penalties of perjury, I swear that I am the duly elected and authorized General Partner of the Myrtha Vilbon Kroh Family, Ltd., I certify that I have not been removed as General Partner and have the authority to act for, and bind, Myrtha Vilbon Kroh, Ltd. in the transaction of the business which this affidavit is given as affirmation of my authority"
7. Compensation. A General Partner will be entitled to a reasonable annual compensation for services rendered to the Partnership, this compensation to be measured by the time required in the administration of the Partnership, the value of property under his or her administration, and the responsibility assumed in discharge of the duties of office.

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The General Partner also will be entitled to a reimbursement for all reasonable and necessary business expenses incurred in the administration of the Partnership. The Limited Partners may, by affirmative action, vote to establish, increase or reduce a General Partner's compensation based upon the General Partner's performance and dedication of time to the business of the Partnership.

8. Bond. No one serving as General Partner will be required to furnish a fiduciary bond or other security as a prerequisite to his, her, or its service.

C. When the General Partner Cannot Act Alone. The General Partner will not have the authority to enter into any of the following transactions without the required affirmative consent of at least Seventy (70%) percent in interest of the Limited Partners:

1. Indebtedness. The General Partner may not incur Partnership indebtedness in excess of a loan ratio of 50 percent (cumulative of all Partnership liabilities and the cumulative value of the Partnership assets measured at book value) without the consent of at least Seventy (70%) percent in interest of the Limited Partners.
2. Liquidating Sale of Partnership assets. A General Partner may not, prior to the actual termination of the Partnership, sell substantially all of the Partnership's investment assets in liquidation or cessation of business without having the affirmative consent of at least Seventy (70%) percent in interest of all Partners.
3. Compromise of Disputes and Claims. The General Partner may not compromise any claim or dispute having an amount or value in issue of 50 percent of the total value of the Partnership assets or more without the affirmative consent of at least Seventy (70%) percent in interest of all Partners.

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ARTICLE 18  
WHAT A LIMITED PARTNER CANNOT DO

No Partner, other than a General Partner, may participate in management and operation of the Partnership's business and its investment activities, or bind the Partnership to any obligation or liability whatsoever. A General Partner who is also a Limited Partner will act for the Partnership in his, her, or its capacity as General Partner alone.

ARTICLE 19  
RESTRICTIONS UPON OWNERSHIP AND TRANSFER OF OWNERSHIP

The ownership and transferability of interest in the Partnership, both General and Limited, are substantially restricted. Neither title nor beneficial ownership of a Limited Partnership interest may be transferred or encumbered without the consent of at least Seventy (70%) percent in interest of the Limited Partners. Nor may the interest of a General Partner be transferred or encumbered without the affirmative consent of at least Seventy (70%) percent in interest of the Limited Partners.

This Limited Partnership is formed by a closely-held group who know and trust one another, and who will have surrendered certain management rights (in exchange for Limited liability in the case of a Limited Partner) or assumed sole management responsibility and risk (in the case of a General Partner) based upon their relationship and trust. Capital is also material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized transfer of a Partner's interest could create a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as a penalty, but as a method to protect and preserve existing relationships based upon trust and the Partnership's capital and its financial ability to continue.

The ownership and transfer of a Limited Partnership interest is further subject to the following disclosure and condition:

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The limited partnership interest have not, nor will be registered or qualified under federal or state securities laws. The limited partnership interest may not be offered for sale, sold, pledged or otherwise transferred unless so registered or qualified, or unless an exemption from registration or qualification exists. The availability of any exemption from registration or qualification must be established by an opinion of counsel for the owner thereof, and counsel must be satisfactory to this partnership.

Notwithstanding the foregoing restrictions upon transfer and ownership, the following transfers are permitted:

**Death of a Partner** - The personal representative of a deceased Limited Partner's estate, or his or her contract beneficiary, may exercise all of the decedent's rights and powers as a Limited Partner, and the decedent's ownership interest in the Partnership will continue and pass to those entitled thereto upon the Limited Partner's death. It is specifically provided that a Limited Partner may prepare a written and acknowledged document in which he or she designates one or more beneficiaries of that person's ownership interest, and his or her written designation will be binding upon the Partnership if delivered to the General Partner before or within at least 60 days after the death of the Limited Partner.

**Incapacity of a Limited Partner** - The personal representative of an incapacitated Limited Partner, acting under a durable power of attorney or Letters of Guardianship, may exercise all of a Limited Partner's rights and powers and will be entitled to receive distributions of cash or other property from the Partnership. The General Partner will have no duty to inquire as to the application or use of funds delivered to a personal representative.

**Estate Planning Transfers** - A Limited Partner also will have the right to make estate planning transfers of all or any part of his or her ownership interest in the Partnership. The term "estate planning transfer" will mean any transfer made during the life of a Limited Partner without value, or for less than full consideration, by way of a Limited Partner without value, or for less than full consideration, by way of a marital partition agreement and/or a transfer of all or any part of an ownership interest to a trust whose beneficiary or beneficiaries are the Limited Partner, and/or the spouse of a Limited Partner, and/or the descendants of a Limited Partner, and/or one or more beneficiaries qualified to receive charitable gifts under IRC §170(c). This agreement will bind the transferee of any estate planning transfer to the exact terms and conditions of this agreement.

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If a Limited Partner makes an estate planning transfer of a part of his or her capital account, - and then only if the Partner's capital account has a positive balance that is more than the pecuniary amount transferred, but not of an ownership interest in the Limited in the Partnership, - the donee will have the right to withdraw all or any part of the pecuniary amount within 30 days from the date the transfer has been made or within 30 days following the donee's actual notice that the transfer has been made. Any amount not withdrawn within the 30 day period will be held by the Partnership for the account of the donee and will be subject to the provisions of these Articles as to distributions of capital accounts.

The Partnership will not be required to recognize the interest of any transferee who has obtained a purported interest as the result of a transfer of ownership that is not an authorized transfer. If the ownership of a Partnership interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the income realized from a Partnership interest, the Partnership may accumulate the income until the issue is finally determined and resolved. Accumulated income will be credited to the capital account of the Partner whose interest is in question.

If any person or agency should acquire the interest of a Limited Partner as the result of an order of a court of competent jurisdiction that the Partnership is required to recognize, or if a Limited Partner makes an unauthorized transfer of a Partnership interest that the Partnership is required to recognize, the interest of the transferee may then be acquired by the Limited Partnership upon the following terms and conditions:

- (A) The Partnership will have the option to acquire the interest by giving written notice to the transferee of its intent to purchase within 90 days from the date it is finally determined that the Partnership is required to recognize the transfer.
- (B) The Partnership will have 180 days from the first day of the month following the month in which it delivers notice exercising its option to purchase the interest. The valuation date for the Partnership interest will be the first day of the month following the month in which notice is delivered.

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- (C) Unless the Limited Partnership and the transferee agree otherwise, the fair market value of a Limited Partner's interest is to be determined by the written appraisal of a person or firm qualified to value this type of business. The appraiser selected by the Partnership must be a member of the American Society of Appraisers and qualified to perform business appraisals.
- (D) Closing the sale will occur at the business office of the Partnership at 10 o'clock A.M. on the first Tuesday of the month following the month in which the valuation report is accepted by the transferee (called the "closing date"). The transferee must accept or reject the valuation report within 30 days from the date it is delivered. If not rejected in writing within the required period, the report will be accepted as written. If rejected, closing of the sale will be postponed until the first Tuesday of the month in which the valuation of the Partnership interest is resolved. The transferee will be considered a non-voting owner of the Partnership interest, and entitled to all items of income, deduction, gain or loss from the Limited Partnership interest, plus any additions or subtraction therefrom, until closing.
- (E) In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to pay its purchase money obligation in 15 equal annual installments (or the remaining term of the Partnership if less than 15 years) with interest thereon at market rates, adjusted annually as the first day of each calendar year at the option of the General Partner then serving. The term "market rates" will mean the rate of interest prescribed as its "prime rate" by Citibank, New York, New York as of the first day of a calendar year. If IRS §483 and §1274A apply to this transaction, the rate of interest of the purchase money obligation will be fixed at the rate of interest due thereon, will be due and payable on the first day of the calendar year following closing, and subsequent annual installments, with interest due thereon, will be due and payable, in order, on the first day of each calendar year that follows until the entire amount of the obligation, principal and interest, is fully paid. The Partnership will have the right to repay all or any part of the purchase money obligation at any time without premium or penalty.

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- (F) The General Partner or General Partners may assign the Partnership's option to purchase over to one or more of the remaining Limited Partners (with consent of Seventy (70%) percent of the remaining Limited Partners, excluding the interest of the Limited Partner or transferee whose interest is to be acquired), and when done, any rights or obligations imposed upon the Partnership will instead become, by substitution, the rights and obligations of the Limited Partners who are assignees.
- (G) Neither the transferee of an unauthorized transfer or the Limited Partner causing the transfer will have the right to vote during the prescribed option period or, if the option to purchase is timely exercised, until the sale is actually closed.

ARTICLE 20  
ADDITION OF A LIMITED PARTNER,  
REALLOCATION OF PERCENTAGES OF OWNERSHIP  
DUE TO ADDITIONS AND CONTRACTIONS

A new Limited Partner may be admitted with the permission of at least Seventy (70%) percent in interest of the Limited Partners. Upon admission, the percentages of ownership of the Partners are to be reallocated by dividing the balance of each Partner's capital account by the total of all of the capital accounts of all Partners.

Likewise, upon acquisition or redemption of a Partner's interest by the Partnership, the percentages of ownership of the Partners are to be reallocated by dividing the balance of each Partner's capital account by the total of all of the capital accounts of all Partners.

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ARTICLE 21  
COUNTERPARTS, POWER OF ATTORNEY

The execution and acceptance of these Articles of Limited Partnership and Certificate of Limited Partnership may be evidenced by a separate certificate signed by a Limited Partner acknowledging that a true and correct copy of this agreement has been received, reviewed in its entirety, and accepted. Each Limited Partner, in accepting these Articles, makes, constitutes and appoints the General Partner, with full power of substitution, as his, her or its attorney-in-fact and personal representative to sign, execute, certify, acknowledge, file and record the Certificate of Limited Partnership, and to sign, execute, certify, acknowledge, file and record all appropriate instruments amending these Articles and the Certificate of Limited Partnership on behalf of the Limited Partner. In particular, the General Partner as attorney-in-fact may sign, acknowledge, certify, and file and record on the behalf of each Limited Partner such instruments, agreements, and documents that:

1. reflect the exercise by the General Partner of any of the powers granted to him under these Articles;
2. reflect any amendments made to these Articles;
3. reflect the admission or withdrawal of a General or Limited Partner; and
4. may otherwise be required of the Partnership or a Partner by Florida law, federal law, or the law of any other applicable jurisdiction.

The power of attorney herein given by each Limited Partner is a durable power and will survive the disability or incapacity of the principal.

ARTICLE 22  
NOTICE

Any notice required or permitted in these Articles will be effective if written and hand delivered to the intended recipient or if placed in the United States Mail marked "Certified Mail, return Receipt Requested" with postage prepaid. Notice will be deemed as delivered to the intended recipient if addressed to the intended recipient at his or her last known mailing address, and the receipt is returned as having been delivered or is marked "Refused", "Addressee Unknown", "Unable to Forward", or other similar designation or notation. In this regard, it will be the affirmative duty of each Partner to provide the General Partner at all times with a current address for the delivery of notice and to notify the General Partner of any change of address. If this agreement does not specifically prescribe a time for performance or notice, the required

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time will be 30 days. Notice of the exercise of any option or right, notice of default or noncompliance, and any other notice required by this agreement or by law must be in writing.

ARTICLE 23  
CONCLUSION

This document is a contract that will be binding upon, and inure to the benefit of, each of the contracting parties, their heirs, personal representatives, successors, and assigns. The use of pronouns, masculine or feminine, will be construed in context and may include an individual, no matter his or her gender, or an entity (corporation, trust, Limited Partnership, General Partnership).

The venue of any action brought to construe this contract, for specific performance of any contractual obligation or other cause directly related to this contract, will be Miami-Dade County, Florida. The date of this Agreement for purposes of identification is the 14 day of ~~August~~ December 1996.

Acceptance and Approval

  
Myrtha Vilbon Kroh

STATE OF FLORIDA )  
                                  }  
COUNTY OF DADE }

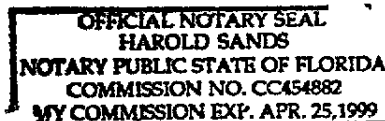
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BEFORE ME, the undersigned authority, on this day personally appeared Myrtha Vilbon Kroh, known to me to be the person whose name is subscribed to the foregoing instrument and has acknowledged to me that he (she) executed the same for the purposes and considerations therein expressed and as the authorized representative of \_\_\_\_\_, LTD.

GIVEN UNDER MY HAND and seal of office, this 14 day of ~~August~~ December, 1996.

\_\_\_\_\_  
Notary Public in and for Dade, Florida

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**LIST OF PARTNERS OF MYRTHA VILBON KROH FAMILY, LTD.**

**GENERAL PARTNER**                      **% OWNERSHIP**

Myrtha Vilbon Kroh  
c/o Robert B. Smith, P.A.  
169 E. Flagler Street - Suite 700  
Miami, Florida 33131

9%

**LIMITED PARTNER**

Myrtha Vilbon Kroh  
as General Partner:  
c/o Robert B. Smith, P.A.  
169 E. Flagler Street  
Suite 700  
Miami, Florida 33131

67%

Nathalie Ambroise  
as Limited Partner:  
c/o Robert B. Smith, P.A.  
169 E. Flagler Street  
Suite 700  
Miami, Florida

8%

Karl - Frederick Kroh  
as Limited Partner:  
c/o Robert B. Smith, P.A.  
169 E. Flagler Street  
Suite 700  
Miami, Florida 33131

8%

Daniel - Olivier Kroh  
c/o Robert B. Smith, P.A.  
169 E. Flagler Street - Suite 700  
Miami, Florida 33131

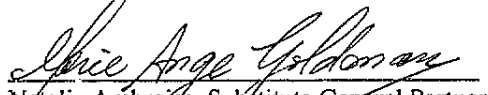
8%

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**TOTAL PERCENTAGE OF OWNERSHIP INTEREST 100%  
CONDITIONAL ACCEPTANCE  
BY SUBSTITUTE GENERAL PARTNER**

I am named in the Articles of Limited Partnership and Certificate of Limited Partnership for Natalie Ambroise, LTD. as successor to the General Partner identified therein. The Agreement states the prerequisites and conditions of my service. Subject to the occurrence of an event that will invoke my service, and subject to the terms, conditions, and limitations of liability expressly provided in the Articles of Limited Partnership, I acknowledge my appointment as successor General Partner and my willingness to serve.

Dated and effective this 14th day of December, 1996.

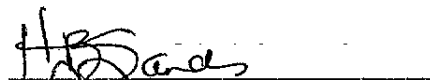
  
Natalie Ambroise, Substitute General Partner

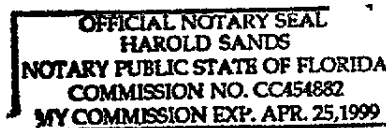
STATE OF FLORIDA     )  
                                  )  
COUNTY OF DADE     )

BEFORE ME, the undersigned authority, on this day personally appeared Nathalie Ambroise, known to me to be the person whose name is subscribed to the foregoing instrument and has acknowledged to me that he (she) executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND and seal of office, this 14 day of \_\_\_\_\_

December, 1996.

  
Notary in and for Dade County, Florida



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**SUBSCRIPTION AND ACCEPTANCE  
LIMITED PARTNER**

I, individually or as the authorized representative of a Subscriber Limited Partner, subscribed to an interest in MYRTHA VILBON KROH FAMILY, LTD, a Limited Partnership formed or to be formed under the laws of the State of Florida by written Articles of Partnership, to which this acceptance is to be appended along with a Certificate of Limited Partnership, which is to be filed or registered in the form and manner required by the laws of the State of Florida .

- (1) I acknowledge that I have received and reviewed the Articles of Limited Partnership and Certificate of Limited Partnership for MYRTHA VILBON KROH FAMILY, LTD. with the opportunity and encouragement to seek the advice and consultation of independent legal and tax counsel.
- (2) I acknowledge and confirm my subscription to the following percentage of ownership as a Limited Partner:

PERCENTAGE OF OWNERSHIP TO BE ACQUIRED OF THE TOTAL PERCENTAGE OF OWNERSHIP INITIALLY OFFERED: A 1 percent interest, as a Limited Partner, or, upon initial funding, that percentage interest equal to the total value of capital contributions made to the Partnership.
--

I agree to contribute to the capital of the Partnership in cash, or in property value that I may be permitted to contribute, an amount equal to my subscribed percentage of ownership in the Partnership as a Limited Partner

- (3) I acknowledge that the following disclosures have been made prior to my execution of this subscription agreement:

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The units or percentages of ownership of MYRTHA VILBON KROH FAMILY, LTD have not been registered under the securities act of 1933, as amended (the securities act), or the securities laws of any state. The units or percentages of ownership are offered and sold in reliance on exemptions from the registration requirement of the securities act and such laws, and particularly regulation D (enacted by Securities and Exchange Commission effective April 15, 1982 pertaining to certain offers and sales of securities without registration under the Securities Act of 1933.)

The partnership will not be subject to the reporting requirements of the securities exchange act of 1934, as amended, and will not file reports, proxy statements or other information with the securities and exchange commission.

- (4) I acknowledge that this subscription and my ownership interest in the Limited Partnership will be subject to restrictions against transfer stated therein and to the following restriction:

The limited partnership interest of MYRTHA VILBON KROH FAMILY, LTD has not nor will be registered or qualified under federal or state securities laws. The limited partnership interest of MYRTHA VILBON KROH FAMILY, LTD may not be offered for sale, sold, pledged, or otherwise transferred unless so registered or qualified, or unless an exemption from registration or qualification must be established by an opinion of counsel for the owner thereof, which opinion and counsel must be reasonably satisfactory to MYRTHA VILBON KROH FAMILY, LTD.

- (5) I represent that I am qualified to acquire a Limited Partnership interest under Regulation D as an accredited investor, or under the small offering exemption of §230.501 of Regulation D. (aggregate offering price does not exceed \$5,000,000), or any qualification under an exemption from registration that is not a public offering under federal law and applicable state law.

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- (6) I understand and agree to those provisions of the Articles of Limited Partnership that prescribe a voting requirement of at least 67% in interest of the Limited Partners for the consent or affirmative action of the Limited Partners. I understand that I, and my interest, will be bound by any matter on which the required consent is given or required affirmative action is taken even though I do not join in the consent or the affirmative action. I understand that if a 67% in interest of the Limited Partners vote to admit a new Limited Partner, my percentage of interest in the Limited Partnership will be reduced accordingly.
- (7) I constitute and appoint the General Partner, with full power of substitution, as my personal representative (or as the personal representative) to sign, execute, certify, acknowledge, file and record the Articles of Limited Partnership, and to sign, execute, certify, acknowledge, file and record all appropriate instruments amending the Articles of Limited Partnership and the Certificate of Limited Partnership. In particular, the General Partner as attorney-in-fact may sign, acknowledge, certify, file and record on my behalf each such instruments, agreements, and documents that:
1. reflect the exercise by the General Partner of any of the powers granted to the General Partner under the Articles of Limited Partnership;
  2. reflect any amendments made to the Articles;
  3. reflect the admission or withdrawal of a General or Limited Partner; and,
  4. may otherwise be required of the Partnership or a Partner by Florida law, federal law, or the law of any other applicable jurisdiction.

The power of attorney herein given is a durable power and will survive the disability or incapacity of the principal.

- (8) I agree to be bound by the terms and conditions of the Articles of Partnership and the Certificate of Limited Partnership for MYRTHA VILBON KROH FAMILY, LTD. This subscription and agreement will bind me, my successor or assigns, or if I sign in a representative capacity, this subscription and agreement will bind the principal, his, or its successors and assigns.

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Dated and effective this 14 day of December, 1996.

Nathalie Ambroise  
Nathalie Ambroise Limited Partner

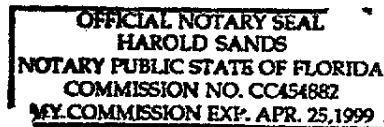
STATE OF FLORIDA   )  
                                  )  
COUNTY OF DADE    )

BEFORE ME, the undersigned authority, on this day personally appeared Nathalie Ambroise, known to me to be the person whose name is subscribed to the foregoing instrument and has acknowledged to me that he (she) executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND and seal of office, this 14 day of December, 1996.

H. Sands  
Notary in and for Dade County, Florida

My Commission Expires: \_\_\_\_\_



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**AFFIDAVIT OF MYRTHA VILBON KROH**  
**AFFIDAVIT OF CAPITAL CONTRIBUTION**

STATE OF FLORIDA     )  
                                  )SS  
COUNTY OF DADE     )

BEFORE ME the undersigned authority empowered in the State and County aforesaid to take oaths appeared Myrtha Vilbon Kroh to me personally known, or [ ] who produce the following identification: and, who, upon being sworn, deposes and says:

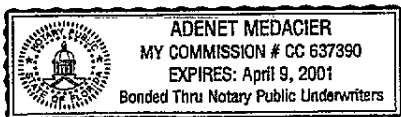
1. I am general partner of the Myrtha Vilbon Kroh Family Limited Partnership.
2. There has been a total of \$10,000.00 U.S. Dollars in capital contribution to the Myrtha Vilbon Kroh Family Limited Partnership.

**FURTHER, AFFIANT SAYETH NAUGHT.**

*Myrtha Vilbon Kroh*  
**MYRTHA VILBON KROH**  
PDL K600-558-57-926-0

SWORN TO and subscribed before me this 22<sup>nd</sup> day of October, 1997.

*Adenet Medacier*  
Notary Public State of Florida  
At Large  
My Commission Expires:



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