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BranMaxCo, Ltd.

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CERTIFICATE OF LIMITED PARTNERSHIP OF THE BranMaxCo, Ltd.

A Florida Limited Partnership

The undersigned does hereby certify that a Florida Limited Partnership Agreement was signed on May 14, 2008 at Stuart, Florida by BranMaxCo, Inc. herein called the "General Partner" and by the following, hereinafter referred to as the initial "Limited Partner":

John E. Pierson

WITNESSETH:

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

1. **Name of the Limited Partnership.** The name of this Limited Partnership is the BranMaxCo, Ltd.
2. **Business.** The Limited Partnership may hold, manage, develop, exchange, and/or lease real estate, buy and sell both real and personal property including options, rights, intangibles and undivided interests in property, hold other investment assets. There is no geographical or jurisdictional restriction upon the location of an investment property or activity. The Limited Partnership may lease property which it owns or needs and may sublease property which it acquires under another lease. It may borrow and lend money, with or without interest or collateral. Furthermore, the Limited Partnership may engage in and/or conduct any lawful business or investment activities.
3. **Principal Office, Principal Place of Business, Records Location and Registered Office.** The location of the principal office, principal place of business and records location of the Limited Partnership is 5101 S.E. Federal Highway, Stuart, Florida 34997. The location of the registered office of the Limited Partnership is 3366 S.E. Cassell Lane, Stuart, Florida 34997.
4. **Appointment and Consent to Serve as Registered Agent.** The registered agent for service for this Limited Partnership is John E. Pierson whose address is 3366 S.E. Cassell Lane, Stuart, Florida 34997.

I, John E. Pierson, a natural person and resident of Florida State, accept the appointment as agent of the BranMaxCo, Inc. upon whom process, notices and demands may be served, whose principal place of business and records are

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located at the address stated above. I understand that as agent it will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of my resignation or of any changes in the Registered Office Address.


John E. Pierson, Registered Agent

5. **General Partners.** The General Partner of this Limited Partnership is:
Residence and Mailing Address:
BranMaxCo, Inc.
5101 S.E. Federal Highway
Stuart, Florida 34997 **P08000040825**
6. **Limited Partners.** The Limited Partnership shall also have such Limited Partners as are named in the Limited Partnership Agreement.
7. **Term of the Partnership.** The Partnership shall begin on the date this Certificate of Limited Partnership is filed with the Secretary of State of Florida and shall continue indefinitely, unless sooner dissolved by law or by agreement of all of the remaining partners or unless extended by the agreement of all the remaining partners.
8. **Additional Contributions.** The General Partner has the power to require additional contributions of capital on a prorata basis from each of the Partners, from time to time, upon demand.
9. **Return of Contributions.** No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Limited Partnership. No Limited Partner shall have the right to dissolve or terminate the Limited Partnership except upon the affirmative vote of one hundred percent (100%) in interest of all Partners.
10. **Profits.** All annual net profits of the Limited Partnership may be distributed annually and shall be divided among the Partners in the same proportions as the Partners' then constituted partnership interest, unless retained for the Partnership investment and business activities.
11. **Assignments.** A Limited Partner is prohibited from selling, assigning, transferring, encumbering, or otherwise disposing of any interest in this Limited Partnership, its property, or its assets, without the written consent of all of the Partners, both General and Limited, and only after such Limited Partner gives to the Limited Partnership and other Partners an opportunity to purchase such interest, as explained in detail in the Limited Partnership Agreement. The assignee, purchaser, or transferee of the whole or any portion of a Limited Partner's interest in the Limited

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

12. **Additional Limited Partners.** No person, firm, corporation, trust, limited liability company or other legal entity shall admitted to the partnership as a limited partner without the unanimous consent of the General Partner.
13. **Priority Among Limited Partners.** Except as otherwise provided in the Limited Partnership Agreement, no one Limited Partner has priority over another as to the distributions, liquidation, contributions or compensation by way of income or assets of the Limited Partnership. The Limited Partnership Agreement may provide for the issuance of one or more classes of preferred or common limited or general partnership interests. In the event one or more classes of preferred partnership interest is issued by the Limited Partnership, such preferred partnership interests shall have priority over any common partnership interests as to distribution and liquidation rights.
14. **Continuance of Business.** Upon the death, retirement insanity or legal incapacity of the last surviving or serving General Partner, the Limited Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes incompetent to adequately manage his or her affairs as determined by written affidavits signed and acknowledged by two licensed physicians, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Limited Partnership by selecting a new General Partner.
15. **Property Other Than Cash.** A Limited Partner may not demand property other than cash in return for his contributions.

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16. **Amount of Cash and Agreed Value and Description of Other Property Contributed.** The Partners in the Limited Partnership have initially contributed their interest in the property as set forth in Schedules "A" and/or "B" of the Partnership Agreement.

DATED: May 14, 2008

GENERAL PARTNER:
BranMaxCo, Inc.

BY: [Signature]
John E. Pierson, President

STATE OF Florida)
) ss.
COUNTY OF Martin)

On this day, May 14, 2008, before me personally appeared John E. Pierson, as President of the BranMaxCo, Inc., General Partner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]

[Signature]
Notary Public

My commission expires STATE OF FLORIDA

Barbara J. Adams
Commission # DD713911
Expires: OCT. 29, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

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STATE OF Florida)
) ss.
COUNTY OF Martin)

On this day, May 14, 2008, before me personally appeared John E. Pierson, as President of the BranMaxCo, Inc., General Partner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]

Barbara J. Adams
Notary Public

My commission expires
NOTARY PUBLIC STATE OF FLORIDA
Barbara J. Adams
Commission # DD713911
Expires: OCT 29, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

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