

1201 HAYS STREET
TALLAHASSEE, FL 32301
904-222-9171
904-22-0391 FAX

800-342-8086



A96000000135

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 DEC 29 PM 1:19

ACCOUNT NO. : 072100000032

REFERENCE : 787455 9960A

AUTHORIZATION :

COST LIMIT : \$ PREPAID

ORDER DATE : December 29, 1995

ORDER TIME : 10:48 AM

ORDER NO. : 787455

CUSTOMER NO: 9960A

CUSTOMER: David H. Peek, Esq
PEEK & COBB, PA

1301 Riverplace Boulevard,
Suite 1609,
Jacksonville, FL 32207

G. TAX 17.50
FILING 35
R. AGENT FEE 8.75
C. COPY 1793.75
TOTAL
N. BANK
BALANCE DUE
REFUND

W96000000135
1/2/96

DOMESTIC FILING

NAME: D'AVI FAMILY LIMITED
PARTNERSHIP

RECEIVED
95 DEC 29 PM 1:56
DIVISION OF CORPORATIONS

400001637234
-01/25/96--01006--006
***1793.75 ***1793.75

Name *1/2/96* ARTICLES OF INCORPORATION
Availability *CSC* CERTIFICATE OF LIMITED PARTNERSHIP

Document Examiner PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

Updater ☒ CERTIFIED COPY
☒ PLAIN STAMPED COPY
☒ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS:

11/19/96
B/T

TC
\$1,000,000.00

W96000000019

CERTIFICATE AND AGREEMENT OF
LIMITED PARTNERSHIP OF
THE d'AVI FAMILY

SECRET
DIVISION OF INVESTIGATION
95 DEC 29 PM 4:19

THIS CERTIFICATE AND AGREEMENT made and entered into as of the 26th day of December, 1995, among ELIZABETH S. d'AVI and EDWARD SNOWDEN d'AVI whose address is 1040 Inverness Avenue, Melbourne, Florida, 32940, (hereinafter referred to as the "General Partners"), and ELIZABETH S. d'AVI and EDWARD SNOWDEN d'AVI, (hereinafter sometimes referred to as "Limited Partners"). The General and Limited Partners are collectively referred to herein as "Partners".

W I T N E S S E T H :

WHEREAS, the Partners wish to form a limited partnership under the laws of the State of Florida for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties hereto agree as follows:

ARTICLE I

Name and Business Character

The Partners hereby agree to form a business as a Florida limited partnership under the name d'AVI FAMILY LIMITED PARTNERSHIP (the "Partnership") for the purpose of holding certain stocks and securities (the "Property").

ARTICLE II

Location of Principal Place of Business;
Registered Agent; Partners

The location of the principal place of business of the Partnership and likewise its mailing address shall be 1040 Inverness Avenue, Melbourne, Florida, 32940, or such other place as the General Partners may elect. The Registered Agent for the Partnership is DAVID H. PEEK, whose address is 1301 Riverplace Boulevard, Suite 1609, Jacksonville, Florida, 32207. The names and addresses of all Partners and their initial Capital Interests are shown on Exhibit "A" attached hereto and by this reference incorporated herein.

ARTICLE III

Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 3.1 Act shall mean the Florida Revised Limited Partnership Act (1986).
- 3.2 Agreement shall mean this Certificate and Agreement of Limited Partnership, as from time to time amended.
- 3.3 Capital Account shall have the definition as set forth in Section 6.5 hereof.
- 3.4 Capital Interest shall mean the interests of each Partner in the capital, profits and losses of the Partnership, as set forth on Exhibit "A".
- 3.5 Code shall mean the Internal Revenue Code of 1986, as amended.
- 3.6 Distributable Cash shall mean the Partnership cash receipts derived from the operation, ownership or sale of Partnership properties less all cash expenditures, including payments of principal and interest on indebtedness, capital expenditures and the amount of any reserves deemed reasonably necessary by the General Partners.
- 3.7 Net Proceeds shall mean the net cash remaining from the sale or liquidation of all assets and properties held by the Partnership after payment of all Partnership liabilities and costs, fees, commissions and expenses of liquidation.
- 3.8 Net Profits and Net Losses shall mean, for each fiscal year or other period of the Partnership, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a).
- 3.9 Partnership shall mean this Partnership and the partnership continuing the business of this Partnership in the event of dissolution provided herein.
- 3.10 Regulations mean the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

SECRETARY FILED
DIVISION OF REVENUE
95 DEC 29 4:19

ARTICLE IV

4.1 Commencement. The Partnership shall commence as of the date of filing of this Certificate of Limited Partnership Agreement with the Secretary of the State of Florida.

4.2 Termination. The Partnership shall continue until terminated upon the earliest to occur of the following events:

(a) The withdrawal (either voluntary or involuntary) of the General Partners if no successor is appointed in accordance with Section 10.3 hereof; or

(b) Agreement to terminate by Partners holding 90% of the Capital Interests in the Partnership with notice of termination given to all Partners stating the date of such termination which shall not be less than sixty (60) days following the date of such notice; or

(c) The sale or other disposition of the Property to an entity or person in which the Partnership does not have a substantial ownership interest; or

(d) December 31, 2025.

ARTICLE V

Contribution to Capital

5.1 Contribution of Partners. The Partners have contributed or will contribute the following amount of cash or property to the capital of the Partnership:

Elizabeth S. d'Avi, General Partner Personal Property Having a Value of:	\$	1,000.00
Edward Snowden d'Avi, General Partner Personal Property Having a Value of:	\$	1,000.00
Elizabeth S. d'Avi, Limited Partner Personal Property Having a Value of:	\$	1,059,000.00
Edward Snowden d'Avi, Limited Partner Personal Property Having a Value of:	\$	1,000.00

5.2 Affidavit. The General Partners hereby declare the amount of capital contributed, and anticipated to be contributed, by the Limited Partners is the amount set forth in the Affidavit attached hereto as Exhibit B.

SECRET
DIVISION OF CORPORATIONS
95 DEC 31 1995

5.3 Nominee Names. Any assets, including the Property, shall be registered or titled in the name of the Partnership unless otherwise agreed upon by all of the Partners.

5.4 Additional Property; Investments. Additional assets may be contributed to the Partnership from time to time by the execution of property transfer documents which are acceptable to the General Partners. No Partner shall be obligated to contribute any additional assets except as otherwise provided herein.

ARTICLE VI

Accounting

6.1 Allocation of Net Profits and Net Losses Between Limited Partners and General Partners. Net Profits and Net Losses shall be determined and allocated with respect to each fiscal year, as of the end of the year, Pro Rata among the Partners, according to the Capital Interest owned by each. Notwithstanding the foregoing, if any Partner contributes property with an adjusted basis to such contributing Partner which is greater or less than its fair market value, then, solely for the purpose of computing a Partner's distributive share of Partnership Net Profits and Net Losses, depreciation and gain or loss with respect to such contributed property shall be shared among the Partners so as to take account of the variations between the adjusted basis of the contributed property to the Partnership and its fair market value. The purpose of this provision is to comply with the provisions of the Regulations under Section 704(e)(2) of the Code, and all computations for federal income tax purposes with respect to such contributed property shall be made in accordance with such Treasury Regulations.

6.2 Allocation of Distributable Cash Between Limited Partners and General Partners. Each distribution of Distributable Cash shall be allocated among the Partners, Pro Rata, according to the Capital Interest owned by each. Distributions of Distributable Cash shall only be made with the discretion of the General Partners.

6.3 Allocation Among Partners. Net Profits and Net Losses allocated to the Partners shall be apportioned among all Partners who were Partners during the year and shall be based upon the number of days in the calendar year for which each was recognized as a Partner by the Partnership.

6.4 Books of Account. At all times during the continuance of the Partnership, the General Partners shall cause proper and true books of account to be kept wherein shall be entered particulars of all monies, goods or effects belonging to or owing to or by the Partnership, or paid, received, sold or purchased in the course of the Partnership's business, and all other such transactions, matters and things relating to the business of the Partnership as are usually entered in books of account kept by persons engaged in a business of a like kind and character. The books of account shall be kept at the principal office of the Partnership and each Partner shall at all reasonable times have free access to and the right to inspect the same.

6.5 Capital Accounts. A Capital Account shall be maintained for each Partner. Each Partner's proportionate share of Partnership profits and losses and each Partner's drawings, further contributions to the Partnership, and such other transactions with the Partnership as should, under proper accounting principles, be reflected in his Capital Account, shall be so reflected. Such Capital Accounts shall, at all times, be maintained in accordance with Regulation 1.704-1(b).

6.6 Annual Statements. The books of account shall be closed as promptly as reasonably possible after the end of each fiscal year of the Partnership. Promptly thereafter, the Partnership shall make a written report to each Partner, which may include a balance sheet of the Partnership as of the end of such year, a statement of income and expenses for such year, a statement of each Partner's capital, or such statements with respect to the status of the Partnership and distribution of profits and losses therefrom as are considered necessary to advise all Partners properly about their investment in the Partnership for federal income tax reporting purposes.

6.7 Fiscal Year. The fiscal year of the Partnership shall end on the last day of December 31 in each calendar year.

6.8 Bank Accounts. All funds of the Partnership shall be segregated from any funds not belonging to the Partnership and shall be deposited in the name of the Partnership in one or more bank accounts as the General Partners shall determine. All withdrawals therefrom are to be made on checks signed by an officer of the General Partners.

ARTICLE VII

Rights, Duties and Restrictions of the Partners

7.1 Management. The General Partners shall have the full and exclusive business management and control over the Partnership business, and no Limited Partner shall individually, or collectively with other Limited Partners, take any part in the control of the business of the Partnership.

7.2 Powers of General Partners. In addition to any other rights, powers and duties that the General Partners may possess under law, the General Partners shall have all specific rights, powers and duties required or appropriate in connection with their management of the Partnership's business, which, by way of illustration, but not by way of limitation, shall include the following rights, powers and duties, to the extent that they are in furtherance of the best interests of the Partnership:

(a) To acquire real and personal property and execute and deliver, on behalf of the Partnership, all documents and instruments reasonable and necessary to evidence the Partnership's acquisition of and interest in such property;

(b) To construct, operate, maintain and lease improvements upon real property owned by the Partnership;

(c) To borrow money and pledge the Partnership's assets as security therefor, and to execute such documents as may be necessary to evidence the same, including notes, guarantees, mortgages, security agreements and such other documents evidencing or securing the borrowing;

(d) To improve, sell, assign, convey, dedicate, grant easements upon, impose restrictions upon, and otherwise deal with all or any part of the assets of the Partnership;

(e) To repay, in whole or in part, any debt of the Partnership and in connection therewith to execute any extensions, renewals or modifications of such debt;

(f) To bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Partnership;

(g) To acquire and enter into any contracts of insurance, at competitive rates, that the General Partners reasonably determine necessary and proper for the protection of the Partnership, for the conservation of the assets of the Partnership, or for any other purpose beneficial to the Partnership;

(h) To pay or cause to be paid all federal, state and local taxes levied upon, imposed on, or assessed against the Partnership or the assets of the Partnership, and any penalties imposed or interest charges in connection therewith;

(i) To perform such necessary transactions with any banking institution, savings or savings and loans institution, institutional lender or pension or trust fund as the General Partners may deem appropriate, including opening bank accounts, savings accounts and brokerage accounts with signature authority in the General Partners or such other person or persons as the General Partners may authorize;

(j) To invest funds of the Partnership, including funds held as reserves, in certificates of deposit or in interest-bearing time deposits in state or national banks, United States government securities, bank repurchase agreements, bankers' acceptances and money-market funds;

(k) To establish reasonable reserves from funds of the Partnership to provide for future requirements of the Partnership;

(l) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by the Partnership under the laws of the State of Florida;

RECEIVED
DIVISION OF
65 DEC 23 1965
FILED
H. J. 15

(m) To employ attorneys, agents, brokers, consultants and accountants on behalf of the Partnership, including, without limitation, affiliates of the General Partners;

(n) To lend funds to the Partnership and to charge interest thereon;

(o) To perform or cause to be performed all of the Partnership's obligations under any agreement to which the Partnership is a party; and

(p) To execute, acknowledge and deliver any and all instruments necessary to effectuate the foregoing.

7.3 Expenditures by Partners. The Partnership may pay reasonable compensation to the General Partners and unrelated third parties for accounting, administrative, legal, technical and management services rendered to the Partnership. Any Limited Partner shall be entitled to reimbursement by the Partnership for any expenditures incurred by that Partner on behalf of the Partnership which have been made other than out of the funds of the Partnership, provided that such expenditures have been approved in advance by the General Partners.

7.4 Authority of General Partners. Nothing herein contained shall impose any obligations on any person or firm doing business with the Partnership to inquire as to whether or not the General Partners have exceeded their authority in executing any contract, lease, mortgage, deed or other instrument on behalf of the Partnership, and any such third person shall be fully protected in relying upon any action of the General Partners.

7.5 Indemnification. Except as expressly set forth herein, no Partner shall be liable in damages or otherwise to the Partnership or to the other Partners for any act or failure to act by him or it, unless such act or omission is attributable to willful misconduct, gross negligence, fraud or violation of any specific prohibition contained in this Agreement, in which case such Partner shall indemnify and hold the Partnership and the other Partners harmless from any loss, damage, cost or expense (including, but not limited to, reasonable attorneys' fees) arising from such act or omission. The Partnership shall indemnify and hold the General Partners and their affiliates, and their respective officers, directors, shareholders, employees and agents, harmless from any loss, damage, cost or expense (including, but not limited to, reasonable attorneys' fees) arising out of any act or omission of such person on matters relating to the Partnership, to the fullest extent permitted by law, except that the Partnership shall not indemnify the General Partners or their affiliates against any loss, damage, cost or expense arising out of willful misconduct, gross negligence, fraud or the violation of any specific prohibition contained in this Agreement. Nothing in this section shall be deemed to exculpate any person from liability to the Partnership or to any of the Partners to the extent that insurance proceeds under policies carried by the Partnership are available to satisfy such liability.

ARTICLE VIII

Loans, Withdrawals and Priorities

8.1 Interest. During the term of the Partnership no interest shall be allowed to any Partner upon the amount of his or her Capital Account. If the Partnership shall borrow any funds from any Partner, or any affiliate of any Partner, such Partner shall be paid such reasonable rate of interest determined by the General Partners and such loan shall be accounted for and be a liability of the Partnership.

8.2 Withdrawal of Capital. No Partner shall be entitled to the return of his or her Capital Account except by way of the distribution to him or her of assets upon the dissolution of the Partnership pursuant to the provisions of this Agreement.

ARTICLE IX

Dissolution and Termination

9.1 Accounting. In case of the dissolution and termination of the Partnership, a proper accounting shall be made of the Capital Account of each Partner and of the Net Profits and Net Losses of the Partnership from the date of the last previous accounting to the date of dissolution.

9.2 Liquidating Trustee. Upon the dissolution of the Partnership business, for any reason, the General Partners shall act as the liquidating trustee ("Trustee"). The Trustee shall have full power to sell, assign and encumber Partnership assets. Notwithstanding such power, the Trustee shall not sell any assets except in the case of:

(a) sales necessary in order to raise cash for the payment of creditors; or

(b) assets not readily divisible, such as real property, fixtures, equipment and the like.

All cash shall, to the extent necessary, be used to pay creditors, and any assets remaining shall be distributed as provided in Section 9.3.

9.3 Distribution on Dissolution. In the event of the liquidation and dissolution of the Partnership for any reason, after the payment of or provision for creditors, the Partnership assets and Net Proceeds shall be distributed to the Partners, Pro Rata, in accordance with the remaining positive balances in their Capital Accounts. Such Capital Accounts shall be adjusted to take into account each Partner's share of unrealized appreciation and depreciation in Partnership assets which are to be distributed in kind.

SECRET
NO FORN DISSEM
95 DEC 22 9
FBI/DOJ
FBI/DOJ
FBI/DOJ

9.4 Negative Capital Accounts. Notwithstanding anything to the contrary in this Agreement, upon the liquidation and dissolution of the Partnership, if any Partner shall have a negative Capital Account balance, then such Partner shall be obligated to contribute to the Partnership an amount equal to his or her negative Capital Account balance and such amount shall be distributed to the other Partners with positive Capital Accounts, Pro Rata, or to creditors, as the case may be.

ARTICLE X

Restrictions on Transfer of a Partner's Interest

10.1 Restrictions on Disposition of Interest. No Limited Partner may transfer, pledge, mortgage or encumber, in whole or in part, his or her Capital Interest to any person without the prior written consent of the General Partners, which consent may be withheld in the sole discretion of the General Partners. No transfer or assignment of any Partner's Interest or rights shall be made if, in the judgment of the General Partners, such transaction would result in the violation of any laws or regulations, or cause the Partnership to lose its status as a partnership. Any transfer, in whole or in part, of any Interest in the Partnership by a Limited Partner without the prior written consent of the General Partners shall be void.

10.2 Substitute Limited Partner. No transferee of a Limited Partner's Capital Interest shall have the right to become a substitute Limited Partner in place of his or her transferor without the prior written consent of the General Partners, as provided above.

10.3 Substitute General Partners, Continuance of Business. Upon the bankruptcy, death or disability of a General Partner, the Limited Partners, by majority vote, as determined by their relative Capital Interests, shall have the right to elect a successor General Partner to continue the business of the Partnership, and such successor General Partner shall have all the rights, duties and obligations as are given the General Partners.

ARTICLE XI

General Provisions

11.1 Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if mailed from within the United States by first class United States mail, postage prepaid, or by prepaid telegram and addressed to any Partner, to the address set forth as to such Partner in this Agreement. Any Partner may change his address by giving notice in writing stating his new address to the Partnership. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such Partner's address for purposes of all notices or other communications required or permitted to be given pursuant to this Agreement.

11.2 Successors. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Partners and their respective legal representatives, heirs, successors and assigns, except as expressly provided herein.

11.3 Construction. This Agreement shall be construed in conformity with the laws of the State of Florida.

11.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

11.5 Entire Agreement. This Agreement contains the entire understanding among the Partners and supersedes any prior understandings or written or oral agreements among them respecting the within subject matter, including, without limitation, any prior partnership agreements. There are no oral or written representations, agreements, arrangements or understandings between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11.6 Attorney's Fees and Costs. Whenever provision is made for indemnification against attorney's fees and costs, such provision shall include fees and costs, whether or not suit be brought, and including fees and costs on appeal.

11.7 Amendment. This Agreement may be amended only by a written agreement executed by all of the Partners.

ARTICLE XII

Appointment of Attorney-In-Fact

12.1 Power. Each Limited Partner, by execution hereof, irrevocably constitutes and appoints the General Partners, with full power of substitution, his true and lawful attorney-in-fact, in his name, place and stead to consent and agree to make, execute, sign, acknowledge, swear to, deliver, record and file on behalf of him and on behalf of the Partnership, the following:

(a) A Certificate and Agreement of Limited Partnership, a Registration of Fictitious Name and all other certificates or instruments, and any amendments thereof, which the General Partners deem appropriate to form, qualify or continue the Partnership as a limited partnership in the jurisdiction in which the Partnership may conduct business or in which such formation, qualification or continuation is, in the opinion of the General Partners, necessary to protect the limited liability of the Limited Partners;

(b) Any and all amendments to the Certificate and Agreement of Limited Partnership adopted in accordance with its terms;

(c) Any and all amendments to the Certificate and Agreement of Limited Partnership admitting or substituting Limited Partners or reflecting the return to Limited Partners of any portion of their capital contributions;

(d) Any and all amendments to the Certificate and Agreement of Limited Partnership: (i) to add to the representations, duties or obligations of the General Partners or surrender any right or power granted to the General Partners therein for the benefit of the Limited Partners; (ii) to cure any ambiguity, to correct or supplement any provision therein which may be inconsistent with any other provision therein, or to make any other provision with respect to matters or questions arising under the Certificate and Agreement of Limited Partnership which will not be inconsistent with the provisions of such Agreement; (iii) to delete or add any provision of the Partnership Agreement required to be so deleted or added by any state or federal agency; (iv) to conform the allocation and distribution sections of this Agreement to the requirements of Section 704(b) of the Code or the Treasury Regulations thereunder, or otherwise comply with applicable tax laws and regulations; provided, however, that no amendment may be executed pursuant to this sub-section (d) unless the adoption thereof (1) is for the benefit of or not adverse to the interests of the Limited Partners, (2) other than as authorized in (iv) above, does not affect the distribution of Distributable Cash and Net Proceeds or the allocation of Net Profits and Net Losses among the Limited Partners or between the Limited Partners and the General Partners, and (3) does not affect the limited liability of the Limited Partners or adversely affect the status of the Partnership as a partnership for federal income tax purposes; and

(e) Any and all such other instruments as may be deemed necessary or desirable by the General Partners to carry out fully the provisions of the Certificate and Agreement of Limited Partnership in accordance with its terms.

12.2 Exercise of Power. The foregoing grant of authority:

(a) Is a special power of attorney coupled with an interest, is irrevocable and shall survive the death or incapacity of any person hereby giving such power;

(b) May be exercised by a facsimile signature of the person hereby giving the power or by listing the name of such person along with the name of all other persons for whom such attorney is so acting, and executing the Certificate and Agreement of Limited Partnership and such other certificates, instruments and documents with the single signature of the Chairman, President and any Vice President of the General Partners as such attorneys-in-fact acting for all the persons whose names are so listed;

(c) Shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his Partnership interests; and

FILED
CLERK OF THE STATE
DIVISION OF CORPORATIONS
\$5 DEC 29 PM 4:19

(d) Shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

Janice L. McConaha
Thomas J. Wood Jr.
Janice L. McConaha
Thomas J. Wood Jr.

GENERAL PARTNERS:

X Elizabeth S. d'Avi
ELIZABETH S. d'AVI
Edward Snowden d'Avi
EDWARD SNOWDEN d'AVI

LIMITED PARTNERS:

Janice L. McConaha
Thomas J. Wood Jr.
Janice L. McConaha
Thomas J. Wood Jr.

X Elizabeth S. d'Avi
ELIZABETH S. d'AVI
Edward Snowden d'Avi
EDWARD SNOWDEN d'AVI

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 26 day of December, 1995, by ELIZABETH S. d'AVI, as a general and limited partner, who is either personally known to me or produced the identification described below and who did not take an oath.

Janice L. McConaha
Print: JANICE L. McCONAHA
Notary Public, State and County Aforesaid

Commission No. _____

My Commission Expires: _____

Driver License
Type of Identification

OFFICIAL NOTARY SEAL JANICE L. McCONAHA NOTARY PUBLIC - STATE OF FLORIDA COMMISSION NO. 00000000 MY COMMISSION EXP. NOV. 26, 1999

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 26 day of December, 1995, by EDWARD SNOWDEN d'AVI, as a general and limited partner, who is either personally known to me or produced the identification described below and who did not take an oath.

Janice L. M. McConaha
Print: JANICE L. McCONAHA
Notary Public, State and County Aforesaid

Commission No. _____

My Commission Expires: _____

Personally Known
Type of Identification

OFFICIAL NOTARY SEAL JANICE L. McCONAHA NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC508504 MY COMMISSION EXP. NOV. 26, 1999

706301/56952

CAPITAL INTERESTS
SCHEDULE A

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 DEC 29 PM 4:19

GENERAL PARTNER:

Elizabeth S. d'Avl	1%
Edward Snowden d'Avl	1%

LIMITED PARTNERS:

Elizabeth S. d'Avl	97%
Edward Snowden d'Avl	1%

EXHIBIT D

AFFIDAVIT

FILED STATE
SECRETARY OF
DIVISION OF
95 DEC 29 PM 4:19

The undersigned, after being duly sworn, deposes and says:

1. Affiant is a General Partner of the d'Avi Family Limited Partnership.
2. The undersigned declares that the capital contributed by the Limited Partners of the above-referenced Partnership is \$ 1,060,000.00, and the amount anticipated to be contributed in the future is \$ 0.00.
3. Further Affiant sayeth not.

Elizabeth S. d'Avi.
ELIZABETH S. d'AVI, AFFIANT

Sworn to and subscribed before me
by Elizabeth S. d'Avi, this 26
day of December, 1995, and
who did take an oath.

(SEAL)

My Commission Expires

Janice L. McConaha
Print JANICE L. McCONNABA
Notary Public, State and County
Aforesaid.

OFFICIAL NOTARY SEAL
JANICE L. McCONNABA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC508504
MY COMMISSION EXP. NOV. 26, 1999

Personally known 1 ☐

Produced Identification 1 ☒

Type of Identification Driver's License

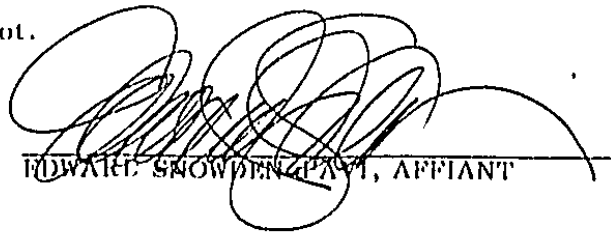
EXHIBIT D

AFFIDAVIT

SECRET
DIVISION OF CONSPIRACIES
95 DEC 29 PM 4:19

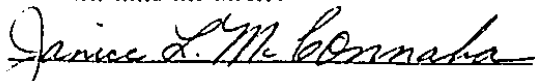
The undersigned, after being duly sworn, deposes and says:

1. Affiant is a General Partner of the d'Avi Family Limited Partnership.
2. The undersigned declares that the capital contributed by the Limited Partners of the above-referenced Partnership is \$1,000,000.00, and the amount anticipated to be contributed in the future is \$0.00.
3. Further Affiant sayeth not.


EDWARD SNOWDEN d'AVI, AFFIANT

Sworn to and subscribed before me
by Edward Snowden d'Avi, this 12th
day of January, 1996, and
who did take an oath.

(SEAL)



My Commission Expires

Print
Notary Public, State and County
Aforesaid.

Personally known ☒

Produced Identification ☐

Type of Identification _____

OFFICIAL NOTARY SEAL
JANICE L. MCCONAHA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC508504
MY COMMISSION EXP. NOV. 26, 1999

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the d'AVI FAMILY LIMITED PARTNERSHIP at the place designated in the Certificate and Agreement of Limited Partnership of the d'Avi Family dated December 16, 1995, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



David H. Peck

Dated: January 8, 1996

FILED
SECRETARY OF COMMERCE
DIVISION OF CORPORATE
95 DEC 29 PM 4:19

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
AMERICAN REFORM
1996

A96000000135

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 MAR 29 AM 11:35

1. **DOCUMENT #**
A96000000135

d'Avi Family Limited Partnership

1040 Inverness Avenue
Melbourne, Florida 32940

Same

13/K

3/29/96

3. **FLORIDA**
December 29, 1995

3a. **N/A**

4. **Florida**

5a. **\$1,060,000.00**

5b. **\$1,060,000.00**

6. **FLORIDA**

X **Approved**
For Application

7. **CERTIFICATE OF STATUS REQUIRED**

**AN IN ADDITIONAL Fee required
for a Certificate of Status**

8. **FEES:** 1. Filing Fee. Computed at a rate of \$7 per \$1,000 on amount entered on 5a or 5b (to blank with a minimum filing fee of \$52.50 and a maximum of \$437.50).
2. Supplemental Fee. \$100.00 (per section 407.191, F.S.).
THE AMOUNT DUE SHALL BE NOT LESS THAN \$100.00 (\$52.50 + \$100.00) AND NO MORE THAN \$576.25 (\$437.50 + \$138.75).
Note: If the amount entered on 5a is greater than amount entered on 5b, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE

9. **Name and Address of Current Registered Agent**

David H. Peek
1301 Riverplace Boulevard -- Suite 1609
Jacksonville, Florida 32207

10. **Name and Address of Registered Agent Office**

N/A

Street Address (Do Not Use Post Office Box Numbers)

City, State & Zip Code

FL

Zip Code

10a. **Statement of Registered Agent:** I, the undersigned, do hereby certify that I am a resident of the State of Florida and I am qualified to act as a registered agent for the partnership named above. I have been appointed by the general partners of the partnership named above to act as its registered agent for the State of Florida.

N/A

DATE

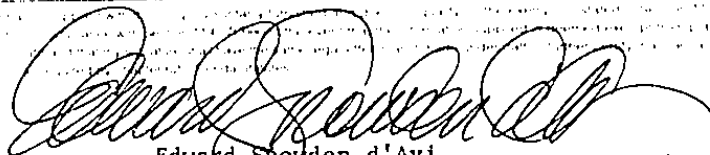
**A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY
MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.**

11. Names of General Partners	11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers)	11b. City, State & Zip Code	11c. Registration Document Number
Elizabeth S. d'Avi	1040 Inverness Avenue	Melbourne, FL 32940	A96000000135
Edward Snowden d'Avi	1040 Inverness Avenue	Melbourne, FL 32940	A96000000135

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

12. **Signature of General Partner:** I, the undersigned, do hereby certify that I am a general partner in the partnership named above and I am qualified to act as a general partner for the State of Florida.

SIGNATURE


Edward Snowden d'Avi

DATE **1.29.96**
Telephone Number **407/253-4035**

CR2E003 (6/95)