

A96 000 001083

GREGORY S. FLANAGAN, P.A.

Attorney at Law

One Northgate Lane, Atlanta  
Georgia, Georgia 30401-0072

Enclosure (See Enclosure) (See  
Serial 100)

May 24, 1986

Telephone (404) 392-2733  
Telex (404) 392-4184

Florida Department of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

RECEIVED  
MAY 27 1986  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

Re: Atlantis Venture Investment, Ltd.

Dear Sir:

Enclosed please find original and two (2) copies of the Agreement and Certificate of Limited Partnership, Acceptance of Registered Agent, and Affidavit of Capital Contribution of Limited Partners of Atlantis Venture Investment, Ltd. together with check number 1100 in the amount of \$1,110.00 which represents the filing fee of \$1,075.00 and the registered agent fee of \$35.00.

Please return the two (2) copies along with the filing information in the enclosed self-addressed, stamped envelope.

Should you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

GREGORY S. FLANAGAN, P.A.

Wanda H. Bradley, Legal Secretary

/whb

Enclosures: As Stated above

(c to atlantis)



FLORIDA DEPARTMENT OF STATE

Samuel R. Mortham  
Secretary of State

May 30, 1986.

GREGORY S. FLANAGAN, P.A.  
ONE NORTH EAST FIRST AVENUE  
CICLA A FL 34470-6632

SUBJECT: ATLANTIS VENTURE INVESTMENT LTD.  
File Number W86000011505

We have received your document for ATLANTIS VENTURE INVESTMENT LTD. and your check(s) totaling \$1110.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

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.

There is a balance due of \$674.50.

LIMITED PARTNERSHIP CERTIFICATE/APPLICATION BASIC FEES

Filing fees: \$52.50 minimum - \$1750 maximum  
Registered Agent Designation \$35

The filing fee is based on the total amount contributed and anticipated to be contributed by the limited partners, as shown in the affidavit at a rate of \$.7 per \$1000. The filing fee for an Application to Register a Foreign Limited Partnership is based on the total amount contributed by the limited partners allocated for the purpose of transacting business in the State of Florida at a rate of \$.7 per \$1000.

|  |         |
|--|---------|
| Certified Copy   | \$52.50 |
| (15 pages or less, \$1 for each additional page after initial 15 pages.) |         |
| Registered Agent/Office Change   | \$35    |
| Name Reservation<br>(120 days nonrenewable)                              | \$35    |
| Amendment<br>(Other than specified)                                      | \$52.50 |
| Affidavit Decreasing Contributions                                       | \$52.50 |
| Affidavit Increasing Contributions<br>\$.7 per \$1000 on increase only   |         |
| (\$52.50 minimum-\$1750 maximum)   |         |

|                                      |          |
|--------------------------------------|----------|
| Certificate of Status of Fict        | \$60.75  |
| Cancellation                         | \$127.50 |
| Resignation of Registered Agent      | \$27.50  |
| (F) Annual Report                    |          |
| \$2 per \$1000 of registered capital |          |
| (\$52.50 minimum - \$427.50 maximum) |          |
| plus Supplemental Fees of \$138.75   |          |

**Restatement**

(\$500 for each year or part thereof the partnership was revoked plus the delinquent annual report fees)

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 (800) 427-6267.

Kermy Manning  
Corporate Specialist

Letter Blurbler #96/AUG/2712B

AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP  
(and incorporated affidavit re capital contributions of original limited partner)

AGREEMENT, and certificate of LIMITED PARTNERSHIP made as of the 27 day of

May, 1990, between ATLANTIS FINANCIAL SERVICES, INC., a Florida Corporation, General Partner, and RAINER "RAY" D. FUNK, Individually and referred to as Limited Partner, along with any other persons or entity which may hereafter become a Limited Partner in this Partnership Agreement pursuant to the terms of this agreement:

WITNESSETH:

WHEREAS, the parties desire to form a Limited Partnership in accordance with the laws of the State of Florida, to be conducted under the name of ATLANTIS VENTURE INVESTMENT, LTD., (hereafter referred to as the "Partnership"), for the purposes hereinafter set forth and,

WHEREAS, ATLANTIS FINANCIAL SERVICES, INC., a Florida Corporation, is willing to become the General Partner of the Partnership; and,

WHEREAS, subsequent to the formation of the Partnership, it is the intention to admit additional Limited Partners, who will make cash contributions to the capital of the Partnership in the sum of a minimum of \$10,000.00 each, which sum (together with the contributions of the General Partner and original Limited Partners) shall be sufficient to enable the Partnership to develop or otherwise deal with its assets and pay all expenses in connection with them;

NOW THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

FORMATION:

1. The parties by this Agreement do form a Limited Partnership pursuant to the provisions of the Limited Partnership Law of Florida

2. The Partnership shall be conducted under the name of ATLANTIS VENTURE INVESTMENT, LTD.

3. The purpose of the Partnership is to:

- (a) purchase land with the intention to sell same, either improved or unimproved;
- (b) build commercial and/or residential structures for sale or rent;
- (c) deposit funds in any type of interest bearing investment (such as, but not limited to, mortgages, promissory notes, money market accounts, bonds, certificates of deposits, etc.);

- (d) invest not more than 50% of all assets in the stock market;

- (e) invest any type of venture financing, but not more than 20% of all assets; and

- (f) to engage in any activities or business permitted under the laws of the United States and the State of Florida, as well as to transact any lawful business for which limited partnerships may be formed under the laws of the State of Florida.

**TERM:**

4. The term of the Partnership shall be from the date of filing of the Certificate of Limited Partnership to December 31, 2016, provided, however, that the Partnership shall be dissolved and terminated prior to such date upon (a) voting of 75% (by capital as of December 31 of the preceding calendar year) of all partners to dissolve the partnership; (b) the bankruptcy, retirement or death of the General Partner, subject, however, to the provisions of Article 22; (c) the determination by the General Partner to terminate the Partnership.

**CAPITAL:**

5. The minimum capital of the Partnership shall be:

\$10,000.00 in cash contributed by the original Limited Partners and \$25,000.00 in cash

to be contributed by the General Partner. Additional Limited Partners that may be admitted to the Partnership in the future shall contribute a minimum of \$10,000.00, each. No single partner (general or limited) shall be allowed to hold a share exceeding 70% of the partnership's total capital.

**GENERAL PARTNERS:**

6. The General Partner of this Partnership, and his address is as follows: ATLANTIS FINANCIAL SERVICES, INC., a Florida Corporation, 2935 Southeast 58th Avenue, Ocala, Florida 34471.

**ORIGINAL LIMITED PARTNERS AND THEIR CONTRIBUTION:**

7. The Original Limited Partner, his address and the amount of his capital contribution are as follows:

|  |             |
|--|-------------|
| RAINER "RAY" D. FUNK<br>2935 Southeast 58th Avenue<br>Ocala, Florida 34471 | \$10,000.00 |
|--|-------------|

**ADDITIONAL LIMITED PARTNERS AND THEIR ANTICIPATED CONTRIBUTION:**

8. It is anticipated that the total sum of \$500,000.00 will be contributed by additional Limited Partners. The General Partner is authorized to admit to the Partnership additional Limited Partners who shall each contribute in cash to the capital of the Partnership the minimum sum of \$10,000.00. Upon the admission of such additional Limited Partners, as will cause the actual capital contributions of all Limited Partners to exceed the sum stated in the first sentence of this paragraph an amendment of the Certificate of Limited Partnership shall be filed, reflecting such increase in capital contributions. The cash contributions of the additional

Limited Partners may be paid by check subject to collection. To accomplish the purposes of this Article, the General Partner is authorized to do all things necessary to effectuate the admission of such additional Limited Partners, each of whom shall become a signatory to this Agreement by executing a conformed counterpart of it at the foot of this Agreement below the words, "Confirmed, Approved and Adopted", by which each such additional limited partner shall be deemed to have adopted and agreed to be bound by all of the provisions of this agreement. However, each such executed counterpart shall not become binding and effective until it has been attested by the signature of the General Partner. The original of this Agreement, executed by the General Partner and the Original Limited Partners, and the duly executed and attested counterparts as mentioned, taken together, shall constitute a single instrument.

**PRINCIPAL OFFICE/MAILING ADDRESS/REGISTERED AGENT AND ADDRESS:**

9. The principal office and mailing address of the Partnership and its General Partner shall be maintained at 2935 Southeast 58th Avenue, Ocala, Florida 34471, or at such other place as the General Partner from time to time may determine. The name and address of the agent for service of process required pursuant to Florida Statutes 620.105 is RAINER "RAY" D. FUNK, 2935 Southeast 58th Avenue, Ocala, Florida 34471.

**LIMITATION OF LIABILITY OF LIMITED PARTNERS:**

10. The liability of any Limited Partner for the Losses of Partnership in no event shall exceed in the aggregate amount of his contribution to the capital of the Partnership.

**PROFIT AND LOSSES:**

11. The net profits of the Partnership shall be apportioned among the General Partner and the Limited Partners, considering their respective times of cash contributions and the dates thereof, and any net losses shall be borne by them prorata, in proportion to their respective

contributions to the capital of the Partnership, except as hereafter otherwise specifically set forth, provided, however, that the liability of any Limited Partner for the losses of the Partnership in no event shall exceed in the aggregate the amount of his contribution to the capital of the Partnership.

#### **DISTRIBUTION OF PROFITS AND CAPITAL:**

12. (a) The net profits of the Partnership of each fiscal year shall be divided and based upon written request of the Partners, distributed among the Partners to the extent available, in the percentages and proportions which the contributions of each shall bear to the total contribution made.

(b) Anything in this Agreement to the contrary notwithstanding, the proceeds from a sale by the Partnership of the property or from the exercise of any governmental authority of its right to eminent domain shall be apportioned pursuant to the provisions of Article 23.

#### **ADVANCES:**

13. It is understood that contributions may be requested of Limited Partners for payments necessary to protect and conserve the Property and to retain title thereto. If any Limited Partner shall fail to make contribution pro-rata as and when requested by the General Partner, his interest may be sold at the lower of net asset value or fair market value as determined by a certified appraiser, if applicable, for cash among such of the other Limited Partners as shall be willing to make his contribution, the net proceeds deducted by all applicable costs and fees associated with the default of said sale to be then paid to the defaulting Limited Partner as final and complete liquidation of his Limited Partnership interest.



14. If any Partner shall advance any monies to the Partnership, in excess of his contribution to the capital of the Partnership, the amount of any such advance shall not be an increase of his capital contribution or entitle him to any increase in his share of the distributions of the Partnership, but the amount of any such advance shall be an obligation of the Partnership to such partner and shall be repaid to him with market interest, based on the term of the advance when the money to make such repayment becomes available.

**BOOK, RECORDS AND REPORTS:**

15. At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept full and true books of account, in which shall be entered fully and accurately each transaction of the Partnership. Such books of account, together with a certified copy of the Certificate of Limited Partnership and any amendments to such Certificate, at all times shall be maintained at the principal offices of the Partnership and shall be open to the reasonable inspection and examination of the Partners or their duly authorized representatives.

**BANK ACCOUNTS:**

16. All funds of the Partnership are to be deposited in such bank account or accounts as shall be designated by the General Partner. Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the General Partner may designate.

**MANAGEMENT, DUTIES AND RESTRICTIONS:**

17. During the continuance of this Partnership, the rights and liabilities of the General and Limited Partners, respectively, shall be as follows

(a) General Partners. The General Partner shall cause his offices and agents to devote such time to the Partnership as shall be reasonably required for its welfare and success. The compensation of the General Partner shall be as follows:

(i) A fee equal to .002 times all capital invested (based on capital accounts by the end of prior month) per month for general office expenses.

(ii) 10% of all pre-distribution profits, to be determined annually as of December 31, as compensation for the General Partner's liability.

The General Partner, in his absolute discretion, shall have the power on behalf of the Partnership to sell, assign, convey, lease or sublease all or any portion of the assets; to prepay in whole or in part, refinance, recast, increase, modify, extend or place any mortgages affecting the assets; to employ from time to time persons, firms or corporations to manage the property, agents, accountants and attorneys on such terms and for such compensations as he shall determine, and to execute, acknowledge and deliver any and all instruments to effectuate the foregoing. Any such sale, assignment or conveyance of the property or any portion of it, if executed by the General Partner shall bind the Partnership. The General Partner shall not transfer his interest in the Partnership as a General Partner to any other person.

(b) Limited Partners. No Limited Partner shall participate in or interfere in any manner whatsoever with the management of the Partnership, or the sale, lease or refinancing of its assets. A Limited Partner shall have the right to withdraw his capital contribution upon the dissolution or otherwise of the Partnership as provided in this Agreement; provided, however, that no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the Partnership (except liabilities to partners on account of their contributions) have been paid,

or unless the Partnership has assets sufficient to pay them. No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution. The Limited Partners hereby consent to any sale or other disposition, encumbrance, mortgage or lease (or modification, cancellation or replacement of any existing mortgage or lease) by the General Partner on behalf of the Partnership, of any or all of the Partnership's assets on such terms and conditions as may be determined by the General Partner in his sole discretion, and to the employment, when and if required, of such brokers, agents and attorneys as the General Partner from time to time may determine. Should a Limited Partner desire to withdraw his capital contribution prior to dissolution of the partnership, the Partnership may retain the following amount of the withdrawing Limited Partner's capital contribution:

- (i) Withdrawal within 1 year (of first contribution) - 3% of total capital contributed
- (ii) Withdrawal within 2 years (of first contribution) - 2% of total capital contributed
- (iii) Withdrawal within 3 years (of first contribution) - 1% of total capital contributed
- (iv) Withdrawal after 3 years (of first contribution) - No fee

(c) OTHER ACTIVITIES. The fact that a partner, general or limited, or a member of his family is employed by, or is directly or indirectly interested in or connection with, any person, firm or corporation employed by the Partnership to render or perform a service, or from which the Partnership may purchase any property, shall not prohibit the General Partner from employing such person, firm or corporation, or from otherwise dealing with him or it, in good faith, and neither the Partnership nor any of the partners shall have any rights in or to any income or profits derived therefrom by said other party as a consequence of the Partnership relationship created in the Agreement. Any of the partners, general or limited, may engage in

or possess an interest in other business ventures of every nature and descriptions, independently or with others, including but not limited to the ownership, financing, leasing, operation, management or development of real property, and neither the Partnership nor any of the partners shall have any rights, by virtue of this Agreement, in and to the independent ventures or the income or profits derived from them.

**CONVEYANCES:**

18. Any deed, mortgage, lease, contract of sale, or other commitment purporting to convey or encumber the interest of the Partnership in all or any portion of any real or personal property at any time owned or leased by the Partnership shall be signed by the General Partner, and no other signatures shall be required. No person shall be required to inquire into the authority of any individual to sign any documents pursuant to the provisions of this Article.

**NON ASSIGNABILITY:**

19. No Limited Partner shall have the right to substitute an assignee or transferee in his place unless the General Partner shall give his prior written consent, (which shall not be unreasonably withheld) which consent or failure to give shall be binding and conclusive upon all of the parties without the necessity or consent or approval of any of the Limited Partners. As a condition to the admission of any assignee of a Limited Partner as a substituted Limited Partner, such assignee shall execute and acknowledge such instrument, in form and substance satisfactory to the General Partner as the General Partner shall deem necessary or desirable to effectuate such substitution and to confirm Agreement of the individual being admitted as such substituted Limited Partner to be bound by all of the terms and provisions of this Agreement.

Any such substituted Limited Partner shall pay all reasonable expenses in connection with his admission to the Partnership, including, but not limited to, the cost of the preparation, filing and publishing of any amendment of Certificate of Limited Partnership deemed necessary or desirable by the General Partner. In no event shall a limited partnership interest or any portion of it be assigned or transferred to a minor or incompetent, nor shall portions of any Limited Partnership interest be assigned in lesser fractional amounts than may have been authorized by the General Partner under Article 8.

#### **DEATH OF A LIMITED PARTNER:**

20. The death of a Limited Partner shall not dissolve or terminate the Partnership. In the event of such death, the Personal Representative of the deceased Limited Partner shall have all the rights of a Limited partnership in the Partnership to the extent of the deceased's interest, subject to the terms and conditions of this Agreement, and without any proceedings for substitution.

#### **FORMATION OF NEW PARTNERSHIP AFTER DISSOLUTION:**

21. (a) Upon the occurrence of the dissolution of the partnership at the end of its term, or its prior dissolution by reason of the bankruptcy, retirement or death of the General Partner, the Original Limited Partners or their successors in interest shall have the right (but not the obligations) to form a new Limited Partnership under the Limited Partnership Law of the State of Florida (hereafter called the "New Partnership") to engage in the same business as this Partnership, employing the assets and name of this Partnership. The Original Limited Partners, promptly after receipt of notice or knowledge of the events causing the dissolution of this Partnership, shall give written notice of the happening of such event to the then Limited Partners.

If any then Limited Partner shall elect not to become a Limited Partner of the New Partnership in the event of the determination of the Original Limited Partner to form the New Partnership, such Limited Partner shall give written advice of such election to the Original Limited Partners no later than fifteen days after the mailing of the notice, whereupon this Partnership shall be dissolved. Each then Limited Partner who has not so advised the Original Limited Partners of such election shall be deemed to have consented to become a limited partner of the New Partnership (such Limited Partners being hereafter called the "Consent Limited Partners")

(b) The Original Limited Partners shall determine whether to form the New Partnership not later than six months following receipt of notice or knowledge of the event causing dissolution of this Partnership. If the Original Limited Partners shall so determine to form the New Partnership, they shall engage a new General Partner and promptly notify the other Limited Partners of said General Partner's name and address.

(c) After the information of the New Partnership, the within Partnership Agreement, as it may have been amended from time to time, shall be deemed further amended to conform to the changes reflected in the Certificate of Limited Partnership filed for the New Partnership and as so amended shall govern the rights of the partners in the New Partnership.

(d) Each of the Limited Partners signatory to this Agreement does irrevocably constitute and appoint the new General Partner his true and lawful attorney, in his name, place and stead, to execute and acknowledge any and all instruments contemplated by the provisions of this Article, and, by way of extension and not in limitation, to do all such other things as shall be necessary or advisable in connection with the formation of the New Partnership under the laws of the State of Florida, it being expressly understood and intended by each of the Limited Partners that the foregoing power of attorney is coupled with an interest and shall survive the

delivery of an assignment of Limited Partnership interest in the same manner as provided in Article 19. A similar power of attorney shall be one of the powers which the General Partner shall be deemed to be given by an assignee of a Limited Partner as a condition of his admission as a substituted Limited Partner.

#### **DISTRIBUTION OF DISSOLUTION:**

22 Upon the dissolution and termination of the Partnership, the then General Partner shall proceed to the liquidation of the Partnership, and, except as provided in Article 21, the proceeds of such liquidation shall be applied and distributed in the following order of priority:

(a) To the payment of debts and liabilities of the Partnership (other than any loans or advances that may have been made by the partners to the Partnership) and the expenses of liquidation.

(b) To the setting up of any reserves which the General Partner may deem reasonable necessary for any contingent or unforeseen liabilities or obligations of the Partnership. The reserves shall be paid over by the General Partner to an attorney at law or a registered real estate broker of the State of Florida, as escrowee, to be held by him for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies and, at the expiration of such period as the General Partner shall deem advisable, to distribute the balance thereafter remaining in the manner hereafter provided.

(c) To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then prorate on account.

(d) Any balance remaining to be distributed in the following sequence:

(i) Each additional limited Partner to receive as much of his original cash capital contribution to the Partnership as shall not have previously been distributed to him.

(ii) Any balance then remaining to be apportioned among all of the Limited Partners and General Partner, pro-rata, in proportion to their respective original contributions of capital to the Partnership.

A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize the normal losses attendant upon the liquidation.

Each of the partners shall be furnished with a statement prepared by the Partnership's then accountants, which shall set forth the assets and liabilities of the Partnership as at the date of complete liquidation. Upon the General Partner complying with the foregoing distribution plan (including payment over to the escrowee, if there are sufficient funds), the Limited Partners shall cease to be such, and the General Partner, as the sole remaining Partner of the Partnership, shall execute, acknowledge and cause to be filed a certificate of cancellation of the Partnership.

Anything in this Agreement to the contrary notwithstanding, the General Partner shall not be individually liable for the return of the capital contributions of Limited Partners, or any portion of such contributions, it being expressly understood that any such return shall be made solely from Partnership assets.

#### **WITHDRAWAL BY LIMITED PARTNERS:**

23. No Limited Partner shall withdraw from the Partnership except as previously provided in this Agreement.



**POWER OF ATTORNEY:**

24. In addition to the power of attorney contained in Article 22, each of the Limited Partners signatory to this Agreement irrevocably constitutes and appoints the General Partner his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file:

(a) A certificate of Limited Partnership under the laws of the State of Florida; and

(b) Any certificate or other instrument which may be required to be filed by the Partnership under the laws of the State of Florida or which the General Partner shall deem it advisable to file; and

(c) Any and all amendment or modifications of the instruments described in the preceding subdivisions (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the Partnership, it being expressly understood and intended by each of the Limited Partners that the foregoing power of attorney is coupled with an interest.

In the discretion of the General Partner the Partnership may, but shall not be obliged to make, or revoke the election referred to in Section 754 of the U.S. Internal Revenue code of 1954 or any similar provision enacted in lieu of that section. Each of the Partners agrees that if such election has been made he will supply to the Partnership the information necessary, properly to give effect to such election.

**VARIATIONS IN PROVISIONS:**

25. All pronouns and any variations of such provisions shall be deemed to refer to the masculine, feminine, singular or plural as the identity of the person or persons may require.

**OPINION OF COUNSEL:**

20. The doing of any act or the failure to do any act by the General Partner, the effect of which may cause or result in loss or damage to the Partnership, if pursuant to opinion of legal or other professional counsel employed by the General Partner on behalf of the Partnership, shall not subject the General Partner to any liability.

**NOTICE:**

27. Until contrary written notice be given to the Partnership or to all of the partners, all notices provided for in this Agreement shall be directed to the parties at the addresses set forth in this Agreement and to the Partnership at its principal offices, 2035 Southeast 58th Avenue, Ocala, Florida 34471, by registered or certified mail.

**ARBITRATION:**

28. Any dispute or controversy arising under, out of, in connection with or in relation to this Agreement, and any amendments to the Agreement or its breach, or in connection with the formation, operation or dissolution of the Partnership, shall be determined and settled by arbitration in Florida, in accordance with the Rules of the American Arbitration Association then obtaining. Any award rendered on such arbitration shall be final and binding on each and all of the partners and judgment may be entered in any court having jurisdiction.

**BINDING:**

29. This Agreement shall be binding upon all of the parties and their estates, heirs or legatees.

**APPLICABLE LAW:**

30. This Agreement and the rights of the parties under it shall be interpreted in accordance with the laws of the State of Florida.

**AGREEMENT IN COUNTERPARTS:**

32. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties, notwithstanding that all the parties are not signatory to the original or the same counterpart.

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

SWORN to and subscribed this 10th day of May, 1998.

Signed, sealed and delivered  
in our presence:

\_\_\_\_\_  
Signature of 1st witness

\_\_\_\_\_  
Printed name of 1st witness

\_\_\_\_\_  
Signature of 2nd witness

\_\_\_\_\_  
Printed name of 2nd witness

\_\_\_\_\_  
Signature of 1st witness

\_\_\_\_\_  
Printed name of 1st witness

\_\_\_\_\_  
Signature of 2nd witness

\_\_\_\_\_  
Printed name of 2nd witness

**ATLANTIS FINANCIAL SERVICES, INC.,**  
a Florida Corporation, as General Partner

By: \_\_\_\_\_  
Rainer "Ray" D. Funk, President

**RAINER "RAY" D. FUNK,**  
as Limited Partner

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 1996, by  
RAINER "RAY" D. FUNK, as President of ATLANTIS FINANCIAL SERVICES, INC., a Florida  
Corporation.



WANDA H. BRADLEY  
MY COMMISSION # 00429003 EXPIRES  
12/15/98  
RENEWED THREE TIMES FOR INSURANCE, ETC.

NOTARY PUBLIC

Sign: \_\_\_\_\_

Print: Wanda H. Bradley

State of Florida at Large

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

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 1996, by  
RAINER "RAY" D. FUNK.



WANDA H. BRADLEY  
MY COMMISSION # 00429003 EXPIRES  
12/15/98  
RENEWED THREE TIMES FOR INSURANCE, ETC.

NOTARY PUBLIC

Sign: \_\_\_\_\_

Print: Wanda H. Bradley

State of Florida at Large

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

(c:llmpart)

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

**ACCEPTANCE OF REGISTERED AGENT**

I, RAINER "RAY" D. FUNK, accept the office of Registered Agent of ATLANTIS VENTURE INVESTMENT, LTD. I am located at 2935 Southeast 58th Avenue, Ocala, Florida 34471, the registered office of this Limited Partnership.

  
RAINER "RAY" D. FUNK, Registered Agent

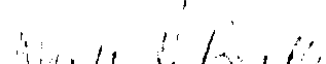
STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me, the undersigned authority, by RAINER "RAY" D. FUNK on the 24th day of May, 1996.

NOTARY PUBLIC



WANDA H. BRADLEY  
MY COMMISSION # 00420005 EXPIRES  
November 15, 1998  
BONDED THRU TROY PAUL INSURANCE, INC.

Sign:   
Print: Wanda H. Bradley  
State of Florida at Large (SEAL)  
My Commission Expires:

Personally known ✓ or produced identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

(c:limpart)

AFFIDAVIT OF CAPITAL CONTRIBUTION OF LIMITED PARTNERS  
OF ATLANTIS VENTURE INVESTMENT, LTD.

STATE OF FLORIDA  
COUNTY OF MARION

BEFORE ME RAINER "RAY" D. FUNK as President of ATLANTIS FINANCIAL SERVICES, INC., a Florida Corporation, the General Partner, and Individually as the Limited Partner of ATLANTIS VENTURE INVESTMENT, LTD., a Florida Limited Partnership, hereby acknowledges that the capital contributed to said Limited Partnership by him as the original Limited Partner is \$10,000.00 and the expected contributions to said Limited Partnership by other Limited Partners will be \$500,000.00.

NOTARY PUBLIC



WANDA H. BRADLEY  
MY COMMISSION # CC420005 EXPIRES  
November 15, 1990  
BONDED THRU TROY FARM INSURANCE, INC.

Sign: Wanda H. Bradley  
Print: Wanda H. Bradley  
State of Florida at Large  
My Commission Expires:

Personally known ✓ or produced Identification \_\_\_\_\_  
Type of Identification produced \_\_\_\_\_

A9600000/083

Requester's Name

Address

City/State/Zip Phone #

700002040507-15  
-12/30/96-01003-012  
\*\*\*1259.15 \*\*\*1259.15

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1 (Corporation Name) (Document #)  
2 (Corporation Name) (Document #)  
3 (Corporation Name) (Document #)  
4 (Corporation Name) (Document #)

☐ Walk in ☐ Pick up time ☐ Certified Copy  
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

| NEW FILINGS       | AMENDMENTS                                    |
|-------------------|---|
| Profit            | <input checked="" type="checkbox"/> Amendment |
| NonProfit         | Resignation of R.A., Officer/Director         |
| Limited Liability | Change of Registered Agent                    |
| Domestication     | Dissolution/Withdrawal                        |
| Other             | Merger  |

| OTHER FILINGS    | REGISTRATION/QUALIFICATION |
|------------------|----------------------------|
| Annual Report    | Foreign                    |
| Fictitious Name  | Limited Partnership        |
| Name Reservation | Restatement                |
|                  | Trademark                  |
|                  | Other                      |

*Amendment*  
*concerning contribution*  
*1 3 659,679.00*

Examiner's Initials *ckc*

A9600000/083

**Supplemental Affidavit of Capital Contributions**  
**for a Florida Limited Partnership**

The undersigned, constituting all of the general partners of Atlantis Venture Investment, Ltd., a Florida Limited Partnership, executed this supplemental affidavit filed pursuant to section 620.112, Florida Statutes.

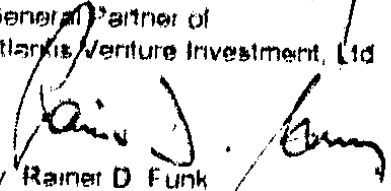
The total amount of the capital contributions of the limited partners is \$689,078.

This 15th day of December, 1990.

Further affiant saith not.

Under the penalties of perjury we declare that we have read the foregoing and that the facts are true, to the best of our knowledge and belief.

Atlantis Financial Services, Inc.  
General Partner of  
Atlantis Venture Investment, Ltd.

  
by Rainer D. Funk  
President

RECORDED  
INDEXED  
SERIALIZED  
FILED  
NOV 20 1990  
CLERK OF CIRCUIT COURT  
IN AND FOR THE COUNTY OF  
DADE, FLORIDA





**CERTIFICATE OF AMENDMENT**  
**TO**  
**AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF**  
**ATLANTIS VENTURE INVESTMENT, LTD.**

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida Limited Partnership, whose certificate was filed with the Florida Department of State on June 7, 1990, adopts the following certificate of amendment to its certificate of limited partnership:

**FIRST:** The following paragraphs of the Agreement and Certificate of Limited Partnership are amended as follows:

Paragraph 3(a) is amended to read:

"(a) purchase land with the intentions to develop and/or re-sell same, either improved or unimproved;"

Paragraph 17(a)(i) is amended to read:

"(i) A monthly fee for general office expenses equal to .002 times all capital (including all capital contributions by all limited partners, as well as all indebtedness of the partnership) as shown on the books of the partnership as of month's end for the preceding month."

Paragraph 17(b) is amended to read:

"(b) Limited Partners. No Limited Partner shall participate in or interfere in any manner whatsoever with the management of the Partnership, or the sale, lease or refinancing of its assets. A Limited Partner shall have the right to withdraw his capital contribution upon the dissolution or otherwise of the Partnership as provided in this Agreement; provided, however, that no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the Partnership (except liabilities to partners on account of their contributions) have been paid, and the Partnership has liquid assets sufficient to pay them. In the event the Partnership has suffered losses, the Limited Partner may only withdraw that prorata portion of his capital contribution that would result if all Limited Partners then withdrew their capital contributions. No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution, nor shall any Limited Partner have the right to require the Partnership's liquidation of real estate to facilitate said Limited Partner's withdrawal, provided

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PM 12:00

however that the Partnership shall arrange for the return of the Limited Partner's capital contribution within sixty (60) months of the date of the General Partner's receipt of the Limited Partner's written request for same. The Limited Partners hereby consent to any sale or other disposition, encumbrance, mortgage or lease (or modification, cancellation or replacement of any existing mortgage or lease) by the General Partner on behalf of the Partnership, of any or all of the Partnership's assets on such terms and conditions as may be determined by the General Partner in his sole discretion, and to the employment, when and if required, of such brokers, agents and attorneys as the General Partner from time to time may determine. Should a Limited Partner desire to withdraw his capital contribution prior to dissolution of the partnership and the Partnership can comply with said request in accordance with the terms hereof, the Partnership may retain the following amount of the withdrawing Limited Partner's capital contribution:

- (i) Withdrawal within 1 year (of first contribution) - 3% of total capital contributed
- (ii) Withdrawal within 2 years (of first contribution) - 2% of total capital contributed
- (iii) Withdrawal within 3 years (of first contribution) - 1% of total capital contributed
- (iv) Withdrawal after 3 years (of first contribution) - No fee

**SECOND:** This certificate of amendment shall be effective at the time of its filing with the Florida Department of State

**THIRD:** Signature of current general partner

ATLANTIS FINANCIAL SERVICES, INC.,  
a Florida Corporation (as General Partner  
of ATLANTIS VENTURE INVESTMENT, LTD.)

By:

  
Rainer 'Ray' D. Funk

FILED  
7-3-80  
12:00

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of January, 1997 by Rainer "Ray" D. Funk, as President of ATLANTIS FINANCIAL SERVICES, INC. (General Partner of ATLANTIS VENTURE INVESTMENT, LTD.)

NOTARY PUBLIC



WANDA H. BRADLEY  
MY COMMISSION EXPIRES  
JANUARY 16, 1998  
HIMSELF THREE TEN FOUR NINE TWO SE.

Sign Wanda H. Bradley  
Print Wanda H. Bradley  
State of Florida at Large  
My Commission Expires

Personally known ✓ or produced identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_  
(c att-funk)

A96000001083

GREGORY S. FLANAGAN, P.A.  
ATTORNEY AT LAW

210 NORTH EAST 26TH AVENUE  
FLOOR 200  
CORAL GABLES, FLORIDA 33470-0032

TELEPHONE (305) 742-2773

TELEFAX (305) 742-5400

January 31, 1997

Florida Department of Revenue  
Division of Corporations  
400 East Gaines Street  
Tallahassee, Florida 32300

RECEIVED  
FEB 3 1997  
FEB 3 1997

Re: Atlantis Venture Investment, Ltd

Dear Sir:

Enclosed please find the following:

1. Supplemental Affidavit of Capital Contributions for a Limited Partnership together with check number 1062 in the amount of \$1,750.00 for filing same.
2. Certificate of Amendment to Agreement and Certificate of Limited Partnership of Atlantis Venture Investment, Ltd together with check number 1064 in the amount of \$52.50 for filing same.

Should you have any questions regarding the enclosed, please do not hesitate to contact me at my office. Thank you

Sincerely,

GREGORY S. FLANAGAN, P.A.

*Gregory S. Flanagan*  
Gregory S. Flanagan

FILED  
FEB 3 1997  
FEB 3 1997

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|                   |                 |
|-------------------|-----------------|
| Name              | GSF:whb         |
| Availability      |                 |
| Enclosures        | As Stated Above |
| Document          |                 |
| (Clerk-secretary) |                 |

increasing  
contributions  
to  
\$2,000,000.00

**SUPPLEMENTAL AFFIDAVIT OF CAPITAL CONTRIBUTION  
FOR A LIMITED PARTNERSHIP**

The undersigned, constituting the sole General Partner of ATLANTIS VENTURE INVESTMENT LTD., a Florida Limited Partnership, executed this supplemental affidavit filed pursuant to Section 620.112, Florida Statutes.

The total amount of the capital contributions of the limited partners is \$2,000,000.00.

This 31<sup>st</sup> day of January, 1997.

FURTHER AFFIANT SAYETH NO!

Under penalties of perjury, I declare that I have read the foregoing and that the facts are true to the best of my knowledge and belief.

GENERAL PARTNER  
ATLANTIS FINANCIAL SERVICES, INC. (General  
Partner of ATLANTIS VENTURE INVESTMENT,  
LTD.)

By

Rainer "Ray" D. Funk  
Rainer "Ray" D. Funk, President

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of January, 1997, by Rainer "Ray" D. Funk, as President of ATLANTIS FINANCIAL SERVICES, INC., (General Partner of ATLANTIS VENTURE INVESTMENT, LTD.)

NOTARY PUBLIC



WANDA H. BRADLEY  
MY COMMISSION EXPIRES  
November 11, 1998  
NOTARY PUBLIC - STATE OF FLORIDA

Sign

Print

State of Florida at Large

My Commission Expires

Personally known ✓ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

(c att-funk)