



THE UNITED STATES  
CORPORATION  
COMPANY

# A97000002225

ACCOUNT NO. : 072100000032

REFERENCE : 565682 82170A

AUTHORIZATION :

*Patricia Pujols*

COST LIMIT : \$ 539.00

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SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53

ORDER DATE : October 15, 1997

ORDER TIME : 1:05 PM

ORDER NO. : 565682-005

CUSTOMER NO: 82170A

CUSTOMER: Donald J. Kisslan, Esq.  
HENDERSON & KISSLAN

400002321144--0

Suite 119  
4431 S.w. 64th Avenue  
Davie, FL 33314

DOMESTIC FILING

NAME: COMCO SECURITY PARTNERS 1000,  
LTD

EFFECTIVE DATE:

ARTICLES OF INCORPORATION  
XX CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Warren Whittaker

EXAMINER'S INITIALS:

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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

*10/15/97*

*BK*

**CERTIFICATE OF LIMITED PARTNERSHIP**

**AND**

**AGREEMENT**

**OF**

**COMCO SECURITY PARTNERS 1000, LTD.**

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THE UNDERSIGNED, desiring to form a limited partnership pursuant to Chapter 620, of the Florida Statutes, upon being duly sworn, do hereby swear and certify as follows:

**I**

**NAME OF LIMITED PARTNERSHIP**

The name of the Limited Partnership herein formed shall be COMCO SECURITY PARTNERS 1000, LTD. However, the General Partner may select such additional fictitious names or business names as he may desire and register such fictitious names in accordance with the applicable laws.

**II**

**CHARACTER AND BUSINESS OF LIMITED PARTNERSHIP**

The business to be conducted by the Limited Partnership shall be to acquire, hold, maintain, operate, own, lease, improve, sell, exchange and otherwise dispose of 1,000 security modems for profit and to engage in any and all activities related or incidental thereto. The Limited Partnership shall make its investments and otherwise conduct its operations in such areas as may be selected by the General Partner and with principal interests in investments in the State of Florida and within the United States of America.

**III**

**LOCATION OF THE PRINCIPAL PLACE OF BUSINESS, MAILING ADDRESS,  
NAME AND ADDRESS OF AGENT FOR SERVICE OF PROCESS**

The principal place of business and the mailing address of the Limited Partnership will be c/o InterWave, Inc., 6490 Griffin Road, Suite 101, Davie, FL 33314, Broward County, Florida, with such additional offices as may be selected by the General Partner. The street address of the initial registered office of the Limited Partnership is c/o InterWave, Inc., 6490 Griffin Road, Suite 101, Davie, FL 33314, and the name of the initial registered agent of this Limited Partnership and at that address is John F. Flood, a

resident of the State of Florida.

IV

NAME AND BUSINESS OF EACH GENERAL PARTNER

| <u>Name of General Partner</u> | <u>Business Address</u>  |
|--------------------------------|--|
| John F. Flood                  | c/o InterWave, Inc.<br>6490 Griffin Road<br>Suite 101<br>Davie, FL 33314 |

V

NAME AND ADDRESS OF EACH LIMITED PARTNER

| <u>Name of Limited Partner</u>  | <u>Address</u>                                 |
|---|--|
| Patti Daly Blase<br>custodian for Brendan Albert Blase                                      | 15240 SW 31 Court<br>Davie, FL 33331           |
| Patti Daly Blase<br>custodian for Justin John Blase   | 15240 SW 31 Court<br>Davie, FL 33331           |
| Patti Blase and Allen Blase,<br>as joint tenants with right of<br>survivorship              | 15240 SW 31 Court<br>Davie, FL 33331           |
| Virginia Blase  | 1034 SW 119 Way<br>Davie, FL 33325             |
| Wes Evans and Theda P. Evans,<br>as joint tenants with right of<br>survivorship             | 1111 NW 74 Street<br>Plantation, FL 33313      |
| John F. Flood   | 801 East Tropical Way<br>Plantation, FL 33317  |
| Jessica Freundlich  | 202 Myrtle Street<br>Haworth, NJ 07641         |
| Todd Freundlich   | 4972 Cloister Drive<br>Rockville, MD 20252     |
| Werner Freundlich and<br>Barbara Freundlich, as joint<br>tenants with right of survivorship | 202 Myrtle Street<br>Haworth, NJ 07641         |
| Jason Kaufman   | 10707 SW 5th Court<br>Ft. Lauderdale, FL 33325 |

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| <u>Name of Limited Partner</u>  | <u>Address</u>                                |
|---|---|
| Jason Kaufman   | 10707 SW 51 Court<br>Ft. Lauderdale, FL 33326 |
| Diane Daly  | 15240 SW 31 Court<br>Davie, FL 33331          |
| Patricia Shortel  | 15240 SW 31 Court<br>Davie, FL 33331          |
| Jacob E. Smutter  | 2971 SW 108 Way<br>Davie, FL 33328            |
| Frank Vicino and Rosemary Vicino,<br>as joint tenants with right of<br>survivorship | 9361 SW 54 Street<br>Cooper City, FL 33328    |

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#### VI

#### TERM OF EXISTENCE OF LIMITED PARTNERSHIP

The partnership shall begin business upon the filing of this certificate with the Department of State of Florida and shall continue until January 31, 2000, unless earlier terminated by the written agreement of the holders of a majority of the total partnership interests.

#### VII

#### INTEREST OF PARTNERS

The General Partner shall own a total interest in the partnership of 1.00% and the Limited Partners shall own a total interest in the partnership of 99.0%.

#### VIII

#### SPECIFIC INTEREST OF THE GENERAL PARTNER

The specific equity interest of the General Partner shall be as follows:

John F. Flood 1.0%

Total equity interest of General Partner: 1.0%.

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IX

SPECIFIC INTEREST OF EACH LIMITED PARTNER AND AMOUNT OF  
CASH CONTRIBUTED BY EACH LIMITED PARTNER

The specific equity interest and amount of cash contributed by each Limited Partner is as follows:

| <u>Name of Limited Partner</u>  | <u>Unit</u> | <u>% Interest</u> | <u>Cash<br/>Contributed</u> |
|---|-------------|-------------------|-----------------------------|
| Patti Daly Blase<br>custodian for Brendan Albert Blase                                      |             | 1.55%             | 1,000.                      |
| Patti Daly Blase<br>custodian for Justin John Blase   |             | 1.55%             | 1,000.                      |
| Patti Blase and Allen Blase, as<br>joint tenants with right of<br>survivorship              |             | 3.10%             | 2,000.                      |
| Virginia Blase  |             | 11.575%           | 7,750.                      |
| Wes Evans and Theda P. Evans, as<br>joint tenants with right of<br>survivorship             |             | 1.55%             | 1,000.                      |
| John F. Flood   |             | 15.50%            | 10,000.                     |
| Jessica Freundlich  |             | 7.75%             | 5,000.                      |
| Todd Freundlich   |             | 7.75%             | 5,000.                      |
| Werner Freundlich and Barbara<br>Freundlich, as joint tenants with<br>right of survivorship |             | 15.50%            | \$10,000.                   |
| Jason Kaufman   |             | 3.10%             | 2,000.                      |
| Jason Kaufman   |             | 11.575%           | 7,750.                      |
| Diane Daly  |             | 1.55%             | 1,000.                      |
| Patricia Shortel  |             | 1.55%             | 1,000.                      |
| Jacob E. Smitter  |             | 7.75%             | 5,000.                      |
| Frank Vicino and Rosemary<br>Vicino, as joint tenants with<br>right of survivorship         |             | 7.75%             | 5,000.                      |

Total equity interest of Limited Partners: 99.0%.

None of the Limited Partners shall contribute any property to the partnership.

X

ADDITIONAL CONTRIBUTIONS BY LIMITED PARTNERS

There is no agreement as to any additional contributions to be made by the General Partner or any of the Limited Partners. In the event that additional funds are required to conduct the business of the Limited Partnership, or for the payment of any costs or expenses whatsoever incurred in connection therewith, or for any other partnership purposes whatsoever, such additional funds may be obtained by the General Partner by way of loans from any financial institution, bank, insurance company, savings and loan association, individual, firm, corporation, or from the General Partner or from any or all of the Limited Partners, or from any combination of loans from more than one source.

XI

RETURN OF CONTRIBUTION OF LIMITED PARTNERS

There is no agreement to return the contribution of any Limited Partner except as provided for herein or in the event of a dissolution of the partnership.

XII

DIVISIONS OF PROFITS AND LOSSES

The net profits of the Limited Partnership shall be divided among the partners in the following manner:

| <u>General Partner</u>  | <u>Percentage share of<br/>Net Profits and Losses</u> |
|---|---|
|   | <u>Net Profits</u>                                    |
| John F. Flood   | 1.0%  |
| <u>Limited Partners</u>   | <u>Percentage share of<br/>Net Profits and Losses</u> |
| Patti Daly Blase<br>custodian for Brendan Albert Blase                      | 1.55%   |
| Patti Daly Blase<br>custodian for Justin John Blase                         | 1.55%   |
| Patti Blase and Allen Blase, as joint<br>tenants with right of survivorship | 3.10%   |
| Virginia Blase  | 11.575%   |

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| <u>Limited Partners</u>   | <u>Percentage share of<br/>Net Profits and Losses</u> |
|---|---|
| Wes Evans and Theda P. Evans, as joint<br>tenants with right of survivorship                | 1.55%   |
| John F. Flood   | 15.50%  |
| Jessica Freundlich  | 7.75%   |
| Todd Freundlich   | 7.75%   |
| Werner Freundlich and<br>Barbara Freundlich, as joint<br>tenants with right of survivorship | 15.50%  |
| Jason Kaufman   | 3.10%   |
| Jason Kaufman   | 11.575%   |
| Diane Daly  | 1.55%   |
| Patricia Shortel  | 1.55%   |
| Jacob E. Smitter  | 7.75%   |
| Frank Vicino and Rosemary Vicino, as<br>joint tenants with right of survivorship            | <u>7.75%</u>  |
| TOTAL   | 100.00%   |

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The Federal and State income tax deductions, depreciation and credits shall be allocated to the Limited Partners and the General Partners in the same ratio that they share the net profits of the Limited Partnership. To the extent permitted by law, Limited Partners shall be entitled to such deductions, depreciation and credits in computing taxable income or tax liability.

#### XIII

##### RIGHT OF ASSIGNMENT BY LIMITED PARTNERS

The rights of a Limited Partner to sell, transfer or assign his interest in the Limited Partnership shall be subject to the following conditions:

- (a) The rights must first be offered to the General Partner by written instrument, delivered or sent by certified mail, setting forth the exact terms and conditions of the proposed sale, transfer or assignment and giving the General Partner thirty (30) days within which to accept the offer;

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- (b) In the event the General Partner declines to purchase the interest of any Limited Partner within the time specified in subparagraph (a) hereinabove, the rights must then be offered to the remaining Limited Partners by written instrument, delivered by certified mail to each Limited Partner, setting forth the terms and conditions of the proposed sale, transfer or assignment and giving the Limited Partners thirty (30) days within which to accept the offer; the acceptance of the Limited Partner bearing the earliest postmark shall be the one deemed to have accepted the offer;
  - (c) A Limited Partner's right to sell, transfer or assign such Limited Partner's interest, pursuant to paragraph (b) above, shall still be subject to such Limited Partner obtaining the prior written approval of the General Partner to such sale, transfer or assignment, which approval shall not be unreasonably withheld.

#### XIV

##### ASSIGNMENT BY GENERAL PARTNER

The rights of the General Partner to sell, transfer or assign all or any part of its interest in the partnership shall be subject to the following conditions:

- (a) The rights must first be offered to the Limited Partners by written instrument, delivered or sent by certified mail, setting forth the exact terms and conditions of the proposed sale, transfer or assignment and giving the Limited Partner thirty (30) days within which to accept the offer;
- (b) In the event the Limited Partners do not accept the offer, the General Partner may then proceed to sell, transfer or assign its interests; such sale, assignment or transfer shall not be deemed to be complete until payment of a nominal fee to defray the costs to be incurred in connection with the amendment of the Limited Partnership Certificate, but not to exceed the sum of Two Hundred Fifty and 00/100 (\$250.00) Dollars;
- (c) The General Partner's right to sell, transfer or assign such General Partner's interest, pursuant to paragraph (b) above, shall be subject to such General Partner obtaining the prior written approval of seventy-five (75%) percent of the Limited Partners to such sale, transfer or assignment, which approval shall not be unreasonably withheld.



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XV

RIGHT TO ADMIT ADDITIONAL LIMITED PARTNERS

Additional Limited Partners may be admitted upon affirmative vote of not less than seventy-five (75%) percent of the total partnership interests.

XVI

PRIORITY OF LIMITED PARTNERS

No Limited Partner shall have any priority over any other additionally admitted Limited Partner with respect to contributions or as to compensation by way of income or distribution of profits.

XVII

DEATH OF A GENERAL PARTNER

Upon the death, retirement, bankruptcy or insanity of the General Partner, the business of the partnership shall continue for a period of ninety (90) days. The withdrawal of the General Partner for the reasons set forth herein shall not dissolve the partnership nor require the partnership to be wound up, if, within ninety (90) days of the event of withdrawal, all partners agree in writing to continue the business of the Limited Partnership and to the appointment of one or more General Partners.

- (a) If the business of the Partnership shall be continued after the death, retirement or bankruptcy of the General Partner, the status of the estate, legal representatives or successors of the deceased, retired, bankrupt or insane General Partner shall be changed to that of a Limited Partner, but such successor shall continue to receive all distributions and allocations otherwise due such General Partner.
- (b) In the event of the death, retirement, bankruptcy or insanity of the General Partner and the failure of the Limited Partners to elect to continue the business of the partnership as provided herein within ninety (90) days of such occurrence, the Partnership shall forthwith be dissolved and terminated and a Certificate of Cancellation, as required by law, shall be filed.

XVIII

DEATH OF A LIMITED PARTNER

Upon the death or insanity of a Limited Partner, the Limited

Partnership shall not be dissolved. In such event, the Executor, Administrator, Guardian or other personal representative shall be deemed to have the rights of the Limited Partner for the sole purpose of settling the estate of the Limited Partner and disposing of his interest in accordance with the provisions set forth in paragraph XIII hereinabove.

**XIX**

**RIGHT OF LIMITED PARTNER  
TO RECEIVE PROPERTY**

No Limited Partner shall have any right to demand property other than cash in return for his contribution.

**XX**

**NON-LIABILITY OF LIMITED PARTNERS**

No Limited Partner shall have or exercise any rights in connection with the ordinary management and control of the Limited Partnership business. A Limited Partner shall not become liable as a General Partner unless, in addition to the exercise of his rights and powers as a Limited Partner, he takes part in the control of the business, or unless his surname is used in the partnership name.

**XXI**

**RIGHTS, POWERS AND LIABILITIES OF THE GENERAL PARTNER**

The General Partner shall have full, exclusive and complete authority and discretion in the management and control of the business of the Limited Partnership for the purposes herein stated and shall make all decisions affecting the business of the limited partnership. Further, the General Partner shall have all of the rights and powers of a General Partner as provided in the Florida Uniform Limited Partnership Act and as otherwise provides by law, and any action taken by the General Partner shall constitute the act of and serve to bind the Limited Partnership. The General Partner shall manage and control the affairs of the Limited Partnership to the best of his ability and shall use his best efforts to carry out the business of the Limited Partnership as set forth herein and in connection therewith the powers of the General Partner shall include, but not be limited to the power to do the following:

- (a) Acquire, in the Limited Partnership name, interest in security modems;
- (b) Owning, managing, purchasing and selling security modems;

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- (c) Make or have made for the partnership such research reports, economic and statistical data, evaluations, analysis, opinions and recommendations as it may deem necessary to desirable with respect to investment opportunities for the partnership;
  - (d) Manage, operate and develop any Limited Partnership property or investment, and to enter into operating agreements with others with respect to properties acquired by the Limited Partnership containing such terms, provisions and conditions as the General Partner shall approve;
  - (e) Enter into and execute (1) agreements and any and all documents and instruments customarily employed in the security modem industry in connection with the acquisition and sale of the security modems, as well as personal or mixed property connected therewith; and (2) all other instruments deemed by the General Partner to be necessary or appropriate to the proper operation of such inventories of modems;
  - (f) Sell, lease, trade, exchange or otherwise dispose of all or any portion of Limited Partnership property upon such terms and conditions and for such consideration as the General Partner deems appropriate;
  - (g) Borrow money from banks, other lending institutions and other lenders for any Limited Partnership purpose, and in connection therewith to issue notes, mortgages, security agreements, debentures and other debt securities and to hypothecate the assets of the Limited Partnership to secure repayment of the borrowed sums; and no bank, other lending institution or other lender to which application is made for a loan by the General Partner shall be required to inquire as to the purposes for which such loan is sought; and, as between this Limited Partnership and such bank, other lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under this Agreement;
  - (h) Invest Limited Partnership assets in bank savings accounts, savings and loan associations, commercial paper, government securities, certificates of deposit, and other short-term interest bearing obligations;
  - (i) Obtain replacements of any mortgage or mortgages related in any way to the property owned by the Limited Partnership, and to repay in whole or in part, refinance,

recast, modify, consolidate or extend any mortgage affecting any such property;

- (j) Enter into agreements and contracts with parties and to give receipts, releases and discharges, with respect to all of the foregoing and any matters incident thereto as the General Partner may deem advisable or appropriate;
- (k) Maintain, at the expense of the Limited Partnership, adequate records and accounts of all operations and expenditures and furnish the Limited Partners with semi-annual statements of accounts as of the end of each partnership fiscal year, together with tax reporting information;
- (l) Purchase at the expense of the Limited Partnership liability, casualty and other insurance to protect the Limited Partnership's properties and business, and contract for the operation of specific properties;
- (m) Perform any and all other acts or activities customary or incident to the acquisition, ownership, management, improvement, leasing and disposition of security modems, and;
- (n) Make such elections under the tax laws of the United States, Florida and other relevant jurisdictions as to the treatment of items of Limited Partnership income, gain, loss, deduction and credit, and as to all other relevant matters as they believe necessary or desirable.

The General Partner, his designees and nominees shall not be liable for, and to the extent of its assets the Limited Partnership shall indemnify such parties against liability resulting from errors in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct or gross negligence. The General Partner shall devote such time to the Limited Partnership as they, in their sole discretion shall deem to be necessary to manage and supervise the Limited Partnership business and affairs in an effective and productive manner.

The General Partner shall have no authority to do any of the following acts without the written consent or ratification of all the Limited Partners, to-wit:

- (a) Do any act in contravention to this certificate;
- (b) Do any act which would make it impossible to carry on the ordinary business of the partnership;
- (c) Confess a judgment against the partnership;
- (d) Possess partnership property or assign rights in specific

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partnership property for other than a partnership purpose;

- (e) Admit a person as a General Partner;
- (f) Admit a person as a Limited Partner (except in accordance with the procedure set forth hereinabove);
- (g) Continue the business with partnership property on the death, retirement or insanity of a General Partner (except in accordance with the procedure set forth hereinabove).

## XXII

### RIGHTS AND LIABILITIES OF LIMITED PARTNERS

Limited partners shall have the same rights as General Partners to:

- (a) Have the partnership books kept at the principal place of business and at all times to inspect and copy any of them;
- (b) Have on demand true and full information of all things affecting the partnership, and a formal account of partnership affairs whenever circumstances render it just and reasonable; and
- (c) Have dissolution and winding up be decree of Court.

The Limited Partners shall also have the following rights of withdrawal of their respective contributions:

- (a) Upon the dissolution of partnership;
- (b) After giving six (6) months notice in writing to all members.

The Limited Partners may have the partnership dissolved and its affairs wound up when any Limited Partner has rightfully but unsuccessfully demanded the return of his contribution, or, the partnership property is insufficient for the payment of such liabilities.

No Limited Partner shall be subject to assessment nor shall any Limited Partner be personally liable for any of the debts of the Limited Partnership or any of the losses thereof in excess of the amount contributed by him to the capital of the Limited Partnership and his share of undistributed profits of the Limited Partnership.

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XXIII

NATURE OF LIMITED PARTNERS' INTEREST

The Limited Partners' interest in the Limited Partnership shall be deemed to be personal property.

XXIV

DISTRIBUTION OF ASSETS UPON DISSOLUTION

In settling accounts after dissolution, the liabilities of the partnership shall be entitled to payment in the following order:

- (a) Those to creditors in the order of priority as provided by law, except those liabilities to Limited Partners on account of their contributions, and to the General Partner;
- (b) Those to Limited Partners in respect to their share of undivided profits;
- (c) Those to Limited Partners in respect to the capital of their contributions;
- (d) Those to the General Partner other than for capital and profits;
- (e) Those to the General Partner in respect to profits;
- (f) Those to the General Partner in respect to capital.

XXV

DISTRIBUTION OF PROFITS

Unallocated net profits shall be distributed quarterly together with a financial statement and report of the partnership business.

XXVI

MANAGEMENT SERVICES BY THE GENERAL PARTNER

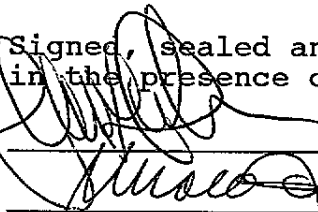
Payments to the General Partner for management services shall not be construed as a profit distribution, but shall be considered as a normal operating expense of the partnership. Any management fee paid to the General Partner shall be approved by no less than seventy-five (75%) percent of the partnership interests and may be altered, reduced, increased or cancelled at any time by a like majority.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 11<sup>th</sup> day of September, 1997.

GENERAL PARTNER

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
STATE OF FLORIDA

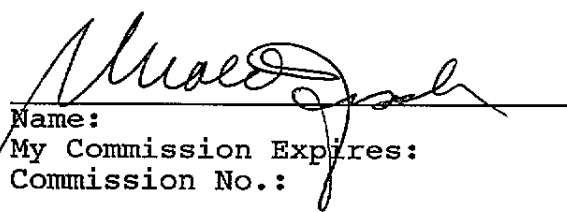
STATE OF FLORIDA

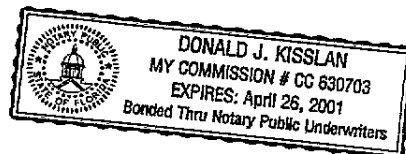
COUNTY OF BROWARD

  
\_\_\_\_\_  
John F. Flood

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(SEAL)

The foregoing instrument was acknowledged before me this 11  
day of SEPTEMBER, 1997 by John F. Flood, who is personally  
known to me, or ~~who produced~~ \_\_\_\_\_ as  
identification.

  
\_\_\_\_\_  
Name:  
My Commission Expires:  
Commission No.:



LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

[Signature]  
Denise C. Ryan

STATE OF FLORIDA

COUNTY OF BROWARD

Patti Daly Blase (SEAL)  
Patti Daly Blase, as custodian  
for Brendan Albert Blase

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The foregoing instrument was acknowledged before me this 9th  
day of September, 1997 by Patti Daly Blase, as custodian  
for Brendan Albert Blase, who is personally known to me, ~~or who~~  
~~produced~~ as identification.

Denise C. Ryan  
Name:  
My Commission Expires:  
Commission No.:



Denise C. Ryan  
MY COMMISSION # CC515412 EXPIRES  
December 15, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.



LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

*Denise C. Ryan*  
*Denise C. Ryan*

STATE OF FLORIDA

COUNTY OF BROWARD

*Patti Daly Blase* (SEAL)  
Patti Daly Blase, as custodian  
for Justin John Blase

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The foregoing instrument was acknowledged before me this 9<sup>th</sup>  
day of September, 1997 by Patti Daly Blase, as custodian  
for Justin John Blase, who is personally known to me, ~~or who~~  
produced as identification.

*Denise C. Ryan*  
Name:  
My Commission Expires:  
Commission No.:



Denise C. Ryan  
MY COMMISSION # CC515412 EXPIRES  
December 15, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.

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LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

*Michael J. Goolsby*  
*Denise C. Ryan*

*Patti Blase* (SEAL)  
*Allen Blase* (SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th  
day of September, 1997 by Patti Blase and Allen Blase, her  
husband, who are personally known to me, ~~or who produced~~  
as identification.

*Denise C. Ryan*  
Name:  
My Commission Expires:  
Commission No.:



Denise C. Ryan  
MY COMMISSION # CC515412 EXPIRES  
December 15, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.

LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

Mario J. Sall  
Deise C. Pires

Virginia Blase  
Virginia Blase

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STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18<sup>th</sup>  
day of SEPTEMBER, 1997 by Virginia Blase, who is personally  
known to me, ~~or who produced~~ \_\_\_\_\_ as  
identification.

Mario J. Sall  
Name:  
My Commission Expires:  
Commission No.:

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LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

Wes Evans (SEAL)  
Wes Evans

Theda P. Evans (SEAL)  
Theda P. Evans

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30  
day of September, 1997 by Wes Evans and Theda P. Evans, his  
wife, who are personally known to me, or who produced  
as identification.



CHARLOTTE B. PARKER  
My Comm Exp. 5/31/98  
Bonded By Service Ins  
No. CC376776

☒ Personally Known ☐ Other I.D.

Charlotte B. Parker  
Name: Charlotte B. Parker  
My Commission Expires: 5/31/98  
Commission No.: CC 376776

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LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

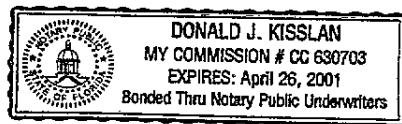
STATE OF FLORIDA

COUNTY OF BROWARD

John F. Flood (SEAL)  
John F. Flood

The foregoing instrument was acknowledged before me this 13<sup>th</sup>  
day of October, 1997 by John F. Flood, who is personally  
known to me, or who produced \_\_\_\_\_ as  
identification.

[Signature]  
Name:  
My Commission Expires:  
Commission No.:



FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53

LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

Denise Hoffman

Jessica Freundlich (SEAL)  
Jessica Freundlich

STATE OF New Jersey

COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 25<sup>th</sup>  
day of September, 1997 by Jessica Freundlich, who is  
personally known to me, or who produced  
as identification.

Denise B. Hoffman

Name:

My Commission Expires:

Commission No.:

Denise B. Hoffman  
Notary Public of New Jersey  
My Comm. Expires 2/26/98

FILED STATE  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53

LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
*[Signature]*

STATE OF

COUNTY OF

*Wash*  
*D.C.*

*[Signature]*  
Todd Freundlich (SEAL)

The foregoing instrument was acknowledged before me this 26th  
day of Sept, 1997 by Todd Freundlich, who is  
personally known to me, or who produced  
as identification.

*[Signature]*  
Name:

My Commission Expires:

Commission No.:

**My Commission Expires September 30, 1998**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53

LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

Denise Hoffman

Werner Freundlich (SEAL)

Werner Freundlich

Barbara Freundlich (SEAL)

Barbara Freundlich

STATE OF New Jersey

COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 25<sup>th</sup>  
day of September, 1997 by Werner Freundlich and Barbara  
Freundlich, his wife, who are personally known to me, or who  
produced \_\_\_\_\_ as identification.

Denise B. Hoffman

Name:

My Commission Expires:

Commission No.:

Denise B. Hoffman  
Notary Public of New Jersey  
My Comm. Expires 2/26/98



LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

Jason Kaufman  
Denise C. Ryan

Jason Kaufman

FILED STATE  
SECRETARY OF CORPORATIONS  
97 OCT 15 PM 2:53  
(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8<sup>th</sup>  
day of September, 1997 by Jason Kaufman, who is personally  
known to me, or who produced SS card # 592-50-7639 as  
identification.

Denise C. Ryan  
Name:  
My Commission Expires:  
Commission No.:



Denise C. Ryan  
MY COMMISSION # CC515412 EXPIRES  
December 15, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.

LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

Jason Kaufman  
Denise C. Ryan

Jason Kaufman  
Jason Kaufman

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53  
(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8  
day of September, 1997 by Jason Kaufman, who is personally  
known to me, or who produced SS card #592-50-7639 as  
identification.

Denise C. Ryan  
Name:  
My Commission Expires:  
Commission No.:



Denise C. Ryan  
MY COMMISSION # CC515412 EXPIRES  
December 15, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53

LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

M. J. [Signature]  
Denise C. Ryan

Diane Daly (SEAL)  
Diane Daly

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th  
day of September, 1997 by Diane Daly, who is personally  
known to me, ~~or who produced~~ \_\_\_\_\_ as  
identification.

Denise C. Ryan  
Name:  
My Commission Expires:  
Commission No.:



Denise C. Ryan  
MY COMMISSION # CC515412 EXPIRES  
December 15, 1999  
BONDED THRU TROY FAIR INSURANCE, INC.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53

LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

*Michael J. Sasser*  
*Denise C. Ryan*

*Patricia Shortel* (SEAL)  
Patricia Shortel

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9<sup>th</sup>  
day of September, 1997 by Patricia Shortel, who is  
personally known to me, ~~or who produced~~  
as identification.

*Denise C. Ryan*  
Name:  
My Commission Expires:  
Commission No.:

LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

Muelo J. Garcia  
Denise C. Ryan

Jacob E. Smutter  
Jacob E. Smutter

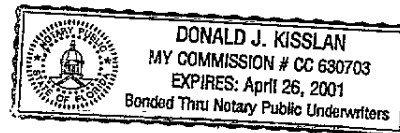
FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53  
(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9<sup>th</sup>  
day of SEPTEMBER, 19 97 by Jacob E. Smutter, who is personally  
known to me, or who produced personally known as  
identification.

Muelo J. Garcia  
Name:  
My Commission Expires:  
Commission No.:



FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53

LIMITED PARTNER

Signed, sealed and delivered  
in the presence of:

Heidi Lindgren  
Paula Murphy

Frank Vicino (SEAL)

Rosemary Vicino (SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22  
day of September, 1997 by Frank Vicino, his wife, who is  
personally known to me, or who produced  
Florida Drivers Licenses as identification.



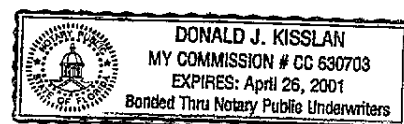
Stephanie D. Soverns  
Name:  
My Commission Expires:  
Commission No.:

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16<sup>th</sup>  
day of SEPTEMBER, 1997 by Rosemary Vicino, who is  
personally known to me, or who produced  
as identification.

Donald J. Kisslan  
Name: Donald J. Kisslan  
My Commission Expires:  
Commission No.:



AFFIDAVIT DECLARING CAPITAL CONTRIBUTIONS OF  
LIMITED PARTNERS AND AMOUNT ANTICIPATED TO BE  
CONTRIBUTED BY LIMITED PARTNERS PURSUANT TO  
FLORIDA STATUTE 620.108

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53

The undersigned desiring to form a limited partnership pursuant to Chapter 620 of the Florida Statutes, upon being duly sworn, do hereby swear and certify that the following are the amounts of capital contributions of the limited partners:

| <u>Name of Limited Partner</u>                         | <u>Cash Contributed</u> |
|--|-------------------------|
| Patti Daly Blase<br>custodian for Brendan Albert Blase | 1,000.                  |
| Patti Daly Blase<br>custodian for Justin John Blase    | 1,000.                  |
| Patti Blase and Allen Blase                            | 2,000.                  |
| Virginia Blase   | 7,750.                  |
| Wes Evans and Theda P. Evans                           | 1,000.                  |
| John F. Flood  | 10,000.                 |
| Jessica Freundlich                                     | 5,000.                  |
| Todd Freundlich  | 5,000.                  |
| Jason Kaufman  | 2,000.                  |
| Jason Kaufman  | 7,750.                  |
| Werner Freundlich and<br>Barbara Freundlich            | \$ 10,000.              |
| Diane Daly   | 1,000.                  |
| Patricia Shortel                                       | 1,000.                  |
| Jacob E. Smitter                                       | 5,000.                  |
| Frank Vicino and Rosemary Vicino                       | 5,000.                  |

The undersigned further swear that there is no agreement as to any additional contributions to be made by any of the limited partners.

COMCO SECURITY PARTNERS 1000, LTD.

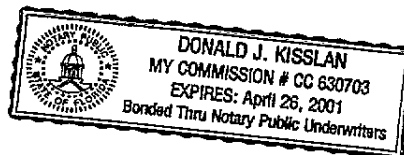
BY: John F. Flood  
John F. Flood General Partner

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of SEPTEMBER, 1997 by John F. Flood, who is personally known to me, or who produced \_\_\_\_\_ as identification.

Donald J. Kisslan  
Name:  
Notary Public:  
My Commission Expires:  
Commission No.:





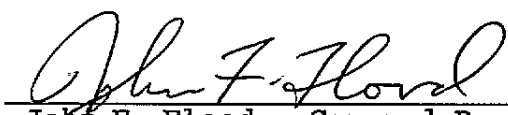
CERTIFICATE DESIGNATING REGISTERED OFFICE  
FOR SERVICE OF PROCESS WITHIN THIS STATE, NAMING  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 620, Florida Statutes, and specifically  
Section 620.105, the following is submitted, in compliance with  
said Act:

FIRST: That COMCO SECURITY PARTNERS 1000, LTD., desiring to  
form a Limited Partnership under the laws of the State of Florida,  
with its registered office, as indicated in the Certificate of  
Limited Partnership in the City of Davie, County of Broward, and  
State of Florida, has named JOHN F. FLOOD, located at 6490 Griffin  
Road, Suite 101, Davie, Florida 33314, County of Broward, and State  
of Florida, as its registered agent to accept service of process  
within this State.

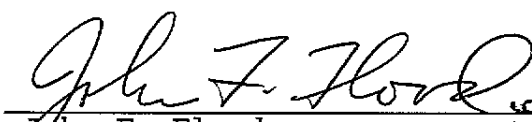
COMCO SECURITY PARTNERS 1000, LTD.

BY:

  
John F. Flood General Partner

SECOND: Having been named to accept service of process for  
the above stated Limited Partnership, at the place designated in  
this certificate, I hereby accept to act in this capacity, and  
agree to comply with the provision of said Act relative to keeping  
open said office, maintaining books and records, and receiving  
service of process.

BY:

  
John F. Flood  
Registered Agent

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 OCT 15 PM 2:53

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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