

A9900002045

Florence DeNapoli
8345 SW 132 Street
Miami, Florida 33156
305-232-2071

June 29, 1999

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

700002920577-3
-07/01/99--01036--001
*****87.50 *****87.50

To Whom It May Concern:

Enclosed find check in the amount of \$ 87.50 to file the document of The Florence V. De Napoli/ Family Partnership, LTD.

Thank you for your help in this matter and address all correspondence and confirmation to :

Florence DeNapoli
8345 SW 132 Street
Miami, Florida 33156

Respectfully yours

Florence DeNapoli

Enc: 1 check

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TALLAHASSEE, FLORIDA

A99-2045

Name	Dr 12-9
Availability	
Document	
Examination	
Indexing	
Transcription	
Verification	
Acknowledgement	
W. P. Vermyer	

December 3, 1999

Florida Department of State
Division of Corporations
Corporate Records
P. O. Box 6327
Tallahassee, Florida 32314
Att:n: Tammi Cline

Reference Number: W99000015853

Dear Ms. Cline:

In response to our telephone conversation earlier today, enclosed please find a revised **AFFIDAVIT OF CAPITAL CONTRIBUTIONS**, changing the amount of the capital contributions by the two limited partners from \$999,000.00 to \$7,500.00, as you advised.

I trust that this change will finally validate the **Florence V. De Napoli Family Partnership Ltd.** and I will be able to receive the letter from you with the raised State of Florida seal which is holding up my being able to access my assets with both Merrill Lynch and my stockbroker.

I would appreciate your prompt attention to this matter as I'm running out of available funds. If you need further information, please advise me. Thank you for your assistance.

Yours truly,

Florence V. De Napoli

Florence V. De Napoli, general partner
Florence V. De Napoli Family Partnership Ltd.
8345 S. W. 132 Street
Miami, Florida 33156-6629

Phone (305) 232-2071

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ROBERT CARLSON, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

15600 SOUTHWEST 288TH STREET
SUITE 305
HOMESTEAD, FLORIDA 33033-1200

ROBERT E. CARLSON, CPA

TEL: (305) 242-1455 • FAX (305) 242-1456

MEMBER

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

September 17, 1999

Florida Department of State
Attn: Tammi Cline
Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

Re: FLORENCE V. DE NAPOLI/FAMILY PARTNERSHIP, LTD.

Enclosed articles returned with the titled Affidavit included on page 21.
You kept our check of \$ 87.50 from our previous letter.

If you have any questions feel free to call or write.

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TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

July 9, 1999

FLORENCE DE NAPOLI
8345 SW 132 STREET
MIAMI, FL 33156

SUBJECT: FLORENCE V. DE NAPOLI/FAMILY PARTNERSHIP, LTD.
Ref. Number: W99000015853

We have received your document for FLORENCE V. DE NAPOLI/FAMILY PARTNERSHIP, LTD. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 620.108, Florida Statutes, requires the affidavit include the amount of capital contributions of the limited partners and the amount anticipated to be contributed.

On the exhibit a needs to be titled Affidavit of capital contributions.,

If you have any questions concerning the filing of your document, please call (850) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 099A00035686

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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 21, 1999

FLORENCE DE NAPOLI
8345 SW 132 STREET
MIAMI, FL 33156

SUBJECT: FLORENCE V. DE NAPOLI/FAMILY PARTNERSHIP, LTD.
Ref. Number: W99000015853

We have received your document for FLORENCE V. DE NAPOLI/FAMILY PARTNERSHIP, LTD. and check(s) totaling \$87.50. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$1697.50. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

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 (15 pages or less, \$1 for each additional page after initial 15 pages)	\$52.50
Registered Agent/Office Change	\$35
Name Reservation (120 days nonrenewable)	\$35
Amendment (other than specified)	\$52.50
Affidavit Decreasing Contributions	\$52.50
Affidavit Increasing Contributions \$7 per \$1000 on increase only (\$52.50 minimum-\$1750 maximum)	
Certificate of Status or Fact	\$8.75
Cancellation	\$52.50
Resignation of Registered Agent	\$87.50
LP Annual Report	

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\$7 per \$1000 of invested capital
(\$52.50 minimum - \$437.50 maximum)
plus Supplemental Fee of \$138.75

Reinstatement

(\$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
(850) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 099A00046119

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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

November 29, 1999

FLORENCE DE NAPOLI
8345 SW 132 STREET
MIAMI, FL 33156

SUBJECT: FLORENCE V. DE NAPOLI/FAMILY PARTNERSHIP, LTD.
Ref. Number: W99000015853

We have received your document for FLORENCE V. DE NAPOLI/FAMILY PARTNERSHIP, LTD. and check(s) totaling \$87.50. However, the document has not been filed and is being retained in this office for the following reason(s):

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Certified Copy (15 pages or less, \$1 for each additional page after initial 15 pages)	\$52.50
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\$7 per \$1000 of invested capital
(\$52.50 minimum - \$437.50 maximum)
plus Supplemental Fee of \$138.75

Reinstatement

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

The filing fee is the same for a Florida or Foreign Limited Partnership the filing fee is based on the total amount contributed and anticipated to be contributed by the limited partners you have listed \$999,000. That is why there is a balance due of \$1697.50.

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

If you have any questions concerning the filing of your document, please call (850) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 099A00046119

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TALLAHASSEE, FLORIDA

AGREEMENT AND CERTIFICATE OF
LIMITED PARTNERSHIP OF
THE FLORENCE V. DE NAPOLI/FAMILY PARTNERSHIP, LTD.

THIS DOCUMENT EVIDENCES THE FOLLOWING AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP entered into and to be effective on the date it is filed with the Secretary of State in Florida by and between FLORENCE V. DE NAPOLI, as general partner ("General Partner") and each of the individuals whose names are set forth on Exhibit "A" attached to this Agreement as limited partners ("Limited Partners").

ARTICLE I

FORMATION

Organization

1.01 The parties hereby form a Limited Partnership (Partnership) under and pursuant to the laws of the State of Florida.

Statutory Requirement

1.02 This Certificate of Limited Partnership shall be filed with the Secretary of State of the State of Florida, and thereafter the Partners shall execute and cause to be filed and otherwise published such original or amended certificates evidencing the formation and operation of this Limited Partnership as may be required under the laws of the State of Florida and of any other states where the Partnership shall determine to do business. The General Partner is hereby authorized and empowered by all the Limited Partners to prepare, file, and publish either the original or any amended or modified Certificates of Limited Partnership as may be necessary or desirable and each Limited Partner specifically designates and appoints the General Partner for and on his or her behalf, as his or her attorney for the exclusive purposes of signing and attesting to such original or amended Certificates of Limited Partnership.

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Purposes of Partnership

1.03 The Partnership's purpose is owning, developing, leasing, managing, and selling of such real property as the General Partner may purchase on behalf of the Partnership, and the conduct of any other business which shall be legal for a Limited Partnership to conduct in Florida.

ARTICLE II

NAMES AND PLACE OF BUSINESS

Name of Limited Partnership

2.01 The name of the Limited Partnership shall be THE FLORENCE V. DE NAPOLI FAMILY PARTNERSHIP, LTD. The business of the Partnership shall be conducted under that name and under such variations of the name as may be necessary to comply with the laws of other states within which the Partnership may do business or make investments.

The General Partner shall promptly execute and duly file, with the proper offices in each state in which the Partnership may conduct the activities authorized in this Agreement, one or more certificates as required by the Fictitious Name or Assumed Name Act or similar statute in effect as to each such state in which such activities are so conducted.

**Location of Principal Place of Business
And Mailing Address**

2.02 The principal place of business shall be located at 8345 SW 132 Street, Miami, Florida and additional places of business may be located elsewhere.

**Names and Addresses or Places of
Residence of Partners**

2.03(1) The name and address of the General Partner of the Partnership are:

Name:	Address:
Florence V. De Napoli	8345 SW 132 Street Miami, Florida 33156

There are no other General Partners of this Partnership and no other person or entity has any right to take part in the active management of the business affairs of the Partnership.

(2) The names and addresses or places of residence of the Limited Partners of this Partnership are set forth in Exhibit "A" attached to this Agreement and by this reference made a part of this Agreement. There are no other Limited Partners to the Partnership other than those listed in the attached Exhibit "A".

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ARTICLE III
TERM OF PARTNERSHIP

3.01 The Partnership shall commence as of the date of this Agreement and shall continue in existence until 2030, unless it is sooner terminated, liquidated, or dissolved as provided below.

ARTICLE IV
CONTRIBUTION OF CAPITAL
Initial Contributions

4.01 The initial capital to be contributed by each Partner, General and Limited, shall be the sum set opposite his or her name in the attached Exhibit "A". Each Partner shall be personally liable to the Partnership for the full amount of his or her initial capital contribution.

Future Contributions

4.02 The Limited Partners shall not be required to make additional capital contributions to the Partnership.

ARTICLE V
PROFITS AND LOSSES
Interest of Each Partner

5.01 The term "profits" is hereby defined to mean income or gain of whatsoever kind actually incurred by the Partnership or which, because of generally accepted accounting procedures, must be deemed to have been incurred by the Partnership. The term "losses" is hereby defined to mean any deduction, expenditure, charge actually incurred by the Partnership or which, because of generally accepted accounting procedures, must be deemed to have been incurred by the Partnership. The Partnership's net profits and losses, and every section of income, deduction, gain, loss, and credit therein, shall be allocated proportionately among the Partners according to their Partnership Interests. No Partner has priority over any other Partner as to Partnership profits. Notwithstanding any other provision of this Section 5.01, income, gain, loss, and deductions with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable Treasury regulations.

Cash Distributions

5.02 Cash, when available, may be distributed by the General Partner to all Partners in the same ratio as profits and losses are shared. Cash distributions from the Partnership may be made by the General Partner to all Partners without regard to the profits or losses of the Partnership from operations; provided, that no cash distributions shall be made that will impair the ability of the Partnership to pay its just debts as they mature.

The General Partner shall determine when, if ever, cash distributions shall be made to the Partners, pursuant to the provisions and the tenor of this Agreement. There shall be no obligation to return to the General Partner or the Limited Partners, or to any one of them, any part of their capital contributed to the Partnership, for so long as the Partnership continues in existence. No General or Limited Partner shall be entitled to any priority or preference over any other Partner as to cash distributions.

No interest shall be paid to any Partner on the initial contributions to the capital of the Partnership or on any subsequent contributions of capital.

ARTICLE VI

OWNERSHIP OF PARTNERSHIP PROPERTY

6.01 All real property, including all improvements placed or located thereon, and all personal property acquired by the Partnership shall be owned by the Partnership, such ownership being subject to the other terms and provisions of this Agreement. Each Partner hereby expressly waives the right to require partition of any Partnership property or any part thereof.

ARTICLE VII

FISCAL MATTERS

Partnership Account Year

7.01 The Partnership's books and records and all required income tax returns shall be kept or made on a calendar year basis. The General Partner shall determine whether the cash or accrual method of accounting is to be used in keeping the Partnership records.

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Book and Records

7.02 The General Partner shall keep at the principal place of business and make available to all Partners at any time during normal business hours, just and true books of account and all other Partnership records. The copying by a Partner, or his designated agent, of any part or all of such records, at the personal expense of that Partner, is specifically authorized. Within not more than ninety (90) days after the close of each calendar year of the Partnership, the General Partner shall furnish to all Partners a year-end balance sheet for the Partnership and a full and detailed financial report on the business operations of the Partnership for and during the entire preceding year. The General Partner shall furnish to all Partners their Federal and State income tax forms, including statements of the net distributable income or loss to each Partner from the operation of the Partnership. All of the above duties and services to be performed by the General Partner shall be deemed an expense of the Partnership.

Partnership Bank Accounts

7.03 The General Partner shall receive all monies of the Partnership and shall deposit the same in one or more Partnership banking accounts. All expenditures by the General Partner shall be made by checks drawn against the Partnership banking account.

ARTICLE VII

MANAGEMENT OF PARTNERSHIP AFFAIRS

Control and Management

8.01 The General Partner shall have sole and exclusive control of the Limited Partnership. Subject to any limitations expressly set forth in the Agreement, the General Partner shall have power and authority to take such action from time to time as the General Partner may deem to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Limited Partnership, including without limitation the power to:

- (1) Acquire or dispose of real property (including any interest in real property) for cash, securities, other property, or any combination of them, on such terms and conditions as the General Partner may, from time to time, determine (including, in instances where the property is encumbered, on either an assumption or a "subject to" basis);

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(2) Finance the Partnership's activities either with the seller of the property or by borrowing money from third parties, all on such terms and conditions as the General Partner deems appropriate. In instance where money is borrowed for Partnership purposes, the General Partner shall be, and hereby is, authorized to pledge, mortgage, encumber, and grant security interest in Partnership properties for the repayment of such loans.

(3) Acquire, own, hold, improve, manage, and lease the property, either alone or in conjunction with others through partnership, limited partnerships, joint ventures, or other business associations or entities;

(4) Employ, retain, or otherwise secure or enter into other contracts with personnel or firms to assist in the acquisition, development, improvement, management, and general operation of the Partnership properties, including, but not limited to, real estate brokers or agents, supervisory, development and or building management agents, attorneys, accountants, and engineers, all on such terms and for such consideration as the General Partner deems advisable; and

(5) Take any and all other action which is permitted under the laws of the State of Florida and which is customary or reasonably related to the acquisition, ownership, development, improvement, management, leasing, and disposition of real, personal or mixed property.

Responsibility of the General Partner

8.02 The General Partner shall exercise ordinary business judgment in managing the affairs of the Partnership. Unless fraud, deceit, or a wrongful taking shall be involved, the General Partner shall not be liable or obligated to Limited Partners for any mistake of fact or judgment made by the General Partner in operating the business of the Partnership resulting in any loss to the Partnership or its Partners. The General Partner does not, in any way, guarantee the return of the Limited Partner's capital or a profit from the operations of the Partnership. Neither shall the General Partner be responsible to any Limited Partner because of a loss of his or her investment or a loss in operations, unless it shall have been occasioned by fraud, deceit or a wrongful taking by the General Partner. The General Partner shall devote such attention and business capacity to the affairs of the Partnership as may be reasonably necessary.

In this connection, the parties hereby acknowledge that the General Partner may be the manager or general partner of other

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partnerships and may continue to manage other partnerships, and may continue to engage in other distinct or related business.

Removal of General Partner

8.03 The General Partner may be removed by the affirmative vote of 100% interest, not in number, of the Limited Partners. The written notice of a General Partner's removal shall be served on the General Partner by certified mail. The notice shall set forth the day on which the removal is to be effective, which date shall not be less than 30 days after the service of the notice on the General Partner. On the removal of the General Partner, the Limited Partners shall elect a new General Partner on the vote of 100% in interest, not in number, of the Limited Partners, at a special meeting called for that purpose. The removal of a General Partner shall cause the General Partner's interest in the Partnership to be converted to a Limited Partnership interest but shall not alter or change the rights or responsibilities pursuant to paragraphs 11.02 and 11.03 of this Agreement.

APPOINTMENT OF SUCCESSORS GENERAL PARTNER

8.04 The General Partner shall have the right to name a Successor General Partner upon resignation, incapacity or unwillingness to serve. Florence E. DeNapoli names Bruce W. Napoli and Glenn Kevin Goldberg as Successor General Partners upon Glenn Kevin Goldberg attaining age 25.

Management Fees

8.06 Compensation. The General Partner shall be entitled to reasonable compensation for his or her management of the Partnership's business.

Restrictions on Limited Partners

8.06 The Limited Partners shall not have either the obligation or the right to take part, directly or indirectly, in the active management of the business. No Limited Partner is authorized to do or perform any act or deed in the name of, for, or on behalf of either the General Partner or the Partnership. No Limited Partner is authorized to and shall not be permitted to do any act or deed that will cause the Limited Partner to be classified as a General Partner of the Partnership.

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ARTICLE IX
LIABILITIES

Liability of Partners

9.01 The liability of the General Partner arising from carrying on the business affairs or operations of the Partnership or for the debts of the Partnership is unrestricted. The liability of the Limited Partners with regard to the Partnership in all respects is restricted and limited to the amount of the actual capital contributions that each Limited Partner makes.

Loans to the Partnership

9.02 Nothing in this Agreement shall prevent or act against a loan of funds from the General Partner or a Limited Partner to the Partnership on a promissory note or similar evidence of indebtedness, for a reasonable rate of interest. Any Partner lending money to the Partnership shall have the same rights regarding the loan as would any person or entity making the loan who was not a Partner of the Partnership.

ARTICLE X
PROHIBITED TRANSACTIONS

10.01 During the time of organization or existence of this Limited Partnership, neither the General nor the Limited Partners shall do any one of the following:

- (1) Use the name of the Partnership, or any substantially similar name, or any trademark or trade name adopted by the Partnership, except in the ordinary course of the Partnership's business.
- (2) Disclose to any non-partner any of the Partnership business practices, trade secrets, or any other information not generally known to the business community;
- (3) Do any other act or deed with the intention of harming the business operations of the Partnerships;
- (4) Do any act contrary to the Limited Partnership Agreement, except the prior expressed approval of all Partners;
- (5) Do any act which would make it impossible to carry on the intended or ordinary business of the Partnership;

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- (6) Confess a judgment against the Partnership;
- (7) Abandon or wrongfully transfer or dispose of Partnership property, real or personal; or
- (8) Admit another person or entity as a General or Limited Partner.

Further, the General Partner shall not use, directly or indirectly, the assets of this Partnership for any purpose other than for carrying on the business of the Partnership, for the full exclusive of all its Partners.

ARTICLE XI RESTRICTIONS ON TRANSFERS

11.01 Except as set forth below, no Limited Partner shall sell, assign, transfer, encumber, or otherwise dispose of any interest in the Partnership without the written consent of the General Partner.

Permitted Sales

11.02(1) In the event a Limited Partner receives a bona fide offer for the purchase of all or a part of his or her interest in the Partnership, the Limited Partner shall either refuse the offer or give the General Partner written notice setting out the details of the offer, which notice shall, among other things, specify the name of the offeror, the percentage of interest in the Partnership covered by the offer, terms of the payment, including whether the offer is for cash or credit, and, if on credit, the time and interest rate, as well as any and all of the consideration being received or paid in connection with the proposed transaction, as well as any and all other terms, conditions, and details of the offer.

(2) Upon receipt of the notice with respect to the offer, the General Partner shall have the exclusive right and option, exercisable at any time during the period of 60 days from the date of the notice, to purchase the interest in the partnership covered by the offer at the same price and on the same terms and conditions of the offer as set out in the notice. If the General Partner decides to exercise the option, the General Partner shall give written notification of this decision to the Limited Partner desiring to sell, and the sale and purchase shall be closed within 31 days thereafter. If the General Partner does not elect to exercise the option, the General Partner shall notify in

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writing the other members of the Limited Partnership regarding the terms of the offer. Should any individual Limited Partner or group of Limited Partners decide to exercise the option of purchase, notification of this decision shall be given in writing to the General Partner to be transmitted in writing to the selling Limited Partner within the same period provided above for notification of a General Partner's exercise of the option, and the sale and purchase shall be closed within 31 days thereafter.

If none of the Limited Partners elects to exercise this option, the selling Limited Partner shall be so notified in writing by the General Partner and shall be free to sell the interest in the Partnership covered by the offer. The sale, if permitted, shall be made strictly upon the terms and conditions and to the person described in the required notice.

(3) Any assignment made to anyone not already a Partner shall be effective only to give the assignee the right to receive the share of profits to which the assignor would otherwise be entitled, shall not relieve the assignor from liability for additional contributions of capital, shall not relieve the assignor from liability under the provisions of this Partnership Agreement, and shall not give the assignee the right to become a substituted Limited Partner. Neither the General Partner nor the Partnership shall be required to state the tax consequences to a Limited Partner or to a Limited Partner's assignee arising from the assignment of a Limited Partnership interest. The Partnership shall continue with the same basis and capital for the assignee as was attributable to the former owner who assigned the Limited Partnership interest. The Partnership interest of the General Partner cannot be voluntarily assigned or transferred except when such an assignment or transfer occurs by operation of law.

Death of Limited Partner

11.03. On the death of a Limited Partner, the General Partner shall have an obligation to purchase from the estate of the deceased Limited Partner, and the estate of the deceased Limited Partner shall have an obligation to sell to the General Partner, the deceased Partner's interest in the Partnership, at the price and on the terms and conditions set forth in this paragraph.

11.04 The purchase price for the deceased Limited Partner's proportionate interest in the Partnership shall be the deceased Limited Partner's proportionate interest in the Partnership property, determined as provided below, together with the assumption of all liability for any outstanding indebtedness, liabilities, liens, and obligations relating to the Partnership property. Within 90 days after the death of the deceased Limited

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Partner, the General Partner shall name an appraiser and within 90 days after the death of the deceased Limited Partner the Personal Representative or other legal representative of the estate of the deceased Limited Partner shall name an appraiser. If either party fails to name an appraiser within the specified time the other party may select the second appraiser. The two appraisers so selected shall proceed promptly to determine the fair market value of the Partnership property, taking into consideration any outstanding indebtedness, liabilities, liens, and obligations relating to the Partnership property. The determination of the fair market value of the Partnership property by the two appraisers selected as provided above shall be final and binding on all parties. If the two appraisers so selected are unable to agree on the fair market value of the Partnership property, they shall select a third appraiser whose determination as to fair market value shall be final and binding on all parties. The appraisers shall deliver a written report of their appraisal or the appraisal of the third appraiser, as the case may be, to the General Partner and to the Personal Representative or other legal representative of the estate of the deceased Limited Partner. Each party shall pay the fee and expenses of the respective appraiser selected by such party, and if a third appraiser shall be appointed, the fee and expenses of the third appraiser shall be borne one-half by the General Partner and one-half by the estate of the deceased Limited Partner. During the period between the date of death and the date the purchase price is paid to the estate of the deceased Limited Partner, the General Partner shall contribute the deceased Limited Partner's share of any contribution required to be made to the Partnership under the provisions of this Agreement; provided, however, that the amount of any such payment made by the General Partner during the period between the date of the deceased Limited Partner's death and the date of the appraisers' report shall be deducted from the amount of the purchase price to be paid to the estate of the deceased Limited Partner. The purchase price shall be evidenced by a negotiable promissory note in a principal amount equal to the purchase price of the deceased Limited Partner's interest in the Partnership as computed as provided in this Agreement, and providing for interest at the rate of the current prime rate as of the date of the death of the Limited Partner, as promulgated by Citibank of New York, payable in 60 monthly installments, and containing acceleration and other customary clauses. The note shall bear interest from the date of death of the deceased Limited Partner with the first principal and accrued interest payment being due and payable 6 months following the date of death. The General Partner shall have the right to prepay any and all installments of the note at any time with no premium or penalty. On delivery

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of the note and the assumption by the General Partner of all liability of the deceased Limited Partner for any outstanding indebtedness, liabilities, liens, and obligations relating to the Partnership, the estate of the deceased Limited Partner shall have no further interest in the Partnership or in its business or assets, and the Personal Representative or other legal representative of the estate of the deceased Limited Partner shall execute and deliver such deeds, conveyances, and other instruments as may be reasonably necessary to evidence and render fully effective the transfer of the interest of the deceased Limited Partner in the Partnership and its business assets. The interest of the deceased Limited Partner shall be acquired by the General Partner, who shall become a Limited Partner to the extent of such interest.

ARTICLE XII
TERMINATION OF THE PARTNERSHIP

**Termination Upon Withdrawal, Bankruptcy, Death or
Incapacity of the General Partner**

12.01 The General Partner, effective as of the last day of any calendar year of the Partnership, may voluntarily withdraw from the Partnership as General Partner. The bankruptcy, death, incapacity, or resignation of the General Partner shall result in the termination of the Partnership.

**Voluntary Termination: Effect of Death or Incapacity of
Limited Partner**

12.02 The Partnership may be terminated on any date specified in a notice of termination, signed by the General Partner and by a majority of all the Limited Partners. As used in this Agreement, a majority of the Limited Partners means Limited Partners having in the aggregate a majority of the capital interest of the Limited Partners in the Partnership as of the time the notice of termination is executed. The death or incapacity of a Limited Partner shall have no effect on the life of the Partnership, which shall continue.

Effect of a Termination of the Partnership

12.03 On the termination of the Partnership, regardless of how it is terminated, the affairs of the Partnership shall be wound up by the General Partner. If for any reason there is no General Partner, or if the General Partner refuses to serve or is incapable of serving, a majority in interest, not in number, of

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the Limited Partners may appoint or designate a Trustee in Liquidation who shall serve to wind up the affairs of the Partnership. The Trustee in Liquidation need not be a commercial corporate trustee, need not be bonded, and may be a Limited Partner. Whoever serves to wind up the affairs of the Partnership, the following procedure shall be followed: First, all of the Partnership's debts and liabilities to persons other than Partners shall be paid and discharged in the order of priority as provided by law. Second, liquidating distributions are required in all cases to be made in accordance with the positive capital account balances of the Partners, as determined after taking into account all capital account adjustments for the Partnership taxable year during which such liquidation occurs (other than those made pursuant to this requirement and requirement of Internal Revenue Code Section 1.704, Paragraph (b)(2)(ii)(b) by the end of such taxable year (or, if later, within 90 days after the date of such liquidations). Third, if such Partner has a deficit balance in his capital account following the liquidation of his interest in the Partnership, as determined after taking into account all capital account adjustments for the Partnership taxable year during which such liquidation occurs (other than those made pursuant to this third requirement), he is unconditionally obligated to restore the amount of such deficit balance to the Partnership by the end of such taxable year (or, if later, within 90 days after the date of such liquidation), which amount shall, upon liquidation of the Partnership, be paid to creditors of the Partnership or distributed to other Partners in accordance with their positive capital account balances, in accordance with requirement No. 1.704, Paragraph (b)(2)(ii)(b) of Internal Revenue Code Section 1.704.

Any gain or loss on the disposition of Partnership properties in the process or liquidation shall be credited or charged to the Partners in proportion to their Partnership interests; provided, however, that gain or loss with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable Treasury regulations. Any property distributed in kind in the liquidation shall be valued and treated as though it were sold and cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property, and shall be credited or charged to the Partners accordingly.

Nothing contained in this Agreement shall defeat the right of either a Limited or a General Partner to require and to obtain

court-supervised winding up, liquidation, and dissolution of the Partnership. No Partner shall be entitled to demand a distribution be made in Partnership property, but the General Partner may make or direct property distributions to be made, using the property's fair market value, as of the time of distribution as the basis for making the distribution.

ARTICLE XIII

REPRESENTATIONS AND WARRANTIES OF LIMITED PARTNERS

13.01 Each Limited Partner warrants and represents the following:

(1) That he or she recognizes that Section 42 of the Securities Act of 1993, as amended, exempts the issue and sale of securities from registration under the Act in transactions not involving any public offering, and that he or she is purchasing the Partnership interest for his or her own account, for investment, and with no present intention of distributing, reselling, pledging, or otherwise disposing of the interest.

(2) That he or she is a citizen of the United States of America and is the beneficial owner of the interest standing in his or her name, and that he or she has no intention of reselling the interest to any persons other than residents of the United States of America.

(3) That he or she is a sophisticated investor and the nature and amount of the capital contributions he or she agrees to make hereunder is consistent with his or her investment program, and that he or she has sufficient liquid assets to meet promptly all calls for additional contributions and to absorb the loss of the entire investment in the Partnership.

(4) That he or she has been furnished with sufficient written and oral information about the Partnership, the General Partner, and property to be purchased and developed to allow him or her to make an informed investment decision prior to purchasing an interest in the Partnership, and has been furnished access to any additional information that he or she may require.

(5) That he or she is fully familiar with the business proposed to be conducted by the Partnership and with the Partnership's use and proposed use of the proceeds of the sale of the Partnership interests.

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(6) That the offer and sale of his or her interest in the Partnership have been made in the course of a negotiated transaction involving direct communication between the Limited Partner and the General Partner on behalf of the Partnership.

(7) That he or she has either (a) had experience in business enterprises or investments entailing risk of a type or to a degree substantially similar to those entailing in an investment in the Limited Partnership; or (b) obtained independent financial advice with respect to the investment in the Partnership.

(8) That he or she has been advised that the Partnership interest may not be sold, transferred, or otherwise disposed of in the absence of either an effective registration statement covering the interest under the Securities Act of 1933, or an opinion of counsel satisfactory to the Partnership and its counsel that registration is not required under the Securities Act of 1933, and that he or she will have no rights to require registration of the interest under the Securities Act of 1933, and, in view of the nature of the transaction, registration is neither contemplated nor likely.

(9) That he or she agrees to hold the General Partner and the Limited Partners or any person controlling the Limited Partnership and their respective successors, assigns, or other controlling persons harmless and to indemnify them against all liabilities, costs, and expenses incurred by them as a result of any sale or distribution by him or her in violation of the Securities Act of 1933. All representations, warranties, and indemnities made by the Limited Partner with reference to the Securities Act of 1933 shall be deemed to be equally applicable in connection with the securities law of the State of Florida or any other state of the United States of America.

ARTICLE XIV

MISCELLANEOUS PROVISION

Amendment

14.01 This Agreement may be amended or modified by the Partners from time to time only by a written instrument executed by Partners owning collectively at least 100% in interest, not in number, in the Partnership.

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Notices

14.02 Except as may otherwise be specifically provided in this Agreement, all notices required or permitted under this Agreement shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the respective addresses set forth in Exhibit "A" or at such other addresses as may have been specified by written notice delivered in accordance with this paragraph.

Florida Law to Apply

14.03 This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are performable in Dade County, Florida.

14.04 The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effect and carry out the Partnership created by this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures as of the date set out by their names.

GENERAL PARTNERS

Name	Address	Date
Florence V. De Napoli	8345 SW 132 Street Miami, Florida 33156	6-1-1999

LIMITED PARTNERS

Name	Address	Date
Bruce W. De Napoli	19610 Gulfstream Road Miami, Florida 33157	6-1-1999
Glenn Kevin Goldberg	8345 SW 132 Street Miami, Florida 33156	6-1-1999

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TALLAHASSEE, FLORIDA

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THE STATE OF FLORIDA

COUNTY OF MIAMI-DADE

This instrument was acknowledged before me on the 1st of June, 1999, by Florence V. De Napoli, General Partner, said general partner being well known to me.

Robert E. Carlson

Notary Public in and for the
State of Florida

My Commission Expires:

STATE OF Florida)

COUNTY OF Miami-Dade)



ROBERT E. CARLSON
COMMISSION # CC 547755
EXPIRES APR 16, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

On June 1, 1999 before me, Robert E. Carlson, personally appeared Bruce W. De Napoli Limited Partner personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted executed the instrument. **WITNESS** my hand and official seal.

Robert E. Carlson

Notary Public in and for the
State of Florida

Signature _____ Affiant X Known _____ Produced ID _____
Notary Public _____ ID Produced _____

(Seal)

My Commission Expires:



ROBERT E. CARLSON
COMMISSION # CC 547755
EXPIRES APR 16, 2000
BONDED THRU
ATLANTIC BONDING CO., INC.

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF Florida)

COUNTY OF Miami-Dade)

On June 1, 1999 before me, Robert E. Carlson, personally appeared Glenn Kevin Goldberg Limited Partner personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument. **WITNESS** my hand and official seal.



ROBERT E. CARLSON
COMMISSION # CC 547755
EXPIRES APR 16, 2000

Notary Public in and for the State of Florida
BONDED THRU ATLANTIC BONDING CO., INC.

Signature

Robert E. Carlson
Notary Public

Affiant ☒ Known ☐ Produced ID
ID Produced ☐

My Commission Expires:

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EXHIBIT "A"

**TO AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF
THE FLORENCE V. DE NAPOLI FAMILY PARTNERSHIP, LTD.**

NAME OF PARTNER	INITIAL CAPITAL CONTRIBUTED BY EACH PARTNER	PERCENTAGE OF INTEREST OWNED IN PARTNERSHIP
FLORENCE V. DE NAPOLI	\$ 1,000.00	ONE (1%) PERCENT: GENERAL PARTNER
BRUCE W. DE NAPOLI	\$ 1,000.00	ONE (1%) PERCENT: LIMITED PARTNER
GLENN KEVIN GOLDBERG	\$ 1,000.00	ONE (1%) PERCENT: LIMITED PARTNER
TOTALS:	\$ 3,000.00	THREE PERCENT (3%)

CAPITAL
CONTRIBUTIONS

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED**

IN PURSUANCE OF SECTION 620.105, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED IN COMPLIANCE WITH SAID SECTION:

THE FLORENCE V. DE NAPOLI FAMILY PARTNERSHIP, LTD., DESIRING
TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS
PRINCIPAL OFFICE AS INDICATED IN THE AGREEMENT AND CERTIFICATE OF
LIMITED PARTNERSHIP, IN THE COUNTY OF DADE, STATE OF FLORIDA, HAS
NAMED ROBERT E. CARLSON AS ITS AGENT TO ACCEPT SERVICE OF PROCESS
WITHIN THIS STATE, WHO IS LOCATED AT THE FOLLOWING REGISTERED
OFFICE:

8900 SW 107th Street, Suite 302

Miami, Florida 33176

ACKNOWLEDGEMENT AND ACCEPTANCE:

HAVING BEEN NAMED AS THE REGISTERED AGENT FOR THE ABOVE
LIMITED PARTNERSHIP FOR THE PURPOSE OF ACCEPTING SERVICE OF
PROCESS AT THE REGISTERED OFFICE DESIGNATED IN THIS CERTIFICATE,
I HEREBY ACCEPT SUCH APPOINTMENT AND AGREE TO ACT IN SUCH
CAPACITY. I AGREE TO COMPLY WITH THE PROVISIONS OF SAID SECTIONS
RELATED TO KEEPING OPEN THE REGISTERED OFFICE.

Robert E. Carlson

Robert E. Carlson (Registered Agent)

Dated: 5-26-1999

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ALLAN ASSFE, FLORIDA

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AFFIDAVIT OF CAPITAL CONTRIBUTIONS

BEFORE ME, the undersigned constituting all the general partners of The Florence V. De Napoli Family Partnership, Ltd., a Florida Limited Partnership, certify as follows:

The amount of capital contributions to date of the limited partners is \$ 3,000.00 .

The total amount contributed and anticipated to be contributed by the limited partners at this time totals \$ 7,500.00 .

This 3rd day of December, 19 99.

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FURTHER AFFIANT SAYETH NOT.

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

Florence V. De Napoli
General Partner

Bruce W. De Napoli
Limited Partner

Glenn R. Goldberg
Limited Partner