

L 00000000 4360

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April 11, 2000

Florida Department of State
DIVISION OF CORPORATIONS
Post Office Box 6327
Tallahassee, Florida 32314

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-04/13/00--01139--001
****125.00 ****125.00

Re: Articles of Incorporation for NAV Investment Company,
Limited Liability Company

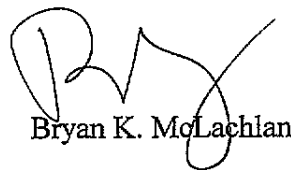
TO WHOM IT MAY CONCERN:

Enclosed are duplicate original Articles of Organization for the above referenced corporation. Also enclosed is a check in the amount of \$125.00 to cover filing fees, for a certified copy and cost for designation of registered agent in the amount of \$125.00.

If the Articles of Organization are in order, would you please cause the certified copy to be returned to the attention of the undersigned.

Thank you for your assistance and cooperation.

Very truly yours,


Bryan K. McLachlan

BKM/cbc

Enclosures: a/s

FILED
00 MAR 13 AM 9:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

mtu
4/17

**ARTICLES AUTHORIZING OPERATING AGREEMENT
AND INDEMNIFICATION**

**ARTICLES OF ORGANIZATION
OF
NAV INVESTMENT COMPANY
LIMITED LIABILITY COMPANY
(A limited liability company)**

The undersigned, desiring to form a limited liability company under the Florida Limited Liability Company Act (the "Act"), do sign, verify and deliver in duplicate to the Secretary of State of the State of Florida these Articles of Organization.

ARTICLE I

NAME

The name of the limited liability company which is hereinafter referred to as the "Company" shall be NAV INVESTMENT COMPANY a limited liability company.

ARTICLE II

PERIOD OF DURATION

The Company shall exist for thirty (30) years from the date of filing these Articles of Organization with the Secretary of State of the State of Florida, unless sooner dissolved according to law.

ARTICLE III

OBJECTS AND PURPOSES

The nature of the business and the objects and purposes to be transacted, promoted or carried on, and for which the Company is organized to carry on any business or activity related to or in connection with the foregoing and to have and exercise all of the powers, rights and privileges which a limited liability company organized under the Act may have and exercise.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV

REGISTERED OFFICE AND AGENT

The address of the initial registered office of the Company and its principal place of business in Florida is 8496 Parkwood Boulevard Largo, Florida 33777 and the name of the registered agent at such address is GEORGE NAVRATIL. The Company's principal place of business in the State of Florida shall be at 8496 Parkwood Boulevard Largo, Florida 33777.

ARTICLE V

CONTRIBUTIONS

The total amount of cash and the description and agreed value of property other than cash contributed to the Company are as follows:

<u>Member</u>	<u>Contribution</u>
1. George Navratil	US \$ 400.00 Cash
2. Victoria Navratil	US \$ 400.00 Cash
3. John Navratil	US \$200.00 Cash

The above Members agree to share in all post formation income, and surplus of the Company according to the percentage of their ownership. Each Member owns an undivided interest in the business and Company as follows:

<u>Member</u>	<u>Interest</u>
1 George Navratil	40%
2. Victoria Navratil	40%
3. John Navratil	20%

ARTICLE VI

ADDITIONAL CONTRIBUTIONS

Unless all Members agree in writing, no Member shall have any obligation to make any additional contributions to the Company.

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00 MAR 13 AM 9:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE VII

ADDITIONAL MEMBERS

The existing Members shall have the right to admit additional Members to the Company in accordance with the terms and conditions of the Company's Operating Agreement. Any Member who is subsequently admitted as a Member of the Company shall have all of the rights and obligations of a Member under the Operating Agreement.

ARTICLE VIII

CONTINUATION OF BUSINESS

In the event of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of an event which terminates the continued Membership of a Member in the Company, the remaining Members of the Company shall have the right to continue the business of the Company if they unanimously agree to continue the business of the Company. The remaining Members must agree within sixty (60) days from the date of such event whether or not to continue the business of the Company. In the event that the remaining Members fail to continue the business of the Company within such sixty (60) day period, the Company shall be dissolved and liquidated in accordance with the provisions of the Act.

ARTICLE X

OPERATING AGREEMENT AND AUTHORITY

The manner in which the Company conducts its business and affairs, the duties and authority of its Managers, and the rights and obligations of its Members, to the extent not expressly required by and provided for in the Act, shall be set forth in the Operating Agreement adopted by the initial Members of the Company. Said Operating Agreement may from time to time be amended in accordance with the provisions contained therein.

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CLERK OF STATE
TALLAHASSEE, FLORIDA

ARTICLE XI

IN-KIND DISTRIBUTION

A Member shall have such rights to demand and receive in-kind distributions as may be provided for in the Company's Operating Agreement.

ARTICLE XII

MANAGERS

The Company shall be managed by a Board of Managers, consisting of not less than two (2) nor more than six (6) Managers, as may be established in the Operating Agreement. Two Managers shall be designated the President and the Vice President-Secretary-Treasurer. The initial President shall be George Navratil and Vice-President Secretary-Treasurer shall be John M. Navrati. The initial President and the initial Vice President-Secretary-Treasurer of the Company shall serve in such capacity, pursuant to the Operating Agreement of the Company, until the first annual meeting of Members or until their successors are elected and qualified. At the first annual meeting, and at each annual meeting thereafter, the Members shall elect the Managers of the Company, and those Managers shall elect a President and Vice President-Secretary-Treasurer of the Company in the manner prescribed by the Operating Agreement; and they shall serve pursuant to the terms of the Operating Agreement. The authority and duties of the Managers, including the President and the Vice President-Secretary-Treasurer, shall be set forth in the Operating Agreement.

ARTICLE XIII

INDEMNIFICATION AND LIABILITY

The Company may, as determined by the Managers of the Company, indemnify and advance expenses to a Member, Manager, employee or agent of the Company in connection with any proceeding, to the extent permitted by and in accordance with applicable laws and statutes and the Operating Agreement of the Company.

ARTICLE XIV

TRANSFERABILITY OF INTERESTS

No interest in the Company may be transferred except as specifically set forth in the Operating Agreement of the Company.

DATED this 4th day of April, 2000.

Member: GEORGE NAVRATIL

By: [Signature]

Member: JOHN NAVRATIL

By: [Signature]

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing document was subscribed and sworn to before me this 4th day of
April, 2000 by George Navratil.



BRYAN McLACHLAN
COMMISSION # CC 691594
EXPIRES OCT 26, 2001
BONDED THRU
ATLANTIC BONDING CO., INC.

(Seal)

[Signature]
Notary Public

Personally known ☒

Or Produced Identification ☐

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing document was subscribed and sworn to before me this 6 day of
April, 2000 by John Navratil.



DEBORAH TAYLOR
MY COMMISSION # CC 630745
EXPIRES: March 29, 2001
Bonded Thru Notary Public Underwriters

[Signature]
Notary Public

Personally known ☐

Or Produced Identification ☒

Type of Identification Produced FL Drivers Lic