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COVER LETTER

Department of State
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Atlantic Crossing Association, Inc. document # N20000008984
CORPORATE NAME

Enclosed are an original and one (1) copy of the restated articles of incorporation and a check for:

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☐ \$43.75 ☐ \$52.50
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 Status
ADDITIONAL COPY REQUIRED

FROM: Angela Covington, Esq.
Name (Printed or typed)

712 S Oregon Avenue
Address

Tampa, FL 33606
City, State & Zip

813-250-0577
Daytime Telephone number

swilgus@edwardscompanies.com
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the document.

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF

ATLANTIC CROSSING ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Declarant is desirous of amending and restating the Articles of Incorporation of Atlantic Crossing Association, Inc. ("**Amendment and Restated Articles of Incorporation**") and states as follows:

1. The Articles and this Amendment and Restated Articles of Incorporation shall hereinafter be collectively referred to as the "**Articles**."
2. Declarant is the fee simple owner of all the Land upon which the Parcels are located or to be located, and no Condominium Declaration with respect to a Parcel has been recorded.
3. The amendment to the Articles does not and will not in any manner prejudice, alter, or abridge the rights of either Declarant or any Mortgagee holding an interest in any portion of the

NOW, THEREFORE, the Articles are hereby amended and restated in their entirety in accordance with Article VIII as follows:

ARTICLE I
DEFINITIONS

The following words and phrases, when used in these Articles of Incorporation (unless the context clearly reflects another meaning), shall have the following meanings:

1. "**Additional Property**" or "**Phase II**" means the Uncommitted Lands that are being submitted by Declarant as Phase II of the Project (as these terms are defined in the Master Declaration).
2. "**Articles**" means these Articles of Incorporation and any amendments hereto.
3. "**Building(s)**" means, in the aggregate, the six (6) multi-story structures constructed or to be constructed upon the Land, which encompass the Phase I and Phase II Buildings (each a "**Building**" and together "**Buildings**"), together with any improvements thereon. In addition to the Buildings, there are also Parking Garages (the location and description of each of the Buildings and Parking Garages are more particularly described in the Phase I Survey and upon substantial completion of Phase II, the Phase II Survey) (as these terms are defined in the Master Declaration).

3.2 **"Phase II Buildings"** means the three (3) multi-story structures planned to be located upon a portion of the Land being developed as Phase II of the Project.

4. **"Bylaws"** means the Bylaws of the Master Association and any amendments thereto.

5. **"Condominium"** means a condominium formed pursuant to the Condominium Act on a Building or a Parking Garage (each a **"Condominium"** and together the **"Condominiums"**).

6. **"Condominium Act"** means Chapter 718, Florida Statutes, in effect on the date a Condominium Declaration pertaining to a Parcel being submitted to the condominium form of ownership is recorded in the Public Records of the County. **The Condominium Act does not apply to the Master Declaration since the Master Declaration does not create a condominium.**

7. **"Condominium Association"** means one (1) or more not-for-profit corporation(s) to be formed to operate one (1) or more of the Condominiums. A Condominium Association shall be deemed the Owner of a Parcel (as defined herein) upon the recording of the particular Condominium Declaration (as defined herein) submitting such Building or Parking Garage to the condominium form of ownership; it being acknowledged, however, that a Condominium Association will not have or hold actual title to a Condominium (each a **"Condominium Association"** and together **"Condominium Associations."**)

8. **"Condominium Declaration"** means one or more Condominium Declaration(s), which may be recorded in the Public Records of the County by an Owner (as defined herein) of a Parcel submitting such Parcel to the provisions of the Condominium Act, together with all exhibits to the Condominium Declaration(s), as such Condominium Declaration and exhibits thereto may be amended from time to time (each a **"Condominium Declaration"** and together **"Condominium Declarations."**)

9. **"Condominium Unit"** or **"Unit"** means the units initially or subsequently located within a Condominium (each a **"Condominium Unit"** and together **"Condominium Units"**). No Condominium Unit exists until a Condominium Declaration for a Parcel has been recorded, which declares such Parcel to be a Condominium.

10. **"Condominium Unit Owner"** means an owner of a Unit (each a **"Condominium Unit Owner"** and together **"Condominium Unit Owners"**).

11. **"County"** means Palm Beach County, Florida.

12. **"Declarant"** means collectively Edwards Atlantic Avenue, LLC (**"EAA"**) and Edwards Intracoastal, LLC (**"EI"**), both Ohio limited liability companies authorized to do business in Florida, and any successor or assignee of the rights and obligations of Declarant under the Master Declaration provided that no Owner, solely by reason of its acquisition of a Parcel or a Condominium Unit Owner purchasing a Condominium Unit therein, shall be considered a successor or assignee of such rights and obligations unless it is specifically designated as such in an instrument executed by Declarant. Provided, however, that any party succeeding to Declarant's interest in any Parcel through foreclosure of a first mortgage lien or deed in lieu of foreclosure

shall have the right but not the obligation to assume the rights and obligations of Declarant, whether or not Declarant has executed an instrument designating such lien holder as Declarant with respect to such Parcel only.

13. **"Expenses"** means the various forms of payments Owners and Condominium Unit Owners are obligated to make to the Master Association or its designee, including, without limitation, Shared Expenses, Special Expenses, and Capital Expenses (as these terms are defined in the Master Declaration).

14. **"Governing Documents or Master Documents"** means the Master Declaration, these Articles and Bylaws of the Master Association, any rules and regulations promulgated from time to time by the Master Association (if any), and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments that are made from time to time to the Governing Documents or to any of the documents referred to therein.

15. **"Land"** means the real property, including any improvements thereon, owned by Declarant, which have been submitted to the Master Declaration as Phase I and Phase II of the Project, as more particularly described in **Exhibit A** and **Exhibit B** of the Master Declaration.

16. **"Maintenance"** means, and shall include with regard to any particular component of the Buildings and the Land, the maintenance (including, but not limited to, painting and other decorating), operation, inspection (including, but not limited to, inspection for the purpose of meter reading), testing, repair, preservation, replacement and/or cleaning (including, but not limited to, dusting, washing, mopping and vacuuming) thereof, as well as any other action commonly or customarily regarded as maintenance.

17. **"Master Association"** means the Atlantic Crossing Association, Inc., a Florida corporation not-for-profit, which shall have as its initial members the Owners of the Parcels.

18. **"Master Declaration"** means the Second Amended and Restated Declaration of Master Covenants, Easements & Restrictions for Atlantic Crossing to be recorded or to be recorded amongst the Public Records of the County, as may be amended or supplemented from time to time. The Master Declaration does not and is not intended to create a condominium under the Condominium Act.

19. **"Member"** Each Owner of a Parcel shall be a Member of the Master Association. At such time as a Parcel is declared to be a Condominium, the Condominium Association established to operate such Parcel shall be the member of the Master Association in place of the Owner of such Parcel (notwithstanding that a Condominium Association will not have or hold actual title to a Condominium) (each a **"Member"** and together **"Members"**). **Condominium Unit Owners will not be Members of the Master Association.**

20. **"Mortgagee"** means any holder of a first mortgage lien on a Parcel, a leasehold interest in a Parcel, or in a Condominium Unit, which mortgage is security for a loan advanced in good faith to finance the purchase of rights in and/or construction of a Building or a Condominium Unit, or to refinance a loan of such nature, provided that such holder shall provide the Master Association with notice that it is the holder of such mortgage prior to being considered a Mortgagee for purposes hereof.

21. **"Owner"** means the owner of a Parcel (as defined herein). For purposes of the Master Declaration, once a Condominium Declaration is recorded amongst the Public Records of the County, the respective Condominium Association shall be deemed the Owner of such Building or a Parking Garage, notwithstanding that a Condominium Association will not be titleholder of record (each an **"Owner"** and together **"Owners"**).

22. **"Parcel"** shall mean and refer to each of the six (6) Buildings and the Parking Garages constructed or to be constructed upon the Land (each Building and Parking Garage shall hereinafter be referred to as a **"Parcel"** and together **"Parcels"**).

23. **"Project"** or **"Atlantic Crossing"** shall mean and refer to the cohesively managed multi-phase project being developed by Declarant upon the Land known as Atlantic Crossing.

24. **"Shared Expenses"** means the actual and estimated costs and expenses for which Owners are liable to the Master Association for the costs and expenses incurred by the Master Association in (1) administering, managing, operating, maintaining, repairing, replacing, reconstructing, financing, and/or improving the Shared Facilities and improvements thereon, and (2) in carrying out its powers and duties pursuant to the Master Documents.

25. **"Shared Facilities"** means all real and personal property which the Master Association owns, leases, or holds a possessory or use right interest in, including, but not limited to, those portions, components, features, or systems of the Buildings and the Land, which by purpose, nature, intent or function afford benefits to all Owners or serve more than one Building.

Unless otherwise defined herein, the terms defined in the Master Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

ARTICLE II NAME

The name of this corporation shall be ATLANTIC CROSSING ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 495 S. High Street, Suite 150, Columbus, Ohio, 43215.

ARTICLE III PURPOSES

The purpose for which the Master Association is organized is to take title to, operate, administer, manage, lease, and maintain the Shared Facilities located within the Project in accordance with the terms of and purposes set forth in the Master Declaration and to carry out the covenants and enforce the provisions of the Master Declaration. It is not intended that the Master Association become a condominium association within the meaning of the Condominium Act.

ARTICLE IV POWERS

The Master Association shall have the following powers and shall be governed by the following provisions:

A. The Master Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Master Association shall have all of the powers granted to the Master Association in the Master Documents. All of the provisions of the Master Declaration and Bylaws, which grant powers to the Master Association, are incorporated into these Articles.

C. The Master Association shall have all of the powers reasonably necessary to implement the purposes of the Master Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Master Documents.

2. To make, establish, amend, and enforce reasonable rules and regulations governing the use of the Shared Facilities.

3. To make, levy, and collect Expenses for the purpose of obtaining funds from its "Members" to pay for (1) Shared Expenses and other costs defined in the Master Declaration; (2) the costs and expenses associated with the collection of the Expenses; and (3) to use and expend the proceeds received as Expenses by the Master Association in the exercise of its powers and duties in accordance with the provisions of the Master Documents.

4. To own, maintain, repair, replace, and operate the Shared Facilities in accordance with the Master Documents.

5. To enforce by legal means the obligations of the Members in accordance with the provisions of the Master Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration, and management of the Shared Facilities and to enter into any other agreements consistent with the purposes of the Master Association, including, but not limited to, agreements with respect to professional management of the Shared Facilities and to delegate to such professional manager certain powers and duties of the Master Association.

7. To enter into the Master Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Master Association mandate to keep and maintain the Buildings in a proper and aesthetically pleasing condition (in accordance with the Standards) and to provide the Owners with

services, controls, and enforcement which will enhance the quality of life at the Buildings.

9. To delegate to Condominium Association(s) the collection of the Shared Expenses from their respective members, in which case, such Condominium Association(s) shall act as the collection agent of the Master Association and collect the Shared Expenses on behalf of the Master Association and remit same to the Master Association upon receipt.

10. To grant Easements over the Shared Facilities pursuant to the Master Declaration.

11. Employ or contract with a management company (which may be Declarant or an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Master Association.

12. Take whatever other actions the Master Association deems advisable with respect to the Shared Facilities as may be permitted hereunder or by law.

13. To borrow money and to obtain such financing as is necessary to maintain, repair, and replace the Shared Facilities in accordance with the Master Declaration and, as security for any such loan, to collaterally assign the Master Association's right to collect and enforce Expenses levied for the purpose of repaying any such loan.

14. To purchase real and/or personal property, as determined by the Master Association, pursuant to the Master Documents.

15. To enter into bulk contracts for cable, television, and/or internet services (if any) and to make the cost thereof a Shared Expense.

16. Notwithstanding anything contained herein to the contrary, the Master Association shall be required to obtain the approval of seventy-five percent (75%) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Master Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Expenses (including Shared Facilities);

(b) the collection of other charges that Owners are obligated to pay the Master Association pursuant to the Master Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Master Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Shared Facilities or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of seventy-five percent (75%) of the Voting Interests of the Members); or

- (e) filing a compulsory counterclaim.

ARTICLE V MEMBERS AND VOTING

The qualification of Members of the Master Association, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

A. Until such time as either (1) the first deed of conveyance of a Parcel from Declarant to an Owner, or (2) a Condominium Declaration with respect to a Parcel is recorded amongst the Public Records of the County (collectively and individually, the "**First Conveyance**"), the membership of the Master Association shall be comprised solely of Declarant. Prior to the First Conveyance, Declarant shall be entitled to cast the only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Parcels until each such Parcel is conveyed to another Owner or a Condominium Declaration with respect to such Parcel is recorded amongst the Public Records of the County, and thereupon and thereafter, each and every Owner, including Declarant as to Parcels owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Master Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Parcel as evidenced by recording an instrument of conveyance amongst the Public Records of the County. Where title to a Parcel is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree, or otherwise, the person, persons, or entity thereby acquiring such Parcel shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Master Association. Upon the recording of a Condominium Declaration with respect to a Parcel, the Condominium Association responsible for the operation of such Condominium shall be deemed the Owner of such Parcel for purposes of these Articles.

D. The Master Association shall have two (2) classes of voting membership:

1. "Class A Members" shall be all Members, with the exception of Declarant, while Declarant is a Class B Member, each of whom shall be entitled to the Voting Interest assigned to such Member's Parcel as set forth in the Master Declaration.

2. "Class B Members" shall be Declarant, who shall be entitled to three (3) times the total number of votes of the Class A Members plus one (1). Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("**Turnover Date**"):

(a) Three (3) months after all of the Voting Interests are held by Members other than Declarant; or

(b) At such time as Declarant shall designate in writing to the Master

Association.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Master Association and appoint directors as provided in Article X of these Articles.

E. The designation of different classes of membership is for purposes of establishing the number of votes applicable to certain Parcels, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Master Documents.

F. No Member may assign, hypothecate, or transfer in any manner its membership in the Master Association except as an appurtenance to its Parcel.

G. Any Member who conveys or loses title to a Parcel by sale, gift, devise, bequest, judicial decree, or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Parcel and shall lose all rights and privileges of a Member resulting from ownership of such Parcel.

H. There shall be only the assigned Voting Interest with respect to each Parcel, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Parcel as a result of the fee interest in such Parcel being held by more than one person, such Members collectively shall be entitled to only the Voting Interests assigned to such Parcel. The vote of the Owners of a Parcel owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Parcel or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("**Voting Member**"), and filed with the Secretary of the Master Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Master Association, the vote of such Parcel shall not be considered for a quorum or for any other purpose.

I. A quorum shall consist of persons entitled to cast at least a majority of the total Voting Interests of the Members.

ARTICLE VI TERM OF EXISTENCE

The term for which this Master Association is to exist shall be perpetual. In the event of dissolution of the Master Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Master Association shall be conveyed to a similar not-for-profit corporation or a public agency having a similar purpose or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Master Association and its properties in the place and instead of the dissolved Master Association.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles is:

Andrew M. O'Malley
Carey, O'Malley, Whitaker, Mueller, Roberts & Smith P.A.
712 South Oregon Avenue, Tampa, Florida 33606

The affairs of the Master Association shall be managed by the President of the Master Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members or the parents, children, spouses, officers, directors, shareholders, partners, or members of Members.

The Board shall elect the President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Jeffrey W. Edwards
Vice-President	Kim Ulle
Vice-President	John Leibold
Vice-President	Thomas Magers
Secretary	T. A. Ward II
Treasurer	Charles P. Driscoll
Assistant Secretary	Susan Wilgus

ARTICLE X
BOARD OF DIRECTORS

A. There shall be three (3) Directors on the first Board ("**First Board**") who are to serve until the Turnover Date. Following the Turnover Date, the number of Directors shall be nine (9), with the Owner of each Parcel having the right to appoint one (1) Director.

Except for Declarant appointed Directors. Directors must be Members or the parents, children, spouses, directors, shareholders, partners, or members of the Members.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Kim Ulle	495 South High Street Columbus Ohio 43215
John Leibold	495 South High Street Columbus Ohio 43215
Charles P. Driscoll	495 South High Street Columbus Ohio 43215

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the Turnover Date, each Member (Parcel Owner) shall appoint the number of Directors as follows:

<u>PARCEL</u>	<u>NUMBER OF DIRECTORS</u>
Parcel I	One
Parcel II	One
Parcel III	One
Parcel IV	One
Parcel V	One
Parcel VI	One
Parking Garage Parcel I	One
Parking Garage Parcel II	One
Parking Garage Parcel III	One

D. The Board shall continue to be so designated, as described in Paragraph C above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws).

A Director (other than a Declarant-appointed Director) may be removed from office only by the Member who appointed such Director.

E. Upon the resignation of a Director who has been designated by Declarant or the resignation of an officer of the Master Association who has been elected by the First Board, the Master Association and all of the Members of the Master Association shall be deemed to remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Master Association or Members had, now have or will have or which any personal representative, successor, heir or assign of the Master Association or Members hereafter can, shall

or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI INDEMNIFICATION

Each and every Director and officer of the Master Association shall be indemnified by the Master Association against all costs, expenses, and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Master Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Master Association, and in the event a Director or officer admits that he is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Master Association may be entitled under statute or common law.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board and thereafter may be altered, amended, or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance and after the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior consent of the Members, at a duly called meeting of the Board.

An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Directors setting forth their intention that an amendment to the Articles be adopted.

C. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Declarant, without the

prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold interest in or title to at least one (i) Parcel or any portion thereof; and (ii) any Mortgagee without the prior written consent of such Mortgagee.

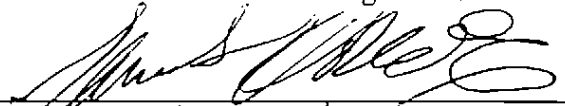
D. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles shall be adopted which shall abridge, amend, or alter the rights of Declarant hereunder, including, but not limited to, Declarant's right to designate and select Members of the First Board or otherwise designate and select Directors as provided in Article X hereof.

E. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Master Association is 712 South Oregon Avenue, Tampa, Florida 33606, and the initial registered agent of the Master Association that address shall be Andrew M. O'Malley.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this
26th day of August, 2024.


Print Name: Andrew M. O'Malley

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not-for-Profit Corporation Act.

Andrew M. O'Malley

Print Name: Andrew M. O'Malley

Dated: August 26, 2024

STATE OF FLORIDA)

)ss:

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26th day of August, 2024, by means of ☒ physical presence or ☐ online notarization, by Andrew M. O'Malley the person described as the Incorporator of these Articles who executed the foregoing Articles of Incorporation, who is personally known to me.

Notary Public

Print Name: Angela M. Covington

My Commission Expires:



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2024 AUG 27 PM 4: 27
CLERK OF STATE
TALLAHASSEE, FLORIDA