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ACCOUNT NO. : 072100000032  
REFERENCE : 708168 86560A  
AUTHORIZATION :  
COST LIMIT : \$ PREPAID

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ORDER DATE : February 16, 1998  
ORDER TIME : 4:22 PM  
ORDER NO. : 708168-005  
CUSTOMER NO: 86560A

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CUSTOMER: Thomas P. Hall, Esq  
THOMAS P. HALL, PA

3443-d Tamiami Trail

Port Charlotte, FL 33952-8101

DOMESTIC FILING

NAME: MIL-SPEC COMMUNICATIONS, LTD.

EFFECTIVE DATE:

ARTICLES OF INCORPORATION  
XX CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY  
XX PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Jeanine Glisar

EXAMINER'S INITIALS:

A98-428

Name Availability	OK
Document Examiner	OK
Updater	OK
Updater Verifier	OK
Acknowledgment	OK
W. P. Verifier	OK

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CERTIFICATE OF LIMITED PARTNERSHIP OF  
MIL-SPEC COMMUNICATIONS, LTD.

THIS CERTIFICATE OF LIMITED PARTNERSHIP is filed pursuant to Section 620.108 of the Florida Statutes by Marleen Lougran Zecchino, as general partner of Mil-Spec Communications, Ltd., a Florida limited partnership.

The general partner hereby states as follows:

1. Name of Partnership. The name of the partnership is "Mil-Spec Communications, Ltd." All activities and business of the partnership will be conducted under this name.

2. Agent for Service of Process. Thomas P. Hall, whose office address is 3443-D Tamiami Trail, Port Charlotte, FL 33952, is the partnership's agent for service of process.

3. General Partners. The name of the general partner of this partnership is Marleen Lougran Zecchino, and her address is 7245 Manasota Key Road, Englewood, FL 34223-9306.

4. Principal Place of Business and Mailing Address of Partnership. The principal place of business of the partnership will be located at 7245 Manasota Key Road, Englewood, Florida, 34223-9306, or as such other place as the general partner may hereafter designate. The foregoing will also serve as the partnership's mailing address.

5. Latest Date Upon Which Partnership Is To Dissolve. The latest date upon which the partnership is to dissolve is December 31, 2022.

6. Partnership Purpose. The partnership has been formed and will be availed of for purposes of purchasing, refurbishing, advertising, selling and distributing used and surplus communications equipment; own, hold, maintain, and operate a parcel of improved real property which is located in California; and hold, manage, invest and re-invest such stocks, bonds, and other marketable securities as the general partner deems advisable from time to time. In addition, the partnership will:

- (a) acquire, hold, maintain, improve, develop, operate, lease, sell, exchange or otherwise dispose of additional parcels of real property, or interests in real property, located in such places, within or outside the state of Florida, as the general partner may hereafter decide; and

- (b) invest and re-invest any profits that the partnership may derive from the communications equipment its sells, as well as any interest and dividend income it may realize;
- (c) invest and re-invest the rent and net proceeds derived from any sale of the partnership's real estate holdings; and
- (d) all activities related or incidental to the foregoing.

7. Management and Control of Partnership. The business and affairs of the partnership will be controlled and managed exclusively by the general partner.

8. Limited Liability. No limited partner is personally liable either to the partnership, to any other partner, or to any creditor of the partnership for any expenses, debts, liabilities or other obligations of the partnership.

9. Limitation Upon Authority of the Limited Partners. The limited partners are not entitled to take part in the management, conduct or control of the partnership's business, and they have no right or authority to act for or bind the partnership.

10. Rights of the Limited Partners. The limited partners have all rights conferred upon limited partners by the Florida Revised Uniform Limited Partnership Act (1986). In addition, the limited partners may vote upon:

- A. removal of the general partner;
- B. election of a successor general partner;
- C. the sale of all or substantially all of the partnership property in a single sale or multiple sales occurring during a single twelve-month period;
- D. amendments to the partnership agreement; and
- E. the dissolution of the partnership prior to December 31, 2022.

11. Voting Rights of the Limited Partners. With respect to the foregoing matters, each limited partner will be entitled to cast as many votes as (s)he holds units in the partnership.

12. Assignment of Units Permitted. In accordance with section 620.152(1)(a) of the Florida Revised Uniform Limited Partnership Act (1986), but subject to the restrictions contained in sections 19 and 20 of this Certificate, a limited partner may assign his/her units in the partnership at any time.

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 98 FEB 17 AM 8:39

13. Recognition of Assignee. The partnership will not recognize any assignment of a partner's units until such time as a written and acknowledged instrument of assignment has been received by the general partner, approved by counsel for the partnership, and recorded on the books of the partnership. Until that time, both the partnership and the general partner are required to recognize as owner of such units the partner in whose name the units are registered on the books and records of the partnership. Neither the partnership nor the general partner will incur any liability for a distribution of Distributable Partnership Cash to the limited partner in whose name such units are registered.

Assignments will be recognized by the limited partnership as of the first day of the calendar month following receipt by the partnership of the written instrument of assignment. At that time, the assignor will cease to be a partner and will cease to have the power to exercise any rights or powers otherwise possessed by the partners of the partnership.

14. Payment of Distributable Partnership Cash and Partnership Allocations Where Units Have Been Assigned. Distributions of Distributable Partnership Cash will be made to, and items of income, gain, loss, deduction and credit of the partnership will be divided between, the assignor and the assignee of units in this partnership according to their agreement. In the absence of an agreement, items of partnership income, gain, loss, deduction and credit will be allocated in the manner set forth in sections 7.07 of the limited partnership agreement and section 13 of this Certificate. Distributable Partnership Cash will be distributed to the person to whom the correlative item of income or gain is allocated.

15. Right of Assignee to Become Limited Partner. No assignee of any units in this partnership has the right to become a limited partner in place of his/her assignor unless each of the following conditions is satisfied:

- A. a fully-executed and acknowledged written instrument of assignment has been submitted to the general partner as required by section 13 of this Certificate;
- B. the instrument of assignment specifically sets forth the intention of the assignor that the assignee become a limited partner in his/her place;
- C. the assignor and assignee submit such opinions of counsel (see section 19), and execute and acknowledge such other instruments as the general partner may deem necessary and desirable to effect the assignee's admission, including a written acceptance by the assignee of the provisions of this agreement, and

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98 FEB 17 AM 8:39

his/her execution, acknowledgement and delivery to the general partner of a power of attorney, the form and content of which are fully described in Article Seventeen of the limited partnership agreement;

- D. the assignee executes an appropriate agreement promising to comply with all restrictions imposed by federal and Florida securities law;
- E. the costs referred to in section 16, below, have been paid to the partnership;
- F. this Certificate has been amended to reflect the admission of a limited partner; and
- G. (1) the general partner has consented to the admission, in writing; or  
(2) all other partners consent.

The general partner may refuse to consent to the admission of any assignee as a limited partner, with or without cause. By signing the Agreement of Limited Partnership and the special power of attorney described in Article Seventeen thereof, each limited partner is deemed to have consented to any admission of limited partners approved by the general partner.

16. Costs of Assignment. An assignee is required to pay all reasonable expenses incurred by the partnership in connection with the assignee's admission as a limited partner, including, but not limited to, the cost of the preparation and filing of any amendment to this Certificate that may be necessary under Florida law and the preparation and filing of any notice which must be filed with the United States Securities and Exchange Commission or the Division of Securities of the Florida Department of Banking and Finance.

17. Rights of Assignees Who Become Limited Partners. An assignee who has become a limited partner has all the rights and powers, and is subject to all the restrictions and liabilities of the assignor. However, an assignee is not obligated for liabilities which are unknown to the assignee at the time (s) he became a limited partner and which could not be ascertained from the partnership agreement. But an assignee who becomes a limited partner is liable for the obligations of his/her assignor to return capital contributions to the extent indicated in section 8.03 of the limited partnership agreement.

18. Rights of Assignees Not Accepted As Limited Partners. An assignee of any unit(s) in this partnership who is not admitted as a limited partner has no right to:

- A. require any information or accounting of the partnership's transactions;

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- B. inspect the partnership's books; or
- C. vote on any of the matters as to which a limited partner would otherwise be entitled to vote.

Such an assignee is only entitled to receive allocations of items of partnership income, gain, loss, deduction and credits as provided in Article Seven of the limited partnership agreement; to receive distributions of Distributable Partnership Cash as provided in Article Eight of the limited partnership agreement; to distributions made on dissolution and liquidation of the partnership as provided in Article Fourteen of the limited partnership agreement; and to receive a Schedule K-1 reporting the amount of income, gains, losses, deduction and credits to which the assignee is entitled because of his/her ownership of units in the partnership.

19. Assignment of Units Restricted and Prohibited Unless Conditions Of This Section Are Satisfied. A limited partner is not permitted to assign or otherwise transfer units in the partnership unless the assignment or transfer is in compliance with this section or if the assignment or transfer, in the opinion of counsel for the partnership, will:

- A. cause a violation of any law or regulation or require the registration of this limited partnership with the United States Securities and Exchange Commission, the Division of Securities of the Department of Banking and Finance of the State of Florida, or any other state or federal agency;
- B. result in a close of the partnership's taxable year with respect to all partners;
- C. result in termination of the partnership within the meaning of section 708(b) of the Internal Revenue Code of 1986, as amended; or
- D. result in the termination of its status as a partnership under the Internal Revenue Code, the regulations promulgated thereunder, and judicial decisions rendered with respect to the classification of organizations as partnerships.

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In view of the foregoing, the general partner has the right to require an opinion of the partnership's counsel, counsel for the assigning limited partner or counsel for the assignee, or any combination of the three, that such an assignment or transfer is in compliance with this agreement and does not violate any federal or state securities laws or regulations, nor will result in any detriment to the partners in the manner described in subparagraphs

B through D of this section, above. Any attempted assignment or transfer not in compliance with this section is void.

20. Right of First Refusal. The partnership has a right of first refusal in all units of interest in this partnership. Accordingly, every limited partner is obligated to offer his/her units to the partnership before selling or assigning units owned by him/her in this partnership. The partnership will have the right, exercisable for a period of 30 days following the offer, to purchase the units at the price and on the same terms and conditions as made in any bona fide offer made or received by the assigning partner.

21. Transfers Between Related Parties. Transfers between related parties are permitted provided they are in conformity with the terms and provisions of sections 13 through 19, above. The foregoing right of first refusal will not apply to any such related party transfers.

22. Assignments of Legal Representative of Limited Partner on Death or Incapacity. Upon the death or incapacity of an individual who is a limited partner, his/her legal representative has all of the partner's rights for purposes of settling and managing his/her estate. Specifically, such legal representative has the power that the affected limited partner possessed to designate an assignee of his/her units as a limited partner. No legal representative has any right, however, to become a limited partner in place of the affected limited partner unless the requirements otherwise imposed under sections 12 through 20, above, are first met. Nonetheless, the successor trustee of any revocable living trust that may at any time hold units in the partnership will be recognized as a limited partner hereof since units held by the trustee of any such trust are at all times held by the trustee for and on behalf of the trust.

For purposes of this section, the term "legal representative" refers to the personal representative of a deceased limited partner's probate estate; the successor trustee of a limited partner's revocable living trust; a limited partner's duly-appointed guardian or conservator; or the attorney-in-fact named by a limited partner in his/her durable power of attorney.

23. Assignments by the General Partner. The general partner may not assign or transfer her units of interest in the partnership except to any successor general partner who may be elected by the limited partners on the resignation, removal, incapacitation or death of the general partner.

24. Pledge of Units as Collateral. Pledge or encumbrance of units in this partnership as collateral or security for the obligations of any partner, or others, is prohibited unless the general partner consents thereto and an opinion of counsel to the partnership is obtained stating that no violation of federal or Florida securities law will result therefrom.

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25. Pronouns. All pronouns refer to the masculine, feminine or neuter gender, as the context requires.

26. Gender. The singular or plural, as the identification of the person, corporation, firm or other entity may require.

IN WITNESS WHEREOF, this Certificate of Limited Partnership is signed this 30th day of January, 1998 by Marleen Lougran Zecchino, as general partner of Mil-Spec Communications, Ltd.

MIL-SPEC COMMUNICATIONS, LTD.,  
a Florida Limited Partnership

By: Marleen Lougran Zecchino  
Marleen Lougran Zecchino  
General Partner

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AFFIDAVIT DECLARING AMOUNT OF CAPITAL CONTRIBUTIONS  
TO MIL-SPEC COMMUNICATIONS, LTD.

STATE OF FLORIDA            )  
                                  )  
COUNTY OF CHARLOTTE        )

BEFORE ME, the undersigned authority, personally appeared Marleen Lougran Zecchino who, first being duly sworn, deposes and states:

1. My name is Marleen Lougran Zecchino.
2. I am the general partner of Mil-Spec Communications, Ltd., a Florida limited partnership.
3. I have contributed \$12,500 in cash to the capital of the partnership in my capacity as general partner.
4. The limited partners have made the following contributions to the capital of the partnership:
  - A. Marleen Lougran Zecchino has contributed cash and assets having an aggregate value of \$62,500, broken down as follows:
    - (1) an undivided one-half in an unincorporated business that was heretofore conducted under the name of Mil-Spec Communications, having a value of \$7,500; and
    - (2) an undivided one-half interest in a certain parcel of real property, which is identified on the attached addendum hereto, having a value of \$30,000; and
    - (3) cash in the amount of \$12,500.

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B. Paul V. Zecchino has contributed cash and assets having an aggregate value of \$62,500, broken down as follows:

- (1) an undivided one-half in an unincorporated business that was heretofore conducted under the name of Mil-Spec Communications, having a value of \$7,500; and
- (2) an undivided one-half interest in a certain parcel of real property, which is identified on the attached addendum hereto, having a value of \$30,000; and
- (3) cash in the amount of \$25,000.

5. Thus, the limited partners have made an aggregate initial contribution to the capital of the partnership of cash and property having a total value of \$112,500.

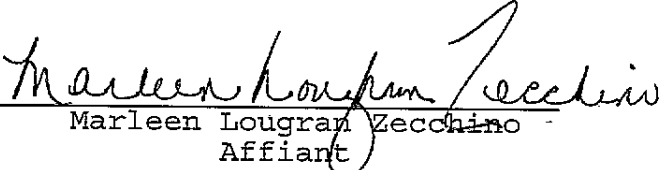
6. The total value of the assets contributed to the partnership by all the partners is \$150,000.

7. No further contributions are required or contemplated by the limited partners.

8. This affidavit is given pursuant to section 620.108(1) of the Florida Revised Uniform Limited Partnership Act (1986).

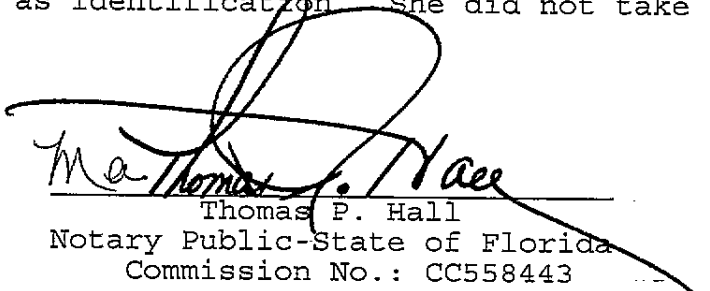
9. I am familiar with the nature and effect of an affidavit.

UNDER PENALTIES OF PERJURY, I declare that the foregoing is true and accurate.

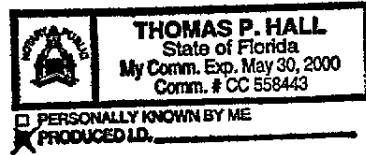
  
Marleen Lougran Zecchino  
Affiant

STATE OF FLORIDA        )  
                                  )  
COUNTY OF CHARLOTTE    )

The foregoing instrument was acknowledged before me this 30th day of January, 1998, by Marleen Lougran Zecchino, who has produced her Florida driver's license as identification. She did not take an oath.

  
Thomas P. Hall  
Notary Public-State of Florida  
Commission No.: CC558443

My Commission Expires: 5/30/00

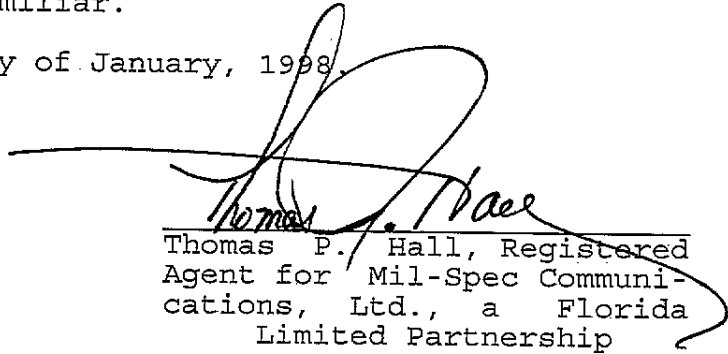


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ACCEPTANCE OF REGISTERED AGENT  
FOR MIL-SPEC COMMUNICATIONS, LTD.

HAVING BEEN named to accept service of process for the above stated limited partnership, I hereby accept to act in this capacity, and agree to comply with the provisions of section 620.192 of the Florida Revised Uniform Limited Partnership Act (1986), with which I am familiar.

Executed this 30th day of January, 1998.

  
Thomas P. Hall, Registered  
Agent for Mil-Spec Communi-  
cations, Ltd., a Florida  
Limited Partnership

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**Thomas P. Hall, P. A.**

Attorney and Counselor at Law

THOMAS P. HALL  
BOARD CERTIFIED IN TAX

3443-D TAMiami TRAIL  
PORT CHARLOTTE, FLORIDA 33952-8101

TELEPHONE (941) 627-0003

February 13, 1998

The Division of Limited Partnership  
Florida Department of State  
Tallahassee, FL 32399

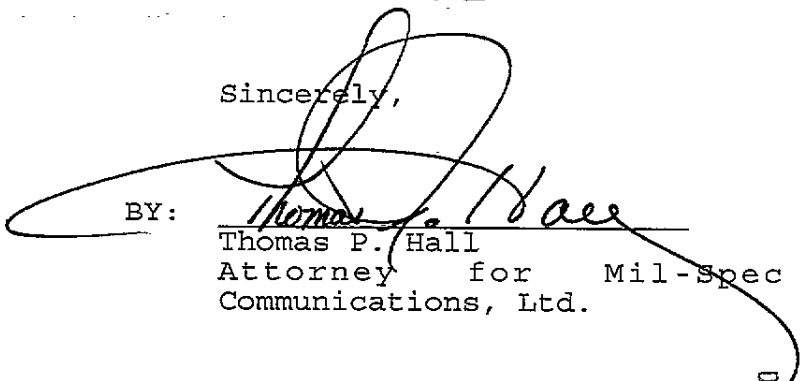
RE: Partnership Name: Mil-Spec Communications, Ltd.  
TIN: Applied For  
Date of Creation: January 30, 1998

TO WHOM THIS MAY CONCERN:

Corporation Information Services, Inc, is hereby authorized to deliver the documents listed below and return to me evidence of accepting and filing.

Sincerely,

BY:

  
Thomas P. Hall  
Attorney for Mil-Spec  
Communications, Ltd.

Documents submitted: Certificate of Limited Partnership of  
Mil-Spec Communications, Ltd.

Affidavit Declaring Amount of Capital  
Contributions to Mil-Spec Communica-  
tions, Ltd.

Acceptance of Registered Agent

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