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Kamdar & Co.-

10 South State Street
Lindon, UT 84042

Phone: (801) 785-6700 Fax: (801) 785-6701

MJH

June 20, 2000

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W-10418

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-06/21/00-01122-001

****140.00 ****140.00

Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

RE: GORDON TRUEBLOOD D.B.A. OSPREY INVESTMENT CO., LP
EIN: 91-2053434

Dear Sir or Madam:

Enclosed is the original Certificate of Formation of Limited Partnership along with a copy and a check to cover the following applicable fees:

• Minimum Filing Fee (based on less than \$1,000 contributed)	\$ 52.50
• Registered Agent Designation	35.00
• Certified Copy (less than 15 pages)	52.50
	<u>\$140.00</u>

Please return authorized certificates to the following address:

JE
Gordon Trueblood
c/o Kamdar & Co.
10 South State Street
Lindon, UT 84042

Thank you for your attention in this matter. Please direct any questions or correspondence to the above-mentioned accounting firm.

Sincerely,

V. H. Kamdar

V. H. Kamdar

00 JUL 28 AM 7:46
SECRETARY OF STATE
DIVISION OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 27, 2000

V.H. KAMDAR
KAMDAR & CO.
10 SOUTH STATE STREET
LINDON, UT 84042

SUBJECT: OSPREY INVESTMENT CO., LTD.
Ref. Number: W00000016418

We have received your document for OSPREY INVESTMENT CO., LTD. and your check(s) totaling \$140.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity.

Please select a new name and make the correction in all appropriate places. One or more major words may be added to make the name distinguishable from the one presently on file.

Adding "of Florida" or "Florida" to the end of a name is not acceptable.

The name of the entity cannot include "CO." This word/abbreviation is readily associated with or is commonly used to denote another type of entity. Please amend your document throughout accordingly.

The document must contain the entity's complete mailing address.

The registered agent must sign accepting the designation.

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) 487-6967.

Michelle Hodges
Document Specialist

Letter Number: 600A00036349

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

00 JUL 28 AM 7:46

CERTIFICATE OF FORMATION OF LIMITED PARTNERSHIP

STATE OF Florida)
 : ss.
COUNTY OF Putnam)

We, the Limited Partners and the General Partner, being all members of MITCHELL Osprey Investment Ltd., do hereby certify and state:

FIRST: The name of the partnership is Mitchell Osprey Investment Ltd. The partnership may do business under the name of MITCHELL Osprey Investment Ltd.

SECOND: The character of the business of the partnership is to operate & market movies & television Scripts and any and all other allied activities approved by law in conjunction therewith to conduct such activities as are necessary to conduct such business, and to carry on such other enterprises and businesses as the General Partner may from time to time determine.

THIRD: The location of the principal place of business and the mailing address is, 292 Mason Road, Melrose, Florida 32666.

FOURTH: The name and place of residence of each member, general or limited partners, being separately designated, is as follows:

General Partner

Guerdon Trueblood

Residing at

292 Mason Road
Melrose, Florida 32666

Limited Partners

Guerdon Trueblood

292 Mason Road
Melrose, Florida 32666

Alexandra Trueblood

292 Mason Road
Melrose, Florida 32666

FIFTH: The term for which the partnership is to exist is, the partnership had begun as of January 10, 2000, and shall continue until dissolved by the death of all general partners or until dissolved by law or by agreement of the members of the partnership.

SIXTH: The amount of cash and description of and the agreed value of the other property contributed by each partner is as follows:

<u>General Partner</u>	<u>Cash</u>	<u>Other Property Description Agreed Value</u>
Guerdon Trueblood	-0-	\$ 100.

Limited Partners

Guerdon Trueblood -0- \$ 400.

Alexandra Trueblood -0- \$ 500.

SEVENTH: The additional contributions, if any, agreed to be made by each limited partner, the times at which, or events on the happening of which, they shall be made is as follows: None.

EIGHTH: The time, if agreed upon, for the contributions of each limited partner to be returned, is as follows: None agreed upon.

NINTH: The share of the profits, or the other compensation by way of income, which each limited partner shall receive by reason of his contribution is as follows:

The general partner may receive a salary per year, to be fixed by the general partner in a reasonable amount to cover his superintendence and management of the work and business in proportion to the amount of work done by him each year. After the payment of said salary to said general partner, and the deduction of all other expenses of the partnership, then that income and profits, except a portion thereof retained for capital of the partnership, shall be divided among the partners, both general and limited, in proportion to their respective interest in the capital account of the partnership.

The interest of each partner in the capital account of the partnership is as follows:

<u>General Partner</u>	<u>Interest in Capital Account</u>
Guerdon Trueblood	10.0%
<u>LIMITED Partners</u>	
Guerdon Trueblood	40.0%
Alexandra Trueblood	50.0%

TENTH: The right, if given, of a limited partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution is as follows:

A limited partner's interest is assignable. An assignee shall have the right to become a substituted limited partner, if

all the members (except the assignor) consent thereto. On the death of a limited partner, his Personal Representative shall have all the rights of a limited partner for the purpose of settling his estate, and such power as the deceased had to constitute his assignee a substituted limited partner. Upon the termination of a trust whose Trustee is a Limited Partner hereunder, the distribution of the Limited Partnership interest to the beneficiary thereof and the substitution of such beneficiary as a Limited Partner will not require such consent.

ELEVENTH: The right, if given, of the partners to admit additional limited partners is as follows:

The general partners may admit additional limited partners.

TWELFTH: The right, if given, of one or more of the limited partners to priority over other limited partners as to contributions, or as to compensation by way of income, and the nature of such priorities is as follows: None.

THIRTEENTH: The right, if given, of the remaining general partner or partners to continue the business on the death, retirement or insanity of a general partner is as follows:

The death, retirement or insanity of a general partner shall not operate to terminate this limited partnership, provided that there is then living at least one general partner and said surviving general partner has not terminated the partnership.

FOURTEENTH: The right, if given, of a limited partner to demand and receive property other than cash in return for his contribution is as follows:

Each limited partner is given the right to demand and receive property other than cash in return for his contribution if the general partner consents to such demand and the terms thereof.

FIFTEENTH: In addition to the foregoing, the company will indemnify and save the organizers harmless for all acts taken by them as organizers of the company, and will pay all costs and expenses incurred by or imposed on them, as a result of the same including compensation based on the usual charges for expenditures required of them in pursuit of the defense against any liability arising on account of acting as organizers or on the account enforcing the indemnification right under this Certificate of Limited Partnership, and the company releases them from all liability or any such act as organizers not involving willful or gross negligent conduct.

SIXTEENTH: Registered Agent: The name and address of the agent for service of process is: Guerdon Trueblood, 292 Mson Road, Melrose Florida, 32666.

I certify that I am authorized to execute this certificate to the best of my knowledge and belief that the facts stated in this certificate are true.

I, Guerdon Trueblood, being first duly sworn upon oath, depose and say that I am the General Partner of Mitchell Osprey

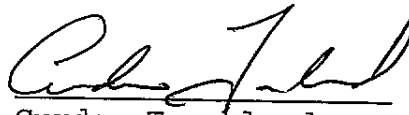
Investment Ltd., named in the forgoing Certificate of Limited Partnership, that I have read the contents of the same and that the statements contained in such Certificate of Limited Partnership are true and correct.

General Partner


Guerdon Trueblood

Acceptance of Registered Agent

I, Guerdon Trueblood, accept responsibility as a registered agent in Mitchell Osprey Investment Ltd.


Guerdon Trueblood
Registered Agent

State of ~~Florida~~)
 ~~Wisconsin~~)
~~Putnam~~ County)
Door

SUBSCRIBED AND SWORN TO by Guerdon Trueblood before me
this 26th day of July, 2000


Notary Public

Residing at:

Washington Island, WI.
54246

My Commission Expires:

Dec. 7, 2003