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P.O. DRAWER 2349  
LAKE CITY, FL 32056-2349

JOHN E. NORRIS  
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\* CERTIFIED MEDIATOR

February 11, 2002

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

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-02/13/02--01052--016  
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-03/19/02--01036--003  
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RE: Seto Family Limited Partnership

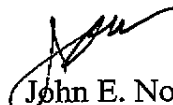
Gentlepersons:

W02-4826 / A02-382

Enclosed are the original and one copy of the Certificate of Limited Partnership of Seto Family Limited Partnership. Please file the original and return a certified copy to us. Our check in the sum of \$1,802.50 is enclosed to cover the cost of filing and the certified copy.

Thank you for your courtesies.

Sincerely yours,

  
John E. Norris

FLK:rah  
Enclosure

WL 3/19  
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DIVISION OF CORPORATIONS  
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FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

February 19, 2002

**RECEIVED**  
FEB 25 2002

JOHN E. NORRIS  
NORRIS, KOBERLEIN, & JOHNSON, P.A.  
P.O. DRAWER 2349  
LAKE CITY, FL 32056-2349

Norris & Koberlein, P.A.

SUBJECT: SETO FAMILY LIMITED PARTNERSHIP  
Ref. Number: W02000004826

We have received your document for SETO FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$1802.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain both the street address of the principal office and the mailing address of the entity.

In addition to the \$1802.50 you submitted, there is an additional \$35 due for the designation of the Registered Agent. The Registered Agent must sign an acceptance as Registered Agent - please refer to our attached blank form.

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) 245-6958.

Lee Rivers  
Document Specialist

Letter Number: 102A00010277

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THIS INSTRUMENT PREPARED BY:  
JOHN E. NORRIS  
NORRIS, KOBERLEIN & JOHNSON, P.A.  
P. O. BOX 2349  
LAKE CITY, FLORIDA 32056-2349

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SETO FAMILY LIMITED PARTNERSHIP

**KNOW THAT,** William Seto, having an address at 3869 U.S. Hwy. 129 North, Live Oak, Florida 32060 ("General Partner"), and Helen Seto, having an address at Route 23, Box 1245, Lake City, Florida 32025 ("Limited Partner"). **DO HEREBY CERTIFY THAT:**

1. The name of the Partnership is "Seto Family Limited Partnership".
2. The character of the business of the Partnership is to transact any lawful business, to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Partnership; and to carry on any other activities necessary to, in connection with or incidental to the foregoing, as the General Partner in his discretion may deem desirable.
3. The location of the principal place of business of the Partnership is located at 3869 U.S. Highway 129 North, Live Oak, Florida. The mailing address of the Limited partnership is 3869 U.S. Highway 129 North, Live Oak, Florida 32060.
4. The Partnership hereby designates William Seto, whose address is 3869 U.S. Highway 129 North, Live Oak, Florida 32060, as Registered Agent of the Partnership for the service of process.
5. The name and address of the General Partner are: William Seto, residing in Live Oak, Florida ("General Partner"). The name and address of the Limited Partner are: Helen Seto of Lake City, FL 32055 ("Limited Partner").
6. The General Partner has contributed to the capital of the Partnership \$100.00. The Limited Partner has contributed to the capital of the Partnership \$100.00.

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7. Any Limited Partner may elect to pay 100.00 percent of such contribution by delivery of a Promissory Note, providing for payments of said portion of the capital contribution according to a schedule more particularly described in the Promissory Note annexed to the Limited Partnership Agreement as an exhibit. No additional contributions have been agreed to be made by the Limited Partner.

8. As used in the Limited Partnership Agreement, the term "Partners' Percentage Interests" means the percentages set forth opposite the name of each Partner below:

General Partner -- Percentage Interest

William Seto -- 1.00 percent

Limited Partner -- Percentage Interest

Helen Seto -- 99.00 percent

During each fiscal year, the net profits and net losses of the Partnership and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Partner in proportion to the Partners' Percentage Interests.

The net profits of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital account of the Partners in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Partners in proportion to the Partners' Percentage Interests. The net losses of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Partners are in excess of the original contributions of such Partners, in proportion to each excess balances in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Partners in proportion to the Partners' Percentage Interests.

The cash receipts of the Partnership shall be applied in the following order of priority: (a) to the payment by the Partnership of amounts due on debts and liabilities of the Partnership other than to any Partner, and operating expenses of the Partnership; (b) to the payment of interest and amortization due on any loan made to the Partnership by any Partner; (c) to the establishment of cash reserved determined by the General Partner to be necessary or appropriate, including without limitation reserves for the operation of the Partnership's business, taxes and contingencies; and (d) to the repayment of any loans made to the Partnership by any Partner. Thereafter, the cash receipts of the Partnership shall be distributed among the Partners as provided in the Limited Partnership Agreement.

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Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts of the Partnership, other than from capital transactions, shall be allocated among the Partners in proportion to the Partners' Percentage Interests.

Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts from capital transactions shall be allocated in the following order of priority: (a) to the Partners in proportion to their respective capital accounts until each Partner has received cash distributions equal to any positive balance in his capital account; then (b) to the Partners in proportion to the Partners' Percentage Interests.

9. The contributions of the Limited Partner are to be returned upon the dissolution of the Partnership, to the extent the Partnership has funds available therefor, or, subject to the limitations imposed by law, at such earlier time as may be determined by the General Partner in accordance with the Limited Partnership Agreement.

10. No Limited Partner is given any right to demand or receive property other than cash in return of his capital contribution, provided, however, that in the event of the liquidation of the Partnership there may be distributed property of the Partnership in kind to the Limited Partner in return for her capital contributions, as is more particularly set forth in the Limited Partnership Agreement.

11. No Limited Partner has the right to substitute an assignee as a Limited Partner in his place except with the consent of the General Partner and in accordance with the terms and conditions of the Limited Partnership Agreement. The Limited Partnership Agreement includes a right of first refusal if a Partner desires to assign or transfers any interest in the Partnership. The General Partner may convert up to 95 percent of his interest in the Partnership from that of a General Partner to interests of Limited Partners by written notice to all of the Partners.

11. The General Partner has not been given the right to admit additional Limited Partners into the Partnership.

12. The term of Partnership shall continue until December 31, 2050, unless sooner terminated pursuant to the terms and conditions of the Limited Partnership Agreement. The Partnership shall terminate upon the occurrence of any of the following: the disposition of all or substantially of the assets of the Partnership; the decision of the General Partner with the consent of the Limited Partners holding a majority in interest of the Limited Partners' interest hereunder; or any other event which pursuant to the Limited Partnership Agreement shall cause termination of the Partnership.

IN WITNESS WHEREOF, the undersigned have executed this Certificate  
December 28, 2001.

In the presence of:

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JAN 19 AM 10:41

William Seto  
William Seto

print:

Joan E. Forre  
JOAN E. FORRE

print:

Angela R. Cooper  
Angela R. Cooper

In the presence of:

Helen Seto  
Helen Seto

print:

April S. Janson  
April S. Janson

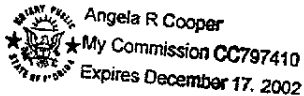
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Angela R. Cooper  
Angela R. Cooper

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STATE OF FLORIDA, COUNTY OF COLUMBIA, ss.

The foregoing instrument was acknowledged before me on the 28<sup>th</sup> day of December, 2001, by William Seto.

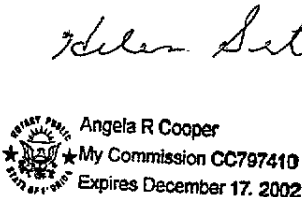


Angela R. Cooper  
print: Angela R. Cooper  
Notary Public  
My commission expires on 12/17/02

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced:

STATE OF FLORIDA, COUNTY OF COLUMBIA, ss.

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of December, 2001, by Helen Seto.



Angela R. Cooper  
print: Angela R. Cooper  
Notary Public  
My commission expires on 12/17/02

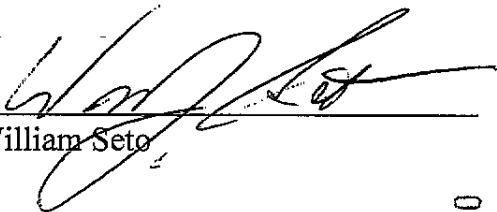
Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced:

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ACCEPTANCE  
OF RESIDENT AGENT  
OF  
SETO FAMILY LIMITED PARTNERSHIP

Having been named as a registered agent to accept service of process for the above stated limited partnership at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

DATE: 3-12-02

  
\_\_\_\_\_  
William Seto

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AFFIDAVIT

STATE OF FLORIDA

COUNTY OF COLUMBIA

Before me, the undersigned officer, personally appeared this date, Helen Seto, a limited partner of the SETO FAMILY LIMITED PARTNERSHIP, who after being duly sworn, deposes and says that she has contributed capital contributions to the SETO FAMILY LIMITED PARTNERSHIP in the amount of \$ 100<sup>00</sup> and that she anticipates contributing \$ 249,900<sup>00</sup> on or before one year from date.

Helen Seto  
Helen Seto

SWORN TO AND SUBSCRIBED before me by Helen Seto this 28<sup>th</sup> day of December 2001 and who is personally known to me or has produced \_\_\_\_\_ as identification.



Angela R Cooper  
My Commission CC797410  
Expires December 17, 2002

Angela R. Cooper  
Notary Public  
State of Florida  
My commission expires: 12-17-02

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