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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

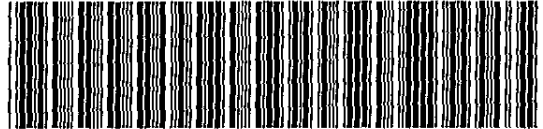
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Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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11/10 FL LP

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STATE OF FLORIDA  
TALLAHASSEE

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**KAMDAR & CO.**

10 South State Street  
Lindon, UT 84042-1939  
Tel (801) 785-6700 fax (801) 785-6701

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November 5, 2003

Department of the State  
State of Florida  
Division of the Partnership  
409 East Gaines Street  
Tallahassee, FL 32399

Re: Certificate of Limited Partnership  
Amazing Animation Filing

Dear Sir or Madam:

On behalf of the Amazing Animation, Kamdar & Company hereby submits Certificates of Limited Partnership in duplicate.

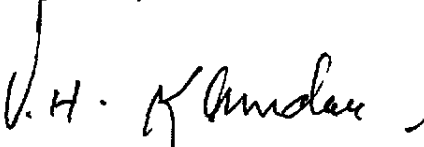
Kamdar & Company will appreciate an extra set stamped as received by your office and then return the same to this office for our records.

Kamdar & Company check #5750 dated November 5<sup>th</sup> 2003 is enclosed here as filing fees in the amount of \$87.50 being as follows:

Minimum filing fee of .....	\$ 52.50
Registered Agent fee .....	<u>35.00</u>
Total	<u>\$ 87.50</u>

If there are any questions or need for additional information, please call us or write to this office at the above noted address.

Respectfully,

  
V. H. Kamdar

Attachments: Cert., of LP  
Filing Fee Check

CERTIFICATE OF FORMATION OF LIMITED PARTNERSHIP

We, the Limited Partners and the General Partners, being all members of Amazing Animation, Ltd., a Florida limited partnership, and being sworn upon oath, do hereby certify pursuant to the revised Uniform Partnership Act of 1995 consisting of ss. 620.81001- 6620-9902 that:

FIRST: The name of the partnership vide statute 620.108(a) is Amazing Animation, Ltd. The partnership may do business under the name Amazing Animation, Ltd.

SECOND: The character of the business of the partnership is to acquire any and all matters pertinent to the sale distribution and promotion of pictures, portraits in the form of cartoon characters and caricatures 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 of the partnership is 3717 SW Brassie Way, Palm City, Florida 34990.

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

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

<u>General Partner</u>	<u>Residing at</u>
Perry M. Shiller	3717 SW Brassie Way Palm City, FL 34990
<u>Limited Partners</u>	
Janet L. Shiller	3717 SW Brassie Way Palm City, FL 34990
Jessica R. Shiller	3717 SW Brassie Way Palm City, FL 34990
Brittney Shiller	3717 SW Brassie Way Palm City, FL 34990
Perry M. Shiller	3717 SW Brassie Way Palm City, FL 34990
Stephen J. Shiller	3717 SW Brassie Way Palm City, FL 34990
Richard Shiller	3717 SW Brassie Way Palm City, FL 34990

FIFTH: The term for which the partnership pursuant to Sec 620.108(2) is to exist is, the partnership shall begin as of the date of this filing, 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>
Perry M. Shiller	-0-	\$ 200.00
<u>Limited Partners</u>		
Janet L. Shiller	-0-	\$ 300.00
Jessica R. Shiller	-0-	\$ 150.00

Brittney Shiller	-0-	\$ 150.00
Perry M. Shiller	-0-	\$ 150.00
Stephen J. Shiller	-0-	\$ 0.00
Richard Shiller	-0-	\$ 0.00

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 or guaranteed payments, 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:

General Partner                      Interest in Capital Account

Perry M. Shiller                      20%

Limited Partners

Janet L. Shiller                      30%

Jessica R. Shiller                      15%

Brittney Shiller                      15%

Perry M. Shiller                      20%

Stephen J. Shiller                      10%

Richard Shiller                      10%

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.

IN WITNESS WHEREOF, the partners have hereto set their  
hands this 28 day of August, 2003.

General Partner

Perry M. Shiller

Perry M. Shiller

Limited Partners

Janet L. Shiller

Janet L. Shiller

Jessica R. Shiller

Jessica R. Shiller

Brittney Shiller

Brittney Shiller

Perry M. Shiller

Perry M. Shiller

Stephen J. Shiller

Stephen J. Shiller

Richard Shiller

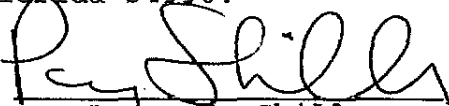
Richard Shiller

~~NOAH SHILLER~~  
NOAH Shiller




Acceptance of Registered Agent

I, Perry M. Shiller accept responsibility as Registered Agent of Amazing Animation, Ltd. For service purposes my address is, 3717 SW Brassie Way, Palm City, Florida 34990.

  
Perry M. Shiller  
RESIDENT AGENT

State of Florida     )  
                              :SS  
Martin County         )

SUBSCRIBED AND SWORN TO by Perry M Shiller before me  
this 28 day of August 2003.

  
\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

