

A07329

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

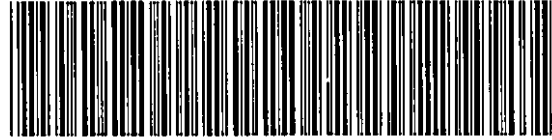
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800317403118

FT. LAUDERDALE LP No. 7329
 BROWARD
 NAME HARDLY WORKING, LTD.
 P. O. ADDRESS 2300 E. OAKLAND PARK BLVD., STE. 100
 CHANGE OF ADDRESS FT. LAUDERDALE, FLORIDA
 CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$600,000.00	

L.P. # 7329

2: HARDLY WORKING, LTD.
 PRINCIPAL PLACE BUSINESS: FT. LAUDERDALE, FLORIDA
 CONTRIBUTIONS: \$600,000.00
 TIME OF EXISTENCE: 19 Years
 DATED: 3/14/79

LP 2309

LP 7329

~~XXXXXX~~ LIMITED PARTNERSHIP

HARDLY WORKING, LTD.

1978 1 1670 ***
1979 12 1670 ***

FILED BY: Gunster, Yoakley, Criser, Stewart & Hersey
Palm Beach, FL

FILED: 3/14/79

TOTAL CONTRIBUTION
\$600,000.00

LP# 7329

C. TAX	_____
FILED	<u>1,010.00</u>
R. AGENT	_____
C. COPY	<u>15.00</u>
TOTAL	<u>1,015.00</u>
R. BANK	_____
BALANCE DUE	_____
REFUND	_____
PHOTO COPY	_____

R77614

UPDATED *KJ*
DATE: 1-3-2079

m



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

George Firestone

SECRETARY OF STATE

F. R. RITTER, Director
Division of Corporations
904/488-9020

Assistant Secretary of State

Gunst. Yoakley, Criser, Stewart & Hersey, P.A.
First onal Bank Building, South County Road
Palm Beach, Florida 33480

March 19, 1979

Gentlemen:

SUBJECT: HARDLY WORKING, LTD.

~~XXXXXXXXXXXX~~ LP# 7327

This will acknowledge receipt of the following:

1. XX Check(s) totalling \$1,015.00
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. XX Limited Partnership filed 3/14/79 ~~XXXXXXXXXX~~
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____. It is no longer required to issue a permit. A certificate under seal to this effect may be obtained for \$5.
10. _____ Reinstatement filed
11. _____ Articles of Dissolution filed
12. XX OTHER: Permit Issued

ENCLOSED:

1. XX Certified Copy(ies).
2. _____ Certificate(s) Under Seal.
3. _____ Photocopy(ies).
4. _____ OTHER:

MM/kt

ARTICLES OF LIMITED PARTNERSHIP

This agreement of Limited Partnership made as of the 14 day
of MARCH, 1979, by and among:

HARDLY WORKING COMPANY, INC., a Georgia
corporation, 2300 E. Oakland Park Blvd.
Suite 214, Fort Lauderdale 33306

(hereinafter referred to as the
"General Partner");

- and -

JOHN C. TURNER

6 TUDOR Gate, Willowdale
Ontario, M2L 1N4 Canada

(hereinafter referred to as the "Limited
Partner")

W I T N E S S E T H:

The parties hereto in consideration of their mutual covenants herein contained hereby agree to become partners and hereby form a Limited Partnership under the Uniform Limited Partnership Law of the State of Florida as set forth in Part I of Chapter 620 of the Florida Statutes (1978) to engage in the business hereinafter described for the period and upon the terms and conditions hereinafter set forth.

ARTICLE I

NAME OF PARTNERSHIP

The name of the Partnership shall be, and the business of the Partnership shall be conducted under, the firm name and style of "Hardly Working, Ltd.", hereinafter in this Agreement referred to as the "Partnership".

ARTICLE II

PLACE OF BUSINESS

The principal place of business of the Partnership shall be the City of Fort Lauderdale, Florida. The street address is Suite 314, 2300 East Oakland Park Boulevard, Fort Lauderdale, Florida.

ARTICLE III

TERM

The Partnership shall commence at the time that the General and Limited Partner have executed this Agreement and have caused this Certificate and Articles of Limited Partnership to be filed with the Department of State, State of Florida, with a certified copy to be recorded with the Clerk of the Circuit Court of Palm Beach County, Florida, pursuant to the provisions of the Uniform Partnership Law of the State of Florida, and shall be dissolved on December 31, 1998, unless dissolved at a prior time in accordance with Article XVII hereof.

ARTICLE IV

PURPOSE AND BUSINESS OF THE PARTNERSHIP

The business of the Partnership is to produce, own, exhibit, sell, exchange, lease and otherwise deal in the motion picture, "Hardly Working", to star Jerry Lewis, and all interests and rights therein, and to engage in any and all activities related or incidental thereto, hereinafter referred to as the "Film".

Hardly Working Company, Inc. will transfer to the Partnership all of its rights, title and interest in the Film and the screen play "Hardly Working" by Michael Janover.

ARTICLE V

GENERAL PARTNER - POWERS AND OTHER MATTERS

(a) Powers

The General Partner shall have the exclusive right and power to do all things necessary to carry on the business of the Partnership described in Article IV subject, however, to

the provisions of Article VII. In that connection, except as set forth herein, the management control and conduct of the partnership business shall rest exclusively with the General Partner who except as herein otherwise provided, shall have the rights and powers and be subject to all the restrictions and liability of partners in a partnership without limited partners. The Limited Partner shall have no right to be active in the control, management or conduct of the business of the Partnership; nor shall the Limited Partner have any power or authority to bind the Partnership in any contract, agreement, promise or undertaking or to act for or on behalf of the Partnership in any respect whatsoever.

Except as provided herein the General Partner shall have all the powers vested in it by law and shall have exclusive control over the business of the Partnership, including but not limited to the right to employ personnel and establish the terms and conditions of such employment; to negotiate, sign and deliver contracts and other written instruments; to direct the business operations of the Partnership; and to have complete developmental, operational and financial control over all phases of the conduct of the business of the Partnership.

(b) Management

The management of the Partnership shall be vested in the General Partner.

ARTICLE VI

LIMITED PARTNERS

(a) Admission of New Limited Partners

No person or persons may be admitted as a limited partner without the prior written consent of the Limited Partner.

(b) Contributions by Partners

Each of the Partners agrees to make and has made a capital contribution to the Partnership in U.S. dollars, of the amount set opposite his or its name below:

<u>Name of Limited Partners</u>	<u>Capital Contribution In U.S. Dollars</u>
Hardly Working Company, Inc.	\$ <u>200,000.00</u> 9(3)
John C. Turner	400,000.00
TOTAL	<u>\$600,000.00</u> 9(3)

The capital contributed by the Limited Partner shall be repaid to the Limited Partner before there shall be any distribution of profits or repayment of the capital contributed by the General Partner.

ARTICLE VII

LIMITATION ON POWERS OF GENERAL PARTNER

The General Partner, except with the written consent of the Limited Partner, shall have no authority to do any of the acts listed below:

(a) make, execute, or deliver any assignment for the benefit of creditors, or assign any bond, confession of judgment, security agreement, deed, guarantee, indemnity

bond, surety bond, or contract for the sale of all or substantially all the property of the Partnership with the exception of the sale of the Film in the ordinary course of business of the Partnership;

(b) pledge or hypothecate any part of the Film, or any interest therein, or borrow money on the security thereof, or enter into any contract for any such purpose in an amount at any one time outstanding in excess of \$3,200,000.00 U.S. dollars;

(c) sell any part of the Film except for a sale in the ordinary course of business of the Partnership;

(d) pledge or hypothecate or in any manner transfer its interest in the Partnership;

(e) become a surety, guarantor or accomodation party to any obligation except an obligation of the Partnership;

ARTICLE VIII

BOOKS OF ACCOUNT

The Partnership shall maintain or cause to be maintained adequate accounting records. All books, records and accounts of the Partnership shall be kept at its principal place of business and shall be open at all times to inspection by all the partners. The General Partner shall provide or shall cause to be provided to the Limited Partner a monthly report on the affairs of the Partnership.

ARTICLE IX

ACCOUNTING BASIS

The books of accounts shall be kept on an accrual basis.

ARTICLE X

FISCAL YEAR

The fiscal year of the Partnership shall end on December 31 in each year. The net profits or the net loss of the Partnership shall be determined in accordance with generally accepted accounting principles as soon as practicable after the close of each fiscal year.

ARTICLE XI

ANNUAL AUDIT

The books of accounts shall be audited as of the close of each fiscal year by such accounting firm as may be designated by the General Partner.

ARTICLE XII

BANKING

All funds of the Partnership shall be deposited in its name in such account or accounts at such bank as may be designated by the General Partner. Cheques shall be drawn on such accounts for Partnership purposes only and shall be signed by such persons as are designated from time to time by the General Partner.

ASSIGNMENT TO LIMITED PARTNER

Except as provided in Article XIX no partner may assign his interest in the Partnership without the prior consent in writing of all the other partners.

ARTICLE XIV

DIVISION OF NET PROFITS AND ALLOCATION OF PRODUCTION COSTS

The Net Profits of the Partnership, as hereinafter defined, shall be the excess of Gross Receipts over the Expenses of the Partnership after paying the Limited Partner a special allocation of profit of \$52,000.00. "Gross Receipts" means all sums received by the Partnership from the distribution, sales, lease, exhibition, or other exploitation from the Film, any interest or right therein and from the exploitation of its assets. "Expenses" of the Partnership shall be actual production expenses not to exceed \$3,200,000.00. The Net Profits of the Partnership and the production costs associated with the Film shall be credited to the Partners according to the following percentages:

<u>Partners</u>	<u>Percentage</u>	<u>Production Costs</u>
Hardly Working Company, Inc.	95.08%	\$2,800,000.00
John C. Turner	4.92%	400,000.00
TOTAL	100%	\$3,200,000.00

The General Partner shall distribute the net profits of the Partnership upon the request of the Limited Partner, to the extent that the Partnership has, in the opinion of the General Partner, funds available to make such distribution.

ARTICLE XV

ALLOCATION OF NET LOSSES

The net losses of the Partnership shall be debited to the partners in the same ratio as their capital contributions. In the event that the net losses exceed the capital contributed, they shall be borne entirely by the General Partner.

ARTICLE XVI

LIMITATION ON LIABILITY OF LIMITED PARTNERS

The Limited Partners shall not be personally liable for any of the debts of the Partnership or for any losses beyond the amount agreed to be contributed to the capital of the Partnership.

ARTICLE XVII

DISSOLUTION OF THE PARTNERSHIP

The Partnership shall be dissolved upon the happening of:

- (i) the expiration of the term of the Partnership as specified in Article I'1.
- (ii) the sale or final disposition of all of the assets of the Partnership.

(iii) the voluntary withdrawal, adjudicated bankruptcy, or insolvency of the General Partner. The Partnership shall thereafter conduct only activities necessary to wind up its affairs, unless within ninety (90) days of the voluntary withdrawal, adjudicated bankruptcy or insolvency of the General Partner, the Limited Partner shall elect in writing to continue the Partnership. If an election to continue the Partnership is made then:

(a) a successor General Partner shall be selected by the Limited Partner.

(b) the Partnership shall continue until the end of the term for which it is formed or until the subsequent voluntary withdrawal, adjudicated bankruptcy or insolvency of the General Partner, in which event all the partners shall again elect whether they wish to continue the Partnership operations.

(c) the voluntary withdrawal, adjudicated bankruptcy or insolvent General Partner or the successor in interest of said General Partner shall become a Limited Partner with the same share of profits or losses of the Partnership as before the event and shall have all of the rights of a Limited Partner.

(d) in the event the Partnership is to continue, all steps necessary shall be taken to amend the certificate of Limited Partnership pursuant to Florida law.

For the purposes of this section, the bankruptcy of the General Partner shall be deemed to have occurred when it is adjudicated a bankrupt under Federal Bankruptcy law or has executed and delivered an assignment for the benefit of creditors.

ARTICLE XVIII

DISTRIBUTION OF ASSETS

Upon the dissolution of the Partnership, for any reason, its business shall be wound up and its assets after payment of all liabilities of the Partnership, if any, shall be distributed as follows:

- (a) firstly to the Limited Partner for the repayment of any capital contributions to the Partnership made by the Limited Partner;
- (b) secondly to the General Partner for the repayment of any capital contributions to the Partnership made by the General Partner;
- (c) thirdly to the Limited Partner for the payment of his special allocation of profit of \$52,000.00 as set forth in Article XIV;
- (d) fourthly among all the partners prorata in proportion to their share of the profits.

ARTICLE XIX

DEATH OF THE LIMITED PARTNER

In the event of the death of the Limited Partner, his personal representative during the period of administration of his estate shall succeed to his rights hereunder as the Limited Partner, and his interest as the Limited Partner may be assigned to any member of the family of the Limited Partner as a distribution of his estate, or to any person pursuant to the request in his will and testament, and such member of the family or person, if made by will to whom such assignment or bequest is made, shall thereupon succeed to his interest as the Limited Partner and have all his rights as the Limited Partner.

ARTICLE XX

NAME AND PLACE OF RESIDENCE OF EACH GENERAL AND LIMITED PARTNER

The name and place of residence of each General and Limited Partner is set forth in Article XXI.

ARTICLE XXI

NOTICE

Any notice required or permitted to be given by this Agreement shall be given or made in writing and shall be served personally or, other than during a period of general interruption of postal service due to strike, lockout or other cause, mailed in Canada or the United States by prepaid, registered or certified mail:

(a) in the case of the General Partner, addressed to:

Hardly Working Company, Inc.
Suite 314, 2300 East Oakland Park Boulevard
Fort Lauderdale, Florida 33306

(b) in the case of the Limited Partner, addressed to:

John C. Turner
6 Tudor Gate
Willow Dale, Ontario, Canada

Any notice given in accordance with the provisions of this Article shall be deemed to be effective, if delivered, on the date of such delivery, or, if mailed, upon the seventh day next following the date of mailing of such notice. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this Article which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Agreement.

ARTICLE XXII

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

IN WITNESS WHEREOF the parties have signed, sealed and sworn to this Agreement.

(CORPORATE SEAL)

HARDLY WORKING COMPANY, INC.

By:  _____

President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this
9th day of March, 1979, by: Joseph Ford Proctor
of HARDLY WORKING COMPANY, INC., a Georgia corporation on behalf
of the corporation.

(SEAL)

Margaret Richter
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My commission expires Sept 28, 1982
John C. Turner
JOHN C. TURNER

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this
14th day of March, 1979, by JOHN C. TURNER.

(SEAL)

Vicki B. Krumm
Notary Public
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 30 1981
BONDED THEN GENERAL INS. UNDERWRITERS

GUNSTER, YOAKLEY, CRISER & STEWART

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
P.O. BOX 71

PALM BEACH, FLORIDA 33460
TELEPHONE 305 655-1980

J. K. WILLIAMSON 1992-1994
JOSEPH F. GUNSTER 1994-1999

BRANCH OFFICES
DELRAY BEACH, FLORIDA
STUART, FLORIDA

May 12, 1980

JERRY E. ARON
KENNETH S. BEALL, JR.
DOAN S. CAMPBELL, III
JOHN T. CARMODY, JR.
A. MORGAN CLOUD
L. SHUTTER
PAUL W. A. COURTNEY, JR.
LEWIS P. CRIPPS
MARSHALL W. CRISER
EDWARD J. W. GUARDIOLA
LEIGH E. DUNSTON
DANIEL A. HANLEY
DENNIS W. HILLIER
RICHARD D. HOLT
PETER MATWICZYK
JOHN C. MCKEE, JR.
DONNA BUTTER MELEER
L. LOUIS WRACHER
DOUGLAS R. NEU
STEPHEN C. PAGE
JAMES G. PRESSLY, JR.
STEPHEN A. RAPP
MITCHELL RUBENSTEIN
ROBERT T. SCOTT
A. JUDIE STEWART
PAUL A. TUMA, JR.
PETER VAN ANDEL
HOWELL VAN GENDT
STEVEN L. VANN
DAVID S. YOAKLEY

LP 7329

0801 6/10/80 7329
005 2 REVENUE 808.5

Secretary of State
The Capitol
Limited Partnerships Division
Tallahassee, Florida 32301

Attention: Ms. Debbie Moody

Re: Annual Report Limited Partnership
Amended Certificate of Limited Partnership
for Hardly Working, Ltd.

Dear Debbie:

In accordance with our telephone conversation of this afternoon, enclosed herewith please find 1980 Annual Report of Limited Partnership for Hardly Working, Ltd., together with our Trust Account check in the amount of \$808.00, representing the filing fee based upon invested capital of \$600,000.00 and prorated from March 14, 1979 to the date.

Also enclosed are an original and three (3) copies of Amended Certificate of Limited Partnership, as well as our Trust Account check in the amount of \$75.00, representing a filing fee in the amount of \$30.00 and a fee for three (3) certified copies of the Amended Certificate.

Kindly return the three certified copies to the undersigned at your first possible opportunity.

Sincerely,

C. TAX _____
FILING 808 _____
PAGE 175 _____
C. TAX _____
FILING 808 _____

1980 AIR
Janice C. Baumann
(Ms.) Janice C. Baumann
Corporate Legal Assistant

1/1
enclosures

9/26/80

FT. LAUDERDALE LP No. 7329
BROWARD

3/14/79
19 Years

NAME HARDLY WORKING, LTD.
P. O. ADDRESS 2300 E. OAKLAND PARK BLVD., STE. 314,
CHANGE OF ADDRESS FT. LAUDERDALE, FLORIDA
CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
6-2-80	1980	\$600,000.00 \$600,000.00	808.00

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership HARDLY WORKING, LTD.
Principal Place of Business Suite 9, 250 South County Road, Palm Beach, FL
Amount of Invested Capital \$600,000.00
Date Formed March 14, 1979

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Hardly Working Company, Inc.

Suite 9, 250 South County Road
Palm Beach, Florida 33480

LIMITED:

ADDRESS:

John C. Turner

6 Tudor Gate
Willow Dale, Ontario, CANADA

Jan Howard Smith & Rozann Smith

South Beach, Jupiter, Florida 33458
12054 Castains Landing
North Palm Beach, Florida 33408

Jeff Thomas

To produce, own, exhibit, sell, exchange, lease
and otherwise deal in the motion picture,
"Hardly Working"

General Nature of Business

The undersigned, certify that the above statement is true and correct to the best of its knowledge and belief.

HARDLY WORKING COMPANY, INC.

By: HWC, INC.

By:

Its:

President

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

GUNSTER, YOAKLEY, CRISER & STEWART

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING

P.O. BOX 71

PALM BEACH, FLORIDA 33460

TELEPHONE (305) 855-1880

J. K. WILLIAMSON 1992 H. 54
JOSEPH F. GUNSTER 1892 H. 57

BRANCH OFFICE

DELRAY BEACH, FLORIDA
STUART, FLORIDA

June 5, 1980

JERRY E. ARON
KENNETH S. BEALL, JR.
DOAN B. CAMPBELL, III
JOHN T. CARMODY, JR.
A. MORGAN CLOUD
DAUGHT A. COOL
PAUL W. A. COURTNEILL, JR.
LEWIS F. CRIPPS
MARSHALL M. CRISER
EDUARD J. DE GUARDIOLA
LEIGH E. DUNSTON
DANIEL A. HANLEY
DENNIS W. HILLIER
RICHARD D. HOLT
PETER MATWICZYK
JOHN D. MAREY, JR.
DONNA BUTTER MELIER
L. LOUIS WRACHER
DOUGLAS R. NEW
STEPHEN C. PAGE
JAMES O. PRESLEY, JR.
STEPHEN A. RAPP
MITCHELL RUBENSTEIN
ROBERT T. SCOTT
A. OBIE STEWART
PAUL A. TURK, JR.
PETER VAN NDEL
NOVELL VAN GERSIG
STEVEN J. WANN
DAVID S. YOAKLEY

Secretary of State
The Capitol
Tallahassee, Florida 32304

Re: Hardly Working, Ltd.

Dear Sir:

Enclosed herewith are an original and three copies of Amended Certificate of Limited Partnership. Per your requirements, please note that Page 6 of the Certificate has been revised to indicate the words, "sworn to." Please contact the undersigned if this change does not meet your requirements.

Also enclosed is our firm check in the amount of \$75 representing the filing fee of \$30.00, as well as the fee for three (3) certified copies.

Sincerely,

Janice C. Baumann
(MS.) Janice C. Baumann
Corporate Legal Assistant

FILED
JUN 16 AM 1980
TALLAHASSEE, FLORIDA
ENCLOSURES
6/10/80

C. TAX _____
FILING 30 _____
R. AGENT FEE _____
C. COPY 43 _____
TOTAL 73 _____
N. BANK _____
BALANCE DUE _____
REFUND _____

REVENUE

604383 JUN-9 80

GUNSTER, YOAKLEY, CRISER & STEWART

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
P. O. BOX 71
PALM BEACH, FLORIDA 33400
TELEPHONE (305) 655-1980

J. K. WILLIAMSON 1892-1974
JOSEPH F. GUNSTER 1864-1974

BRANCH OFFICES
DELMAY BEACH, FLORIDA
STUART, FLORIDA

JERRY E. ARON
KENNETH S. BEALL, JR.
DOAK S. CAMPBELL, III
JOHN T. CARMODY, JR.
A. MORGAN CLOUD
DWAYNE I. COOL
PAUL W. A. COURTNEY, JR.
LEWIS F. CRIPPS
MARSHALL M. CRISER
EDUARD J. DE GUARDIOLA
LEIGH E. DUNSTON
DANIEL A. HANLEY
JENNIS W. HILLIEN
RICHARD D. HOLT
PETER MATWICKI
JOHN D. MEREY, JR.
DONNA PUTTER HELZER
LUCK S. MRACHEK
DOUGLAS R. NEU
STEPHEN C. PAGE
NED G. PRESSLEY, JR.
STEPHEN A. RAMP
MITCHELL RUBENSTEIN
ROBERT T. SCOTT
A. OBIE STEWART
PAUL A. TURN, JR.
PETER VAN ANDEL
HOWELL VAN GERSIG
STEVEN J. VANN
DAVID S. YOAKLEY

May 12, 1980

Secretary of State
The Capitol
Limited Partnerships Division
Tallahassee, Florida 32301

Attention: Ms. Debbie Moody

Re: Annual Report Limited Partnership
Amended Certificate of Limited Partnership
for Hardly Working, Ltd.

Dear Debbie:

In accordance with our telephone conversation of this afternoon, enclosed herewith please find 1980 Annual Report of Limited Partnership for Hardly Working, Ltd., together with our Trust Account check in the amount of \$808.00, representing the filing fee based upon invested capital of \$600,000.00 and prorated from March 14, 1979 to this date.

Also enclosed are an original and three (3) copies of Amended Certificate of Limited Partnership, as well as our Trust Account check in the amount of \$75.00, representing a filing fee in the amount of \$30.00 and a fee for three (3) certified copies of the Amended Certificate.

Kindly, return the three certified copies to the undersigned at your first possible opportunity.

*Change of address
adding partners
Increase to 1,500,000.*

Sincerely,

(Ms.) Janice C. Baumann
Corporate Legal Assistant

1/1
enclosures



Secretary of State

DATE OF FILING
FILE NUMBER
FILING FEE \$10.00

GEORGE FIELSTONE
SECRETARY OF STATE

June 3, 1980

D. W. McKinnon, Director
DIVISION OF CORPORATIONS

Ms. Janice C. Neumann
1 GUNSTER, YOAKLEY, CRISER & STEWART
P.O. Box 71
Palm Beach, Florida 33480

Please direct all inquiries to:
Room 105 2840

SUBJECT: HARDLY WORKING, LTD.

CHECK ~~ACCOUNTED~~ RETURNED: BALANCE DUE \$75: RETURNED XXXXXX
PENDING X

1. NAME IS NOT AVAILABLE.
2. A current certified copy of your Articles of Incorporation and any amendments is required. The copy must be certified by the proper State official who has custody of the records pertaining to corporations in your State (WITHIN THE PAST NINE MONTHS).
3. The certified copy must be legible. It must be a positive copy, black print with white background.
4. Number(s) must be completed on our attached Corp. Form 31.
5. Letters "G" and "H" should be corrected as follows, "G" SHOULD BE: "H" SHOULD BE: Please check your calculations.
6. The attached must be completed for
7. A resolution of the Board of Directors adopting a fictitious name for the use in Florida must be submitted.
8. Registered Agent must be designated. Registered Agent failed to sign.
9. The attached annual report must be completed and returned.
10. X Section 620.02, F. S., requires that Limited Partnerships be sworn to. The words "SWEAR TO or PLEDGE TO" must be in the document.
11. Original signatures of all partners must be obtained or we must have a copy of the power of attorney.
12. The exact amount of invested capital must be listed on Line 3. The report must be signed by the general partner or the preparer.
13. The above limited partnership was cancelled for failure to file the annual report(s) for the year(s).
14. To Reinstate the above L. P., 620.31, F. S., requires that all delinquent reports and fees must be filed and paid prior to the issuance of a preliminary certificate. Please complete and return the attached report(s) with the proper filing fee(s).
15. We have no record of the above document(s) in our files.
16. OTHER

Please return this letter with all correspondence to:

SECRETARY OF STATE'S OFFICE
DIVISION OF CORPORATIONS
105 CAPITAL
TALLAHASSEE, FLORIDA 32304

ENCLOSURE

FLORIDA - STATE OF THE ARTS

FILED

FT. LAUDERDALE LP NO. 7329
BROWARD

3/14/79
19 Years

NAME HARDLY WORKING, LTD.

P. O. ADDRESS Suite 9, 250 South County Rd Palm Beach,
CHANGE OF ADDR Florida

CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
		\$600,000.00	
6-2-80	1980	\$600,000.00	809.00
Amend to LP increasing cont to \$1,100,000.00 filed 5-11-80			
CORP-50			

A11066



Secretary of State

STATE OF FLORIDA
THE CAPITOL
TALLAHASSEE 32304

June 12, 1980

GEORGE FIRESTONE
SECRETARY OF STATE

D. W. McKINNON, Director
DIVISION OF CORPORATIONS

GUNSTER, YOAKLEY, CRISER & STEWART
P.O. Box 71
Palm Beach, Florida 33480

SUBJECT: **HARDLY WORKING, LTD.**

DOCUMENT NUMBER: **LP #7329**

This will acknowledge receipt of the following:

1. ☒ Check(s) totalling \$ 75.00.
2. _____ Articles of Incorporation filed
3. _____ Amendments to Articles of Incorporation filed
4. _____ Articles of Merger or Consolidation filed
5. _____ Certificate of Withdrawal filed
6. ☒ Limited Partnership filed **Amendment increasing contributions to \$1,100,000.00 on June 11, 1980**
7. _____ Limited Partnership Annual Report filed
8. _____ Trademark Application filed
9. _____ Application for qualification filed _____. It is no longer required to issue a permit. A certificate under seal to this effect may be obtained for \$5.
10. _____ Reincorporation filed
11. _____ Articles of Dissolution filed
12. _____ OTHER:

ENCLOSURE:

1. **THREE** Certified Copy(ies). (3)
2. _____ Certificate(s) Under Seal.
3. _____ Photocopy(ies).
4. _____ OTHER:

FLORIDA — STATE OF THE ARTS

AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HARDLY WORKING, LTD.

The undersigned certify as follows with respect to Hardly Working, Ltd., a limited partnership (the "Partnership"), formed under the laws of the State of Florida, hereby applying for a Certificate of Authority in substitution for that issued to the Partnership, March 14, 1979:

1. Name of Partnership.

The name of the Partnership is HARDLY WORKING, LTD.

2. Character of Business.

The business and purposes of the Partnership shall be to produce, own, distribute, exhibit, sell, license, exchange, lease and otherwise exploit the motion picture "Hardly Working", to star Jerry Lewis, and to license, sell, lease, exchange and otherwise exploit any rights in the screenplay of "Hardly Working", and any other interest growing out of or concerning "Hardly Working", its screenplay, or the name "Hardly Working" or any music contained in "Hardly Working" or any characters depicted therein; and to conduct such other activities as may be necessary to the foregoing.

3. Location of Principal Place of Business.

The location of the principal place of business of the Partnership in the State of Florida is as follows:

Suite 9, 250 So. County Road
Palm Beach, Florida

4. Name and Place of Residence (Business) of Partners.

The name and principal place of business of each general partner is as follows:

Hardly Working Company, Inc.
Suite 9, 250 South County Road
Palm Beach, Florida

The name and principal place of business of each limited partner is as follows:

John C. Turner
6 Tudor Gate
Willow Dale, Ontario, Canada

Jan Howard Smith and Rozann Smith
South Beach
Jupiter, FL 33458

Jeff Thomas
12054 Castains Landing
North Palm Beach, FL 33408

5. Term of Partnership.

The Partnership term (the "Term") shall continue until December 31, 2000 unless the Partnership is dissolved in accordance with the provisions of the Amended Agreement of Limited Partnership.

6. Capital Contributions.

6.01 Initial Capital Contributions. Contemporaneously with the execution of the Amended Agreement of Limited Partnership each of the Partners contributed to the Partnership the sum of money, promissory notes or other property set forth opposite its name below:

General Partner:

Hardly Working Company, Inc.	\$958,000.00**
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Limited Partners:

Jan Howard Smith and Rozann Smith	500,000.00
Jeff Thomas	200,000.00
John C. Turner	400,000.00

TOTAL	\$2,058,000.00
-------	----------------

*This amount represents the promissory notes issued by Hardly Working Company, Inc., to the persons as set forth in Section 7.01.

6.02 Additional Capital Contributions. Within 10 days of the execution of the Agreement of Limited Partnership, each of the Limited Partners contributed to the Partnership the sum of money set forth opposite his name below:

Jan Howard Smith and Rozann Smith	\$160,000.00
Jeff Thomas	80,000.00
John C. Turner	<u>160,000.00</u>
TOTAL	\$400,000.00

6.03 Repayment of Additional Capital Contributions. The additional capital contributed by the Limited Partners shall be repaid to the Limited Partners before there shall be any distribution of profits or repayment of the initial capital contributed by the Partners.

7. Partner's Shares of Profits, Losses and Production Costs.

7.01 The Net Profits of the Partnership, as hereinafter defined, shall be the excess of Gross Receipts over the Expenses of the Partnership. "Gross Receipts" means all sums received by the Partnership from the distribution, sales, lease, exhibition, or other exploitation of its assets. "Expenses" of the Partnership shall be actual production expenses and any expenses incurred in connection with granting licenses for or the distribution of the film. The Net Profits of the Partnership and the production costs associated with the Film shall be credited to the Partners according to the following percentages:

<u>Partners</u>	<u>Profit Percentage</u>	<u>Allocation of Expenses, Depreciation and Investment Credit</u>
Hardly Working, Inc.*	46.47%	-0-
Jan Howard Smith and Rozann Smith	22.15%	41.37%
Jeff Thomas	10.46%	19.55%
John C. Turner	20.92%	39.08%
	<u>100.00%</u>	<u>100.00%</u>

*Hardly Working Company, Inc. shall pay out of its capital contribution and share of the profits and payments due on the promissory notes issued by Hardly Working Company, Inc. and the shares of the profits which may be payable to the following persons (Hardly Working, Inc. and Joseph Ford Proctor represents that there are no other promissory notes and/or profits interests):

<u>Name</u>	<u>Promissory Note</u>	<u>Profit Interest</u>
Pledger	\$219,000.00	2.70%
Levinson	219,000.00	2.70%
Mannenbaum	100,000.00	1.23%
Cuillo	100,000.00	1.23%
Moore	100,000.00	1.23%
Lambert	100,000.00	1.23%
Miron	100,000.00	1.23%
Hawk	20,000.00	1.00%
Lewis	-0-	22.50%
Maylath	-0-	3.00%
Chato	-0-	1.23%
	<u>\$958,000.00</u>	<u>39.28%</u>

The net losses of the Partnership shall be debited to the partners in the same percentage appearing in the column entitled Allocation of Expenses, Depreciation and Investment Credit in paragraph 7.01 hereof. In the event that the net losses exceed the capital contributed, they shall be borne entirely by Hardly Working Company, Inc.

8. Non-Transferability and Admissibility Provisions.

8.01 General Partners' Interest. No General Partner may sell, assign, transfer (by operation of law or otherwise) or otherwise encumber or permit or suffer any encumbrance of all or any part of its interest in the Partnership unless approved by all Partners. Any attempt so to transfer or encumber any such interest shall be void.

8.02 Limited Partners' Interest. In the event of the transfer any Limited Partner of all or any part of his interest, whether by operation of law or otherwise, the transferee of such Limited Partner shall not become a substituted Partner, except with the consent of all of the Partners and upon compliance with the appropriate provisions of the Florida Statutes, 1963, including Sections 620.19 and 620.25 thereof. Upon the happening of any such assignment each Partner will take all such action on his part as shall be required for compliance with Section 620.25 of the Florida statutes, 1963. An assignee of the Limited Partner who does not become a substituted Partner shall have no rights of a Partner hereunder and shall be only entitled to receive the shares of the profits or the returns of a capital contribution to which his assignor would otherwise be entitled, and such assignor Limited Partner shall remain liable for all his liabilities to the partnership hereunder. The substitution of an assignee as a Partner will not release the assignor from liability to the partnership accrued prior to the substitution but will release the assignor from such liability accrued thereafter.

8.03 Admission of Additional Partners. Additional general partners may be admitted to the partnership with the written approval of, and upon terms approved in writing by, all the Partners, and upon compliance with the provisions of Section 620.25 of the Florida Statutes.

Additional limited partners may be admitted to the partnership with the written approval of, and upon terms approved in writing by all the Partners, and upon compliance with the provisions of Section 620.08 and 620.25 of the Florida Statutes. Each partner agrees to take all such action on his part as shall be required for such compliance.

9. Right of Limited Partners to Priority as to Contributions or Compensation.

None of the limited partners have priority over the other limited partners, as to contributions or as to compensation by way of income.

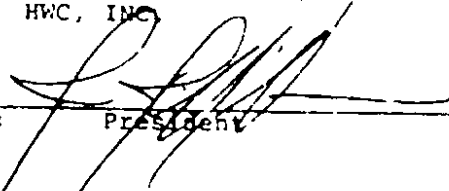
10. Right of Limited Partner to Demand and Receive Property other than Cash in Return for its Contribution.

No right is given to any limited partner to demand and receive property other than cash in return for its contribution.

IN WITNESS WHEREOF, the undersigned have sworn to and subscribed their names to this Certificate as of May 7, 1980.

HARDLY WORKING COMPANY, INC.
By: HWC, INC.

(CORPORATE SEAL)

By: 
Its: President

STATE OF FLORIDA)
 : ss
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared JAMES McNAMARA, to me known and known to be the person described in and who executed the foregoing instrument as President of the Corporation named therein, and severally acknowledged before me that he executed the same as such officer in the name of and for the benefit of said Corporation.

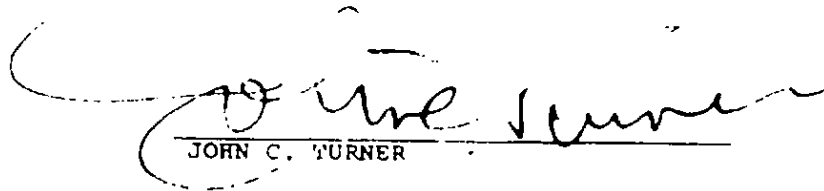
WITNESS my hand and official seal in the county and state last aforesaid this 7 day of May, 1980.


Notary Public, State of Florida

(NOTARY SEAL)

My commission expires:

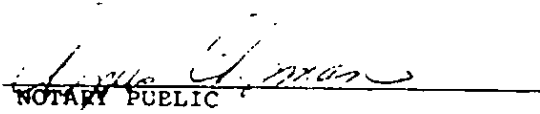
Notary Public, State of Florida
My Commission Expires Dec. 14, 1980
Dated through Correction, Johnson & Clark, Inc.


JOHN C. TURNER

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this day before me, an officer
duly authorized in the province aforesaid and in the judicial
district aforesaid to take acknowledgments, personally appeared
John C. Turner, to me known and known to be the person described
in and who executed the foregoing instrument, and he acknowledge
before me that he executed the same.

WITNESS my hand and official seal in the
County and state last aforesaid this 6th day of January,
1980 A.D.


NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires 12-31-81
Bonds through Cornelius Johnson & Co., Inc.

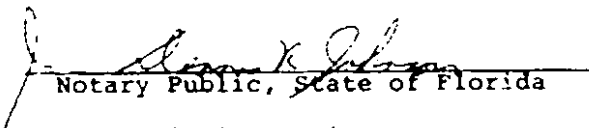
991-11-11-80


JAN HOWARD SMITH

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared JAN HOWARD SMITH to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the county and state last aforesaid this 10th day of January, 1980 A.D.


Notary Public, State of Florida

(NOTARY SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 11 1983
COMMISSIONED BY GENERAL ING. UNDERWOOD


ROZANN SMITH

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared ROZANN SMITH to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 10th day of January, 1980 A.D.


Notary Public, State of Florida

(NOTARY SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 11 1983
BONDED TO THE GENERAL PUBLIC BY THE COMPTROLLER

JEFF THOMAS

STATE OF FLORIDA)

SS:

COUNTY OF PALM BEACH)

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared JEFF THOMAS to me known to be the person described in and who executed the foregoing instrument and acknowledge before me that he executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 14th day of December, 1980 A.D.

Ernest C. Harrison
Notary Public, State of Florida

(NOTARY SEAL)

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 18, 1980
Printed By American Law & Company Company

LP 7329

RECEIVED
DEPT. OF STATE
000673 JAN-81
REVENUE

Hardly Working, Ltd 1981 AR
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1981

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JAN 13 10 37 AM '81
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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1/14/81

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1-15

FT. LAUDERDALE LP NO. 7329
BROWARD

3/14/79
19 Years

NAME HARDLY WORKING, LTD.

P. O. ADDRESS Suite 9, 250 South County Rd Palm Beach,
CHARGE OF ADD Florida

CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
6-2-80	1980	\$800,000.00	
Amend to LP	increasing	\$600,000.00	\$00.00
1/13/81	1981	cont to \$1,100,000.00	00 filed 5-11-80
		\$1,100,000.00	\$1,000.00

corp-30

L.P. 7329

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership HARDLY WORKING, LTD.
Principal Place of Business Suite 9, 250 South County Road
Amount of Invested Capital \$1,100,000
Date Formed March 14, 1979

NAME AND ADDRESSES OF PARTNERS:

GENERAL:

ADDRESS:

Hardly Working Company, Inc. Suite 9, 250 South County Road
Palm Beach, Florida 33480

LIMITED:

ADDRESS:

John C. Turner 6 Tudor Gate, Willow Dale, Ontario CANADA
Jan Howard Smith & Rozann Smith South Beach, Jupiter, FL 33458
Jeff Thomas 12054 Castains Landing, N. Palm Beach, FL 33408

General Nature of Business To produce, own, distribute, exhibit, sell, license, exchange, lease and otherwise exploit the motion picture, "Hardly Working"

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

HARDLY WORKING COMPANY, INC.

By: [Signature]
James McQuinn, President

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

LP 7329

ANNUAL REPORT LIMITED PARTNERSHIP

TO: Honorable Secretary of State
The Capitol
Tallahassee, Florida 32304

Name of Partnership HARDLY WORKING, LTD.
Principal Place of Business Suite 9, 250 South County Road
Amount of Invested Capital \$1,100,000
Date Formed March 4, 1979

NAME AND ADDRESSES OF PARTNERS.

GENERAL:

ADDRESS:

HARDLY WORKING COMPANY, INC. Suite 9, 250 South County Road
Palm Beach, Florida 33480

LIMITED:

ADDRESS:

John C. Turner 6 Tudor Gate, Willow Dale, Ontario
Jan Howard Smith & Rozann Smith South Beach, Jupiter, Florida 33458
Jeff Thomas No. Palm Bch, 12054 Castains Landing, FL 33408

General Nature of Business To Produce, own, distribute, exhibit, sell, license, exchange, lease and otherwise exploit the motion picture, "Hardly Working".

We, the undersigned, certify that the above statement is true and correct to the best of our knowledge and belief.

1452 12-22
(JB)

HARDLY WORKING COMPANY, INC.

BY:

James J. McNamara, President

Filing fee figured at the rate of \$4 per thousand on invested capital, but in no case shall the amount be less than \$30 nor more than \$1000. Filing fee prorated where Partnership has not been in existence twelve months prior to December 31.

LP 7329

LP 8/1

FT. LAUDERDALE LP No. 7329 5/14/79
 BROWARD 19 Years
 NAME HARDLY WORKING, LTD.
 P. O. ADDRESS Suite 9, 250 South County Rd Palm Beach,
 CHANGE OF ADDRESS Florida
 CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT PAID
2-80	1980	\$600,000.00	\$389.00
Amend to LP	increasing	cont to \$1,100,000.00	filed 5-11-80
1/13/81	1981	\$1,100,000.00	\$1,000.00
12/17/81	1982	\$1,100,000.00	\$1,000.00
Q-C	7-29-83		

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The Post
Sun & Sunday

The Evening News

July 29, 1983

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notices limited
partnerships

Publ Date

July 29, 1983

Published Daily and Sunday
West Palm Beach, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH

Affiant further says that the said The Post is a new paper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he is neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 29 day of July A.D. 1963

Joseph R. Ernst

[illegible][illegible]