

A9500000697

QUAGGA ENTERTAINMENT CORPORATION
Drawer Three Hundred Sixty-Seven
Oxford, Florida 34484, USA
Direct Line (904) 347-3947

From the desk of:
Larry D. Faw
Chairman/CEO

April 27, 1995

Secretary of State's Office
Division of Corporations
P.O. Box 6327
Tallahassee, FL. 32314

RECEIVED
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Attention: New Entities

REF: QUAGGA TELEVISION PARTNERS LIMITED PARTNERSHIP

Enclosed you will find the Original and Duplicate Original Certificate of Limited Partnership and Affidavit of Capital Contributions for Quagga Television Partners Limited Partnership being formed under the Florida Revised Uniform Limited Partnership Act of 1992, as amended. Also, I have enclosed a check for \$148.75 as payment for the following filing fees:

Filing Fee	-	\$ 52.50
Registered Agent Designation	-	\$ 35.00
Certified Copy/Duplicate Original	-	\$ 52.50
Certificate of Status	-	\$ 8.75
Total		\$148.75

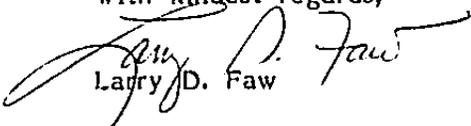
FILED
1995 APR 28 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Please forward these documents to:

Drawer 367
Oxford, FL, 34484

If there are any questions, please feel free to contact me at (904) 347-3947.

With kindest regards,


Larry D. Faw

cc of (us)
5/3/95aw

ORIGINAL

CERTIFICATE OF LIMITED PARTNERSHIP

OF

QUAGGA TELEVISION PARTNERS LIMITED PARTNERSHIP

A95000000697

FILED
1995 APR 28 PM 2:00
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

The undersigned, desiring to form a Limited Partnership pursuant to the laws of the State of Florida, in accordance with Florida General Statutes, Section 620.401 and the Florida Revised Uniform Limited Partnership Act of 1992, do hereby swear and certify:

- 1. **Name of Limited Partnership:** The name of the partnership is QUAGGA TELEVISION PARTNERS LIMITED PARTNERSHIP and is referred to herein as the "Partnership".
- 2. **Principal Business Address:** The location of the principal place of business is 3022 Central Avenue, St. Petersburg, FL. 33712.
- 3. **Name of Registered Agent for Service of Process:** The Registered Agent for Service of Process for the partnership is Mr. Larry D. Faw.
- 4. **Registered Address for Service of Process:** The Registered Address for Service of Process is 14400 S.W. 46th Court, Ocala, FL. 34473. The telephone number of the Registered Agent is (904) 347-3947.

5. **Signature of Registered Agent accepting Designation:** Below is the written signature of Mr. Larry D. Faw, who by applying his signature is accepting the designation of Registered Agent for the partnership.

Signature: *Larry D. Faw* as Registered Agent Date: 4/27/95
Larry D. Faw as Registered Agent

6. **Mailing Address:** The mailing address of the partnership for official documentation and correspondence is:

Quagga Television Partners LP
Drawer Three Hundred Sixty-Seven
Oxford, Florida 34484

7. **Term of Existence of Partnership:** The Partnership shall commence upon the filing of the Certificate of Limited Partnership in the office of the Secretary of State of Florida, Divisions of Corporations in Tallahassee, Florida, and, it shall continue until March 30, 2035 unless sooner terminated upon the happening of any of the events set forth in Section 10 of the Limited Partnership Agreement (the "Partnership Agreement") which cause a termination of the Partnership or the occurrence of any event which, under Florida law, cause the dissolution or termination of a Limited Partnership, other than is modified by the Limited Partnership Agreement.

Neither the death, transfer of interest, bankruptcy, insolvency, dissolution, liquidation or other disability nor the legal incompetency of any Limited Partner, shall result in the termination or dissolution of the Partnership or affect its continuance in any manner whatsoever.

Certificate of Limited Partnership
Quagga Television Partners LP
Page Two

8. Names of General Partners:	Specific Address:
Quagga Entertainment Corporation (Corporate General Partner)	3022 Central Avenue St. Petersburg, FL. 33712
Roger H. Heffler	22 Seminole Path Wildwood, FL. 34785
Larry D. Faw	14400 SW 46th Court Ocala, FL. 34473

9. **Capital Contributions:** Each Partner has contributed to the Limited Partnership as his capital contribution the amount of cash stated opposite his name in Schedule A and recorded in the books and records of the Partnership under each Partner's Capital Account Record. The interests of the Limited Partners are divided into Capital Units (referred to herein as a "Unit"), and, a Unit is representative of the capital contribution from the Limited Partner, which is then recorded on the Partner's Capital Account Record. The maximum number of Limited Partnership Units is 35.

10. **Additional Capital Contributions by Limited Partners:** The Units are non-assessable, and once a Limited Partner has paid for his Unit there will be no further obligation to make additional payments of any kind at any time, nor shall the General Partners have the right to call for additional capital contributions by Limited Partners under any circumstances.

11. **No Time for Return of Contribution:** No time has been agreed upon when contributions of the Limited Partners or General Partners are to be returned. There is no requirement that contributions of Limited Partners be returned prior to dissolution and termination of the Partnership. No Partner shall have the right to withdraw any part of his capital contribution prior to the dissolution and termination of the Partnership.

12. **Share of Income and Losses - Allocations and Distributions of Benefits:**

(a) Definition of Certain Terms. The following definitions shall apply to certain terms as they are used herein:

(1) The terms "Income" and "Losses" shall mean the annual Partnership income or losses as determined under the Internal Revenue Code (the "Code") and Regulations promulgated thereunder and shall include the income or loss resulting from a sale of the Partnership Property or a refinancing by the Partnership.

(2) The term "Cash Distributions" shall mean cash distributed to the Partners resulting from the operations of the Partnership after payment of operating expenses and associated costs.

(a) Allocation of Income, Losses and Cash Distributions. Income and Losses shall be allocated 99% to the Limited Partners and 1% to the General Partners, and Cash Distributions from operations shall be allocated 99% to the Limited Partners and 1% to the General Partners until there is a return of 110% of the Limited Partners initial capital contributions. After the Limited Partners receive Equivalent Cash Distributions plus a 10% return, all Income, Losses and Cash Distributions from operations shall be allocated 40% to the Limited Partners and 60% to the General Partners and General Partnership Group for the remainder of the term of the Partnership.

Certificate of Limited Partnership
Quagga Television Partners LP
Page Three

(i) Upon the sale of the Partnership Property Cash Distributions will be made in accordance with Section 10 of the Partnership Agreement.

(3) Upon the determination to distribute funds in the manner herein provided in good faith, the General Partners shall incur no liability on account of such distribution, even though such distribution may have resulted in the Partnership retaining insufficient funds for the operation of its business, which insufficiently resulted in the loss to the Partnership or necessitated the borrowing of funds by the Partnership.

(4) Furthermore, when a minimum of Units have been sold, the Partnership will begin production with Fawncworth International Pictures Corporation and The Motion Picture Company located at Disney/MGM Studios, Lake Buena Vista, Florida in the development, pre-production and production of the Partnership's Television Pilot Property, and, the Partnership may or may not continue to sell units if they deem it necessary, until the closing date (which is determined by being one year from the date of the first sale of a Limited Partnership Unit which has been accepted by the General Partners).

(5) If and when, the Television Pilot Project and Associated Franchiseable Products begins to generate revenue, these revenues will go the Limited Partnership until the initial production budget -- minimum investment has been re-couped. When this initial investment is re-couped, then the deferred salaries will be paid before the remainder of the Limited Partnership investment is re-couped. It is estimated that the deferred salaries and compensations will not exceed 80% of the projects budgeted costs. After the deferred salaries are paid, then the revenues generated will go to re-couping the remainder of the investment of the Limited Partners have re-couped 110% of their initial investment.

(6) If the project begins with a minimum number of Units sold, and when the initial production budget -- initial investment has been re-couped, the deferred salaries have been paid, and the remainder of Limited Partnership investment has been re-couped, then, all revenues -- net profits -- will be divided into the percentages hereinabove listed for Limited Partners and General Partners' Group (which includes General Partners, Contractual Production Companies, and Non-Partner Participants).

(7) In no event shall any Limited Partner be liable to pay for any loss of the Partnership in excess of his capital contribution, nor shall any Limited Partner be personally liable for any of the debts of the Partnership to any extent whatsoever.

(c) Apportionment Among Limited Partners. The aggregate share of Income, Losses, and Cash Distributions of the Partnership which is allocable to the Limited Partners shall be apportioned among them in the ratio that their respective capital contributions bear to the total capital contributions of all of the Limited Partners; such apportionment with respect to Income and Losses to take place as determined by the General Partners in conformity with the requirements of the Internal Revenue Code and the regulations thereunder, and with respect to the Cash Distributions such apportionment to take place on the date of the particular Cash Distribution. The Limited Partners' total annual Cash Distributions shall be computed and reported to the Limited Partners within 75 days after the end of the Partnership's fiscal year and amounts owing shall be paid at that time, any previous payments to Limited Partners during the fiscal year to Limited Partners constitute credits against amounts owed their Capital Accounts.

(d) Apportionment Among General Partners. The aggregate share of Income, Losses and Cash Distributions of the Partnership which is allocable to the General Partners shall be apportioned among them in the ratio that their respective capital contributions bear to the total capital contributions, or, other contributions as determined from contracts with the General Partners and/or the Partnership, of all the General Partners and General Partnership Group, such apportionment to take place in the same manner and at the same time as for the Limited Partners under the provisions of Subparagraph (c) of this Paragraph 7.

(e) Allocations of Deduction or Credit to Corporate General Partner. Any item of deduction or credit which is not permitted to be allocated to Limited Partners or to Individual General Partners under the Code shall, at the discretion of the Corporate General Partner, be allocated to the Corporate General Partner.

13. Transfer of Interests and Substitution of Limited Partners:

(a) No Limited Partner shall at any time voluntarily withdraw or retire from the Partnership or otherwise terminate his interest therein, except upon the termination or dissolution of the Partnership as provided herein.

(b) A Limited Partner may not Sell or Transfer his interest in the Partnership unless according to the Partnership Agreement and according to the Securities Act of 1933, as amended.

(c) With the consent of the General Partners, an assignee of a Limited Partner's interest in the Partnership shall be entitled to receive distributions of cash or other property from the Partnership applicable to the interest acquired by reason such assignment; provided, that a duly executed and acknowledged written instrument of assignment in a form satisfactory to the General Partners, the terms of which are not in contravention of any of the provisions of this Certificate of Limited Partnership and the provisions of the Partnership Agreement, is filed with the Partnership; and, provided, further that such assignment shall not constitute the assignee a Substitute Limited Partner.

(d) No assignee of a Limited Partner's interest in the Partnership shall have the right to become a Substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

(i) The duly executed and acknowledged written instrument of assignment which has been filed with the Partnership sets forth that the assignee becomes a Substitute Limited Partner in place of the assignor;

(ii) The Limited Partnership interest being acquired by the assignee consists of the entire interest of the assigning Limited Partner;

(iii) The assignor and assignee execute and acknowledge such other instruments as the General Partners may deem necessary or desirable to effect such admission, including, but not limited to, the written acceptance and adoption by the assignee of the provisions of this Certificate of Limited Partnership and the Limited Partnership Agreement and his execution, acknowledgment and delivery to the General Partners of a Power of Attorney in the form annexed and incorporated into the Partnership Agreement.

(iv) The written consent of the General Partners to such substitution shall be obtained, the granting or denial of which shall be in the sole and absolute discretion of the General Partners.

(v) Payment has been made to the Partnership of all costs and expenses of admitting any such assignee as a Substitute Limited Partner.

(e) No transfer may be made if such transfer (i) constitutes a violation of the registration provisions of the Securities Act of 1933, as amended (the "Act"), or the registration provisions of any applicable state securities; or, if (ii) after such transfer the Partnership will not be classified as a partnership for Federal income tax purposes rather than as an association taxable as a corporation; or, if (iii) transfer, when taken together with other prior transfers, results in a "termination" of the Partnership for Federal income tax purposes. The Partnership may require, as a condition precedent to the transfer of a Partnership interest, the delivery to the Partnership, at the proposed transferor's expense, of an opinion of counsel satisfactory (both as to the counsel and substance of the opinion) to the General Partners that the transfer will not violate any of the foregoing restrictions.

(f) An assignee of Limited Partner's interest who does not become a Substitute Limited Partner and desires to make a further assignment of such interest shall be subject to all the provisions of this Paragraph 13 to the same extent and in the same manner as any Limited Partner desiring to make an assignment of his interest.

(g) Upon the transfer of a Partner's interest, all items of income, gain, loss, deduction and credit attributable to the interest so transferred shall be allocated between the transferor and the transferee in such manner as the transferor and transferee agree at the time of transfer; provided such allocation does not violate Federal and state income tax law. If the General Partners, in their sole discretion, deem such laws violated, then such allocation shall be made pro rata for the fiscal year of the Partnership that the Partnership interest so transferred was held by the transferor and transferee, without regard to the results of Partnership activities during the period in which each was the holder, or in such other manner as the General Partners deem necessary to comply with Federal and state income tax laws. Distributions as called for by the Partnership Agreement shall be made to the holder of record of the Partnership Interest on the date of distribution. Notwithstanding the foregoing, a Limited Partner who is in default under the provisions of the Partnership Agreement shall not be entitled to any distributions or allocations or to vote as a Limited Partner unless and until the default is cured.

(h) No assignee of a Limited Partner's interest shall have the right to participate in the Partnership, inspect the books of account of the Partnership or exercise any other right of a Limited Partner until admitted as a Substitute Limited Partner. Notwithstanding the General Partner's failure or refusal to admit an assignee as a Substitute Limited Partner, such assignee shall be entitled to receive the share of income, gain, expense, loss and deduction, and cash distributions provided hereunder that is assigned to it, and, upon demand, may receive copies of all reports thereafter delivered pursuant to the requirements of the Partnership Agreement; provided, the Partnership shall have first received notice of such assignment and all required consents thereto shall have been obtained and other conditions precedent to transfer thereof shall have been satisfied. The Partnership's tax returns shall be prepared to reflect the interest of assignees as well as Limited Partners.

(i) In the event of death, legal incompetency or dissolution of any Limited Partner, his or its personal representative, after being duly appointed and having qualified, shall have all of the rights of a Limited Partner for the purpose of settling or managing his estate, and shall have such power as the decedent or incompetent possessed to constitute a successor as an assignee of his interest in the Partnership and to join with such assignee in making application of substitute such assignee as a Limited Partner.

Certificate of Limited Partnership
Quagga Television Partners LP
Page Six

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1995 APR 28 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

14. **Additional Limited Partners:** Limited Partners may be admitted by the General Partners until such time as the capital contributions of Limited Partners do not exceed the purchase of 35 Units. The name, residence, capital contributions and number of Units of the additional Limited Partner shall be set forth on the books and records of the Partnership, as amended from time to time.

15. **No Priorities:** There is no right of one or more Limited Partners to priority over other Limited Partners as to contributions or as to compensation by way of income.

16. **Right to Continue Business:** The Partnership shall be terminated upon the removal for cause, resignation, withdrawal or retirement of a General Partner, the attachment by its creditors of its Partnership interest or the assignment of its assets for the benefit of or composition or arrangement with its creditors, the adjudication of its bankruptcy, its dissolution or liquidation or the occurrence of any other event or circumstance the legal effect of which is to cause a termination of the existence of a General Partner or of its capacity to function as a General Partner (and, in addition, as to any individual General Partner, his death, mental illness, incapacity or incompetency), unless a remaining General Partner exists and elects to continue the Partnership within ten (10) days after notice of such event, or if there is no remaining General Partner who so elects, all of the Limited Partners elect a Substitute General Partner for the departing General Partner (which Substitute General Partner accepts such election) and elect to continue the Partnership within ninety (90) days after notice of such event, effective as of the date of such event; provided that, the Corporate General Partner's voluntary dissolution as the result of a merger, consolidation or other reorganizations shall not effect a termination under the provisions hereof.

17. **Return of Contribution:** A Limited Partner has no right to demand and receive property other than cash in return for his contributions.

EXECUTED AND SWORN TO THIS 27th DAY OF APRIL, 1995.

SIGNATURES OF ALL GENERAL PARTNERS:

x Quagga Entertainment Corp. - Corporate General Partner
Quagga Entertainment Corporation Corporate Seal
x Larry D. Faw as Chairman - Chairman of the Board
Authorized Officer/Larry D. Faw
x Roger H. Heffler - General Partner
Signature of Roger H. Heffler
x Larry D. Faw as General Partner - General Partner
Signature of Larry D. Faw

FILED
1995 APR 28 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AFFIDAVIT OF CAPITAL CONTRIBUTIONS
OF
QUAGGA TELEVISION PARTNERS LIMITED PARTNERSHIP

BEFORE ME, the undersigned constituting all of the General Partners of QUAGGA TELEVISION PARTNERS LIMITED PARTNERSHIP, a Florida Limited Partnership, certify as follows:

1. The amount of capital contributions to date of the Limited Partners is \$1,000.00.
2. The total amount contributed and anticipated to be contributed by the Limited Partners at this time totals \$1,000.00.

THIS THE 27th DAY OF APRIL, 1995.

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I (we), the General Partners to the aforementioned Limited Partnership, declare that I (we) have read the foregoing and that the facts are true, to the best of knowledge and belief on this date.

GENERAL PARTNERS:

x Roger H. Heller - General Partner
Signature of Roger H. Heller

x Larry D. Faw - General Partner
Signature of Larry D. Faw

QUAGGA ENTERTAINMENT CORPORATION

x Quagga Entertainment Corporation - Corporate General Partner

x Larry D. Faw - Chairman of the Board
Signature of Larry D. Faw

A95000000697

Studio City Holdings
(Requestor's Name)

PO Box 367
(Address)

Oxford, FL 34434-0367
(City, State, Zip) (Phone #)

OFFICE USE ONLY

400001530754
-07/06/95--01045--002
***1750.00 ***1750.00

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. _____
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- Walk in Pick up time _____ Certified Copy
 Mail out Will wait Photocopy Certificate of Status

FILED
 1995 JUL -5 AM 10:00
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

NEW FILINGS	
Mo	Profit
Liab	NonProfit
Liab	Limited Liability
Dom	Domestication
Other	Other

OTHER FILINGS	
Annual Report	
Fictitious Name	
Name Reservation	

AMENDMENTS	
	Amendment
	Resignation of R.A., Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

REGISTRATION/ QUALIFICATION	
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

TC
\$350,000.00

Examiner's Initials

A95000000697

AMENDED AFFIDAVIT OF CAPITAL CONTRIBUTIONS
OF
QUAGGA TELEVISION PARTNERS I, LIMITED PARTNERSHIP

BEFORE ME, the undersigned constituting all of the General Partners of QUAGGA TELEVISION PARTNERS I, LIMITED PARTNERSHIP, a Florida Limited Partnership, certify as follows:

1. The initial amount of capital contributions to the Limited Partnership was \$1,000.00.
2. The total amount contributed and anticipated to be contributed by the Limited Partners at this time totals \$350,000.00.

THIS THE 26TH DAY OF JUNE, 1995.

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I (we), the General Partners to the aforementioned Limited Partnership, declare that I (we) have read the foregoing and that the facts are true, to the best of knowledge and belief on this day.

GENERAL PARTNERS:

Larry D. Faw as Mgr. P.P. - Managing General Partner
Signature of Larry D. Faw

QUAGGA ENTERTAINMENT CORPORATION

Quagga Entertainment Corp. - Corporate General Partner
Larry D. Faw as Chairman - Chairman of the Board
Signature of Larry D. Faw

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1995 JUL -5 AM 10:00
CLERK OF STATE
TALLAHASSEE, FLORIDA

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
ANNUAL REPORT
1996



FLORIDA DEPARTMENT OF STATE
Gandra Northam
Secretary of State
DIVISION OF CORPORATIONS

FILED

95 DEC 21 PH 3:05

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE

1. Name of Limited Partnership

1a. DOCUMENT #
A9500000697

QUAGGA TELEVISION PARTNERS LIMITED PARTNERSHIP

2. New Mailing Address, if Applicable

State, Apt # etc. **100001674881**
~~01702798-01093-0015~~
City, State & Zip **+++576.25 +++576.25**

2a. New Principal Office Address, if Applicable

State, Apt # etc. **BUNNARD #4, DISNEY/MSN STUDIOS**

City, State & Zip
LAKE BUENA VISTA, FL 32830

Mailing Address

**DRAWER THREE HUNDRED SIXTY-SEVEN
OXFORD FL 34404**

Principal Office Address

**3022 CENTRAL AVE.
ST. PETERSBURG FL 33712**

If above addresses are incorrect in any way, line through the incorrect information and enter correct address in Block 2 and/or 2a

3. Date Formed or Registered to Do Business in FLORIDA
04/28/1995

3a. Date of Last Report

4. State or County of Formation
FL

5a. Capital Contributions as Shown on Ricker 3
\$350,000.00

5b. Amount of Capital Contributions in FLORIDA to date
\$60,000

6. FIC Number
59-3306131

Applied For **1. CERTIFICATE OF STATUS RECEIVED**
Not Applicable **15177 Additional Fee Paid/Not Paid for 2. Certificate of Status**

8. FEES: 1) Filing Fee Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$437.50
2) Supplemental Fee \$138.75 (pursuant to section 607.103, F.S.)
THE AMOUNT DUE SHALL BE NO LESS THAN \$191.25 (\$52.50 + \$138.75) AND NO MORE THAN \$576.25 (\$437.50 + \$138.75)
Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee
MAKE CHECK PAYABLE TO FLORIDA DEPT. OF STATE

12-29

9. Name and Address of Current Registered Agent

**FAW, LARRY D
14400 SW 46TH CT.
OCALA FL 34473**

10. If changed, new Registered Agent/Office

Name
Street Address (P.O. Box Number is Not Acceptable)
State, Apt # etc.
City
Zip Code
FL

10a. Pursuant to the provisions of sections 620.1051 and 620.102 Florida Statutes, the above named limited partnership organized or registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent or both, in the State of Florida. Such change was authorized by its general partner(s). I hereby accept the appointment of registered agent. I am familiar with and accept the obligations of section 620.102, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment)

DATE

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY

11. Name(s) of General Partner(s)

**QUAGGA ENTERTAINMENT CORPORA
HEFLER, ROGER H
FAW, LARRY D**

11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers)

**4500 N. 4TH ST.
-3022-CENTRAL-AVE-
22 SEMINOLE PATH
14400 SW 46TH CT.**

11b. City, State & Zip Code

**ST. PETERSBURG FL 33706
WILDWOOD FL 34785
OCALA FL 34473**

11c. Registration/Document Number

P95000026384

*AP \$420.00
SUP \$138.75
CUST \$17.50*

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I release the Division of Corporations from any liability for non-compliance with Sections 119.07(3)(k) in the event that the information supplied is deemed exempt from public access. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that I am a General Partner of the limited partnership, receiver or trustee empowered to execute this report as required by chapter 20, Florida Statutes.

SIGNATURE

Larry D. Faw as Managing Partner

DATE

12/16/95

Typed or Printed Name of General Partner Signing Form

Larry D. Faw

Telephone Number

904-347-5947

CP2E003 (6/95)

A9500000697

Quagga Television Partners, L.P.

Bungalow 4, Disney-MGM Studios, Drawer 22819, Lake Buena Vista, FL 32830
Direct Line: (407) 560-8373 Production Fax: (407) 560-8377

Secretary of State
Division of Corporations
Limited Partnership Section
P.O. Box 6327
Tallahassee, FL 32314-6327

JUNE 12, 1996

500001864095
-06/17/96--01062--001
****148.75 ****148.75

Attention: Limited Partnership Section Ref. No: A9500000697

Effective as of December 31, 1995, Quagga Entertainment Corporation petitioned the Limited Partnership to be removed and removed itself as a Corporate General Partner, due to expressed concerns over future conflicts of interest. The General Partners met on January 30, 1996 to discuss Quagga Entertainment Corporation's request, and, voted to accept their petition. Effective as of that date, Quagga Entertainment Corporation no longer had legal status as a Corporate General Partner, however, they do continue to be a Contractual Joint Venture Partner with Quagga Television Partners for a period of time which is mutually satisfactory. On January 30th, an certificate of amendment to the certificate of limited partnership was forwarded to be filed. Unfortunately a clerical error was made on the certificate concerning the official date of formation, which was duly found and returned (FL Dept of State Letter No. 59A00004839). A corrected document was prepared on February 12th, but due to an unfortunate personal accident and subsequent back injury, I was not able to file the document within your 60 day requirement. Now that I was allowed to return to work one day per week, I found the materials on this matter, and, prepared a corrected document for filing.

Enclosed you will find the Original and Duplicate Original Certificate of Amendment to the Certificate of Limited Partnership, and, a cheque for \$148.75, and request that the Duplicate Original be Certified and returned to the below address:

Quagga Television Partners, L.P.
Drawer 367
Oxford, FL. 34484

Once again, thank for your assistance. If there are any additional charges, please call and I will forward to you any necessary monies. If there are any questions, please contact me at my direct line (352) 347-3947.

With kindest regards,

Larry D. Faw

Name	OR 6-17
Availability	
Document Examiner	[Signature]
Updater	[Signature]
Updater Verifier	[Signature]
Acknowledged	[Signature]
W. P. Verifier	[Signature]

FILED
JUN 14 AM 11:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Quagga Television Partners, L.P.

Bungalow 4, Disney-MGM Studios, Drawer 22819, Lake Buena Vista, FL 32830
Direct Lines (407) 560-8373 Production Fax: (407) 560-8377

Secretary of State
Division of Corporations
Limited Partnership Section
P.O. Box 6327
Tallahassee, FL 32314-6327

January 30, 1996

300001705553
-02/02/96--01085--001
*****61.25 *****61.25

Attention: Limited Partnership Section

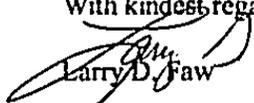
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Quagga Television Partners, L.P.
Drawer 367
Oxford, FL. 34484

Once again, thank for your assistance. If there any additional charges, please call and I will forward to you any necessary monies.

With kindest regards,


Larry D. Faw AS MANAGING PARTNER

ORIGINAL

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
QUAGGA TELEVISION PARTNERS, Limited Partnership

FILED
56 JUN 14 AM 11:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 620.109, Florida Statutes, this Florida limited partnership whose certificate was filed with the Florida Department of State on April 28, 1995, adopts the following certificate of amendment to its Certificate of Limited Partnership.

FIRST. Amendment One: Article 8 Amendment

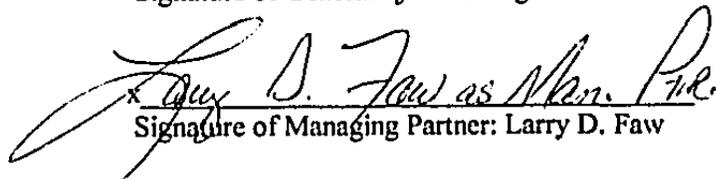
8.	Names of General Partners:	Specific Address:
	Roger H. Hefler	22 Seminole Path Wildwood, FL 34785
	Larry D. Faw	14400 SW 46th Court Ocala, FL 34473

SECOND: This Certificate of Amendment shall be effective at the time of its filing with the Florida Department of State.

THIRD: By placing our signatures by hand to this document the General Partners of this Limited Partnership, we certify this to be a true legal document of this Quagga Television Partners, Limited Partnership.

Dated: June 12, 1996

x 
Signature of General Partner: Roger H. Hefler

x 
Signature of Managing Partner: Larry D. Faw

A 95000000697

STATE OF FLORIDA
OFFICE OF THE COMPTROLLER
APPLICATION FOR REFUND

Section 215.26, Florida Statutes, states in part: "Applications for refunds as provided in this section shall be filed with the Comptroller, except as otherwise provided herein, within 3 years after the right to such refund shall have accrued else such right shall be barred." Three years is generally interpreted as meaning three years from the date of payment into the State treasury. The Comptroller has delegated the authority to accept applications for refund to the unit of State government which initially collected the money.

Pursuant to the provisions of Rule 3A-44.020, Florida Administrative Code, and Section 215.26, Florida Statutes, or Section _____, Florida Statutes, I hereby apply for a refund of moneys I paid into the State treasury, which are subject to refund. The following information is submitted to substantiate the claim.

Name: Larry D. Faw EIN or SS#: _____

Address: Bungalow 4, Disney-MGM Studios, Drawer 22819
Lake Buena Vista, FL 32830

Amount: \$105.00 Date Paid 6-17-96

Reason for claim: Overpayment of fees. Name: Quagga Television Partners, L.P.

TC/LP _____

Certified true and correct this 27th day of JUNE, 1996.

Signature Larry D. Faw as Manager P.R.

* Must be completed if authority is other than Section 215.26, Florida Statutes.

For Agency Use Only

Agency recommends approval of above claim and submits the following information to substantiate the claim: Amount of recommended refund \$ 105.00

The amount requested above was originally deposited into the State Treasury, as a part of the funds deposited on State Treasurer's Receipt No. 01062--001, dated 06/17/96.

Name of Account _____
45202130001453000000000010000

Statutory Authority for Collection 620.0182

It is requested that payment be made from the following account:

NAME OF ACCOUNT: _____
45202130001453000000022002000

Certified true and correct this _____ day of _____, 19 ____.

Department of State, Division of Corporations _____
(Agency) (Authorized Signature and Title)