

A9500000848

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

June 1, 1995

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

300001505359
-06/02/95--01106--007
****148.75 ****148.75

Attention: New Entities

REF: QUAGGA TELEVISION PARTNERS 2, LIMITED PARTNERSHIP

Enclosed you will find the Original and Duplicate Original Certificate of Limited Partnership and Affidavit of Capital Contributions for Quagga Television Partners 2, 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		<u>\$148.75</u>

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'd. Cus

6/6/95

SECRET
TALLAHASSEE, FLORIDA

1995 JUN -2 PM 3:26

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CERTIFICATE OF LIMITED PARTNERSHIP

OF

QUAGGA TELEVISION PARTNERS 2, LIMITED PARTNERSHIP

ORIGINAL

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JUN -2 PM 3:26
TALLAHASSEE, FLA.

The undersigned, desiring to form a Limited Partnership pursuant to the laws of the State of Florida, in accordance with Florida General Statutes, Section 620.114 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 2, 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: 6-1-95

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

Quagga Television Partners 2, 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 June 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
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TALLAHASSEE, FLORIDA

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
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(1) 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 Partnerships 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.

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Quagga Television Partners LP
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(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.

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Quagga Television Partners, LP
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(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 default under the provisions of the Partnership Agreement shall not be entitled to any distributions of 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
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TALLAHASSEE, FLA 32304

14. **Additional Limited Partners:** Limited Partners may be admitted by the General Partners until such time as the capital contributions of all limited Partners do not exceed 35 purchasers of LP 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 1st DAY OF June, 1985.

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. Heller - General Partner
Signature of Roger H. Heller
x Larry D. Faw as G.P. - General Partner
Signature of Larry D. Faw

AFFIDAVIT OF CAPITAL CONTRIBUTIONS
OF

QUAGGA TELEVISION PARTNERS 2, LIMITED PARTNERSHIP

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1995 JUN -2 PM 3:27
TALLAHASSEE, FLORIDA

BEFORE ME, the undersigned constituting all of the General Partners of QUAGGA TELEVISION PARTNERS 2, 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 1st 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 date.

GENERAL PARTNERS:

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

x Larry D. Faw as G.P. - General Partner
Signature of Larry D. Faw

QUAGGA ENTERTAINMENT CORPORATION

x Quagga Entertainment Corp. - Corporate General Partner

x Larry D. Faw as G.P. - Chairman of the Board
Signature of Larry D. Faw

**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
Sandra Matham
Secretary of State
DIVISION OF CORPORATIONS

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE

1. Name of Limited Partnership
**QUAGGA TELEVISION PARTNERS 2, LIMITED
PARTNERSHIP**

1n. DOCUMENT #
A95000000848

2. New Mailing Address (if Applicable)

State Apt # etc. **200001675892**
City State & Zip **-01702/96--01055--022**
*****200.00 ***200.00**

2a. New Principal Office Address (if Applicable)

State Apt # etc. **Beaumont #4, Dames/Moore Assoc.**

City State & Zip **LAKE BUENA VISTA FL 32830**

Mailing Address
**DRAWER THREE HUNDRED SIXTY-SEVEN
OXFORD FL 34484**

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 in (Do Business in)
FLORIDA 08/02/1995

3a. Date of Last Report
6/7/95

4. State or Country of Formation
FL

5a. Capital Contributions as Shown
on Record
\$1,000.00

5b. Amount of Capital Contributions in
FLORIDA to date
1,000.00

6. Filing Fee

☒ Applied For
☐ Not Applicable

7. CERTIFICATE OF STATUS REQUIRED
**\$50.75 Additional Fee required
for a 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 607.183, 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

9. Name and Address of Current Registered Agent

**FAW, LARRY D
14400 SW 48TH 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 **FL** Zip Code

10a. Pursuant to the provisions of sections 620.1051 and 620.192, 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 620.192, 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)	11a. Address of Each General Partner (Do NOT Use Post Office Box Numbers)	11b. City, State & Zip Code	11c. Registry/ Document Number
QUAGGA ENTERTAINMENT CORPORA HEFLER, ROGER H FAW, LARRY D	4500 N. 9TH STREET 3022 CENTRAL AVE 22 SEMINOLE PATH 14400 SW 48TH COURT	ST. PETERSBURG FL 33706 WILDWOOD FL 34785 OCALA FL 34473	P95000026384

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 of non-compliance with Section 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 620, Florida Statutes.

SIGNATURE

Larry D. Faw as Managing Partner
LARRY D FAW

DATE

12/16/95

Typed or Printed Name of General Partner Signing Form

Telephone Number

904-347-3947