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GEORGE ORTIZ

Attorney at Law
Certified Public Accountant

201 N.E. 8TH AVENUE
OCALA, FLORIDA 34470
TELEPHONE (904) 732-2000
FAX (904) 622-6960

June 6, 1995

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

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-06/09/95--01006--020
*****87.50 *****87.50

Dear Sirs:

Enclosed is a Certificate of Limited Partnership and Affidavit of Capital Contributions for LONGVIEW LTD PARTNERSHIP. Please file accordingly. I have also enclosed my check #1230 in the amount of \$87.50 (filing fee of \$52.50 and registered agent fee of \$35.00) for the aforementioned filing.

Thank you for your timely attention to this matter and please call if you have any questions.

Sincerely,

George Ortiz
GEORGE ORTIZ

GO:kk
Encls.

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TALLAHASSEE, FLORIDA

1995 JUN 26 AM 9:17

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FLORIDA DEPARTMENT OF STATE
Sandra B. Morham
Secretary of State

June 13, 1995

GEORGE ORTIZ, ESQUIRE
201 NE 8TH AVE.
OCALA, FL 34470

SUBJECT: LONGVIEW LTD PARTNERSHIP
Ref. Number: W95000012037

We have received your document for LONGVIEW LTD PARTNERSHIP and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 620.108, Florida Statutes, requires the certificate include the latest date upon which the partnership is to dissolve.

The registered agent must sign accepting the designation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6920.

Ava Watson
Corporate Specialist

Letter Number: 795A00028977

GEORGE ORTIZ

Attorney at Law
Certified Public Accountant

201 N.E. 8TH AVENUE
OCALA, FLORIDA 34470
TELEPHONE (904) 732-2000
FAX (904) 622-6960

June 22, 1995

Florida Department of State
Division of Corporations
Attn: Ava Watson
P.O. Box 6327
Tallahassee, FL 32314

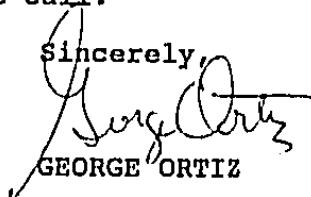
RE: Longview Ltd Partnership
Ref No. W95000012037
Letter No. 795A00028977

Dear Mrs. Watson:

Per our telephone conversation today and in answer to your above referenced letter of which I have enclosed a copy, enclosed is the Certificate of Limited Partnership for LONGVIEW LTD PARTNERSHIP and a Certificate of Acceptance of Registered Agent. Per our conversation today we decided that a specific date of dissolution was not necessary. I have also enclosed a copy of Form 30.91, Section XV, from Florida Jur Forms, Business Enterprises for your reference.

If you have any questions, please call.

Sincerely,


GEORGE ORTIZ

GO:kk
Encls.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LONGVIEW LTD PARTNERSHIP

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TALLAHASSEE, FLORIDA

We, the undersigned, desiring to form a partnership, pursuant to the Florida Revised Uniform Limited Partnership Act as set forth in Section 620.101 et. seq. of the Florida Statutes, certify:

1. The name of the firm under which the partnership is to be conducted is LONGVIEW LTD PARTNERSHIP.

2. The character of the business intended to be transacted by the partnership is management.

3. The location of the principal place of business is to be at 4405 W. Hwy 40, in the City of Ocala, Florida, 34482.

4. (a) The name and place of residence of the general partner interested in the partnership are as follows:

Name	Place of Residence
William M. DelZotto	<u>2300 Commonwealth Ave.</u> <u>Duluth, Minnesota 55808</u>

(b) The name and place of residence of the limited partner interested in the partnership are as follows:

Name	Place of Residence
Southpac Trust International Inc. <i>Trustee of the First Holding Trust</i>	1st Floor, Centrepont Rarotonga, Cook Islands

5. The partnership shall exist for an indefinite term.

6. The amount of cash and a description of, and the agreed value of, the other property contributed by the limited partner is \$990.00, cash.

7. The limited partner may make such additional contributions to the capital of the partnership as may from time to time be agreed upon by the general partner and the limited partner.

8. The contribution of the limited partner shall be returned when the partnership is liquidated.

9. The limited partner shall receive by reason of its contribution 99 percent of the profits of the partnership.

10. No limited partner may, without the written consent of all the other partners, substitute a partner in his or her stead.

11. Additional general or limited partners may be admitted to the partnership on such terms as may be agreed on in writing between all the partners and such new partners. The terms so agreed on shall constitute an amendment of this partnership agreement.

12. No limited partner has priority over any other limited partners as to contributions or as to compensation by way of income.

13. On the death, retirement, or insanity of any general partner, the remaining partners shall have the right to elect to continue the business of the partnership under the same name, by themselves, or with any additional persons they may choose. If the partners remaining desire to continue the business, but not together, the partnership shall be liquidated.

14. On the termination of the interest of a limited partner, there shall be payable to such limited partner, the value of its interest, as determined by Article XIII(c), as of the date of

termination. Such payment shall be made within nine (9) months of the termination of the limited partner's interest and may be paid in cash or in kind.

15. The address of the office of the limited partnership is 4405 W. Hwy 40, Ocala, Florida, 34482. The agent for service of process is George Ortiz, whose address is 201 N.E. 8th Avenue, Ocala, Florida, 34470.

16. The name and business address of each general partner interested in the partnership are as follows:

Name	Business Address
William M. DelZotto	4405 W. Hwy 40 Ocala, FL 34482

17. TERM; DISSOLUTION

(a) Term; Dissolution. The partnership term shall commence on notice of acceptance from the state of Florida of its right to act in such capacity, and continue thereafter for an unstipulated time ending:

- (1) On the dissolution of the partnership by law;
- (2) On dissolution at any time agreed on by the general partners;
- (3) On dissolution following thirty (30) days' written notice by a general partner to the other general partner or partners; or
- (4) On dissolution at the close of the month following the qualification and appointment of the personal representative of a deceased general partner, and following the exercise by the surviving general partner or partners of an option

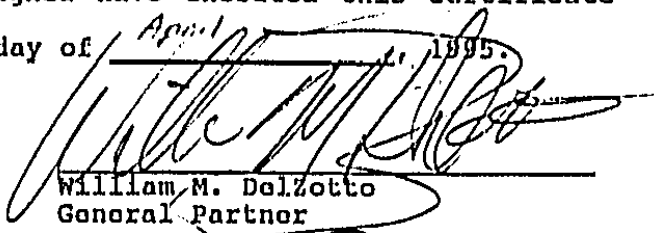
granted by this agreement to cause the partnership to be dissolved as of the close such month.


(b) Right To Continue Business on Death, Retirement, or Insanity of General Partner. On the death, retirement, or insanity of any general partner, the remaining partners shall have the right to elect to continue the business of the partnership under the same name, by themselves, or with any additional persons they may choose. If the partners remaining desire to continue the business, but not together, the partnership shall be liquidated.

(c) Payment if Partnership Continued. If the remaining partners elect to continue the business under Article XV(B), they shall pay to the retiring partner, the estate of a deceased general partner, or the legal representative of an insane general partner, the value of such partner's interest as determined by Article XV(d), as of the date of such partner's death or withdrawal from the partnership. Such payment shall be made within nine months after his or her death or withdrawal.

(d) Value of Partner's Interest. The value of a general partner's interest in the partnership shall be computed by (1) adding the totals of (a) his or her capital account, (b) his or her income account, and (c) any other amounts owed to him or her by the partnership, and (2) subtracting from the sum of the above totals the sum of the totals of (a) his or her drawing account and (b) any amount owed by him or her to the partnership.

In witness, the undersigned have executed this certificate
this 25th day of April, 1995.


William M. DelZotto
General Partner


Southpac Trust International Inc.
Limited Partner Trustee of The
First Holding Trust, Limited Partner,
By its Authorized Signatory

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AFFIDAVIT OF CAPITAL CONTRIBUTIONS

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TALLAHASSEE, FLORIDA

The undersigned constituting all of the general partners of
LONGVIEW LTD PARTNERSHIP, a Florida Limited Partnership, certify


The amount of capital contributions to date of the limited partners
is \$990.00.

The total amount contributed and anticipated to be contributed by
the partners at this time totals \$990.00.

FURTHER AFFIANT SAYETH NOT.

Under the penalties of perjury I (we) declare that I (we) have read
the foregoing and know the contents thereof and that the facts
stated herein are true and correct.


William M. DelZotto
General Partner


Southpac Trust International Inc.
~~Limited Partner~~ TRUSTEE OF THE FIRST
HOLDING TRUST LIMITED PARTNER, BY ITS
AUTHORIZED SIGNATORY

This 25th day of April, 1995.

CERTIFICATE OF ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for LONGVIEW LTD PARTNERSHIP at the place designated in the foregoing Certificate of Limited Partnership, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Stacey H. Vasilas
Witness

George Ortiz 06/22/95
GEORGE ORTIZ, Registered Agent

Kyle D. Henderson
Witness

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1995 JUN 26 AM 9:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA