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STRAUGHN, STRAUGHN & TURNER, P.A.
CORPORATION AND GENERAL AGENTS
POST OFFICE BOX 2208
255 MAGNOLIA AVENUE
WINTER HAVEN, FLORIDA
33883-2208

JACK STRAUGHN
RICHARD E. STRAUGHN
MARK G. TURNER

TELEPHONE (841) 293-1184
FAX (841) 293-3081

January 23, 1996

300001700803
-01/30/96--01020--003
****560.00 ****560.00

Division of Corporations
P.O. Box 6327
Tallahassee, Fl 32314

Re: *Rihejune, Ltd.*
Our File No. 2185/001

300001700803
-01/30/96--01020--004
****87.50 ****87.50

Dear Sir:

Enclosed please find a Certificate of Limited Partnership of SDH, Ltd. together with a check in the amount of \$560.00 which represents the filing fee. I have also enclosed our check in the amount of \$87.50 which represents the fee for registering the Registered Agent and obtaining a certified copy of the Certificate.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely yours,

STRAUGHN, STRAUGHN & TURNER, P.A.

Deborah Quattlebaum

Deborah Quattlebaum
Paralegal

enclosures

cc: Richard E. Saxon

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Availability	
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Printer	<i>OR</i>
Verifier	
Acknowledgment	
W. P. Veribox	<i>OR</i>

CERTIFICATE OF LIMITED PARTNERSHIP
OF
RIHEJUNE, LTD.,
a Florida limited partnership

THIS CERTIFICATE OF LIMITED PARTNERSHIP OF RIHEJUNE, LTD. executed and sworn to this 4th day of January, 1996, by and between RICHARD E. SAXON, referred to herein as the "General Partner," and the limited partners set forth on Schedule "A" attached hereto, have caused this Certificate of Limited Partnership to be executed as Limited Partners. Pursuant to Section 620.108, Florida Statutes, the General Partner and the Limited Partners state:

1. The name of the partnership is RIHEJUNE, LTD.
2. The purpose (character of business) of the Partnership is to acquire (as capital contributions from the Limited Partners) tangible (real and personal) and intangible property and to, thereafter, hold and manage such property and to do all things reasonably incident thereto, including borrowing money for Partnership purposes, securing such borrowings by mortgage, pledge or other lien, and selling, leasing or otherwise disposing of the Partnership property at any time.
3. The principal place of business and mailing address for the Partnership is 821 Oleander Drive, Winter Haven, Florida 33880, or such other place as the General Partner may from time to time shall designate upon ten (10) days prior written notice to the Limited Partners.
4. (a) The name and business address of the General Partner is:

RICHARD E. SAXON
821 Oleander Drive
Winter Haven, Florida 33880

(b) The names and addresses of the Limited Partners are set forth on Schedule "A" annexed hereto and incorporated herein.
5. The name and address of the agent for service of process on the Partnership is RICHARD E. SAXON, 821 Oleander Drive, Winter Haven, Florida 33880.
6. The term of the Partnership shall commence on the date of filing of this Certificate with the Secretary of State of the State of Florida and shall continue until all Partnership properties have been sold, forfeited, abandoned or otherwise disposed of, or unless the Partnership is sooner terminated in accordance with the termination provisions of the Partnership Agreement, or as otherwise provided by Partnership Law. The Partnership shall terminate in any event on December 03, 2025.

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7. Regarding capital contributions of the Limited Partners, each Limited Partner shall contribute to the Partnership cash or property valued at the amount of his agreed capital contribution set forth opposite his or her name on Schedule "A" attached hereto.

8. No Limited Partner shall be required or obligated to contribute any capital to the Partnership in addition to his agreed capital contribution.

9. No Limited Partner shall be allowed to withdraw any portion of his agreed capital contribution or his capital account in money or property prior to the dissolution of the Partnership. Nothing in this paragraph shall be construed to prohibit distributions of cash flow from the Partnership.

10. Distributions Upon Termination of the Partnership. Upon the dissolution and winding up of the business and affairs of the Partnership, the Partners shall continue to share profits or losses during liquidation of Partnership assets in the same proportion as before dissolution. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

1. Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.
2. Payment to Partners for loans made by them to the Partnership in the order provided by law.
3. Payment to the Partners in proportion to their relative positive capital account balances.

11. The interest(s) of a Limited Partner in the Partnership are not freely assignable. Rather, under the terms of the Partnership Agreement, the Limited Partner must first offer his or her interest to the Partnership and other limited Partners who have a right of first refusal on said interest. In the event that the Partnership and/or the remaining Limited Partners do not purchase all of the interest(s) of the Limited Partner who desires to sell his interest, the Limited Partner must still obtain consent of the General Partner to such assignment, which consent is within the complete discretion of the General Partner. Moreover, such consent will only be given after the General Partner is satisfied that certain formalities required in the Limited Partnership Agreement have been complied with. These formalities include, but are not limited to, satisfaction that the assignment will not impair the ability of the Partnership to be taxed as a Partnership or to take advantage of any favorable tax election or treatment, that such assignment will not violate any applicable federal or state securities laws and that the

substituted partner has agreed to be bound by all the terms of the Partnership Agreement.

12. No additional Limited Partners may be admitted to the Limited Partnership without the consent of the General Partner.

13. No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the parties hereto have sworn to and executed or caused to be executed this Certificate of Limited Partnership as of the date first written above.

Signed, sealed and delivered
in the presence of:

Deborah Quattlbaum
Matthew A. Radjak

"GENERAL PARTNER"

Richard E. Saxon
RICHARD E. SAXON
GENERAL PARTNER

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SCHEDULE "A"

RIHEJUNE, LTD.

Name and Address

GENERAL PARTNER

CAPITAL CONTRIBUTION

RICHARD E. SAXON
821 Oleander Drive
Winter Haven, FL 33880

\$20,000.00

LIMITED PARTNER

NEAL B. SAXON
130 Odin Drive
Winter Haven, FL 33884

\$20,000.00

HEARD SAXON
Post Office Box 4068
Enterprise, FL 32725

\$20,000.00

JUDY SAXON HALLSTROM
1645 Sheffield Drive
Clearwater, FL 34624

\$20,000.00

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TALLAHASSEE, FLORIDA

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AFFIDAVIT OF CAPITAL CONTRIBUTIONS

STATE OF FLORIDA
COUNTY OF POLK

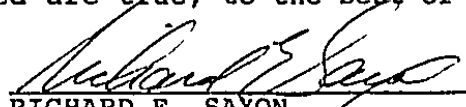
BEFORE ME, the undersigned authority, personally appeared
RICHARD E. SAXON, of 821 Oleander Drive, Winter Haven, Florida
33880, General Partner of RIHEJUNE, LTD. (the "Partnership"), who,
upon being duly sworn, certified as follows:

1. The amount of capital contributions to the Partnership
made by the limited partners is, in the aggregate, EIGHTY
THOUSAND DOLLARS (\$80,000.00).

2. At this time, it is not anticipated that additional
capital contributions will be made by the limited partners.


Under penalties of perjury, I declare that I have read the
foregoing and that the facts alleged are true, to the best of my
knowledge and belief.

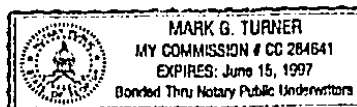
Date: 1-4-96


RICHARD E. SAXON
General Partner

BEFORE ME, the undersigned officer, a notary public
authorized to administer oaths and to take acknowledgements in
and for the state and county set forth above, personally appeared
RICHARD E. SAXON, known to me and known by me to be the perso
who executed the foregoing Affidavit of Capital Contributions
and he acknowledged to me and before me that he executed this
Affidavit as General Partner of RIHEJUNE, LTD.

IN WITNESS WHEREOF, I have set my hand and affixed my
official seal in the state and county aforesaid, this 4th day of
January, 1996.


Notary Public, State of Florida
My Commission Expires:



TALLAHASSEE, FLORIDA
SECRETARY OF STATE

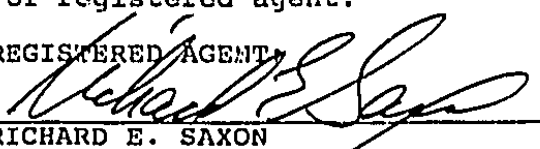
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ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as statutory registered agent for RHETONE, LTD.
LTD., a Florida limited partnership (the "Partnership"), in the
foregoing Certificate of Limited Partnership, I hereby agree to
act in that capacity, and, on behalf of the Partnership, to
accept service of process for the Partnership and to comply with
any and all statutes relative to the complete and proper
performance of the duties of registered agent.

REGISTERED AGENT


RICHARD E. SAXON
821 Oleander Drive
Winter Haven, Florida 33880

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