

**CORPORATE
ACCESS,
INC.**

A98000002006

1116-D Thomasville Road . Mount Vernon Square . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

WALK IN

PICK UP

8/27/98/100

CUS

☒ **CERTIFIED COPY**

PHOTO COPY

☒ **FILING**

1.)

Pacific Heartland, Ltd
(CORPORATE NAME & DOCUMENT #)

2.)

(CORPORATE NAME & DOCUMENT #)

3.)

(CORPORATE NAME & DOCUMENT #)

4.)

(CORPORATE NAME & DOCUMENT #)

5.)

(CORPORATE NAME & DOCUMENT #)

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(CORPORATE NAME & DOCUMENT #)

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(CORPORATE NAME & DOCUMENT #)

10.)

(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

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-08/27/98--01009--016
****140.00 ****140.00

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FILED
28 AUG 27 AM 11:58
TALLAHASSEE, FL 32303

FILED
28 AUG 27 AM 9:59
TALLAHASSEE, FL 32303

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
PACIFIC HEARTLAND, LTD.**

Pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act as set forth in Chapter 620 of the Florida Statutes, the undersigned, desiring to form a limited partnership, hereby state the following:

1. The name of the Partnership is Pacific Heartland, Ltd.

2. The character of the business to be conducted by the Partnership is to engage in the business of growing, packing, selling and shipping fruits and vegetables, and for any other lawful business activity.

3. The location and mailing address of the principal place of business of the Partnership is 503 10th Street West, Palmetto, Florida 34221.

4. The term for which the Partnership is to exist shall commence on the date this Certificate of Limited Partnership is filed, and shall continue until the close of business on December 31, 2050, unless sooner terminated by the General Partner or pursuant to the terms and conditions of the Limited Partnership Agreement.

5. The name, place of business, units and percentage of shares of the sole General Partner is:

	<u>Units</u>	<u>Percentage Owned</u>
PTG Management Company 503 10th Street West Palmetto, FL 34221	10	1.0%

6. The General Partner shall be required to make an initial capital contribution of cash in the total amount of \$10.00.

7. The Limited Partners shall be required to make an initial total capital contribution of cash in the total amount of \$990.00.

8. The Limited Partners shall be required to make additional capital contributions upon call by the General Partner.

9. The Limited Partners shall not be entitled to the return of its capital contributions except by virtue of distributions pursuant to the Partnership Agreement or upon dissolution of the Partnership.

10. The share of the profits or other compensation by way of income which the Limited Partners shall receive by reason of its capital contribution is a total of ninety-nine percent (99%).

11. The Limited Partners have the right to substitute an assignee of its Partnership interest as a contributor in its place only with the written consent of the General Partner and the other Limited Partners and upon the following terms and conditions: executing an instrument of assignment and filing same with the General Partner, obtaining the consent of all of the Limited Partners, executing any additional instruments the General Partner deems necessary, and paying to the General Partner all costs involved in making this amendment.

12. The General Partner has the right, with the consent of all of the Limited Partners, to admit additional Limited Partners.

13. Upon adjudication of bankruptcy or filing of a petition under the Federal Bankruptcy Act, withdrawal or removal of the General Partner, or the death or adjudication of incompetency of the General Partner, the Partnership will be dissolved unless within sixty (60) days after such event

the Limited Partners elect to continue the business of the Partnership and select a substitute General Partner who agrees in writing to accept such selection.

14. No right is given to the Limited Partners to demand and receive property other than cash in return for their contributions. However, upon dissolution there may be distributed pursuant to the terms of the Partnership Agreement partnership property distributed in kind.

IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of AUGUST, 1998, effective upon filing with the Florida Secretary of State.

PACIFIC HEARTLAND, LTD.,
a Florida limited partnership

By: **PTG MANAGEMENT COMPANY,**
a Florida corporation, its General Partner

By: *Nathan J. Esformes*
Nathan J. Esformes, as its President

CALIFORNIA
~~STATE OF FLORIDA~~
COUNTY OF SAN JOAQUIN

The foregoing instrument was acknowledged before me this 20th day of AUGUST, 1998, by Nathan J. Esformes as President of PTG Management Company, a Florida corporation, the General Partner of Pacific Heartland, Ltd., a Florida limited partnership, on behalf of said corporation and partnership.

☒ Personally known to me.

☐ Produced identification:

Type: _____

Sandra L. Turner
Notary Public, State of Florida
Sandra L. Turner
Comm #1092619
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
Comm Exp. March 28 2000

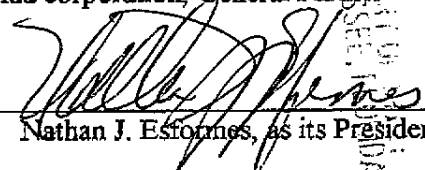
**LIMITED PARTNERSHIP REGISTERED AGENT DESIGNATION
OF PACIFIC HEARTLAND, LTD.**

In compliance with Section 620.105, Florida Statutes, the following is submitted:

First, that Pacific Heartland, Ltd., with its place of business at 503 10th Street West, Palmetto, Florida 34221, has named Mac Carraway of 503 10th Street West, Palmetto, Florida 34221, as its agent to accept service of process within the State of Florida.

PACIFIC HEARTLAND, LTD.,
a Florida limited partnership

By: **PTG MANAGEMENT COMPANY,**
a Florida corporation, General Partner

By: 
Nathan J. Esformes, as its President

Date: _____

Having been named to accept Service of Process for the above stated Limited Partnership, at the place designated in this certificate, I hereby agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 620.192, Florida Statutes.

Registered Agent

Date: _____

**LIMITED PARTNERSHIP REGISTERED AGENT DESIGNATION
OF PACIFIC HEARTLAND, LTD.**

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First, that Pacific Heartland, Ltd., with its place of business at 503 10th Street West, Palmetto, Florida 34221, has named Mac Carraway of 503 10th Street West, Palmetto, Florida 34221, as its agent to accept service of process within the State of Florida.


PACIFIC HEARTLAND, LTD.,
a Florida limited partnership

By: **PTG MANAGEMENT COMPANY,**
a Florida corporation, General Partner

By: _____
Nathan J. Esformes, as its President

Date: _____

Having been named to accept Service of Process for the above stated Limited Partnership, at the place designated in this certificate, I hereby agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 620.192, Florida Statutes.



Registered Agent

Date: AUGUST 20, 1998

**AFFIDAVIT FOR CERTIFICATE OF
LIMITED PARTNERSHIP OF PACIFIC HEARTLAND, LTD.**

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

Pursuant to Chapter 620.108 Florida Statutes, before me, the undersigned authority, this day personally appeared Nathan J. Esformes as President of PTG Management Company, a Florida corporation, the General Partner of Pacific Heartland, Ltd. ("Affiant"), who being first duly sworn, deposes and says:

1. That the total amount contributed by the Limited Partners to Pacific Heartland, Ltd. is \$990.00.
2. That the anticipated total capital contribution by the Limited Partners to Pacific Heartland, Ltd. is \$990.00

FURTHER AFFIANT SAYETH NAUGHT.



NATHAN J. ESFORMES

SWORN TO AND SUBSCRIBED before me
on this 20th day of AUGUST, 1998
by Nathan J. Esformes.

☒ Personally known to me.

☐ Produced identification:

Type: _____


Notary Public

(SEAL)

