CERTIFICATE OF LIMITED PARTNERSHIP

 OF

 a Virginia Limited Partnership

The undersigned, being first duly sworn, state as follows:

1. The name of the partnership is .

2. The purpose of the partnership is to

3. The location of the principal place of business and specified office of the partnership is .

4. The partnership's registered office is . The partnership's registered agent is , who is a member of the Virginia State Bar and a resident of the Commonwealth of Virginia, and whose business office is the same as that of the registered office.

5. The name and business address of the general partner is as follows:

6. The name and business address of each limited partner is as follows:

7. The amount of cash and a description and statement of the agreed value of the property contributed by each partner is as follows:

 GENERAL PARTNER

NAME CASH

 LIMITED PARTNER

NAME CASH

No property or services contributed for value. The partners have not agreed to make any future contributions.

8. The partners have not agreed to make any additional contributions.

9. There is no right given to the limited partners to assign any part of their partnership interest without the written consent of the General Partner.

 10. A partner may terminate his membership in the limited partnership after having given ninety (90) days written notifi­cation to the other partner that he desires to dissolve the partnership. Upon such termination of membership, the partner­ship assets shall be distributed in accordance with positive capital account balances as set forth in the Limited Partnership Agreement.

 11. The "Net Cash Flow" for each fiscal year shall be distributed to the partners no less often than quarterly on a percent basis.

 12. The partnership shall be dissolved upon the happening of any of the following events:

- the bankruptcy, resignation or withdrawal from the Partnership by the General Partner;

- ninety (90) days after written notification by either partner to the other partner that he desires to dissolve the partnership;

- the execution by the General Partner and the Limited Partner of an instrument dissolving the partnership;

- the sale, transfer, or other disposition (whether in a single transaction or a series of transactions) of (i) the record and/or beneficial ownership of percent ( %) or more of the issued and outstanding voting stock of the Limited Partner; or (ii) the right to vote, whether directly or indi­rectly, percent ( %) or more of the issued and outstand­ing stock of the Limited Partner;

- the involuntary bankruptcy of the Limited Partner;

- , 20\_\_ .

 13. Since there is only one general partner, there is no remaining general partner who would have the right to continue the business in the event of withdrawal of a general partner.

GENERAL PARTNER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

 (date)

LIMITED PARTNER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SEAL)

 (date)

Commonwealth of Virginia:

County/City of \_\_\_\_\_\_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this

\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commonwealth of Virginia:

County/City of \_\_\_\_\_\_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this

\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_