

# Exhibit 1

**LIMITED PARTNERSHIP AGREEMENT  
OF THE  
M.J.G. LIME WIRE  
FAMILY LIMITED PARTNERSHIP  
A Nevada Limited Partnership**

This Limited Partnership Agreement, made the 30 day of June, 2005, by the following, hereinafter referred to as "General Partner":

Mark Gorton

and by the following, hereinafter referred to as "Limited Partners":

Mark Gorton

Jody Gorton

Mira Eve Gorton

Zachary Kaleb Gorton

The said Partners do hereby covenant and agree to the formation of this Limited Partnership and do hereby covenant and agree to be bound by these Articles as follows, to wit:

**ARTICLE I  
FORMATION OF LIMITED PARTNERSHIP,  
NAME, AND PRINCIPAL PLACE OF BUSINESS**

**Section 1.1. Formation.** The Partners hereby form a Limited Partnership pursuant to the provisions of the Nevada Limited Partnership Act. The Partners shall execute and cause to be filed a Certificate of Limited Partnership, as required by Nevada law.

**Section 1.2. Name.** The Partnership shall operate under the name of the M.J.G. Lime Wire Family Limited Partnership.

**Section 1.3. Principal Place of Business.** The principal place of business shall be at: 377 Broadway, 11<sup>th</sup> Floor, New York, New York 10013, with such other places of business as may be agreed upon by the partners from time to time.

**ARTICLE II  
TERM OF THE PARTNERSHIP**

The Partnership shall commence on the date hereof and shall continue for twenty five (25) years, unless sooner terminated by law or as hereinafter provided.

**ARTICLE III  
ACCOUNTING FOR THE PARTNERSHIP**

**Section 3.1. Method of Accounting.** The Partnership shall keep its accounting records and shall report for income tax purposes on the cash basis. The records shall be maintained in accordance with generally accepted accounting principles.

**Section 3.2. Annual Statements.** Financial statements shall be prepared not less than annually by an independent public accountant and copies of the statement shall be delivered to each Partner. Copies of all income tax returns filed by the Partnership also shall be furnished to all Partners.

M.J.G. Lime Wire Family Limited Partnership Agreement

**Section 3.3. Annual Meeting to Review Financial Statements.** Not less than once a year, and as soon as possible after completion of the financial statements, a meeting shall be held of all General and Limited Partners. The independent public accountant shall review and discuss the financial statements at that meeting and report to the Limited Partners the financial condition of the M.J.G. Lime Wire Family Limited Partnership. All annual meetings shall be held at the principal place of business referred to in Article I, Section 1.3 on the first Friday in January of each year unless otherwise provided pursuant to actual or constructive notice to each General and Limited Partner.

**Section 3.4. Interim Financial Statements.** On written request, any Limited Partner shall be entitled to copies of any interim financial statements prepared for the General Partners.

**ARTICLE IV  
CAPITAL CONTRIBUTIONS**

**Section 4.1. Initial Capital Contributions.** The initial capital contributions shall be as follows:

<i>General Partner:</i>	<i>Contribution:</i>
Mark Gorton .....	1%
 <i>Limited Partners:</i>	 <i>Contribution:</i>
Mark Gorton .....	47%
Jody Gorton .....	48%
Mira Eve Gorton .....	2%
Zachary Kaleb Gorton .....	2%

Percentage interests express the share of property shown on the attached Schedule "A", contributed by and for the Partners.

**Section 4.2. Respective Interests of Partners in the Initial Capital Contribution.** The interests of the Partners in the capital originally contributed are the same as listed above.

**Section 4.3. Additional Capital Contributions.** There shall be no additional capital contributions to the capital of the Partnership unless otherwise agreed to in writing by all of the Partners. A Limited Partner or a General Partner may assign his interest to others but only as hereinafter provided.

**Section 4.4. Return of Capital Contributions.** No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership and as specifically provided for in this Agreement.

**ARTICLE V  
CAPITAL ACCOUNTS AND DRAWING ACCOUNTS**

**Section 5.1. Capital Accounts.** An individual capital account shall be maintained for each General and Limited Partner. The capital interest of each General and Limited Partner shall consist of his original contribution increased by (a) his additional contributions to capital and (b) his share of Partnership profits transferred to capital, and decreased by (a) distributions to him in reduction of his Partnership capital and (b) his share of Partnership losses if transferred from his drawing account.

**Section 5.2. Drawing Accounts.** An individual drawing account shall be maintained for each General and Limited Partner. All withdrawals other than salaries made by a General or Limited Partner shall be charged to his drawing account. Each Partner's share of profits and losses shall be credited or charged to his drawing account.

## M.J.G. Lime Wire Family Limited Partnership Agreement

A credit balance of a Partner's drawing account shall constitute a Partnership liability to that Partner; it shall not constitute a part of his capital account or his interest in the capital of the Partnership. If, after the net profit or the net loss of the Partnership for the fiscal year has been determined, a Partner's drawing account shows a deficit (a debit balance), whether occasioned by drawings in excess of his share of Partnership profits or by charging him for his share of a Partnership loss, the deficit shall constitute an obligation of that Partner to the Partnership to the extent of the Partner's capital account, but in no event shall any Limited Partner be liable for any amount beyond the balance in his capital account.

Payment of any amount owing to the Partnership shall be made in a manner and time determined by the General Partners. Such obligations shall not be made payable on demand nor shall interest be charged thereon above the prime interest rate plus three (3) percentage points. The Limited Partners may determine by vote of a majority in interest to transfer any portion of their respective profit or loss to their capital accounts at any time, provided the transfers do not change the Partners respective Partnership interests except by written consent of all Partners.

### ARTICLE VI PROFITS OR LOSSES

**Section 6.1. Interests in Profits or Losses.** The net profits or net losses of the Partnership shall be credited or charged to the Partners in proportion to their Partnership interests (generally construed as The Capital Account).

**Section 6.2. Limitation On Liability for Losses Chargeable to Limited Partners.** No Limited Partner shall personally be liable for any of the losses of the Partnership beyond his capital interest in the Partnership.

**Section 6.3. Distribution of Profits.** The earnings of the Partnership shall be distributed at least annually except that earnings may be retained by the Partnership and transferred to Partnership capital for the reasonable needs of the business as determined in the sole discretion of the General Partners.

### ARTICLE VII ADMINISTRATIVE PROVISIONS

**Section 7.1. Management.** The business of the Partnership shall be under the exclusive control of the General Partners who shall act by a majority vote in all business affairs. For these purposes each General Partner shall have one (1) vote. The Limited Partners shall not participate in the management of the business of the Partnership.

**Section 7.2. Time Devoted by General Partners.** The General Partners are required to devote to the business of the Partnership such time as is reasonable and prudent.

**Section 7.3. Banking.** All funds in the Partnership shall be deposited in the name of the Partnership in such checking account or accounts as shall be designated by the General Partners. All withdrawals therefrom shall be made upon checks signed by at least one (1) of the General Partners. A General Partner shall have all the rights and powers, and be subject to all the restrictions and liabilities, of a Partner in a Partnership without Limited Partners, except that without the written consent or ratification of the specific act by all the Limited Partners, a General Partner or all of the General Partners have no authority that is specifically denied them according to the Nevada Limited Partnership Act.

**Section 7.4. Validity.** If any portions of this Agreement shall be held invalid or inoperative, then, insofar as it is reasonable and possible,

M.J.G. Lime Wire Family Limited Partnership Agreement

- a. the remainder of this Agreement shall be considered valid and operative, and
- b. effect shall be given to the intent manifested by the portion held invalid or inoperative.

**Section 7.5. Indemnification.** The Partnership shall promptly indemnify each Partner for payments reasonably made and personal liabilities reasonably incurred by him in the ordinary conduct of Partnership business, or for the preservation of its business or property.

**Section 7.6. Powers of General Partners.** The General Partners shall conduct the business of the Limited Partnership with full and complete power to do any and all things, including acting through a Managing General Partner or through any duly authorized manager or other agent, except as otherwise provided herein; and the General Partners shall use their reasonable efforts to provide that each Limited Partner has the full enjoyment of its Partnership interest. Such General Partners shall have and are hereby granted the usual, proper and necessary authority and powers to manage, control, operate, conduct and carry on the business of the Partnership; keep the books and records thereof; employ, discharge and pay and compensate necessary employees, clerks, and helpers; and have the authority to draw checks and drafts on the Partnership bank accounts. The General Partners shall be under no obligation to spend any of the capital of the Limited Partnership, but they may use such portions thereof as they deem essential for the best interests of the Partnership. The General Partners may by agreement, grant, assign, transfer, lease or let any of the property of the Limited Partners, whether real or personal, in furtherance of the business of the Partnership and, in connection therewith, to execute in the Partnership's name, any and all deeds, documents, bills of sale, and other papers pertaining to the business of the Partnership. In order to conduct and carry on the general purposes for which this Limited Partnership is organized, the General Partners may borrow money from time to time for and on behalf of this Limited Partnership from any bank, trust company, savings and loan association, life insurance company, or other individuals or lending agencies; may renew and extend such loans from time to time; may make, execute and deliver promissory notes, endorsements and other obligations of this Partnership as evidence of any such loans; and may secure the payments of such loans and the interest thereon by the pledge, conveyance, mortgage, or assignment in trust of the whole or any part of the property of this Partnership owned at the time or acquired thereafter.

**ARTICLE VIII  
SALARY TO GENERAL PARTNERS**

**Section 8.1. Original Salary.** Annually, the General Partners shall each receive a reasonable salary for services rendered, which shall be in addition to their respective share of Partnership profits. It is the intention of the parties that each General Partner shall receive reasonable compensation for services rendered by him to the Partnership. His compensation shall be reviewed periodically and adjusted.

**ARTICLE IX  
DURATION OF BUSINESS; DISSOLUTION; ARBITRATION**

**Section 9.1. Duration.** The Limited Partnership shall continue (a) until all of the interests in the property acquired by it have been sold or disposed of, or have been abandoned; or (b) until dissolved and terminated as provided for hereinbelow.

**Section 9.2. Termination.** The Limited Partnership shall not be terminated by the death, insanity, bankruptcy, withdrawal or expulsion of any Limited Partner; by the assignment by any Limited Partner of his interest; or by the admission of a new Limited Partner; or admission of an additional General Partner.

## M.J.G. Lime Wire Family Limited Partnership Agreement

**Section 9.3. Expulsion of Limited Partners.** The General Partners may terminate the interest of a Limited Partner and expel him: (a) for interfering in the management of the Limited Partnership affairs or otherwise engaging in conduct which could result in the Limited Partnership losing its tax status as a partnership; (b) if the conduct of a Limited Partner tends to bring the Limited Partnership into disrepute or his interest becomes subject to attachment, garnishment, or similar legal proceedings or (c) for failing to meet any commitment to the General Partners in accordance with any written undertaking. In each of the foregoing events, the termination shall not result in a forfeiture to the Limited Partner of the value of his interest(s) in the Partnership at the time of termination.

**Section 9.4. Replacement of General Partners.** Upon the written consent and affirmative vote of Limited Partners owning ninety-nine and one-half percent (99.5%) of the then outstanding Partnership interests, a General Partner may be removed if, simultaneously with such removal, a successor General Partner is elected by the Limited Partners owning ninety-nine and one-half percent (99.5%) of the then outstanding Partnership interest.

**Section 9.5. Dissolution.** The Limited Partnership shall be dissolved only upon the occurrence of any of the following events:

a. The written consent or affirmative vote to dissolve the Limited Partnership of Limited Partners owning more than ninety-nine percent (99%) of the then outstanding Partnership interests.

b. The failure to elect a successor to a General Partner simultaneously with the removal of a General Partner in accordance with Article IX, Section 9.4.

c. The bankruptcy or death or retirement of the surviving General Partner; provided, that in any such event, the Limited Partners owning more than fifty percent (50%) of the then outstanding Partnership interests may determine within one hundred eighty (180) days thereof to elect a new General Partner or General Partners and continue the Partnership's business; in such event, the Limited Partnership shall not be terminated. For purposes of obtaining the required vote to continue the Partnership, Limited Partners owning ten percent (10%) or more of the then outstanding Partnership interests may cause to be sent to Limited Partners of record, as of a date no more than twenty (20) days prior to the date fixed by such Limited Partners for holding a Partnership meeting, a notice setting forth the purpose of the meeting. Expenses incurred in the continuance, or attempted continuance, of the Partnership shall be deemed expenses of the Limited Partnership.

d. The disposition or sale of all interests in real estate and other Partnership assets.

e. The expiration of the time period set forth in Article II.

f. Voluntary dissolution of the Partnership by agreement of the partners.

g. The entry of a dissolution decree or judicial order by a court of competent jurisdiction or by operation of law.

**Section 9.6. Actions upon Dissolution.** In the event of dissolution and final termination, the General Partners shall wind up the affairs of the Limited Partnership, shall sell all the Limited Partnership assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof, and after paying all liabilities, and including all costs of dissolution, and subject to the right of the General Partners to set up cash reserves, to meet short-term Partnership liabilities, other liabilities or obligations of the Limited Partnership, shall distribute the remainder ratable to the Partners pursuant to the relevant provisions of this Agreement.

## ARTICLE X TRANSFER OF INTEREST OF A LIMITED PARTNER

**Section 10.1. Sale.** A Limited Partner may sell his Partnership interest, but only after he has first offered it to the Partnership as follows:

M.J.G. Lime Wire Family Limited Partnership Agreement

a. The Limited Partner shall give written notice to the Partnership that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The Limited Partner shall certify that the offer is genuine and in all respects what it purports to be.

b. For one hundred twenty (120) days from receipt of the written notice from the Limited Partner, the Partnership shall have the option to retire the interest of the Limited Partner at the price and on the terms contained in the offer submitted by the Limited Partner.

c. If the Partnership does not exercise the option to acquire his interest, the Limited Partner shall be free to sell his Partnership interest to the said prospective purchaser for the price, and on the terms contained in the certified offer submitted by the Limited Partner.

**Section 10.2. Assignment.** A Limited Partner may assign his Partnership interest to other Limited Partners without the consent of any other Limited Partner.

**Section 10.3. Substituted Limited Partner.** No assignee or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

a. The General Partners, in their sole and absolute discretion, have consented in writing to the admission of the assignee as a substituted Limited Partner;

b. The fully executed and acknowledged written instrument of assignment which has been filed with the Limited Partnership sets forth the intention of the assignor that the assignee become a substitute Limited Partner;

c. The Limited Partnership interest being acquired by the assignee consists of one hundred percent (100%) of the assigning Limited Partner's interest.

d. The assignor and assignee execute and acknowledge such other instruments as the General Partners may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement and its execution, acknowledgment and delivery to the General Partners of a Power of Attorney, the form and content of which shall be provided by the General Partners; and

e. A transfer fee of twenty thousand dollars (\$20,000.00) has been paid by the assignee to the Limited Partnership.

The General Partners may elect to treat an assignee who has not become a substituted Limited Partner as a substituted Limited Partner in the place of his assignor should it deem, in their sole discretion, that such treatment is in the best interest of the Limited Partnership, for any of its purposes or for any of the purposes of this Agreement.

No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except that a Limited Partner who assigns his interest must evidence his intention that his assignee be admitted as a substituted Limited Partner in his place and execute any instruments required in connection therewith.

The General Partners will be required to amend the Agreement of Limited Partnership only quarterly to reflect the substitution of Limited Partners. Until the Agreement of Limited Partnership is so amended, an assignee shall not become a substituted Limited Partner.

## M.J.G. Lime Wire Family Limited Partnership Agreement

Upon the death or legal incompetency of an individual Limited Partner, his personal representative shall have all of the rights of a Limited Partner for the purpose of settling or managing his estate, and such power as the decedent or incompetent possesses to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity, of a Limited Partner not an individual, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Anything in this Agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of interests in this Limited Partnership shall transfer, assign or encumber all or any portion of his interests in the Limited Partnership during any fiscal year if such transfer, assignment or encumbrance would (in the sole and unreviewable opinion of the General Partners) result in the termination of the Partnership for purposes of the then-applicable provisions of the Internal Revenue Code of 1986, as amended.

In the event a vote of the Limited Partners shall be taken pursuant to this Agreement for any reason, a Limited Partner shall, solely for the purpose of determining the number of Partnership interests held by him in weighting his vote, be deemed the holder of any Partnership interests assigned by him in respect of which the assignee has not become a substituted Limited Partner.

Anything in this Agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of interests in the Partnership shall transfer, assign, or encumber all or any portion of his interests in the Limited Partnership unless obtaining the prior written consent of the Director of the Securities Commission, if required under the Commission's rules and the opinion of counsel for the Partnership so that the transfer will not violate any federal or applicable state securities laws.

### ARTICLE XI VOLUNTARY DISSOLUTION

**Section 11.1. Winding Up the Partnership.** On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows:

- a. Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.
- b. Payment to Partners for unpaid salaries and for the credit balances in their drawing accounts.
- c. Payment to the partners of credit balances in their capital accounts.

**Section 11.2. Gains or Losses in the Process of Liquidation.** Any gain or loss on disposition of Partnership properties in liquidation shall be credited or charged to the Partners in the proportions of their interest in profits or losses as specified in Article VI, Section 6.1. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in the proportions of their interests in profits and losses as specified in Article VI, Section 6.1.



M.J.G. Lime Wire Family Limited Partnership Agreement

**ARTICLE XII  
AMENDMENTS**

Except with respect to vested rights of the Partners, this Partnership Agreement may be amended at any time by a majority vote as measured by the interest in the sharing of profits and losses, provided such amendment is approved by a General Partner. A copy of any amendment shall be promptly mailed or delivered to each Partner at his or her last known address.

**ARTICLE XIII  
POWER OF ATTORNEY**

Each Limited Partner makes, constitutes and appoints the General Partners, with full power of substitution, his true and lawful attorneys for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, file and record this Agreement as now hereafter amended including, without limitation, agreements or other instruments or documents: (i) to reflect the exercise by the General Partners of any of the powers granted to them under this Agreement; (ii) to reflect any amendments duly made to the Agreement; (iii) to reflect the admission to the Partnership of a substituted Limited Partner or the withdrawal of any Partner, in the manner prescribed in this Agreement; and (iv) which may be required of the Partnership or of any Partner by the laws of our State or any other jurisdiction or governmental agency. Each Limited Partner authorizes such attorneys-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable to be done in and about the foregoing (including the power to consent to items (i), (ii), (iii) and (iv) above as fully as such Limited Partner might or could do if personally present) and hereby ratifies and confirms all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof.

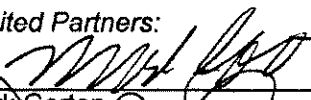
**ARTICLE XIV  
GENDER & HEADINGS**

In any provision of this Agreement, the masculine includes the feminine and vice versa, and the neuter includes the masculine or feminine and vice versa. Where applicable, the singular includes the plural and vice versa. Headings are for convenience purposes only and shall not be construed to have any effect upon the terms of the Agreement or to represent the intent of any party.

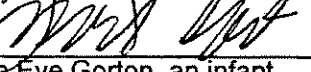
General Partner:


X  (Seal)  
Mark Gorton

Limited Partners:

X  (Seal)  
Mark Gorton

X  (Seal)  
Jody Gorton

X  (Seal)  
Mira-Eve Gorton, an infant,  
by Mark Gorton, her father.

X  (Seal)  
Zachary Kaleb Gorton, an infant,  
by Mark Gorton, his father.

M.J.G. Lime Wire Family Limited Partnership Agreement

State of New York )  
County of New York ) SS.

BEFORE ME personally appeared Mark Gorton, signer of the within instrument, who duly acknowledged to me that he executed the same as his free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

WITNESS my hand and official seal this 30 day of June, 2005.

MARK BORTEN  
Notary Public, State Of New York  
No. 304646865  
Qualified In Nassau County  
Commission Expires August 31, 20 05

X Mark Borten (Seal)  
Notary Public

My Commission Expires: 8/31/2005

State of New York )  
County of New York ) SS.

BEFORE ME personally appeared Jody Gorton, signer of the within instrument, who duly acknowledged to me that she executed the same as her free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

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County of New York ) SS.

BEFORE ME personally appeared Mira Eve Gorton, an infant, by Mark Gorton, her father, signer of the within instrument, who duly acknowledged to me that she executed the same as her free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

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M.J.G. Lime Wire Family Limited Partnership Agreement

State of New York            )  
  ) SS.  
County of New York         )

BEFORE ME personally appeared Zachary Kaleb Gorton, an infant, by Mark Gorton, his father, signer of the within instrument, who duly acknowledged to me that he executed the same as his free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

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**SCHEDULE "A"**  
**OF THE**  
**M.J.G. LIME WIRE**  
**FAMILY LIMITED PARTNERSHIP**

30<sup>th</sup> Attached to the M.J.G. Lime Wire Family Limited Partnership, recorded the day of June, 2005, the following, subject to the encumbrances owed thereon, to-wit:

**A. Bank Accounts.**


1. \_\_\_\_\_  
Account Type.....Checking  
Account Number.....\_\_\_\_\_

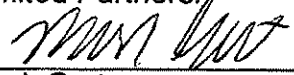
**B. Membership Interests.**


1. Eighty seven and one-tenth percent (87.1%) of the membership interests in Lime Wire LLC, a Delaware Limited Liability Company.

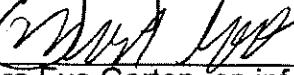
**C. Notes Receivable.**

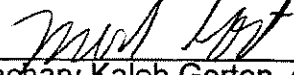
1. Note contribution from Mira Eve Gorton.
2. Note contribution from Zachary Kaleb Gorton.

General Partner:  
X  (Seal)  
Mark Gorton

Limited Partners:  
X  (Seal)  
Mark Gorton

X  (Seal)  
Jody Gorton

X  (Seal)  
Mira Eve Gorton, an infant, by  
Mark Gorton, her father.

X  (Seal)  
Zachary Kaleb Gorton, an infant, by  
Mark Gorton, his father.

M.J.G. Lime Wire Family Limited Partnership Schedule "A"

State of New York )  
County of New York ) SS.

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Commission Expires August 31, 20 05

X Mark Borten (Seal)  
Notary Public

My Commission Expires: 8/31/2005

State of New York )  
County of New York ) SS.

BEFORE ME personally appeared Mira Eve Gorton, an infant, by Mark Gorton, her father, signer of the within instrument, who duly acknowledged to me that she executed the same as her free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

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No. 304646865  
Qualified In Nassau County  
Commission Expires August 31, 20 05

X Mark Borten (Seal)  
Notary Public

My Commission Expires: 8/31/2005

M.J.G. Lime Wire Family Limited Partnership Schedule "A"

State of New York        )  
                                  ) SS.  
County of New York      )

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X Mark Borten (Seal)  
Notary Public

My Commission Expires: 8/31/2005

**BILL OF SALE  
AND/OR  
ASSIGNMENT**

Lime Group LLC (hereinafter referred to as the "Grantor"), by Mark Gorton, Member, of 139 West 87th Street, New York, New York 10024, as consideration for an interest in the M.J.G. Lime Wire Family Limited Partnership, a Nevada limited partnership, of equal value received by Mark Gorton, receipt of which is hereby acknowledged, hereby transfers, sells, conveys and assigns all Grantor's right, title and interest in the following limited liability company:

Eighty seven and one-tenth percent (87.1%) of the membership interests in Lime Wire LLC, a Delaware Limited Liability Company.

The above-described membership shares are hereby conveyed to the M.J.G. Lime Wire Family Limited Partnership, a Nevada limited partnership created the 30<sup>th</sup> day of June, 2005, with the Grantor retaining the obligation to pay all obligations personally thereon if any presently exist.

X  (Seal)  
Mark Gorton

State of New York            )  
  ) SS.  
County of New York        )

BEFORE ME personally appeared Mark Gorton, Member of Lime Group LLC, signer of the within instrument, who duly acknowledged to me that he executed the same as his free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

WITNESS my hand and official seal this 30 day of June, 2005.

MARK BORTEN  
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Qualified In Nassau County  
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X  (Seal)  
Notary Public


My Commission Expires: 8/31/2005

**NOTE**

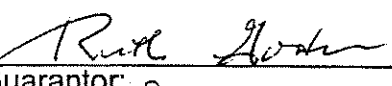
Mira Eve Gorton, of 139 West 87th St, New York, New York 10024 (hereinafter referred to as the "Maker"), as consideration for an interest in the M.J.G. Lime Wire Family Limited Partnership, of equal value, receipt of which is hereby acknowledged, hereby promises to pay to the order of said family limited partnership the sum of [REDACTED], in or within five (5) years from the date hereof with interest payable annually at the rate of four and one hundredths percent (4.01%) per annum (unless deferred). This Note may be prepaid at any time without penalty.

In the event that this Note is assigned voluntarily, or involuntarily to any party other than the party named above, this Note shall become null and void.

WITNESS the hand of said Maker this 30 day of June, 2005.

x  (Seal)  
Mira Eve Gorton, an infant,  
by Mark Gorton, her father.

Guaranteed by:

x  (Seal)  
Guarantor: Ruth Gorton




## NOTE

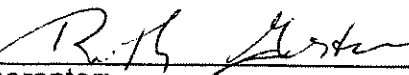
Zachary Kaleb Gorton, of 139 West 87th St, New York, New York 10024 (hereinafter referred to as the "Maker"), as consideration for an interest in the M.J.G. Lime Wire Family Limited Partnership, of equal value, receipt of which is hereby acknowledged, hereby promises to pay to the order of said family limited partnership the sum of [REDACTED], in or within five (5) years from the date hereof with interest payable annually at the rate of four and one hundredths percent (4.01%) per annum (unless deferred). This Note may be prepaid at any time without penalty.

In the event that this Note is assigned voluntarily, or involuntarily to any party other than the party named above, this Note shall become null and void.

WITNESS the hand of said Maker this 30 day of June, 2005.

X  (Seal)  
Zachary Kaleb Gorton, an infant,  
by Mark Gorton, his father.

Guaranteed by:

X  (Seal)  
Guarantor: Ruth Gorton

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF THE  
M.J.G. LIME WIRE  
FAMILY LIMITED PARTNERSHIP  
A Nevada Limited Partnership**

The parties hereto do hereby certify that an Agreement was made the 30<sup>th</sup> day of June, 2005, at 377 Broadway, New York, New York 10013, by the following, hereinafter referred to as "General Partner":

Mark Gorton

and by the following, hereinafter referred to as "Limited Partners":

Mark Gorton

Jody Gorton

Mira Eve Gorton

Zachary Kaleb Gorton

WITNESSETH:

The parties hereto, on the date described above, formed a Limited Partnership pursuant to the provisions of the Nevada State Limited Partnership Act.

**1. Name.** The name of this Limited Partnership is the M.J.G. Lime Wire Family Limited Partnership.

**2. Business.** The Partnership business shall be to hold, develop, buy, sell and lease real and personal property and equipment; to offer and provide management, business and general consulting and supervision services; to buy, sell and invest in securities, commodities, futures, stocks, bonds, certificates of deposit, mutual funds, negotiable instruments, currencies and all other items offered for sale or investment, either publicly or privately; to engage in any lawful business or endeavor.

**3. Principal Place of Business.** The location of the principal place of business of the Partnership is 377 Broadway, 11<sup>th</sup> Floor, New York, New York 10013.

**4. Registered Agent.** The registered agent for service for this Limited Partnership is:

Nevada Corporate Formations, Inc.  
1555 E. Flamingo Road  
Suite 440  
Las Vegas, Nevada 89119

**5. Records.** The records of the Limited Partnership will be kept at the principal place of business at:

377 Broadway, 11<sup>th</sup> Floor, New York, New York 10013

M.J.G. Lime Wire Family Limited Partnership Certificate

6. **The Partners.** The General Partner(s) and Limited Partner(s) of this Limited Partnership are as follows:

<i>General Partner(s):</i>	<i>Place of Residence:</i>
Mark Gorton	139 West 87th St, New York, New York 10024
<i>Limited Partner(s):</i>	
Mark Gorton	139 West 87th St, New York, New York 10024
Jody Gorton	139 West 87th St, New York, New York 10024
Mira Eve Gorton	139 West 87th St, New York, New York 10024
Zachary Kaleb Gorton	139 West 87th St, New York, New York 10024

7. **Term.** The partnership shall begin on the 30<sup>th</sup> day of June, 2005, and shall continue until Twenty-five (25) years later, the 30<sup>th</sup> day of June, 2030, unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

8. **Amount of Cash, Agreed Value and Description of Other Property Contributed.** The Partners in the Limited Partnership have contributed their interest, or have provided for the delivery of their interest, to the Limited Partnership, further described in the Schedule "A" attached to the Partnership Agreement with an agreed total value of \$1,041,666.00 as follows:

<i>Partners:</i>	<i>Percentage Interest:</i>	<i>Contribution:</i>
Mark Gorton .....	48 % .....	\$ [REDACTED]
Jody Gorton .....	48 % .....	\$ [REDACTED]
Mira Eve Gorton .....	2 % .....	\$ [REDACTED]
Zachary Kaleb Gorton .....	2 % .....	\$ [REDACTED]
Total .....		\$ [REDACTED]

9. **Additional Contributions.** No additional contributions of the Limited Partners have been agreed upon.

10. **Return of Contributions.** No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership.

11. **Profits.** All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.

12. **Assignments.** A Limited Partner shall have the right to sell his interest in the Partnership, but only after such Limited Partner gives to the Partnership a one hundred and twenty (120) day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

13. **Additional Limited Partners.** The General Partner may admit additional Limited Partners.

14. **Priority Among Limited Partners.** There is no priority of one Limited Partner over another as to contributions, distributions or compensation.

15. **Continuation of Business.** If the last surviving or serving General Partner has died, retired and/or become insane, then the Limited Partners holding interest in capital in excess of fifty

M.J.G. Lime Wire Family Limited Partnership Certificate

percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

16. **Property Other Than Cash.** A Limited Partner may not demand property other than cash in return for his contributions, but may agree to accept such property, if tendered by the General Partner.

General Partner:  
X *Mark Gorton* (Seal)  
Mark Gorton

Limited Partners:  
X *Mark Gorton* (Seal)  
Mark Gorton

X *Jody Gorton* (Seal)  
Jody Gorton

X *Mira Eve Gorton* (Seal)  
Mira Eve Gorton, an infant,  
by Mark Gorton, her father.

X *Zachary Kaleb Gorton* (Seal)  
Zachary Kaleb Gorton, an infant,  
by Mark Gorton, his father.

State of New York            }  
County of New York        } SS.

BEFORE ME personally appeared Mark Gorton, signer of the within instrument, who duly acknowledged to me that he executed the same as his free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

WITNESS my hand and official seal this 30 day of June, 2005.

MARK BORTEN  
Notary Public, State Of New York  
No. 304646865  
Qualified In Nassau County  
Commission Expires August 31, 20 05

X *Mark Borten* (Seal)  
Notary Public

My Commission Expires: 8/31/2005

M.J.G. Lime Wire Family Limited Partnership Certificate

State of New York )  
County of New York ) SS.

BEFORE ME personally appeared Jody Gorton, signer of the within instrument, who duly acknowledged to me that she executed the same as her free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

WITNESS my hand and official seal this 30 day of June, 2005.

MARK BORTEN  
Notary Public, State Of New York  
No. 304646865  
Qualified In Nassau County  
Commission Expires August 31, 20 05

X Mark Borten (Seal)  
Notary Public  
My Commission Expires: 8/31/2005

State of New York )  
County of New York ) SS.

BEFORE ME personally appeared Mira Eve Gorton, an infant, by Mark Gorton, her father, signer of the within instrument, who duly acknowledged to me that she executed the same as her free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

WITNESS my hand and official seal this 30 day of June, 2005.

MARK BORTEN  
Notary Public, State Of New York  
No. 304646865  
Qualified In Nassau County  
Commission Expires August 31, 20 05

X Mark Borten (Seal)  
Notary Public  
My Commission Expires: 8/31/2005

State of New York )  
County of New York ) SS.

BEFORE ME personally appeared Zachary Kaleb Gorton, an infant, by Mark Gorton, his father, signer of the within instrument, who duly acknowledged to me that he executed the same as his free act and deed. I am a duly appointed Notary in the jurisdiction aforesaid.

WITNESS my hand and official seal this 30 day of June, 2005.

MARK BORTEN  
Notary Public, State Of New York  
No. 304646865  
Qualified In Nassau County  
Commission Expires August 31, 20 05

X Mark Borten (Seal)  
Notary Public  
My Commission Expires: 8/31/2005

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
P.O. BOX 9003  
HOLTSVILLE NY 11742-9003


Date of this notice: 08-10-2005

Employer Identification Number:  
54-2179212

Form: SS-4

Number of this notice: CP 575 D

For assistance you may call us at:  
1-800-829-4933

  
M J G LIME WIRE FAMILY LIMITED  
GORTON MARK GEN PTR  
18 EAST 48TH ST  
NEW YORK NY 10017

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

002108

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an EIN. We assigned you EIN 54-2179212. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label IRS provided. If that isn't possible you should use your EIN and complete name and address shown above on all federal tax forms, payments and related correspondence. If this information isn't correct, please correct it using the tear off stub from this notice. Return it to us so we can correct your account. If you use any variation of your name or EIN, doing so could cause a delay in processing and may result in incorrect information in your account. Doing so could result in our assigning you more than one EIN.

Based on the information from you or your representative, you must file the following form(s) by the date shown next to it.

Form 1065

04/15/2006

If you have questions about the form(s) or the due date(s) shown, you can call us at 1-800-829-4933 or write to us at the address at the top of the first page of this letter. If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office or from our web site at [www.irs.gov](http://www.irs.gov).

We assigned you a tax classification (S-Corporation, Partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a determination of your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Revenue Procedure 98-01, 1998-1 I.R.B.7 (or superceding revenue procedure for the year at issue.)

(IRS USE ONLY)

575D

08-10-2005 MJGL

0134364529 SS-4



002108

Keep this part for your records.

CP 575 D (Rev. 1-2005)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 D

0134364529

Your Telephone Number ( )

Best Time to Call

DATE OF THIS NOTICE: 08-10-2005

EMPLOYER IDENTIFICATION NUMBER: 54-2179212

FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
P.O. BOX 9003  
HOLTSVILLE NY 11742-9003  
1111111111111111111111111111111111

M J G LIME WIRE FAMILY LIMITED  
PARTNERSHIP  
GORTON MARK GEN PTR  
18 EAST 48TH ST  
NEW YORK NY 10017

LWF 000135  
Confidential  
Agents' Eyes Only

Form **SS-4**  
(Rev. December 2001)  
Department of the Treasury  
Internal Revenue Service

### Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)  
▶ See separate instructions for each line. ▶ Keep a copy for your records.

EIN **54-2179212**  
OMB No. 1545-0043

Type or print clearly.

1 Legal name of entity for individual for whom the EIN is being requested  
**M.J.G. Lime Wire Family Limited Partnership** **54-2179212**

2 Trade name of business (if different from name on line 1)

3 Executor, trustee, "care of" name

4a Mailing address (room, apt., suite no. and street, or P.O. box)  
**18 East 48th Street**

4b City, state, and ZIP code  
**New York, New York 10017**

5a Street address (if different) (Do not enter a P.O. box.)

5b City, state, and ZIP code

6 County and state where principal business is located  
**New York County, New York**

7a Name of principal officer, general partner, grantor, owner, or trustee  
**Mark Gorton, General Partner**

7b SSN, ITIN, or EIN  
**137-44-5633**

8a Type of entity (check only one box)

Sole proprietor (SSN)

Partnership

Corporation (enter form number to be filed) ▶

Personal service corp.

Church or church-controlled organization

Other nonprofit organization (specify) ▶

Other (specify) ▶

Estate (SSN of decedent)

Plan administrator (SSN)

Trust (SSN of grantor)

National Guard  State/local government

Farmers' cooperative  Federal government/military

REMIC  Indian tribal governments/enterprises

Group Exemption Number (GEN) ▶

8b If a corporation, name the state or foreign country where incorporated

State Foreign country

9 Reason for applying (check only one box)

Started new business (specify type) ▶ **Investment**

Hired employees (Check the box and see line 12.)

Compliance with IRS withholding regulations

Other (specify) ▶

Banking purpose (specify purpose) ▶

Changed type of organization (specify new type) ▶

Purchased going business

Created a trust (specify type) ▶

Created a pension plan (specify type) ▶

10 Date business started or acquired (month, day, year)  
**June 30, 2005**

11 Closing month of accounting year  
**December**

12 First date wages or annuities were paid or will be paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (month, day, year) ▶ n/a

13 Highest number of employees expected in the next 12 months. Note: If the applicant does not expect to have any employees during the period, enter "0."

Agricultural	Household	Other
0	0	0

14 Check one box that best describes the principal activity of your business.

Construction  Rental & leasing  Transportation & warehousing  Health care & social assistance  Wholesale-agent/broker

Real estate  Manufacturing  Finance & insurance  Other (specify) **Investment**  Accommodation & food service  Wholesale-other  Retail

15 Indicate principal line of merchandise sold; specific construction work done; products produced; or services provided.  
n/a

16a Has the applicant ever applied for an employer identification number for this or any other business? . . . .  Yes  No  
Note: If "Yes," please complete lines 16b and 16c.

16b If you checked "Yes" on line 16a, give applicant's legal name and trade name shown on prior application if different from line 1 or 2 above.  
Legal name ▶ Trade name ▶

16c Approximate date when, and city and state where, the application was filed. Enter previous employer identification number if known.  
Approximate date when filed (mo., day, year) City and state where filed Previous EIN

Third Party Designee

Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name Designee's telephone number (include area code)

Address and ZIP code Designee's fax number (include area code)

Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Name and title (Type or print clearly) ▶ **Mark Gorton, General Partner**

Signature ▶ *[Signature]* Date ▶ **6/30/05**

Applicant's telephone number (include area code) ( 212 ) 888-6600

Applicant's fax number (include area code) ( 212 ) 888-7443

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 16052N Form **SS-4** (Rev. 12-2001)

*Handwritten:* 8/3/05



SECRETARY OF STATE



**CERTIFICATE OF LIMITED PARTNERSHIP OR  
LIMITED-LIABILITY LIMITED PARTNERSHIP**

I, DEAN HELLER, the duly qualified and elected Nevada Secretary of State, do hereby certify that **THE M.J.G. LIME WIRE FAMILY LIMITED PARTNERSHIP** did on September 1, 2005 file in this office a Certificate of Limited Partnership, that said Certificate of Limited Partnership is now on file and of record in the office of the Nevada Secretary of State, and further, that said Certificate contains all the provisions required by the laws governing Limited Partnerships in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 12, 2005.



Handwritten signature of Dean Heller.

DEAN HELLER  
Secretary of State

By

Handwritten signature of the Certification Clerk.

Certification Clerk

DEAN HELLER  
Secretary of State

206 North Carson Street  
Carson City, Nevada 89701-4298  
(775) 684 5708

Entity #  
E0604322005-7  
Document Number:  
20050381233-97

Date Filed:  
9/1/2005 12:32:57 PM  
In the office of

*Dean Heller*

Dean Heller  
Secretary of State

Certificate of  
Limited Partnership  
(PURSUANT TO NRS 89)

Important. Read attached instructions before completing form.

ABOVE SPACE

1. Name of Limited Partnership: <small>(attach additional pages, as necessary)</small>	The M.J.G. Lime Wire Family Limited Partnership		
2. Street Address of Records Office Nevada: <small>(attach additional pages, as necessary)</small>	1555 East Flamingo Road, Suite 440 Street Address	Las Vegas City	NEVADA 89119 State Zip Code
3. Resident Agent Name and Street Address: <small>(attach additional pages, as necessary)</small>	Nevada Corporate Formations, Inc.		
	Name		
	1555 East Flamingo Road, Suite 440 Physical Street Address	Las Vegas City	NEVADA 89119 State Zip Code
	Additional Mailing Address	City	State Zip Code
4. Dissolution Date:	Latest date upon which the Limited Partnership is to dissolve: March 31, 2030		
5. Name and Business Address Of Each Initial General Partner: <small>(attach additional pages, as necessary)</small>	Mark Gorton Name		
	377 Broadway, 11 <sup>th</sup> Floor Address	New York City	NY 10013 State Zip Code
	Name		
	Address	City	State Zip Code
6. Name and Business Address Of Each Organizer: <small>(attach additional pages, as necessary)</small>	Nevada Corporate Formations, Inc.		
	Name	<i>See Deputy</i> Signature	
	1555 East Flamingo Road, Suite 440 Address	Las Vegas City	Nevada 89119 State Zip Code
	Name		
	Address	City	State Zip Code
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named limited partnership.		
	<i>See Deputy</i> Authorized Signature of R.A. or On Behalf of R.A. Company	Date	7/21/05

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form SF AR 35, 2005  
Revised 01/05/2003

LWF 000138  
Confidential  
Attorneys' Eyes Only

**INITIAL LIST OF GENERAL PARTNERS AND RESIDENT AGENT OF**

**The M.J.G. Lime Wire Family Limited Partnership**

(Name of Limited Partnership OR Limited-Liability Limited Partnership)

FOR THE FILING PERIOD OF

TO:

FILE NUMBER

Entity #  
**E0604322005-7**  
Document Number:  
**20050381235-19**

Date Filed:  
**9/1/2005 12:32:57 PM**  
In the office of

*Dean Heller*

**Dean Heller**  
**Secretary of State**

The corporation's duly appointed resident agent in the State of Nevada upon whom process can be served is:

Nevada Corporate Formations, Inc.  
1555 East Flamingo Road, Suite 440  
Las Vegas, Nevada 89119

CHECK BOX IF YOU REQUIRE A FORM TO UPDATE YOUR RESIDENT AGENT INFORMATION

Important: Read Instructions before completing and returning this form.

THE ABOVE SPACE IS FOR OFFICE USE ONLY

1. Print or type names and addresses, either residence or business, for all general partners. A General Partner must sign the form. FORM WILL BE RETURNED IF UNSIGNED.
2. If there are additional general partners, attach a list of these to this form.
3. Return the completed form with the \$125.00 filing fee. A \$75.00 penalty must be added for failure to file this form by the last day of first month following registration date.
4. Make your check payable to the Secretary of State. Your cancelled check will constitute a certificate to transact business. To receive a certified copy, enclose an additional \$30.00 and appropriate instructions.
5. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, NV 89701-4201, (775) 884-5708.
6. Forms must be in the possession of the Secretary of State on or before the last day of the first month following the initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.

FILING FEE \$125.00 LATE PENALTY \$75.00

NAME Mark Gorton	TITLE(S) GENERAL PARTNER
ADDRESS P.O. Box 72196	CITY ST ZIP Las Vegas NV 89170
NAME	TITLE(S) GENERAL PARTNER
ADDRESS	CITY ST ZIP
NAME	TITLE(S) GENERAL PARTNER
ADDRESS	CITY ST ZIP
NAME	TITLE(S) GENERAL PARTNER
ADDRESS	CITY ST ZIP
NAME	TITLE(S) GENERAL PARTNER
ADDRESS	CITY ST ZIP

I declare, to the best of my knowledge, under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 360.790 and acknowledge that pursuant to NRS 238.330 it is a category C fee. I do not knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

*Mark Gorton*  
X Signature of General Partner

Title: *General Partner*

Date: *6-30-05*

Nevada Secretary of State Form INITIAL LIST-LLLP 2/00  
Revised on: 06/26/03

LW F 000139  
Confidential  
Attorneys' Eyes Only

FILING RECEIPT

=====

ENTITY NAME: THE M.J.G. LIME WIRE FAMILY LIMITED PARTNERSHIP

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LP)

COUNTY: NEWY

SERVICE COMPANY: CORPORATION SERVICE COMPANY

SERVICE CODE: 45

=====

FILED:05/30/2006 DURATION:PERPETUAL CASH#:060530000572 FILM #:060530000524

ADDRESS FOR PROCESS

EXIST DATE

-----  
C/O ELIZABETH LEE  
377 BROADWAY 11TH FLOOR  
NEW YORK, NY 10013

-----  
05/30/2006

REGISTERED AGENT  
-----

=====

FILER	FEEs	260.00	PAYMENTS	260.00
-----	----		-----	
	FILING	200.00	CASH	0.00
	TAX	0.00	CHECK	0.00
ELIZABETH LEE	CERT	0.00	CHARGE	0.00
377 BROADWAY 11TH FLOOR	COPIES	10.00	DRAWDOWN	260.00
	HANDLING	50.00	OPAL	0.00
NEW YORK, NY 10013			REFUND	0.00
			-----	

117613MTS

DOS-1025 (11/89)

LWF 000140

Confidential

Attorneys' Eyes Only

State of New York }  
Department of State } ss:

*I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on*

**May 30, 2006**



A handwritten signature in black ink, appearing to read "D. J. ...", is written over a horizontal line.

*Special Deputy Secretary of State*

DOS-1266 (Rev. 11/05)

LW F 000141  
Confidential  
Attorneys' Eyes Only

New York State  
Department of State  
Division of Corporations, State Records  
And Uniform Commercial Code  
41 State Street  
Albany, NY 12231  
www.dos.state.ny.us

F060530000524

APPLICATION FOR AUTHORITY  
OF

The M.J.G. Lime Wire Family Limited Partnership  
(Insert Name of Foreign Limited Partnership)

Under Section 121-902 of the Revised Limited Partnership Act

**FIRST:** The name of the foreign limited partnership: The M.J.G. Lime Wire Family Limited Partnership

If the name does not contain a required word or abbreviation indicating limited partnership character, the limited partnership agrees to add the word or abbreviation "\_\_\_\_\_" to the end of its name for use in this state.

(Do not add the following unless the limited partnership's true name is not available for use pursuant to 121-102 of the Revised Limited Partnership Act.) If that is the case, adapt the following: The fictitious name under which the partnership proposes to apply for authority and do business in the State of New York is: \_\_\_\_\_

**SECOND:** The jurisdiction of organization is: Nevada  
The date of its organization is: September 1, 2005

**THIRD:** The county, within the State of New York, in which the office of the limited partnership is located is New York County  
(A county in New York State must be stated. Please note that the limited partnership is not required to have an actual physical office in this state.)

**FOURTH:** The Secretary of State of the State of New York is designated as the agent upon whom process against the limited partnership may be served. The post office address within or without the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process is: c/o Elizabeth Lee, 377 Broadway, 11<sup>th</sup> Floor, New York, NY 10013

**FIFTH:**  
The address of the office that the limited partnership is required to maintain under the laws of the jurisdiction of its organization, or if not so required, of its principal office, is: Nevada Corporate Formations, Inc., 1500 E Tropicana Avenue, Suite 100, Las Vegas, NV, 89119

CSC 45  
DRAW DOWN

LW F 000142  
Confidential  
Attorneys' Eyes Only

No office is required to be maintained in the jurisdiction of organization. The address of the principal office of the limited partnership is: \_\_\_\_\_

**SIXTH:** The name and the business or residence address of each general partner of the limited partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mark Gorton	377 Broadway, 11 <sup>th</sup> Floor, New York, NY 10013

**SEVENTH:** The limited partnership is in existence in its jurisdiction of organization.

**EIGHTH:** The name and the address of the authorized officer in the jurisdiction of the limited partnership's organization where a copy of its certificate of limited partnership is filed is: \_\_\_\_\_  
Nevada Secretary of State, 204 North Carson Street, Carson City, NV 89701-4299

  
\_\_\_\_\_  
(Signature of General Partner)

Mark Gorton  
\_\_\_\_\_  
(Type or print name)

Please note: A certificate of existence or, if no such certificate is issued by the jurisdiction of formation, a certified copy of the restated certificate of limited partnership and all subsequent amendments thereto or, if no restated certificate has been filed, a certified copy of the certificate filed as its organizational basis and all amendments hereto, must be attached to the application for authority when submitted for filing. If such certificate or certified copy is in a foreign language, a translation in English thereto under oath of the translator shall be attached.

# SECRETARY OF STATE



## CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **THE M.J.G. LIME WIRE FAMILY LIMITED PARTNERSHIP**, as a limited partnership duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since September 1, 2005, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 19, 2006.



*Dean Heller*

DEAN HELLER  
Secretary of State

By

*[Signature]*  
Certification Clerk



F060530000524

APPLICATION FOR AUTHORITY

OF

The M.J.G. Lime Wire Family Limited Partnership

*(Insert Name of Foreign Limited Partnership)*

Under Section 121-902 of the Revised Limited Partnership Act.

Filed by: Elizabeth Lee  
(Name)  
377 Broadway, 11<sup>th</sup> Floor  
(Mailing address)  
New York, NY 10013  
(City, State and Zip code)

FILED  
MAY 25 2006  
11:22 AM '06

NOTE: This form was prepared by the New York State Department of State for filing an application for authority for a foreign limited partnership to conduct business in New York State. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or purchase forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. This application must be accompanied by a fee of \$200.

(For office use only.)

STATE OF NEW YORK  
DEPARTMENT OF STATE

MAY 30 2006  
TAX \$ 0  
BY: DT

CUSTOMER REF. #  
117613MTS

CSC 45  
DRAW DOWN

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FILING RECEIPT

=====
ENTITY NAME: THE M.J.G. LIME WIRE FAMILY LIMITED PARTNERSHIP
=====

DOCUMENT TYPE: CERTIFICATE OF PUBLICATION (FOR LP) COUNTY: NEWY

SERVICE COMPANY: CORPORATION SERVICE COMPANY SERVICE CODE: 45

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FILED: 09/07/2006 DURATION: \*\*\*\*\* CASH#: 060907000717 FILM #: 060907000679
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ADDRESS FOR PROCESS
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REGISTERED AGENT
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Table with 5 columns: FILER, FEES, PAYMENTS, and sub-items. Includes entries for FILING (50.00), TAX (0.00), CERT (0.00), COPIES (10.00), HANDLING (50.00), CASH (0.00), CHECK (0.00), CHARGE (0.00), DRAWDOWN (110.00), OPAL (0.00), and REFUND (0.00).

State of New York }  
Department of State } ss:

*I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.*

Witness my hand and seal of the Department of State on **September 7, 2006**



A handwritten signature in black ink, appearing to read "D. J. ...", is written over a horizontal line.

*Special Deputy Secretary of State*

DOS-1266 (Rev. 11/05)

CSC 45

New York State  
Department of State  
Division of Corporations, State Records  
and Uniform Commercial Code  
Albany, NY 12231  
www.dos.state.ny.us

# CERTIFICATE OF PUBLICATION OF

THE M.J.G. LIME WIRE FAMILY LIMITED PARTNERSHIP

*(Name of Foreign Limited Partnership)*

Under Section 121-902 of the Partnership Law

The undersigned is the AUTHORIZED PERSON of

*(Title\*)*

THE M.J.G. LIME WIRE FAMILY LIMITED PARTNERSHIP

*(Name of Foreign Limited Partnership)*

If the name of the foreign limited partnership has changed, the name under which it was authorized is: \_\_\_\_\_

If applicable, the fictitious name the foreign limited partnership has agreed to use in this state is: \_\_\_\_\_

The published notices described in the annexed affidavits of publication contain all of the information required by Section 121-902 of the Partnership Law.

The newspapers described in such affidavits of publication satisfy the requirements set forth in the Partnership Law and the designation made by the county clerk.

I certify the foregoing statements to be true under penalties of perjury.

September 7, 2006  
*(Date)*

/s/ ELIZABETH LEE  
*(Signature)*

ELIZABETH LEE  
*(Type or Print Name)*

\* This certificate must be signed by a general partner or an attorney-in-fact.

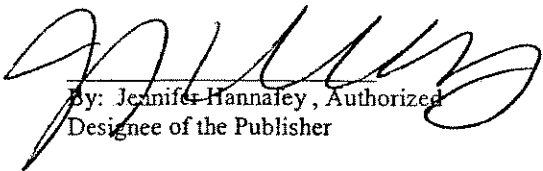
**Affidavit of Publication  
Under Section 121-902 of the  
Partnership Law**

**State of New York  
County of New York, ss.:**

The undersigned is the Publisher of the NEW YORK LAW JOURNAL, a Daily Newspaper published in New York, New York. A notice regarding The M.J.G. Lime Wire Family LP was published in the said NEW YORK LAW JOURNAL in each week for 6 successive weeks, commencing on 06/16/06 and ending on 07/21/06. The Text of the Notice as published in said newspaper is as set forth below. This newspaper has been designated by the Clerk of New York County for this purpose.

NOTICE OF QUALIFICATION of The M.J.G. Lime Wire Family Limited Partnership. Authority filed with Secy. of State of NY (SSNY) on 5/30/2006. Office location: NY County. LP formed in Nevada (NV) on 9/1/2005. SSNY designated as agent of LP upon whom process against it may be served. SSNY shall mail process to: c/o Elizabeth Lee, 377 Broadway, 11th Fl., NY, NY 10013. NV address of LP: Nevada Corporate Formations, Inc., 1500 E Tropicana Avenue, Ste. 100, Las Vegas, NV 89119. Name/address of each genl. ptr. available from SSNY. Cert. of LP filed with NV Secy. of State, 204 North Carson St., Carson City, NV 89701. Purpose: Any lawful activity. 690042 ju16-F jy21

GEORGE DILLEHAY, Publisher

  
By: Jennifer Hannaley, Authorized  
Designee of the Publisher

*Twice 6/16, 23, 30,  
7/7, 14, 21*

Sworn before me this 21st of July, 2006

  
Notary / Cynthia Byrd

Cynthia Byrd  
Notary Public, State of New York  
No. 01BY6056945  
Qualified in Kings County  
Commission Expires April 09, 2007

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Affidavit of Publication

Under Section 121-902 of the Partnership Law

State of New York,

County of New York, ss.:

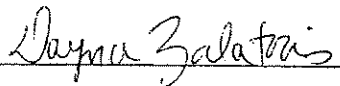
The undersigned is the publisher of THE CHIEF, Civil Service Leader, a weekly newspaper published in New York, New York. A notice regarding The M.J.G Lime Wire Family Limited Partnership was published in said newspaper once in each week for six successive weeks, commencing on June 16, 2006 and ending on July 21, 2006. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of New York County for this purpose.

*Towits 6/16, 23, 30,  
7/7, 14, 21,*



Edward Prial

Subscribed and sworn to before me,  
This 21 day of July 2006



Dayna Zalatoris  
Notary Public, State of New York  
No. 01ZA6126383  
Qualified in Queens County  
Commission Expires May 2, 2009

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*Legal 112*

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**THE M.J.G. LIME  
WIRE FAMILY  
LIMITED  
PARTNERSHIP**

Notice of Qualification of The M.J.G. Lime Wire Family Limited Partnership. Authority filed with Secy. of State of NY (SSNY) on 05/30/2006. Office location: NY County. LP formed in Nevada (NV) on 09/01/2005. SSNY designated as agent of LP upon whom process against it may be served. SSNY shall mail process to: co Elizabeth Lee, 377 Broadway, 11th Fl., NY, NY 10013. NV address of LP: Nevada Corporate Formations, Inc., 1500 E. Tropicana Avenue, Ste. 100, Las Vegas, NV 89119. Name/address of each genl. ptr. available from SSNY. Cert. of LP filed with NV Secy. of State, 204 North Carson St., Carson City, NV 89701. Purpose: Any lawful activity.  
06/16/06-07/21/06

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CSC 45

F060907000679

CERTIFICATE OF PUBLICATION

OF

THE M.J.G. LIME WIRE FAMILY LIMITED PARTNERSHIP

(Name of Foreign Limited Partnership)

Under Section 121-902 of the Partnership Law

Filed by: TOWER RESEARCH CAPITAL LLC  
(Name)

377 BROADWAY 11TH FL  
(Mailing Address)

NEW YORK, NY 10013  
(City, State and Zip Code)

117613 *Gir*

Note: This form was prepared by the New York State Department of State for filing a certificate of publication for a foreign limited partnership. You are not required to use this form. You may draft your own form or use forms available from legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. This certificate of publication, with the affidavits of publication of the newspapers annexed thereto, must be submitted with a \$50 filing fee payable to the Department of State.

For DOS Use Only

FILED

2006 SEP -7 PM 12:21

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1CC  
STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED SEP 07 2006

TAX \$ 0  
BY: LLB

2006 SEP -7 AM 11:13

RECEIVED

Attach this page after the affidavits of publication.

LW F 000152  
Confidential  
Attorneys' Eyes Only

LLB-0

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