

CORPORATION INFORMATION
SERVICES, INC.
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ACCOUNT NO. : 072100000032

REFERENCE : 515199 114261A

AUTHORIZATION :

COST LIMIT : 9

ORDER DATE : December 30, 1994

ORDER TIME : 9:04 AM

ORDER NO. : 515199

CUSTOMER NO: 114261A

CUSTOMER: Michael R. Fabrikant, Esq
MICHAEL R. FABRIKANT, ESQ

Suite 405
2500 E. Hallandale Boulevard
Hallandale, FL 33009

C. TAX _____
FILING _____
R. AGENT FEE _____
COPY _____
TOTAL _____
BALANCE DUE _____
FILING _____

DOMESTIC FILING

NAME: ANDERSON FAMILY LIMITED
PARTNERSHIP

ARTICLES OF INCORPORATION
X CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
X PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Gail L. Shelby

EXAMINER'S INITIALS:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
94 DEC 30 AM 10:02

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DIVISION OF CORPORATIONS
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ANDERSON FAMILY LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE OF LIMITED PARTNERSHIP AGREEMENT

THIS CERTIFICATE OF LIMITED PARTNERSHIP AGREEMENT AND
AGREEMENT OF LIMITED PARTNERSHIP is entered into on and is
effective as of the 30th day of October, 1994 by
and among KWA, INC. a Florida Corporation, having its address at
615 Isabella Street, Lake City, Florida 32055 (hereinafter
sometimes referred to as "General Partner"), and KENNETH W.
ANDERSON, TRUSTEE OF THE KENNETH W. ANDERSON REVOCABLE TRUST
AGREEMENT DATED JUNE 9, 1991 (hereinafter sometimes referred to
individually as "Limited Partner" and collectively as "Limited
Partners"), all of such persons sometimes being referred to herein
as "Partners."

RECITALS

KENNETH W. ANDERSON, TRUSTEE, heretofore has conducted,
individually, an investment business operating sometimes under the
fictitious name of Anderson Family Limited Partnership
("Business").

WHEREAS, the business purpose of forming this Limited
Partnership is to provide for continued management of the business
properties held by this Partnership.

ARTICLE I

GENERAL

1.1 FORMATION. The Partners hereby form a limited
partnership ("Partnership") pursuant to the provisions of the
version of the Revised Uniform Limited Partnership Act enacted in

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the State of Florida ("Act"). The Partners shall execute and cause to be filed as required by the Act or other laws of the State of Florida a Certificate of Limited Partnership and a Certificate of Fictitious Name. The General Partner shall forthwith notify the principal customers and the creditors of the Business and the banks used by the Business of the existence of the Partnership and its members. The General Partner shall cause all insurance policies, leases and other business contracts to be changed to reflect the existence of this Partnership.

1.2 NAME. The Partnership shall operate under the name of K. ANDERSON FAMILY LIMITED PARTNERSHIP or such other name as the Partners may from time to time determine.

1.3 ADDRESS OF OFFICE. The address of the office of this Limited Partnership is 615 Isabella Street, Lake City, Florida 32055.

1.4 PLACE OF BUSINESS. The principal place of business of the Partnership shall be at 615 Isabella Street, Lake City, Florida 32055, or at such other or additional locations as the Partners may from time to time determine.

1.5 PURPOSE OF PARTNERSHIP. The business of the Partnership is to invest in, acquire, hold, maintain, operate, improve, develop, sell, exchange, lease, hold and otherwise use real property and interests therein for profit and to receive mortgage receivables and installment notes and to engage in any and all activities related or incidental thereto.

1.6 TERM. The Partnership shall commence on the date hereof or upon the date of filing this Family Limited Partnership,

whichever is later, and shall continue until terminated as provided in this Agreement, but not later than twenty five (25) years from date of formation.

1.7 NAME AND ADDRESS OF AGENT. The name and address of the agent for service of process in Florida is MICHAEL R. FABRIKANT, ESQUIRE, 2500 E. Hallandale Beach Boulevard, Suite 405, Hallandale, Florida 33009.

1.8 MAILING ADDRESS OF LIMITED PARTNERSHIP. The mailing address of the Limited Partnership is 615 Isabella Street, Lake City, Florida 32055.

ARTICLE II

ADDITIONAL GENERAL PARTNERS

2.1 KENNETH W. ANDERSON. Upon written request to the General Partner by KENNETH W. ANDERSON at any time after the expiration of three years after the effective date of this Agreement, he shall be made a General Partner in the Partnership with the rights of a general partner to participate in the operation of the Business.

ARTICLE III

ACCOUNTING

3.1 METHODS AND FISCAL YEAR. The Partnership shall keep its accounting records and shall report for income tax purposes on the cash method of accounting. Partnership accounting records shall be maintained according to generally accepted principles of accounting. The fiscal year of the Partnership shall be the taxable year for income tax purposes as determined under Internal

Revenue Code Section 706 and the Treasury Regulations thereunder.

3.2 ANNUAL STATEMENTS. A balance sheet and a statement of profit and loss with respect to the operation of the Partnership shall be prepared not less frequently than annually by an independent certified public accountant and copies of such statements shall be delivered to each Partner. A copy of all income tax returns and appropriate schedules filed by the Partnership shall be furnished to all Partners.

3.3 ANNUAL MEETING. Not less than once a year, promptly after completion and delivery to the Partners of the financial statements provided for in Section 3.2 hereof, there shall be a meeting of all Partners and the Partnership's independent certified public accountants for the purpose of review and discussion of the financial status of the Partnership and for the General Partner to inform the Limited Partners of projections for the future of the Partnership's business.

3.4 REVIEW OF BOOKS. Any Partner may examine and copy the books of the Partnership at any time during normal business hours of the Partnership.

ARTICLE IV

CAPITAL CONTRIBUTIONS

4.1 INITIAL CONTRIBUTIONS. The initial capital contributions of the Partners to the Partnership consist of their respective interests in the assets, subject to the liabilities, at the close of business on the effective date of this Agreement, of the

Business at the following agreed fair market values:

General Partner	- land	\$ 500.00
Limited Partner:	- land	\$4,500.00

4.2 ADDITIONAL CAPITAL CONTRIBUTIONS. No Partner shall be required to make additional capital contributions to the Partnership at any time; provided, however, if the General Partner determines that additional capital contributions are necessary to the successful operation of the Partnership, the Partners shall be entitled to make such contributions in proportion to their then interests in the Partnership. If any Partner elects not to make any additional capital contributions, one or more of the other Partners may make such additional capital contributions in the proportions which the capital contributions of each such Partner bears to the total capital contributions of all Partners making such additional capital contribution or in such other proportions as may be agreed to among them.

4.3 PARTNERS INTERESTS. The interest of each Partner in the Partnership at any time shall be the same proportion which such Partner's total capital contribution bears to the total capital contributions of all of the Partners. An assignee's capital shall be the Fair Market Value of his or her interest in this Partnership.

ARTICLE V

PARTNER'S ACCOUNTS

5.1 CAPITAL ACCOUNTS. An individual capital account shall be

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maintained for each Partner to which shall be credited all capital contributions to the Partnership by that Partner and any credit balance in that Partner's drawing account transferred to capital pursuant to section 5.2 hereof, and to which shall be debited any distributions in reduction of such Partner's capital in the Partnership and any debit balance in such Partner's drawing account transferred to capital pursuant to section 5.2 hereof.

5.2 DRAWING ACCOUNT. An individual drawing account shall be maintained for each Partner to which shall be credited such Partner's share of Partnership profits, and to which shall be debited such Partner's share of Partnership losses and withdrawals made by the Partner which are not treated by the Partner as distributions of capital. A credit balance in a Partner's drawing account shall constitute a liability of the Partnership to such Partner and shall not constitute a part of the Partner's capital account or interest in the capital of the Partnership. A debit balance in a Partner's drawing account, however caused, shall constitute an obligation of the Partner to the Partnership which shall be paid in the manner and at the time determined by a majority in interest of the Partners. A majority in interest of the General Partners may determine at any time and from time to time that any portion of the balance in the Partners' drawing accounts shall be transferred to the Partners' capital accounts, provided that any such transfers shall be in proportion to each Partner's interest in the Partnership.

ARTICLE VI
PROFITS AND LOSSES

6.1 PARTNERS' INTERESTS. The net profits and losses and other item of income, gain, loss, deduction, or credit of the Partnership shall be allocated among the Partners in proportion to their interests in the Partnership determined pursuant to section 4.3 hereof, after taking into account the reasonable allowance of compensation for any services performed by KENNETH W. ANDERSON.

6.2 DISTRIBUTION OF PROFITS. Each Partner shall be entitled to withdraw his/her share of annual earnings of the Partnership, except that only with the consent of 90% of all the Partners the General Partner may determine the portion of such earnings that shall be retained for the reasonable business needs of the Partnership and shall transfer such earnings to Partnership capital in proportion to the Partners' interests in the Partnership as determined in section 4.3.

6.3 LIMITATION ON LOSSES. No Limited Partner shall be liable for losses of the Partnership in excess of such Partner's capital contributions to the Partnership.

ARTICLE VII
ADMINISTRATION

7.1 MANAGEMENT. The business of the Partnership shall be under the management of the General Partner. The Limited Partners generally will not participate in the management or control of the business of the Partnership except as otherwise stated herein.

7.2 GENERAL PARTNER ACTIVITY. The General Partner has other business interests that take a substantial portion of its time and, accordingly, the General Partner shall be required to devote to the Partnership business the time and attention that it, in its sole discretion, shall determine is necessary.

7.3 SALARY OF KENNETH W. ANDERSON. KENNETH W. ANDERSON shall receive an annual guaranteed amount of \$ _____ for his services to the Partnership. Such salary shall be deducted from Partnership income in determining the net profits and losses of the Partnership. KENNETH W. ANDERSON'S compensation shall be reviewed and adjusted periodically as necessary to provide him with reasonable compensation as required by Internal Revenue Code Section 704(e).

ARTICLE VIII

DEATH OR WITHDRAWAL

8.1 GENERAL PARTNER. If the General Partner dies, becomes bankrupt, withdraws from the Partnership, or is dissolved, the Partnership shall dissolve and thereafter conduct only those activities necessary to wind up its affairs and liquidate. The General Partner cannot be removed except with the consent of 65% vote of all Partnership interests.

8.2 LIMITED PARTNER. Upon the death or withdrawal from the Partnership of a Limited Partner, the Partnership shall distribute to such Limited Partner or to the successor in interest of such Limited Partner an amount equal to the fair market value of such

Partner's interest in the Partnership, such amount to be distributed in equal monthly installments over a period of three years from the date of such death or withdrawal. If the General Partner and the withdrawn Limited Partner, or the successor interest of a deceased Limited Partner, fail to agree on the fair market value of the Limited Partner's interest in the Partnership, such value shall be determined by arbitration under the rules of the American Arbitration Association. Upon the written consent of the surviving Partners, the successor in interest of a deceased Limited Partner may continue in the Partnership as a limited partner.

8.3 INTEREST ON UNPAID BALANCE. Interest on any unpaid balance due upon the liquidation of the interest of a withdrawn or deceased Limited Partner shall be paid at the prime rate of interest charged from time to time by the Commercial Bank of Florida on short-term loans to its most credit-worthy customers.

ARTICLE IX

TRANSFER OF LIMITED PARTNER'S INTEREST

9.1 A. PROHIBITION ON TRANSFER. A Limited Partner shall not transfer all or any portion of his or her interest in the Partnership except with the express written consent of the General Partner and 65% of the Partners holding Limited Partnership interests and except as provided in this Article IX. Any purported transfer of a Limited Partner's Partnership interest not in conformance with this Article IX shall be null and void and of no

effect.

B. Notwithstanding Paragraph A. of 9.1, an original Limited Partner, KENNETH W. ANDERSON, TRUSTEE OF THE KENNETH W. ANDERSON REVOCABLE TRUST AGREEMENT DATED JUNE 9, 1991, has the unrestricted right to gift or assign any or all of its Limited Partnership interest without consent of anyone. The assignee shall have all rights and powers of a limited partner as set forth herein.

9.2 SALE OF INTEREST. A Limited Partner cannot sell all or a portion of his or her Partnership interest except with the consent of 65% vote of all partners and only under the following conditions:

(a) The Limited Partner shall give written notice ("notice of sale") to the Partnership of his or her intent to sell such interest (or portion thereof) and shall attach to such notice a photocopy of a written offer of a prospective purchase of such interest containing all details of the identity of the purchaser, the purchase price, and the terms of payment, and certified by the Limited Partner that the offer is genuine and in all respects what it purports to be.

(b) The Partnership shall have the option for a period of thirty days after the receipt of the notice of sale ("the option period") by giving written notice of such exercise ("notice of exercise") to the Limited Partner to retire the entire interest of the Limited Partner at the price and on the terms of the offer attached to the notice of sale.

(c) If the Partnership does not exercise the option provided in paragraph (b) of this section 9.2, for a period of sixty days following the termination of the option period, the Limited Partner shall be free to sell the interest in the Partnership that was the subject of the notice of sale to the person, at the price and on the terms contained in the notice of transfer.

(d) If the Partnership exercises the option granted to it in paragraph (b) of this section 9.3, the Limited Partner who gave the notice of transfer may, within ten days after receiving the Partnership's notice of exercise, cancel the transfer contemplated and notify the Partnership in writing of such action, in which event the option of the Partnership shall terminate and the Limited Partner shall not transfer his or her interest except by again complying with this Article IX.

9.3 If it is determined by the Internal Revenue Service that a completed gift has not occurred as a result of an assignment to a third party who would be an assignee/limited partner, because of lacking of rights in the assignee, then the assignee is hereby granted such additional rights to cause a completed gift and assignment to a third person to have occurred. Any transfer to a third party shall always include a transfer of the pro rata capital interest similar to the share of profits.

ARTICLE X
DISSOLUTION

10.1 WINDING UP OF PARTNERSHIP. Upon a voluntary dissolution, the Partnership shall commence to share profits and losses during the period of liquidation in the same proportion as before the dissolution. The proceeds from the liquidation of Partnership assets shall be applied as follows:

(a) To payment of the creditors of the Partnership, other than the Partners, in the order of priority provided by law.

(b) To payment to the Partners for unpaid salaries, and for the credit balances, pro rata, in their drawing accounts.

(c) To payment to the Partners, pro rata, for the balances in their capital accounts.

If there is a deficit in the capital account of the General Partner after the liquidation of the interests of the Partners in the Partnership, within ninety days after the close of the Partnership fiscal year in which the liquidation occurs the General Partner shall contribute to the Partnership the amount of such deficit.

10.2 GAIN OR LOSS ON DISSOLUTION. Any gain or loss realized by the Partnership on the disposition of Partnership properties in liquidation shall be credited or charged, as the case may be, to the Partners in the proportion in which they share profits and losses as provided in section 6.1 hereof. Any property distributed in kind to the Partners in liquidation of their interests in the Partnership shall be treated as though the property had been sold

at its fair market value and the proceeds of the sale distributed.

10.3 COURT DISSOLUTION. The Partners agree that irreparable damage would be done to the goodwill and reputation of the Partnership if any Partner brought a court action to dissolve the Partnership. Accordingly, each Partner hereby waives and renounces the right to seek a court decree of dissolution or to seek a court appointed liquidator for the Partnership.

ARTICLE XI

ARBITRATION

Any claim or controversy arising from the Partnership Agreement which cannot be resolved by the Partners shall be settled by arbitration under the rules of the American Arbitration Association, and any judgment from such arbitration may be entered in any court having jurisdiction.

GENERAL PARTNER
KWA, INC.

BY: Kenneth W. Anderson

LIMITED PARTNER:

Kenneth W. Anderson
KENNETH W. ANDERSON,
TRUSTEE OF THE KENNETH W.
ANDERSON REVOCABLE TRUST
DATED JUNE 9, 1991

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST THAT ANDERSON FAMILY LIMITED PARTNERSHIP DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF LAKE CITY, STATE OF FLORIDA, HAS NAMED MICHAEL R. FABRIKANT AT 2500 EAST HALLANDALE BEACH BOULEVARD, SUITE 405, HALLANDALE, FLORIDA 33009, AS ITS AGENT TO ACCEPT PROCESS WITHIN FLORIDA.

SIGNATURE: Kenneth W. Anderson
KENNETH W. ANDERSON, TRUSTEE
LIMITED PARTNER

DATED: October 30 1994

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED FAMILY LIMITED PARTNERSHIP, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE: Michael R. Fabrikant
MICHAEL R. FABRIKANT
Resident Agent

DATED: October 30, 1994

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE the undersigned, an officer duly commissioned by the laws of Florida, on this 30th day of October, 1994, personally appeared KENNETH W. ANDERSON, President of KWE, INC., and KENNETH W. ANDERSON, TRUSTEE OF THE KENNETH W. ANDERSON REVOCABLE TRUST AGREEMENT DATED JUNE 9, 1991, the general partner/limited partner of the ANDERSON FAMILY LIMITED PARTNERSHIP, who having been first duly sworn deposes and says:

1. That the total capital contributions for the limited partner is:

Kenneth W. Anderson, Trustee \$4,500.00

Kenneth W. Anderson
KENNETH W. ANDERSON, President of
KWA, INC, General Partner
and KENNETH W. ANDERSON, TRUSTEE, as
limited partner

SWORN and subscribed before me this 30th day of October, 1994.

I HEREBY CERTIFY that KENNETH W. ANDERSON, President of KWA, INC., and KENNETH W. ANDERSON, TRUSTEE OF THE KENNETH W. ANDERSON REVOCABLE TRUST AGREEMENT DATED JUNE 9, 1991 are personally known to me and that they signed the foregoing Affidavit in my presence on this 30th day of October, 1994.

Wendy Fabrikant
NOTARY PUBLIC, State of Florida
Wendy Fabrikant
My Commission Expires: 3/18/95