

CAPITAL CONNECTION, INC.

417 E. Virginia St., Suite 1, Tallahassee, FL 32301, (904)224-8870
 Mailing Address: Post Office Box 10149, Tallahassee, FL 32302

A95000000128

NAME _____
 FIRM _____
 ADDRESS _____

PHONE () _____

Service: Top Priority _____ Regular _____
 One Day Service _____ Two Day Service _____

To us via _____ Return via _____

Mailor No.: _____ Express Mail No. _____

State Fee \$ _____ Our \$ _____

1/25/95
 BK
 G. TAX 8.75
 FILING 112.00
 X AGENT FEE 35.00
 COPY 52.50
 TOTAL 218.25
 BANK _____
 BALANCE DUE _____
 FOUND _____

REQUEST TAKEN CONFIRMED APPROVED

DATE _____

TIME _____ CK No. _____

BY JK _____

WALK-IN
 Will Pick Up 1.25 1.00

RE: Evergreen Investments Limited

Capital Express™
 Art. of Inc. File _____
 Corp. Record Search _____
 Ltd. Partnership File _____
 Foreign Corp. File _____
 () Cgrt. Copy(a) _____
 Photo Copy _____
 Art. of Amend. File _____
 Dissolution/Withdrawal _____
 C U S - 9.5 _____
 Fictitious Name File _____

Name Reservation _____
 Annual Report/Reinstatement _____
 Reg. Agent Service _____
 Document Filing _____

Corporate Kit _____
 Vehicle Search _____
 Driving Record _____
 Document Retrieval _____

UCC 1 or 3 File 900001392039
 UCC 11 Search -01/27/95--01107-030
 UCC 11 Retrieval ***1216.25 ***1155.00
 File No.'s _____ Copies _____
 Courier Service _____
 Shipping/Handling 900001392039
 Phone () -01/27/95--01107-030
 Top Priority ***1216.25 ***1216.25
 Express Mail Prep. _____
 FAX () _____ pgs. _____

SUBTOTALS _____

FEE.....	\$
DISBURSED.....	\$
SURCHARGE.....	\$
TAX on corporate supplies.....	\$
SUBTOTAL.....	\$
PREPAID.....	\$
BALANCE DUE.....	\$

Please remit invoice number with payment
 TERMS: NET 10 DAYS FROM INVOICE DATE
 1 1/2% per month on Past Due Amounts
 Past 30 Days, 18% per Annum

THANK YOU
 from
 Your Capital Connection

AFFIDAVIT OF CAPITAL CONTRIBUTIONS AND
CERTIFICATE OF LIMITED PARTNERSHIP
FOR
EVERGREEN INVESTMENTS LIMITED PARTNERSHIP

RECEIVED
JUN 25 PM 4:35
FBI - MIAMI

The undersigned, being all the General and Limited Partners for EVERGREEN INVESTMENTS LIMITED PARTNERSHIP, do hereby adopt and swear to the following certificate.

1. The name of the Partnership shall be EVERGREEN INVESTMENTS LIMITED PARTNERSHIP.

2. The character of the business shall be the ownership and management of real estate.

3. The principal place of business shall be 2451 McMullen Booth Road, Suite 52, Clearwater, Florida 34619.

This is also the partnership's mailing address.

4. The name and address of the Partners of the Partnership are as follows:

General Partner

Cash Contribution

EVERGREEN INVESTMENTS, INC.
2451 McMullen Booth Road
Suite 52
Clearwater, Florida 34619

\$ 1,000.00

Limited Partners

Cash Contribution

MONTFORD COMPANY, INC.
2451 McMullen Booth Road
Suite 52
Clearwater, Florida 34619

\$80,000.00

J & A, INC.
2451 McMullen Booth Road
Suite 52
Clearwater, Florida 34619

\$80,000.00

No future limited partner contributions are anticipated.

5. The Partnership shall exist until December 31, 2030, unless sooner dissolved by action of the General Partner.

6. All profits, losses and available cash from operations of the Partnership shall be allocated as follows:

General Partner
Limited Partners

1%
99%

894000088197

Upon liquidation, net cash proceeds shall be allocated in the following manner after the Limited Partners have received distributions of at least their outstanding investment:

General Partner	10%
Limited Partners	90%

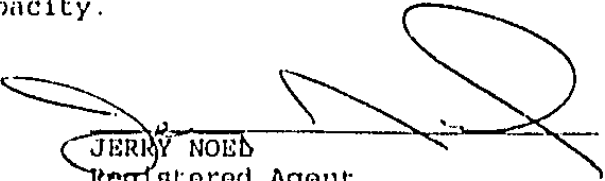
Until such time as the Limited Partners receive net proceeds equal to the outstanding investment, Limited Partners shall receive 99% of net proceeds from liquidation and the General Partner shall receive 1% of such net proceeds.

7. All assignments and substitutions of Limited Partners are subject to the permission of the General Partner, which shall not be unreasonably withheld.

8. The street address of the initial registered office of this Limited Partnership is 2451 McMullen Booth Road, Suite 52, Clearwater, Florida 34619 and the name of the initial Registered Agent of this Limited Partnership at such address is Jerry Noel.

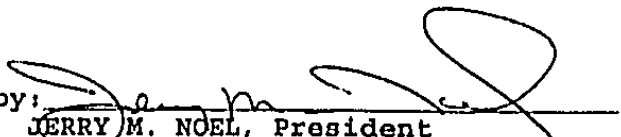
FILED
STATE
95 JUN 25 PM 1:23
SECRETARY OF CORPORATIONS

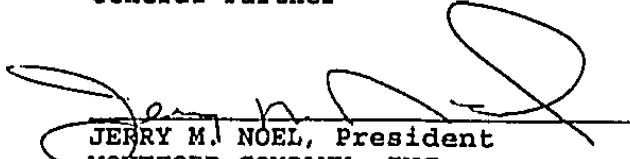
9. Having been named to accept service of process for EVERGREEN INVESTMENTS LIMITED PARTNERSHIP, at 2451 McMullen Booth Road, Suite 52, Clearwater, Florida 34619, I hereby accept to act in this capacity.


JERRY NOEL
Registered Agent

IN WITNESS WHEREOF, the parties have set their hands and seals on the 24 day of January, 1995.

EVERGREEN INVESTMENTS LIMITED PARTNERSHIP

by: 
JERRY M. NOEL, President
EVERGREEN INVESTMENTS, INC.,
General Partner


JERRY M. NOEL, President
MONTFORD COMPANY, INC.,
Limited Partner


ERNEST GONZALEZ, President
J & A, INC. EG
Limited Partner

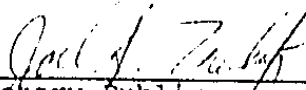
FILED
STATE
SECRETARY OF CORPORATIONS
JAN 25 PM 1:23

STATE OF FLORIDA :

COUNTY OF PINELLAS :

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared and being duly sworn, was JERRY M. NOEL, President of Evergreen Investments, Inc., General Partner, to me known to be the person described in and who executed the foregoing Certificate of Limited Partnership for EVERGREEN INVESTMENTS LIMITED PARTNERSHIP, and he acknowledged to me that he executed the same for the purposes therein set forth.

WITNESSETH my official hand and seal this 24 day of January, 1925.


Notary Public

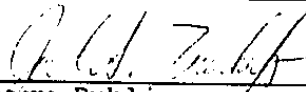
My Commission Expires:

STATE OF FLORIDA :

COUNTY OF PINELLAS :

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared and being duly sworn, was JERRY M. NOEL, President of Montford Company, Inc., Limited Partner, to me known to be the person described in and who executed the foregoing Certificate of Limited Partnership for EVERGREEN INVESTMENTS LIMITED PARTNERSHIP, and he acknowledged to me that he executed the same for the purposes therein set forth.

WITNESSETH my official hand and seal this 24 day of January, 1925.


Notary Public

My Commission Expires:



JOEL S. TREUHART
My Commission CC370915
Expires Apr. 28, 1928


FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
95 JAN 25 PM 1:25

STATE OF FLORIDA :

COUNTY OF PINELLAS :

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared and being duly sworn, was ERNESTO GONZALEZ, President of J & A, Inc., Limited Partner, to me known to be the person described in and who executed the foregoing Certificate of Limited Partnership for EVERGREEN INVESTMENTS LIMITED PARTNERSHIP, and he acknowledged to me that he executed the same for the purposes therein set forth.

WITNESSETH my official hand and seal this 24 day of January, 1995.


Notary Public

My Commission Expires:

b:\noel\ltdptshp.cer



JOEL S THEUNHAF
My Commission CC3709
Expires Apr. 28, 1998

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 JAN 25 PM 1:23

2.10 Certificate. The Certificate of Limited Partnership, as it may be amended from time to time, to be filed with the Secretary of State, State of Florida, pursuant to the Act in connection with the formation of the Partnership and recorded with the Clerk of the Circuit Court in the country where the principal place of business of the Partnership is located.

2.11 Code. The Internal Revenue Code of 1954, as amended, or corresponding provisions of subsequent revenue laws.

2.12 Holders of Units or Unit Holders. Those persons who, from time to time, are shown on the books and records of the Partnership as being owners of Units, whether or not such persons have been admitted to the Partnership as partners, Limited or General.

2.13 Limited Partners. The purchasers of Units from the Partnership and any additional or Substitute Limited Partners.

2.14 Partners. All Partners of the Partnership, both Limited and General.

2.15 Profits and Losses. Any income or loss of the Partnership for Federal income tax purposes determined by the Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction.

2.16 Substitute Limited Partners. Persons who have acquired Units from Limited Partners and who have been substituted for such Limited Partners as provided herein.

2.17 Unit. An interest in the Partnership representing a One Thousand Dollars (\$1,000.00) investment.

ARTICLE III LIMITED PARTNERS' CAPITAL CONTRIBUTION

3.01 Minimum Subscription. Each Limited Partner shall subscribe to purchase at least Eighty (80) Unit(s) at One Thousand Dollar (\$1,000.00) per Unit, constituting a One Hundred and Sixty Thousand (\$160,000.00) subscription to the Partnership.

3.02 Terms of Payment. Each Limited Partner must satisfy his obligation to acquire Unit(s) by paying One Thousand Dollars (\$1,000.00) in cash for each Unit upon submission of the Subscription Agreement.

3.03 Return of Capital Contributions. Capital Contributions not used, or committed for use, for Partnership operations within two (2) years from the commencement of Partnership operations, except for necessary operating capital, will be returned to Limited Partners and the General Partner, pro rata, as a return of capital, with deductions for offering expenses. This Section shall supersede any other Section of this Agreement, including Section 17.04.

3.04 Liability. No Limited Partner shall personally liable for indebtedness or loss of the Partnership beyond his Capital Contribution made pursuant to this Article, plus an amount equal to his share of undistributed profits of the Partnership, if any, plus the amount of any distributions made to the Limited Partners required to be made pursuant to the Act.

3.05 Interest on Capital Contributions. No Partner shall be entitled to receive interest on the Capital Contribution except as specifically stated herein.

3.06 Withdrawal of Capital Contributions. Except as specifically set forth in this Agreement, no Partner shall have the right to withdraw his Capital Contributions made under this Article or to demand or receive return of his Capital Contribution.

ARTICLE IV GENERAL PARTNER'S CAPITAL CONTRIBUTION

The General Partner shall not be required to contribute any cash to the capital of the Partnership. The General Partner shall have such interest in the Partnership's assets, profits and losses as set forth in Articles V and VI hereof in addition to any interest he may have as a result of owing Units, if any.

ARTICLE V ALLOCATIONS

5.01 Profits and Losses. Commencing on the date hereof and ending on the termination of the business of the Partnership pursuant to Article XVII hereof, all profits and losses of the Partnership, as determined for Federal income

FILE ON OR BEFORE APRIL 5, 1996 TO AVOID
REVOCATION AND \$500 PENALTY FEE

LIMITED PARTNERSHIP
ANNUAL REPORT
1996



FLORIDA DEPARTMENT OF STATE
Division of Corporations
and Commercial Services
Tallahassee, Florida 32399-0001

FILED

96 MAR -8 AM 9:11

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. Name of the Partnership

1a. DOCUMENT #
A95000000128

EVERGREEN INVESTMENTS LIMITED PARTNERSHIP

2. Principal Office Address

2451 MCMULLEN BOOTH ROAD, SUITE 52
CLEARWATER FL 34619

3. Principal Office Address

2451 MCMULLEN BOOTH ROAD, SUITE 52
CLEARWATER FL 34619

4. Date of formation or incorporation (Month/Day/Year)

3. Date of formation or incorporation (Month/Day/Year)
FLORIDA 01/25/1995

3a. State of incorporation

4. State of incorporation

FL

5a. Capital contributed by partners (in dollars)

\$160,000.00

5b. Amount of capital contributed by partners (in dollars)

6. Total number of partners

8. FEES: 1. Filing Fee: Computed at a rate of \$2 per \$1,000 on amount entered in 5a or 5b (blank with a minimum filing fee of \$52.50 and a maximum of \$417.50)

2. Supplemental Fee: \$100.75 (pursuant to section 607, F.S.)

3. Annual Report Fee: \$100.75 (pursuant to section 607, F.S.)

4. Other fees: (List all other fees, including those for publication of notice of partnership, and attach a separate bill for each fee)

5. Other fees: (List all other fees, including those for publication of notice of partnership, and attach a separate bill for each fee)

9. Name and Address of Current Registered Agent

NOEL, JERRY
2451 MCMULLEN BOOTH ROAD, SUITE 52
CLEARWATER FL 34619

10. Signature of Registered Agent

Name

Address & City, State, Zip

Signature

Date

300001742793

03/14/96--01025--006

***576.25 ***576.25

FL

10a. Pursuant to the provisions of the laws of the State of Florida, the undersigned, being a partner in the partnership, do hereby certify that the information furnished in this statement is true and correct to the best of my knowledge and belief, and that I am a partner in the partnership, and that I am authorized by the partnership to execute this statement.

Signature of Registered Agent Accepting Appointment

Date

2/6/96

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY
MUST BE REGISTERED AND ACTIVE WITH THIS OFFICE.

11. Name of the General Partner

EVERGREEN INVESTMENTS, INC.

11a. Address of each General Partner

2451 MCMULLEN BOOTH R

11b. City, State & Zip Code

CLEARWATER FL 34619

11c. Registration Document Number

P94000088197

NOTE: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

12. Signature of General Partner

Signature of General Partner

Jerry M. Noel

2/6/96
(813) 791-7292