

CORPORATION INFORMATION
SERVICES, INC.
1201 HAYS STREET
TALLAHASSEE, FL 32301
904-222-9171
904-222-0191

800-342-8086

CSC networks

Mail To:
P.O. Box 5020
Tallahassee, FL 32311

ACCOUNT NO. : 00000000000000000000

REFERENCE : 00000000000000000000

AUTHORIZATION :

ORDER TIME :

ORDER DATE : January 11, 1995

ORDER TIME : 10:47 AM

ORDER NO. : 00000000

CUSTOMER NO: 80477A

CUSTOMER: Christopher H. Davies, Esq.
ALLER KNUDSEN DEBOEST EDWARDS
& ROBERTS, P.A.
1415 Hendry Street
Ft. Myers, FL 33901

8000001898208
-02/06/95 -01050 -001
***1496.25 ***1496.25

RUSH WILL WAIT

DOMESTIC FILING

"RUSH WILL WAIT"

NAME: THE CHART HOUSE PARTNERS,
LIMITED

ARTICLES OF INCORPORATION

XX CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

XX CERTIFICATE OF LIMITED PARTNERSHIP

XX CERTIFICATE OF LIMITED PARTNERSHIP

G. TAX _____
FILING _____
P. AGENT FEE _____
C. COPY _____
TOTAL _____
D. BANK _____
BALANCE DUE _____
RECEIVED _____

**LIMITED PARTNERSHIP AGREEMENT
OF
THE CHART HOUSE PARTNERS, LIMITED**

THIS LIMITED PARTNERSHIP AGREEMENT is made this 30th day of January, 1995, by and between SAXON PROPERTIES, INC. a Florida corporation, and RICHARD G. COUCH, Trustee, for the purpose of associating themselves together as a Limited Partnership pursuant to the Florida Revised Uniform Limited Partnership Act, Part I of Chapter 620, Florida Statutes (1989).

In consideration of the agreements, covenants, and undertakings of the parties contained herein, the parties hereby adopt this Limited Partnership Agreement for the purpose of forming THE CHART HOUSE PARTNERS, LIMITED, a Florida Limited Partnership, upon the terms and conditions hereinafter set forth.

1. Name. The Limited Partnership shall operate under the name of THE CHART HOUSE PARTNERS, LIMITED, a Florida Limited Partnership.

2. Place of Business. The principal place of business shall be Fort Myers, Florida, with such further or other places of business as may from time to time be agreed upon by the Partners.

3. Partners. The Partners hereby associated together, their respective mailing addresses, and their Partnership percentages, are as follows:

<u>Name</u>	<u>Address</u>	<u>Partnership %</u>
Saxon Properties, Inc. (General Partner)	2180 West First Street Fort Myers, Florida 33901	10
Richard G. Couch, Trustee (Limited Partner)	2180 West First Street Fort Myers, Florida 33901	90

4. Purpose of Partnership. The purpose for which this Partnership is formed is to acquire, improve, lease, operate, hold for investment, and sell or otherwise dispose of the Partnership Property and to engage in any and all activities related or incidental thereto.

5. Term. This Partnership shall commence on the date the Certificate is filed for recordation in the appropriate public offices in the State of Florida and shall dissolve and commence winding up and liquidating upon the first to occur of any of the following liquidating events:

- (a) December 31, 2005, or
- (b) upon the happening of any event causing a dissolution of the Partnership under § 620.157, Florida Statutes (1989).

6. Accounting Method. This Partnership shall keep true and accurate books of account and accounting records and shall report its income for income tax purposes on the "cash method" of accounting. All accounting for Partnership purposes shall be in accordance with generally accepted accounting principles.

7. Initial Capital Contributions. The Initial Capital Contribution to the Partnership shall be Two Hundred Thousand and 00/100 Dollars (\$200,000.00), with each Partner contributing his aliquot part thereof according to his Partnership percentage.

8. Additional Capital. Additional capital contributions shall be made by the Partners in proportion to their Partnership percentage to the capital of the Partnership within thirty (30) days of written call therefor.

9. Failure to Contribute Additional Capital on Call. If any Partner fails to contribute to additional capital required of him within thirty (30) days after written call for contribution, the other Partner shall contribute amounts that will equal the assessment in

default. In the event of any such contribution by the other Partner, such contributions shall constitute a loan to the defaulting Partner payable upon demand, together with interest at the maximum rate allowable by law, together with court costs, attorney's fees and other costs of collection, if any, provided that if a Partner is in default for a call of additional capital for a period of 120 days, the remaining Partner may elect to purchase such defaulting Partner's interest in the Partnership and the defaulting Partner is hereby required to sell said interest.

10. Capital Accounts. An individual capital account shall be maintained for each Partner. The capital interest of each Partner shall consist of his original contribution of capital, increased by (a) additional capital contributions, and (b) any profits of the Partnership transferred to his capital account, and decreased by (a) distributions in reduction of Partnership capital, and (b) his share of Partnership losses, if charged to the capital accounts of the Partners.

11. Ratio of Partners' Capital Accounts. The capital accounts of the Partners shall be maintained at all times in the proportions of their Partnership percentages.

12. Profits and Losses. The net profits or net losses of the Partnership shall be shared by the Partners in proportion to their Partnership percentage.

13. Voting. Each Partner shall have a vote equal to their Partnership percentage in the management of Partnership business and majority vote shall govern.

14. General Partner. The General Partner shall be SAXON PROPERTIES, INC., a Florida corporation, which shall have the full authority to conduct the management of the business of the Partnership, shall make all decisions affecting the Partnership's affairs, and may take such action as it deems necessary or appropriate to accomplish the purposes of

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the Partnership. Unless otherwise specifically set forth herein, the General Partner shall have all rights and powers and be subject to all the restrictions and liabilities of a partner in a partnership as stated in the Florida Revised Uniform Limited Partnership Act in effect as of the date of this Limited Partnership Agreement.

In addition to other acts expressly prohibited by this Limited Partnership Agreement or by law, the General Partner shall not have any authority:

1. to engage in any act in contravention of this Limited Partnership Agreement.
2. to engage in any act which would make it impossible to carry on the ordinary business of the Partnership.
3. to confess a judgment against the Partnership.
4. to possess Partnership property or assign the rights of the Partnership in specific property for other than a Partnership purpose.
5. to admit a person as a General Partner except as otherwise provided in this Agreement.
6. to buy, sell, lease, exchange, mortgage or otherwise transfer all or substantially all of the assets of the Partnership without the prior approval of the Partners having Partnership interests.

15. Limited Partner Activities. Except as may otherwise be provided herein to the contrary, no Limited Partner shall have the right or power to take part in the day to day management, conduct, or control of Partnership business or to act for, sign for, or to bind the Partnership; withdraw or reduce his contribution to the capital of the Partnership except as a result of a dissolution of the Partnership in accordance with this Limited Partnership Agreement, or as otherwise provided by law; demand or receive property other than case in return for his capital contribution.

Other than upon the dissolution of the Partnership as provided herein, there has been no time agreed upon when the contribution of each Limited Partner is to be returned and it is understood that no interest shall be paid on the capital contributions to the Partnership.

16. Remuneration. The General Partner shall be entitled to be reimbursed for all reasonable expenses incurred by it on behalf of the Partnership in connection with the conduct of the Partnership's business including, but not limited to, employees' salaries, attorneys' and accounting fees and costs incurred in connection with reporting to, and correspondence with, the Partners.

17. Winding-Up the Partnership Upon Voluntary Dissolution. The Partnership may be dissolved at any time by agreement of the Partners. Upon any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during liquidation in the same proportions as before dissolution. The proceeds from liquidation of the Partnership assets shall be applied as follows:

1. To pay or provide for the payment of all Partnership liabilities and liquidating expenses and obligations.
2. To correct the capital accounts of the Partners, if necessary.
3. To discharge the balance of the capital accounts of the Partners.

Any gain or loss on disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in the proportion of their Partnership percentages. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as gain or loss

on sale of the property and shall be credited or charged to the Partners in the proportions of their Partnership percentages.

18. Balance Owed by a Partner. Should any Partner have a debit balance in his capital account, whether by reason of losses in liquidating Partnership assets or otherwise, the debit balance shall represent an obligation from him to the Partnership to be paid in cash within thirty (30) days after written demand by the other Partner.

19. Withdrawal of Limited Partner. A Limited Partner may not withdraw from the Partnership except upon the express written consent of the General Partner. A Limited Partner is entitled solely to the distributions provided for herein upon the dissolution of the Partnership which shall occur no later than the date prescribed in Paragraph 5 hereof.

20. Assignability; General Partner. Subject to any obligations, restrictions, or limitations which may be contained in applicable loan documents, the General Partner may transfer all or any part of its interest as a General Partner in the Partnership or assign its right to share in all of any portion of income, gains, losses, deductions, or distributions, credited, charged, or paid by the Partnership.

21. Assignability; Limited Partner. No Limited Partner shall transfer its interest in the Partnership to any person without the prior written consent of the General Partner. The General Partner shall not consent to any transfer unless the transferee consents in writing to be bound by the terms of this Limited Partnership Agreement.

22. Enforceability of Transfer. Any purported transfer of an interest in the Partnership otherwise and in accordance with this Limited Partnership Agreement shall be of no effect as between the Partnership and the purported transferee or assignee and shall

be unenforceable as against the Partnership and the General Partner. The General Partner shall not be charged with actual constructive notice of any such purported transfer.

23. Admission of Additional Partners. Additional Limited Partners may be admitted upon the consent of all Partners to this Limited Partnership Agreement. Such additional Limited Partners shall become Limited Partners in the Partnership upon acceptance of their offer to purchase an interest in the Partnership, payment and/or commitment of their contributions to the capital of the Partnership, and upon execution of the signature page to this Limited Partnership Agreement.

24. Security Restrictions. The interests in the Partnership acquired pursuant to this Limited Partnership Agreement have not been registered under the Securities Act of 1933, as amended, nor the Florida Securities and Investor Protection Act.

25. Liability of General Partner. The General Partner will not be liable to the Partnership or to any Partner for any actions taken in good faith and reasonably believed to be in the best interest of the Partnership. For purposes of this Article, reliance upon the advice of legal counsel, accountants, or other professionals will raise a rebuttable presumption of "good faith". The General Partner shall be liable only for wilful misconduct, gross negligence, or fraud. The Partnership agrees to indemnify and hold harmless the General Partner for and from any and all claims or liabilities arising out its acts or omissions related to the Partnership including the cost of settlement of any such claims and, further, including all reasonable attorneys' fees through appeals and other courts reasonably incurred in resisting such claims whether or not a lawsuit is filed with the exception of acts for which the General Partner may not be indemnified as specified hereinabove.

26. Liability of Limited Partner. Accept as otherwise provided in the Limited Partnership Act referred to earlier in the Limited Partnership Agreement, the liability of the Limited Partners in all respects will be limited to the capital contributions paid or to be paid by such Limited Partners under the provisions of this Limited Partnership Agreement.

27. Gender and Number. All nouns, pronouns, and any variations thereof shall be deemed to refer to the masculine, feminine, and neuter, and the number of all words shall include singular and plural as the context may so require.

28. Successors and Assigns. This Limited Partnership Agreement shall inure to the benefit of and be binding upon all parties and their permitted successors, heirs, devisees, assigns and legal representatives.

29. Entire Agreement. This Limited Partnership Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written understandings between the parties. This Limited Partnership Agreement may not be terminated, altered, or amended except by writing executed by the parties sought to be charged therewith.

30. Arbitration. If any controversy or claim arising out of this Partnership Agreement cannot be settled by the Partners the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect, and judgment on the award may be entered in any court having jurisdiction.

31. Binding. This Limited Partnership Agreement shall be binding upon the heirs, Personal Representative, Trustees, and the assigns of the parties hereto.

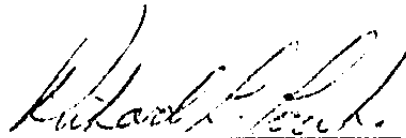
32. Controlling Law. This Limited Partnership Agreement is entered into pursuant to and shall be controlled by the laws of the State of Florida.

33. Registered Office. The registered office of the Partnership shall be 1415 Hendry Street, Ft. Myers, Florida 33901.

34. Registered Agent. The registered agent of the Partnership shall be Christopher N. Davies.

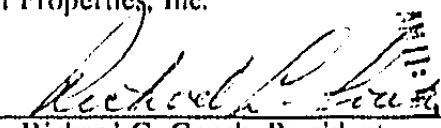
IN WITNESS WHEREOF, the parties hereto have duly and properly executed this Limited Partnership Agreement.

LIMITED PARTNER:


Richard G. Couch, Trustee

GENERAL PARTNER:

Saxon Properties, Inc.

By: 
Richard G. Couch, President

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STATE
SECRETARY OF
CORPORATIONS
95 JAN 31 AM 11:17

ACCEPTANCE OF REGISTERED AGENT

The Chart House Partners, Limited, desiring to organize under the laws of the state of Florida, has named Christopher N. Davies, 1415 Hendry Street, Fort Myers, Florida 33901, as its statutory Registered Agent.

Having been named the statutory Registered Agent of the above Limited Partnership at the place designated in this Certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open and accept the all obligations thereof.



Christopher N. Davies

Dated: January 30², 1995

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 JAN 31 11:47

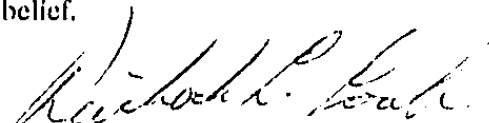
AFFIDAVIT OF CAPITAL CONTRIBUTIONS

STATE OF FLORIDA
COUNTY OF LEE

BEFORE ME, the undersigned authority, personally appeared, Richard G. Couch, President of Saxon Properties, Inc., General Partner of The Chart House Partners, Limited, a Florida limited partnership, the sole general partner of The Chart House Partners, Limited, (the Limited Partnership), who, upon being duly sworn, certified as follows:

1. The total amount of capital contributions to the Limited Partnership made by the partners is Two Hundred Thousand and 00/100 Dollars (\$200,000.00).
2. The total amount of additional capital contributions anticipated to be contributed by the limited partners at this time is as follows: -0-

Under penalties of perjury, I declare that I have read the foregoing and that the facts alleged are true to the best of my knowledge and belief.

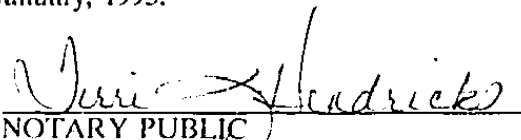


Richard G. Couch
President of Saxon Properties, Inc.,
sole General Partner of The Chart House
Partners, Limited

Date: JANUARY 30, 1995

BEFORE ME, the undersigned officer, a Notary Public authorized to administer oaths and to take acknowledgments in and for the State and County set forth above, personally appeared RICHARD G. COUCH, President of Saxon Properties, Inc., sole General Partner of The Chart House Partners, Limited, known to me and known by me to the person who executed the foregoing Affidavit of Capital Contributions, and he acknowledged to me and before me that he executed this Affidavit as President of Saxon Properties, Inc., sole General Partner of The Chart House Partners, Limited.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal in the State and County aforesaid, this 30TH day of January, 1995.


NOTARY PUBLIC

(S E A L)

TERRI J. HENDRICKS
My Commission Expires:
COMMISSION No: 00153487

Notary Public
State of Florida at Large
My Commission Expires:
October 21, 1995

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE CHART HOUSE PARTNERS, LIMITED,
a Florida Limited Partnership

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION
95 JAN 31 AM 11:47

The undersigned general partner ("General Partner"), desiring to form a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Act, hereby states as follows:

1. The name of the Partnership is The Chart House Partners, Limited.
2. The address of the office of the Partnership is 1415 Hendry Street, Fort Myers, Florida 33901.
3. The name and address of the agent for service of process on the Partnership is Christopher N. Davies, Esq., 1415 Hendry Street, Fort Myers, Florida, 33901.
4. The name and business address of the sole General Partner is as follows:

<u>Name</u>	<u>Address</u>
Saxon Properties, Inc. H-74599	2180 West First Street Fort Myers, Florida 33901

5. The mailing address of the Partnership is 2180 West First Street, Fort Myers, Florida 33901.
6. The latest date upon which the Partnership shall dissolve is December 31, 2005.

The execution of this certificate by the undersigned General Partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed on behalf of the sole General Partner of THE CHART HOUSE PARTNERS, LIMITED, this 30th day of January, 1995.

GENERAL PARTNER:

SAXON PROPERTIES, INC.

By: _____

Richard G. Couch, President

FILE ON OR BEFORE DECEMBER 31, 1995 OR PARTNERSHIP
WILL BE SUBJECT TO REVOCATION AND \$500 PENALTY FEE

1996

A95000000154

FILED

96 MAY -3 11 0 58

1a. DOCUMENT #
A95000000154

THE CHART HOUSE PARTNERS, LIMITED

2100 WEST FIRST STREET
FORT MYERS FL 33901

1415 HENDRY STREET
FORT MYERS FL 33901

3. Filing Date
FLORIDA 01/31/1995

3a. Filing Date (if different)

4. State or Country of Incorporation

FL

5a. Amount of Capital Contribution
\$200,000.00

5b. Amount of Capital Contribution
FLORIDA \$ 200,000.00

6. Identification

65-0555498

Applied For

For Application

7. CERTIFICATE OF STATUS REQUIRED

\$0.75 Additional Fee required
for a Certificate of Status

8. FEES: 1. Filing Fee - Computed at a rate of \$7 per \$1,000 on amount entered in 5b or 5a if 5b blank, with a minimum filing fee of \$52.50 and a maximum of \$417.50.
2. Supplemental Fee - \$138.75 pursuant to section 602.193, F.S.
THE AMOUNT DUE SHALL BE NO LESS THAN \$101.25 (\$52.50 + \$138.75) AND NO MORE THAN \$576.25 (\$417.50 + \$138.75).
Note: If the amount entered in 5b is greater than amount entered in 5a, a supplemental affidavit must be submitted along with a separate and appropriate filing fee.
MAKE CHECK PAYABLE TO FLORIDA DEPT OF STATE

9. Name and Address of Current Registered Agent

DAVIES, CHRISTOPHER N ESQ.
1415 HENDRY STREET
FORT MYERS FL 33901

10. Designated new Registered Agent (if new)

Name

Street Address (P.O. Box Number is Not Acceptable)

City, State & Zip

City

FL

Zip Code

10a. Pursuant to the provisions of sections 602.193 and 602.194, Florida Statutes, the above named limited partnership organized or registered under the laws of the State of Florida, hereby accepts this statement for the purpose of designating the registered agent or agents in the State of Florida. The foregoing was authorized by the general partners. I hereby accept the appointment of registered agent and undertake with and accept the obligation of sections 602.193, Florida Statutes.

Signature of Registered Agent Accepting Appointment

DATE

A GENERAL PARTNER THAT IS A CORPORATION, LIMITED PARTNERSHIP OR OTHER BUSINESS ENTITY

11. Name of General Partner

SAXON PROPERTIES, INC.

11a. Address of Each General Partner
(Do Not Use Post Office Box Numbers)

2180 WEST FIRST STREET

11b. City, State & Zip Code

FORT MYERS FL 33901

11c. Registered Document Number

H74599

000001823700
-05/16/96 - 01/02 - 008
***1076.25 ***1076.25

REINSTATEMENT

96 11/15/96

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

Typed Name of General Partner (Do Not Use a Group Name) RICHARD G. COUCH, PRES. SAXON PROP INC Telephone Number

941-337-1777

0007953

CR2E003 (6/95)



THE UNITED STATES
CORPORATION
COMPANY

A95000000/54

ACCOUNT NO. : 072100000032

REFERENCE : 501140 81805A

AUTHORIZATION : Patricia Pyjot

COST LIMIT : \$ 52.50

ORDER DATE : August 19, 1997

ORDER TIME : 9:34 AM

ORDER NO. : 501140-005

CUSTOMER NO: 81805A

CUSTOMER: Ms. Deborah K. Lewis
Thomas G. Eckerty, Esq
Suite 89
12734 Kenwood Lane
Ft. Myers, FL 33907

900002271109--8

DOMESTIC AMENDMENT FILING

NAME: THE CHART HOUSE PARTNERS,
LIMITED

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Warren Whittaker

EXAMINER'S INITIALS: *W*

FILED STATE
SECRETARY OF CORPORATIONS
97 AUG 19 AM 10:50

97 AUG 19 AM 10:42
FILED
SECRETARY OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham

Secretary of State

DIVISION OF CORPORATIONS

August 19, 1997

WARREN WHITTAKER
CSC NETWORKS
TALLAHASSEE, FL

Ref. Number: A9500000154

RESUBMIT

Please give original
submission date as filed.

We have received your document for and the authorization to debit your account in the amount of \$52.50. However, the document has not been filed and is being returned for the following:

When a Florida limited partnership adds a new general partner, the new general partner **MUST SIGN** the AMENDMENT.

ALSO, an address must be listed for the new general partner, and the new general partner -- AFGC ENTERPRISES, INC. -- must be registered with the Division of Corporations **BEFORE** the AMENDMENT can be filed.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6914.

Buck Kohr
Corporate Specialist

Letter Number: 697A00041900

FILED
STATE
CORPORATIONS
DIVISION OF CORPORATIONS
97 AUG 19 AM 10:50

AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE CHART HOUSE PARTNERS, LIMITED,
a Florida limited partnership

RECORDED
INDEXED
AUG 19 1997
SECTION 19
MID-50

THE UNDERSIGNED, being the co-general partners of The Chart House Partners Limited, a Florida limited partnership, hereinafter referred to as "The Limited Partnership", and now desiring to amend the Certificate of Limited Partnership, as provided for under Florida Statute 620.109, do hereby swear to and certify as follows:

1. That the name of the limited partnership is THE CHART HOUSE PARTNERS, LIMITED;
2. That the limited partnership Certificate was filed on January 31, 1995, and was assigned Charter No. A95-000000154;
3. The Certificate of Limited Partnership is amended to add AFGC Properties, Inc., as a co-general partner; and
4. The Partnership Agreement is amended to require the signature of both general partners on any borrowing, transfer or sale of the subject property owned by the partnership.

IN WITNESS WHEREOF, the undersigned, being the co-general partners of the limited partnership, has executed these Articles of Amendment this 25th day of August, 1997, and certifies and attests to the facts set forth herein.

Witness:

Thomas G. Schoenly
Print name: Thomas G. Schoenly
Deborah K. Lewis
Print name: DEBORAH K. LEWIS

SAXON PROPERTIES, INC.,
Co-General Partner

By: Richard G. Couch
Richard G. Couch, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of August, 1997, by Richard G. Couch, President, who is personally known to me, and who did/did not take an oath.



Deborah K. Lewis
Deborah K. Lewis, Notary Public
Commission No.: _____
Commission Expiration: _____

Thomas G. Lickley

Print name: Thomas G. Lickley

Deborah K. Lewis

Print name: DEBORAH K. LEWIS

AFGC PROPERTIES, INC.,
Co-General Partner

By: *Michael Lickley* - President

Michael Lickley, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of August, 1997,
by Michael Lickley, President, who is personally known to me, and who did/did not take an oath.

Notary Seal or Stamp



OFFICIAL NOTARY SEAL
DEBORAH K. LEWIS
COMMISSION NO. CC517207
MY COMMISSION EXPI. DEC. 11, 1999

Deborah K. Lewis
Deborah K. Lewis, Notary Public

Commission No.: _____

Commission Expiration: _____

FILED
STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
97 AUG 19 AM 10:50