

Law Offices
WHEELER & TRAVISS, P.A.

147 Avenue A Northwest
 P. O. Box 1388
 Winter Haven, FL 33882-1388

Telephone 813-294-7481
 Fax 813-294-8220

Irving W. Wheeler
 James J. Traviss

A95000000518

Secretary of State
 Division of Corporations
 P. O. Box 6327
 Tallahassee, FL 32314

300001435763
 -04/04/95--01032--002
 *****3.75 *****3.75

RE: REBECCA, LTD. LIMITED PARTNERSHIP

300001435763

Gentlemen:

300001435763
 -03/22/95--01008--004
 ****145.00 ****145.00

Enclosed are two originals of the above limited partnership to be filed with your office. I also enclose check for \$145.00 to cover the cost of the filing fee (\$52.50), one certified copy (\$52.50), designation of Resident Agent fee (\$35.00), and one Certificate of Good Standing (\$5.00).

Please file this limited partnership and return the certified copy and Certificate of Good Standing to this office as soon as possible. If you need anything further in order to complete this matter, please do not hesitate to contact our office.

Thank you for your assistance in this matter.

Very truly yours,

Carolyn S. Redman

Carolyn S. Redman, CPS, TAY
 Secretary

Name	3/23/95
Availability	due
Document Examiner	DCC
Specialist	CSR
Number of Enclosures	2
Administrative Fee	
W.P. Fee	

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FILED
 APR 15 1995
 TALLAHASSEE, FL

RECORDED

TC
 \$950.00

W95000006431

Law Offices
WHEELER & TRAVISS, P.A.

147 Avenue A Northwest
P. O. Box 1390
Winter Haven, FL 33882-1390

Telephone 813-294-7401
Fax 813-294-0220

Irving W. Wheeler
James J. Traviss

March 29, 1995

Secretary of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

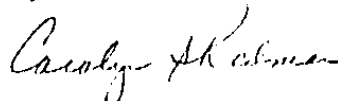
Attention: Diane Cushing, Corporate Specialist

RE: REBECCA, LTD. LIMITED PARTNERSHIP
Ref. Number W95000006431

Dear Ms. Cushing:

Pursuant to my telephone call to you and your letter of March 23, 1995, I am returning the above referenced limited partnership. You will note on page 2, paragraph 3.1, the mailing address is specifically set forth in addition to the place of business. I also enclose a copy of your letter as requested together with a check for \$3.75 for the additional fee. Please call our office if you should need anything further in order to have this limited partnership filed as soon as possible.

Very truly yours,



Carolyn S. Redman, CPS
Secretary

csr

Enclosures



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

March 23, 1995

CAROLYN S. REDMAN
WHEELER & TRAVISS, P.A.
P.O. BOX 1396
WINTER HAVEN, FL 33882-1396

SUBJECT: REBECCA, LTD.
Ref. Number: W95000006431

We have received your document for REBECCA, LTD. and your check(s) totaling \$145.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 620.108, Florida Statutes, requires that limited partnership certificates include the mailing address in addition to the principal place of business address. Please correct your document accordingly. If the mailing address and principal place of business are one and the same, please be sure this is clearly reflected in your document.

Section 620.108(2), Florida Statutes, does not provide for an effective date prior to the date of filing.

You have requested a certificate of status, the fee for that is \$8.75. We will need an additional \$3.75. I'm enclosing our forms that are used to file the certificate of limited partnership. We do not require the agreement documents.

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 (904) 487-6913.

Diane Cushing
Corporate Specialist

Letter Number: 895A00013102

REBECCA, LTD

LIMITED PARTNERSHIP AGREEMENT

On March 10, 1995, GEORGE T. WHEELER of 1440 Citrus Dr., Wauchula, FL 33873 (General Partner), GEORGE T. WHEELER, of 1440 Citrus Dr., Wauchula, FL 33873 (Limited Partner), and JANICE P. WHEELER, of 1440 Citrus Dr., Wauchula, FL 33873 (Limited Partner), entered into the following limited partnership agreement

RECITALS.

A. The Partners all desire to enter into an agreement (the "Agreement") to establish a limited partnership ("the Partnership") under the Florida Revised Uniform Limited Partnership Act;

B. The Partners desire that the Partnership transact certain business and make certain investments and that they all share in the risks, benefits, profits and losses of these businesses and investments;

C. The Partners desire that GEORGE T. WHEELER be the sole General Partner and that all of the other Partners be Limited Partners

AGREEMENTS:

**SECTION I
Definitions**

1.1. Agreement. The "Agreement" is the **REBECCA, LTD., LIMITED PARTNERSHIP AGREEMENT**, as amended from time to time. The Agreement shall include Schedule A as it may be amended from time to time.

1.2. Certificate. The "Certificate" is the certificate of limited partnership filed on behalf of **REBECCA, LTD.**, as may be amended from time to time.

1.3. General Partner. The "General Partner" shall refer to **GEORGE T. WHEELER**, or any successor general partner

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11:15

1.4. Limited Partner. A "Limited Partner" and the "Limited Partners" shall refer to one (1) or more of the persons whose names are listed on Schedule A to the Agreement as being Limited Partners

1.5. Net Cash Flow. Net cash flow is the Partnership's taxable income, increased by: (1) any depreciation or depletion deductions taken into account in computing taxable income and (2) any nontaxable income or receipts (other than capital contributions and the proceeds of any Partnership, and reduced by: (1) any principal payments on any Partnership debts, (2) expenditures to acquire or improve Partnership assets, and (3) proceeds from the sale or exchange of partnership assets.

1.6. Partners. The "Partners" or a "Partner," when used without the words "General" or "Limited," shall refer to both the General and Limited Partners.

1.7. Partnership. The "Partnership" is REBECCA, LTD.

1.8. Partnership Capital. The "Partnership Capital" is the total of the Partners' capital contributions.

1.9. Partnership Interests. The "Partnership Interests" are the relative interests of the individual Partners in the Partnership, as indicated on Schedule A.

1.10. Transfer. A "Transfer" of a partnership interest includes any sale, pledging, encumbering, giving, bequeathing, or other transferring or disposing of, or permitting to be sold, encumbered, attached, or otherwise disposed of or have ownership changed in any manner, whether voluntarily, involuntarily, or by operation of law, other than to another partner.

SECTION 2 Name

The Partnership's name is REBECCA, LTD.

SECTION 3 Place of Business and Registered Agent

3.1. Place of Business. The Partnership's principal place of business is at 1440 Citrus Dr., Wauchula, FL 33873, and the mailing address of the partnership is 1440 Citrus Drive, Wauchula, FL 33873. The General Partner may from time to time change the Partnership's principal place of business to another location and add additional places of business.

3.2. Registered Agent. GEORGE T. WHEELER, the General Partner and a resident of Florida, shall be the Partnership's registered agent. The registered agent's business address is and shall be within the state of Florida

SECTION 4
Business

The Partnership's purpose is owning, developing, leasing, managing, and selling of such real property as the General Partner may purchase on behalf of the Partnership, and the conduct of any other business which shall be legal for a limited partnership to conduct in Florida.

SECTION 5
Term

5.1. Initial Term. The Partnership begins on the date of this Agreement and ends on December 31, 2045, unless terminated earlier

5.2. Extension. The Partnership may be continued beyond its scheduled termination date by an affirmative vote of the Partners holding a majority of the Partnership Interests. However, at any time after the scheduled termination date, any Limited Partner may withdraw his or her capital account by written request to the General Partner, who shall cause the Partnership to distribute such capital account within thirty (30) calendar days of the receipt of such written request.

SECTION 6
Capital and Partnership Interests

6.1. Each Partner's Share. Each Partner owns that share of the total Partnership Capital in proportion to his or her Partnership Interest. Each Partner has the unilateral right to withdraw his or her Capital Account at any time, and thereby terminate his or her interest in the Partnership.

6.2. Initial Capital Contribution. The amount of each Partner's capital contribution is set forth in Schedule A.

6.3. Additions. No Partner will be required to make any additional capital contributions without his consent.

6.4. Adjustments. Each Partner's capital account shall be adjusted whenever necessary, to reflect (1) his or her distributive share of Partnership profits and losses, including capital gains and losses, (2) his or her additional contributions to the Partnership, and (3) distributions made by the Partnership to the Partner. A Partner's loans to the Partnership are not to be added to his or her capital account.

6.5. No Interest Paid. No Partner shall receive any interest on his or her capital contributions or Partnership Interest.

SECTION 7
Profits, Losses and Cash Flow

7.1 Profits and Losses. The Partnership's net profits and losses shall be computed in accordance with generally accepted accounting principles, consistently applied. The Partnership's net profits and losses, and every section of income, deduction, gain, loss, and credit therein, shall be allocated proportionately among the Partners according to their Capital Accounts. No Partner has priority over any other Partner as to Partnership profits. Notwithstanding any other provision of this Section 7.1, income, gain, loss, and deductions with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable Treasury regulations.

7.2 Assignment or Death. In the event of an assignment of a Partnership Interest or of a Partner's death, retirement, or expulsion, profits and losses shall be allocated based on the number of days in the particular year during which each Partner owned his or her Partnership Interest, or on any other reasonable basis consistent with applicable United States tax laws and regulations.

7.3 Cash Flow. The General Partner shall cause the Partnership to distribute its Net Cash Flow to the Partners at least annually. All distributions of Partnership Net Cash Flow shall be distributed to the Partners in proportion to their Capital Accounts.

SECTION 8
Management and Operations

8.1 Limited Partners. The Limited Partners (other than a Limited Partner who is also a General Partner) shall take no part in and have no vote respecting the Partnership's management and operations.

8.2 General Partner. The General Partner has the full and exclusive power on the Partnership's behalf, in its name, to manage, control, administer and operate its business and affairs and to do or cause to be done anything he deems necessary or appropriate for the Partnership's business, including (but not limited to) the power and authority to: (1) sell real or personal property to any person, giving any warranties or assurances deemed appropriate; (2) buy, lease, or otherwise acquire real or personal property to carry on and conduct the Partnership's business; (3) borrow money for the Partnership's business; (4) issue promissory notes and other debt instruments (negotiable or nonnegotiable), in any amounts and secured by any encumbrance on all or any part of the Partnership's assets; (5) assign any debts owing to the Partnership; (6) engage in any other means of financing; (7) enter into any agreement for sharing of profits and joint venture with any person or entity engaging in any business or venture in which this Partnership may engage; (8) manage, administer, conserve, improve, develop, operate, lease, utilize, and defend the Partnership's assets, directly or through third parties; (9) execute any type of agreement or instrument in connection with

any other Partnership power, (10) employ all types of agents and employees (including lawyers and accountants) as may seem proper, (11) buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with any Partnership business, (12) incur any reasonable expense for travel, telephone, telegraph, insurance, taxes, and such other things, in carrying on the Partnership's business, (13) sue and be sued, complain and defend in the Partnership's name of and on its behalf, and (14) quitclaim, release or abandon any Partnership assets with or without consideration

8.3 Compensation. The General Partner shall be entitled to reasonable compensation for his or her management of the Partnership's business

8.4 Expenses. All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including (but not limited to) overhead, administrative and travel expenses, and professional, technical, administrative, and other services, will be reimbursed by the Partnership

8.5 Tax Matters Partner. The General Partner shall also be the tax matters partner and, as such, shall be solely responsible for representing the Partnership in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the General Partner shall keep the other Partners reasonably informed of any Partnership dealings with any tax agency

SECTION 9 Books and Records

9.1 General. The Partnership's books and records will be kept on the cash method of accounting and in accordance with generally accepted accounting principles consistently applied, and shall reflect all Partnership transactions and be appropriate and adequate for all Partnership business. The Partnership books shall also be kept on a fiscal year ending December 31. The Partnership's records shall be maintained at 1440 Citrus Dr., Wauchula, FL 33873

9.2 Financial Statements. Within a reasonable period after the close of each fiscal year, the General Partner, at the Partnership's expense, will give a written report to each other Partner indicating such Partner's share of the Partnership income, which requirement may be satisfied by giving each Partner a copy of any tax form which includes such information.

SECTION 10 Banking

All Partnership funds will be deposited in its name in such accounts as the General Partner designates. The General Partner can authorize other persons to draw checks on Partnership bank accounts, but such authority must be in writing and one (1) or more of the Partners may require that such persons be bonded. Each bank in which a Partnership account is maintained is relieved of any

responsibility to inquire into the Partners' authority to deal with such funds, and absolved of all liability with respect to withdrawals from such Partnership accounts by any person duly authorized by the General Partner

SECTION 11 Tax Elections

No election shall be made to exclude the Partnership from the application of the provisions of Subchapter K of the United States Internal Revenue Code ("the Code") or from any similar provisions of state tax laws. If a Partnership Interest is transferred, a Partner dies, or Partnership assets are distributed to a Partner, the General Partner may, in his or her discretion, cause the Partnership to elect to cause the basis of the Partnership's assets to be adjusted for federal income tax purposes under Code Sections 734 and 743

SECTION 12 Transfer of Partnership Interests

12.1 Right of First Refusal. The Partners do not want Partnership Interests to be made generally available to persons other than the present Partners. Therefore, the parties agree that no Partner will Transfer any of his or her Partnership Interest except in accordance with the terms of this Section 12 or with the prior written consent of all of the other Partners. No attempted Transfer of any Partnership Interest not in accordance with the terms of this Section 12 or the prior written consent of all other Partners shall be valid or reflected on the Partnership's books

12.1.1 Any Partner who wishes to Transfer any of his or her Partnership Interest, or who has reason to believe that an involuntary Transfer or a Transfer by operation of law is reasonably foreseeable, shall first give each other Partner written notice of his or her intent to Transfer such offered Partnership Interest or of his or her knowledge that such involuntary Transfer or Transfer by operation of law is reasonably foreseeable. Such notice must contain a description of what portion of his or her total Partnership Interest that will be so Transferred, the consideration that will be paid (if any), and the terms of Transfer and of any payment of consideration (including, but not limited to, the relative percentages of cash and debt, and the duration, interest rate, and payment schedule of any debt instruments), and the name, address (both home and office), and business or occupation of the person to whom such Partnership Interest would be transferred, and any other facts which are or would reasonably be deemed material to the proposed Transfer.

12.1.2. Upon the receipt of such notice, each other Partner shall have a right to buy a proportionate share of the offered Partnership Interest. Each Partner may buy a share of such Partnership Interest with the same proportion to the whole of such Partnership Interest as his or her own Partnership Interest bears to those of all Partners (except the transferring

Partner) Each Partner may exercise this right of first refusal by giving the transferring Partner written notice within thirty (30) calendar days after receipt of the latter's notice

12.1.3 If the Partners do not agree to buy all of the offered Partnership Interest, the transferring Partner may complete the intended Transfer. If such Transfer is not completed within thirty (30) calendar days after expiration of the last exercise period, any attempted Transfer will be deemed pursuant to a new offer and this section shall again apply

12.1.4 If the proposed Transfer for which notice is given under Section 12.1.1 is a Transfer for value, and if the proposed transferee proposes to make payment in cash, debt instruments, or any type of property for which there is a national or regional public market (including, but not limited to, stocks, bonds, or other securities regularly traded on a regional or national exchange or over-the-counter), then each Partner who elects to buy part of the offered Partnership Interest under this Section 12.1 shall do so at the same purchase price and terms, proportionately, as were contained in the transferring Partner's written notice of intent to Transfer

12.1.5 If the proposed Transfer is not described in Section 12.1.4, then each Partner who elects to buy all or any part of the offered Partnership Interest under this Section 12.1 shall do so at its fair market value. The fair market value of such Partnership Interest shall be determined by an independent appraisal performed by the Certified Public Accountant regularly employed to prepare the tax returns of the Partnership or, if there be no such Certified Public Accountant, by another Certified Public Accountant selected by the General Partner, whose decision in this matter shall be conclusive. Such purchase price shall be paid at the closing for the sale of such Partnership Interest, as follows: one-quarter (1/4) of such purchase price in cash at such closing, and the balance in twenty (20) equal quarterly principal payments beginning three months after the date of such closing, with simple interest added to each installment, computed against the outstanding principal balance at the prevailing prime interest rate (Wall Street Journal Prime), on the date of such closing. The buyer will give the selling Partner a promissory note as evidence of this debt, and the buyer may prepay all or any part of the principal balance of the note at any time without penalty or premium.

12.1.6 The purchase of a Partnership Interest pursuant to this Section 12 will take place at a closing to be held not later than the tenth (10th) day after the earlier of: (1) the date on which the Partners' purchase options all have expired; or (2) the earliest date on which the Partners in the aggregate exercise their purchase options, if any, to buy all of the offered Partnership Interest. The closing will be held during normal business hours at the Partnership's principal business office, or at any other place to which the parties agree. At the closing, the buyer will pay for the Partnership Interest and the Partnership will change its books to indicate the change of Partnership Interests. If the transferring Partner is not present at the closing, then the buyer shall deposit the purchase price by check, note, or both, as this Section 12 requires, with any state or federally chartered bank in Wauchula, Florida, as escrow agent, to be paid to the transferring Partner as soon as is reasonably practicable, less an appropriate fee to the Partnership (not to exceed five hundred dollars (\$500)) to pay for

the additional administrative costs, and the Partnership will adjust its books to reflect that these Partnership Interests have been Transferred.

12.2. Condition Precedent to Admission of Substitute Partner. Notwithstanding the provisions of Section 12.1, no person to whom a Partnership Interest is properly transferred shall be substituted as a new Partner in place of the transferring Partner until (1) he has agreed in a writing delivered to the General Partner, to assume all of the obligations and undertakings of the transferor under this Agreement, and (2) he has paid to the General Partner a fee not to exceed five hundred dollars (\$500.00) to cover costs of preparing, executing and recording all pertinent documents.

SECTION 13 Amendments

This Agreement may be amended only with the unanimous consent of the Partners.

SECTION 14 Admission and Expulsion of Limited Partners

14.1. Admission of New Limited Partners. A person may be admitted as a Limited Partner by the decision of the General Partner, provided that he consent in writing in a form satisfactory to the Partners, to be bound by this Agreement.

14.2. Expulsion of Limited Partners. Any Limited Partner may be expelled from the Partnership on the decision of the General Partner. Upon the expulsion of any Partner, the Partnership shall be required to pay to such Partner an amount equal to the fair market value of such expelled Partner's Partnership Interest. The fair market value of such expelled Partner's Partnership Interest shall be determined by an independent appraisal performed by the Certified Public Accountant regularly employed to prepare the tax returns of the Partnership or, if either there be no such Certified Public Accountant or such Certified Public Accountant be unacceptable to the expelled Partner (as indicated by such expelled Partner's written protest delivered to the General Partner within five days of such expelled Partner's knowledge of his or her expulsion), by another Certified Public Accountant selected by the General Partner, whose decision in this matter shall be conclusive.

SECTION 15 Limited Partner's Death, Insanity, or Incompetency

A Limited Partner's death, adjudication of insanity, or incompetence will not dissolve the Partnership. Rather, the executors or administrators of the estate of the deceased Limited Partner,

or the committee or other legal representatives of the estate of the insane or incompetent Limited Partner, will have the same rights (subject to the same limitations) as the deceased, insane or incompetent Limited Partner, and shall be subject to the provisions of Section 12.2 subject to assigning the interest of the deceased, insane or incompetent Limited Partner.

SECTION 16 Dissolution

16.1 Causes for Dissolution. The Partnership shall be dissolved upon any of the following events:

16.1.1. The General Partner's death, disability, withdrawal or adjudication of bankruptcy, or the occurrence of any other event causing dissolution of a Limited Partnership under state law. However, if, within six (6) months from the General Partner's withdrawal, dissolution, or adjudication of bankruptcy, if the other Partners elect to continue the Partnership, then: (a) the Partnership will not be dissolved and it will continue under this Agreement; and (b) the remaining Limited Partners will elect a new General Partner (and the Agreement and certificate will be amended); and (c) the Partnership Interest of the former General Partner will be converted into a Limited Partnership Interest, and such former General Partner (or his or her trustee in bankruptcy, successors or assigns, or other personal or legal representatives) will be a Limited Partner.

16.1.2. Whenever the General Partner and those of the Limited Partners holding a majority of the Partnership Interests of all Limited Partners agree in writing that it be dissolved.

16.2. Upon Dissolution. Upon its dissolution, the Partnership will terminate and immediately commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation in the same manner and proportions as they did before dissolution. The Partnership's assets may be sold, if a price deemed reasonable by the Partners may be obtained. The proceeds from liquidation of Partnership assets shall be applied as follows:

16.2.1. First, all of the Partnership's debts and liabilities to persons other than Partners shall be paid and discharged in the order of priority as provided by law;

16.2.2. Second, all debts and liabilities to Partners shall be paid and discharged in the order of priority as provided by law;

16.2.3. Third, all remaining assets shall be distributed proportionately among the Partners in the ratios of their respective Partnership interests.

16.3 Gain or Loss. Any gain or loss on the disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in proportion to their Partnership Interests, provided, however, that gain or loss with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable Treasury regulations. Any property distributed in kind in the liquidation shall be valued and treated as though it 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 a gain or loss on the sale of property, and shall be credited or charged to the Partners accordingly.

16.4 Partnership Assets Sole Source. The Partners shall look solely to the Partnership's assets for the payment of any debts or liabilities owed by the Partnership to the Partners and for the return of their capital contributions and liquidation amounts. If the Partnership property remaining after the payment or discharge of all of its debts and liabilities to persons other than Partners is insufficient to return the Partners' capital contributions, they shall have no recourse therefor against the Partnership or any other Partners, except to the extent that such other Partners may have outstanding debts or obligations owing to the Partnership.

16.5 Winding Up. The winding up of Partnership affairs and the liquidation and distribution of its assets shall be conducted by the Partners, who are hereby authorized to do any and all acts and things authorized by law in order to effect such liquidation and distribution of the Partnership's assets.

SECTION 17 Power of Attorney

17.1 General. To facilitate the simple operation of the Partnership's business and to avoid frustration of the purposes of the Partnership by minority Partners refusing to cooperate to enforce this Agreement, each Limited Partner names the General Partner as his or her attorney-in-fact, and gives the General Partner full power and authority, in the place of the Limited Partner, to file and record (1) any amendment to the certificate of Partnership, (2) any documents of any kind required by any state in which the Partnership is doing business, (3) any other documents deemed advisable by the General Partner, (4) any documents required to continue the Partnership, admit additional or substituted Partners, dissolve or terminate the Partnership or any interest in it, (5) any documents required to obtain or settle any loan, and (6) any documents which may be required to transfer any Partnership assets.

17.2 Power With an Interest. The power of attorney granted under Section 17.1. (1) is a power coupled with an interest; (2) is irrevocable and survives the Partner's incompetency; (3) may be exercised by any General Partner by a facsimile signature or by listing all of the Limited Partners executing the instrument with a signature of the General Partner as the attorney-in-fact for all of them; and (4) survives the assignment of the Limited Partner's interest, and empowers the General Partner to act to the same extent for such successor Limited Partner.

SECTION 18
Miscellaneous

18.1 Notices. Notice or payment required or permitted under this Agreement shall be given and served either by personal delivery to the party to whom it is directed, or by registered or certified mail, postage and charges prepaid, and if it is sent to a Partner, addressed with his address as it appears on the records of the Partnership. Any notice is deemed given on the date on which it is personally delivered, or, if mailed, on the date it is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as required in this Section 18.1. Any Partner may change his or her address for all purposes of this Agreement by giving notice in writing, stating his or her new address to the General Partner. Such a change of address will be effective fifteen (15) days after the notice is received by the General Partner.

18.2 Non-Waiver. Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

18.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

18.4 Good Faith. The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, will not subject such Partner or the Partnership to any liability, if done pursuant to advice of the Partnership's legal counsel or in good faith to promote the Partnership's best interests.

18.5 Governing Law. This Agreement is to be construed according to the laws of Florida.

18.6 Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the parties may have.

18.7 Other Activities. Every Partner may also engage in whatever activities he chooses without having or incurring any obligation to offer any interest in such activities to any party hereof.

18.8 Confidentiality. No Partner may, without the General Partner's express written consent divulge to others any information not already known to the public pertinent to the services, clients, customers or operations of the Partnership, whether before or after the Partnership's dissolution.

18.9 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one (1) agreement.

18.10 Waiver of Partition. Each of the parties waives during the term of the Partnership any right that he may have to maintain any action for partition with respect to the Partnership's property or assets

18.11 Binding Terms. The terms of this Agreement are binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns

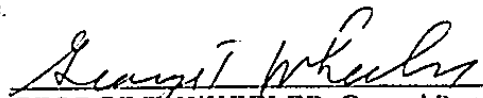
18.12 Personal Property. The interests of each Partner in the Partnership are personal property.

18.13 "Days" Defined. For purposes of this Agreement, any reference to a "day" or "days" means a calendar day, including any days which fall on legal holidays or weekends.

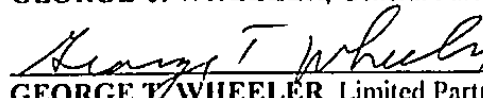
18.14 Gender and Number. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

18.15 Loans to Government. So long as the limited partnership has a loan made or insured by the United States of America acting through the Farmers Home Administration herein called "the Government", the partners will not change the partner(s) nor permit the general partner(s) to maintain less than a five percent (5%) financial interest in the partnership nor cause or permit voluntary dissolution of the partnership nor cause or permit any transfer or encumbrance of title to the partnership real estate or any part thereof or interest therein, by sale, mortgage, lease or otherwise nor alter, amend or repeal the limited partnership agreement without the written consent of the Government.

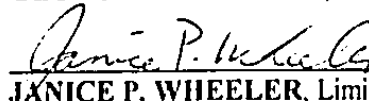
IN WITNESS WHEREOF, the undersigned have executed this Agreement of Partnership, under seal, on the date written above.



GEORGE T. WHEELER, General Partner (Seal)



GEORGE T. WHEELER, Limited Partner (Seal)



JANICE P. WHEELER, Limited Partner (Seal)

ACCEPTANCE BY REGISTERED AGENT

George T. Wheeler hereby accepts the designation as registered agent for REBECCA, LTD. LIMITED PARTNERSHIP.

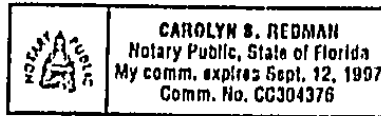
George T. Wheeler
George T. Wheeler, Registered Agent

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10th day of March, 1995, by GEORGE T. WHEELER AND JANICE P. WHEELER, who are personally known to me.

Carolyn S. Redman
CAROLYN S. REDMAN, NOTARY PUBLIC

MY COMMISSION EXPIRES:



SCHEDULE A

Partner		% of Interest	Capital Contributions
General	George T. Wheeler 1440 Citrus Drive Wauchula, Florida 33873	5%	\$50.00
Limited	Janice P. Wheeler 1440 Citrus Drive Wauchula, Florida 33873	95%	\$950.00

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