

**LAW OFFICES
HOEQUIST & HAND**
*An Association of Attorneys & Professional Association
Not a Partnership*

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Bonnie M. Dalk GAVE

AUTHORIZATION BY INCHIE TO
COMMENT Yelle, not by a lot T.C.,
off. (place)

DATE 7/8/96
DOC EXAM alt 10
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Dear Secretary:

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~~Very truly yours~~

Ronald M. Hand, Esq.

RMH/st
enclosures

101-531

6/10/1964

12/29/94

Requested
75 filed date - 12/27/96
- 1/8/96

FILING 1350
C. COPY 62 50
R. AGENT 35 00
TOTAL 437 50
BALANCE DUE \$ _____
\$ _____

Recd - 7 (post marked
10/19/95 - mailed to
5m in Capitol
Bldg.) -
Hlt

Name	Goff
Availability	Goff
Room Rent	Goff
Examiner	Goff
Inspector	Goff
Clerk	Goff
Verifier	Goff
Notary Public	Reynolds
W. H. Verifier	Goff

new FLUP

Reply to P.O. Box 422637 ♦ Kissimmee, FL 34741 ♦ 407-846-6133 ♦ Fax: 407-846-3664

Unit 1/8/96

CERTIFICATE OF LIMITED PARTNERSHIP
AND AFFIDAVIT OF CAPITAL CONTRIBUTIONS

The undersigned Partners hereby make and file this Certificate of Limited Partnership for GOLF DATATECH, LTD., hereinafter referred to as the Partnership.

1. Name of Partnership. The name of the Partnership is GOLF DATATECH, LTD.

2. Character of Business. The business and purpose of the Partnership is to conduct business and any other lawful activity that the general partner deem advisable. The above enumerated purposes shall not be construed as limiting or restricting in any manner the purposes in which this partnership may engage, and the partnership shall always have the power to engage in any purpose incidental to the specific purposes designate above, and to carry on such other activities in furtherance of the purpose as are not prohibited by law.

3. Mailing Address and Location of Principal Place of Business and Registered Agent. The mailing address and principal place of business of the Partnership shall be located at 2788 Kissimmee Bay Circle, Kissimmee, Florida 34744, or at such other place or places as the General Partners may, from time to time, determine, and the name of its initial Registered Agent is Ronald M. Hand, 418 West Bryan Street, Kissimmee, Florida 34741.

4. Name and Place of Residence of Partners.

EFFECTIVE DATE
12/29/95

(a) The names and addresses of the General Partners are as follows:

STINE GOLF ENTERPRISES, INC. (PH/00000007)
2788 Kissimmee Bay Circle
Kissimmee, Florida 34744

(b) The names and places of residence of the Limited Partners are:

THOMAS STINE
2788 Kissimmee Bay Circle
Kissimmee, Florida 34744

DAVID E. OVERMYER
6 Pinewood Way
Mattapoisett, Mass. 02739

5. Term. The Partnership and the limitation of liability of Limited Partners shall commence on December 29 1995. The Partnership shall continue until December 31, 2005, unless sooner terminated as provided in the Agreement of Limited Partnership.

6. Contribution of Limited Partners. The Limited Partners shall contribute the following

to the capital of the Partnership:

Cash: \$25,000.00, each, for a total of \$50,000.00.

Property: None

7. Additional Contributions. Unless the Partnership Agreement provides to the contrary, the Limited Partners shall have no responsibility or liability for additional contributions to the capital of the Partnership. The total amount contributed and anticipated to be contributed by the limited partners is: \$50,000.

8. Return of Contributions. The contribution of each Partner is to be returned upon termination of the Partnership.

9. Division of Profits. Net profits and losses of the Partnership for any year shall be allocated to Partners in accordance with the Partnership Agreement.

10. Assignee of Limited Partner. No Limited Partner shall have a right to substitute an assignee as a contributor in his or her place except with the prior written consent of the General Partners and as provided in the Partnership Agreement.

11. Additional Limited Partners. No additional Limited Partners may be admitted, except with the consent of the General Partner and in accordance with the Partnership Agreement.

12. Right of Priority. No Limited Partner shall have the right to priority over any other Limited Partner with respect to contributions or with respect to compensation by way of income.

13. Continuation of Business of Partnership. In the event of the death, incompetency, bankruptcy, or retirement of any General Partner, the business of the Partnership shall be continued by the remaining General Partners, and if there are none, and if the Limited Partners do not admit a new General Partner or Partners to the Partnership within ninety days, the business will not continue and the Partnership will terminate as provided in the Partnership Agreement.

14. Return of Contribution Other Than Cash. No Limited Partner shall have the right to demand and receive property other than cash in return for his or her contribution, but in the discretion of the General Partners there may be distributions in kind.

15. Contribution of General Partners. The General Partners shall contribute the following services to the capital of the Partnership: Management and expertise.

16. Withdrawal. Any General or Limited Partner may withdraw from the Partnership on or after December 31, 2005. On withdrawal, the withdrawing General or Limited Partner

will be entitled to receive a distribution in accordance with the terms and conditions of the Partnership Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the 20th day of NOVEMBER, 1995.

GENERAL PARTNER

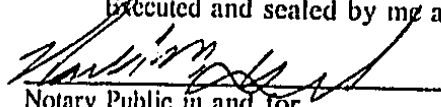
STINE GOLF ENTERPRISES, INC.

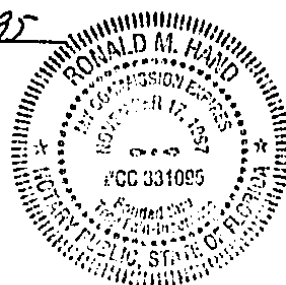
By: 

State of Florida }
County of Osceola }

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared THOMAS STINE, known to me to be or who proved to my satisfaction that he is the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same. An oath was not taken and the deponent showed a Florida Driver's License as identification.

Executed and sealed by me at Kissimmee, Florida on 11/20, 1995

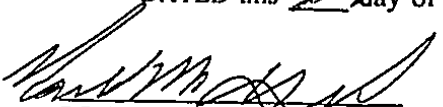

Notary Public in and for
The State of Florida
My commission expires:



ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment of Registered Agent of GOLF DATATECH, LTD. which is contained in the foregoing Certificate of Limited Partnership.

DATED this 20th day of NOV, 1995.


RONALD M. HAND
REGISTERED AGENT

CHWPSI PARTNER GOLF, LTD.