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LAW OFFICES

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GAINESVILLE, FLORIDA 32608-7124

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MEMBER - NATIONAL NETWORK OF ESTATE PLANNING ATTORNEYS
BOARD CERTIFIED REAL ESTATE LAWYER

May 21, 1996

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

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The undersigned, pursuant to the provisions of the Florida Limited Partnership Act hereby requests that the following Limited Partnership be registered as required by State law.
Enclosed are:

1. Certificate of Limited Partnership, in duplicate.
2. Two Affidavits of Capital Contributions
3. A Check for \$1,785.00 in payment of the filing fee is enclosed, which includes \$1,750.00 for filing fee and \$35.00 for designation of registered agent.
4. Stamped return envelope

Please return the duplicate Certificate with your acknowledgement in the enclosed envelope, addressed to Michael Tillman. Should you have any questions, please contact Michael Tillman, Esq., at 904-376-8600.

Thank you for your assistance.

Mark V. Barrow

Mark V. Barrow
224 N.E. 10th Avenue
Gainesville, FL 32601

FAWORD\BARROW\603

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Name	Availability
Document	Examination
W P Verity	KLM

FILED
96 MAY 29 PM 2 50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

5-29

CERTIFICATE OF LIMITED PARTNERSHIP
OF THE
BARROW FAMILY LIMITED PARTNERSHIP
A Florida Limited Partnership

The undersigned does hereby certify that a Florida Limited Partnership Agreement was signed on the 23rd day of May, 1996, at Gainesville, Florida, and a Florida Limited Partnership was formed pursuant to the terms of the Florida Revised Uniform Limited Partnership Act as follows:

1. Name. The name of this Limited Partnership is The BARROW Family Limited Partnership.

2. Business. The Limited Partnership may hold, manage, develop, exchange, and/or lease real estate, buy and sell both real and personal property including options, rights, intangibles and undivided interests in property, hold other investment assets. There is no geographical or jurisdictional restriction upon the location of an investment property or activity. The Limited Partnership may lease property which it owns or needs and may sublease property which it acquires under another lease. It may borrow and lend money, with or without interest or collateral. Furthermore, the Limited Partnership may engage in and/or conduct any lawful business or investment activities.

3. Principal Place of Business, Records Location and Registered Office. The location of the principal place of business and records location of the Limited Partnership, and its business mailing address is:

MARK V. BARROW
224 N.E. 10th Avenue
Gainesville, FL 32601

The location of the registered office of the Limited Partnership is:

224 N.E. 10th Avenue
Gainesville, FL 32601

4. Appointment and Consent to Serve as Registered Agent. The registered agent for service for this Limited Partnership is MARK V. BARROW, whose address is:

224 N.E. 10th Avenue
Gainesville, FL 32601

I, MARK V. BARROW, a natural person and resident of the state of Florida, accept the appointment as agent of The BARROW Family Limited Partnership upon whom process, notices and demands may be served, whose principal place of business and records are located at the address stated above. I understand that as agent it will be my responsibility to receive service of process, to forward mail, and to immediately notify the Office of the Secretary of State in the event of my resignation or of any changes in the Registered Office Address.


MARK V. BARROW, Registered Agent

5. The Partners. The General Partner of this Limited Partnership is:

MARK V. BARROW and MARY B. BARROW, Trustees, or their successors in trust, under the MARK V. BARROW IRREVOCABLE MANAGEMENT TRUST.

Residence and Mailing Address:

224 N.E. 10th Avenue
Gainesville, FL 32601

The Limited Partnership shall also have such Limited Partners as are named in the Limited Partnership Agreement.

6. Term. The Partnership shall begin on the date this Certificate of Limited Partnership is filed with the Secretary of the State of Florida and shall end on December 31, 2040, unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Limited Partnership. No Limited Partner shall have the right to dissolve or terminate the Limited Partnership except upon the affirmative vote of one hundred percent (100%) in interest of all Partners.

9. Profits. All annual net profits of the Limited Partnership may be distributed annually and shall be divided among the Partners in the same proportions as the Partners' then constituted partnership interest, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner is prohibited from selling, assigning, transferring, encumbering, or otherwise disposing of any interest in this Limited Partnership, its property, or its assets, without the written consent of all of the Partners, both General and Limited, and only after such Limited Partner gives to the Limited Partnership and other Partners an opportunity to purchase such interest, as explained in detail in the Limited Partnership

Agreement. The assignee, purchaser, or transferee of the whole or any portion of a Limited Partner's interest in the Limited Partnership shall not become a substituted limited partner unless all General and Limited Partners (except the assignor, seller, or transferor) consent thereto. The assignor, seller, or transferor of a Limited Partnership interest shall not have the right to make his or her assignee, purchaser, or transferee a substituted Limited Partner. Furthermore, such assignee, purchaser, or transferee shall not become a substituted Limited Partner unless and until all provisions of the Partnership Agreement are complied with and expressly agreed to.

11. Additional Limited Partners. The General Partners may admit additional limited partners with the consent of all the Partners.

12. Priority Among Limited Partners. No one Limited Partner has priority over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement, insanity, or legal incapacity of the last surviving or serving General Partner, the Limited Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes incompetent to adequately manage his or her affairs as determined by written affidavits signed and acknowledged by two licensed physicians, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Limited Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed.

The Partners in the Limited Partnership have initially contributed their interest in the property as set forth in Schedules "A" or "B" of the Partnership Agreement.

DATED: May 23, 1996

GENERAL PARTNER:


MARK V. BARROW, Trustee


MARY B. BARROW, Trustee

STATE OF FLORIDA }
 }
COUNTY OF ALACHUA } ss

BEFORE ME, the undersigned Notary, on this day personally appeared MARK V. BARROW and MARY B. BARROW, Trustees of the MARK V. BARROW IRREVOCABLE MANAGEMENT TRUST, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on May 23, 1996.


Notary Public



MICHAEL TILLMAN
MY COMMISSION # CC371831 EXPIRES
May 11, 1998
NOTARY PUBLIC STATE OF FLORIDA

Notary Stamp
F:\WORD\BARROW\101

STATE OF FLORIDA)
)ss.
COUNTY OF ALACHUA)

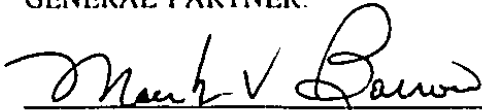
AFFIDAVIT OF CAPITAL CONTRIBUTIONS

BEFORE ME, the undersigned, personally appeared MARK V. BARROW and MARY B. BARROW, Trustees, or their successors in trust, under the MARK V. BARROW IRREVOCABLE MANAGEMENT TRUST dated May 23, 1996, as the sole General Partner of The BARROW Family Limited Partnership, a Florida limited partnership, hereinafter referred to as the "Partnership," who, upon being duly sworn, certified as follows:

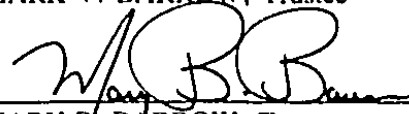
1. The total amount of capital contributions to the Partnership made by the General Partners is, in the aggregate, \$ 2,900,000.
2. At this time, it is not anticipated that additional capital contributions will be made by the General Partners.

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

GENERAL PARTNER:



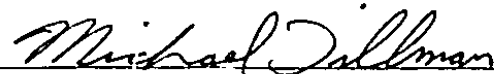
MARK V. BARROW, Trustee



MARY B. BARROW, Trustee

Sworn and subscribed to before me by MARK V. BARROW and MARY B. BARROW, Trustees, under the MARK V. BARROW IRREVOCABLE MANAGEMENT TRUST dated May 23, 1996, as General Partner, and who are personally known to me, on May, 23 1996.

Witness my hand and seal.



Notary Public.



MICHAEL TILLMAN
MY COMMISSION EXPIRES
MAY 11, 1999
RENEWED BY THE FLORIDA BAR ASSOCIATION

STATE OF FLORIDA)
)ss.
COUNTY OF ALACHUA)

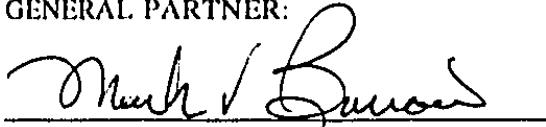
AFFIDAVIT OF CAPITAL CONTRIBUTIONS

BEFORE ME, the undersigned, personally appeared MARK V. BARROW and MARY B. BARROW, Trustees, under the MARK V. BARROW IRREVOCABLE MANAGEMENT TRUST dated May 23, 1996, as the sole General Partner of The BARROW Family Limited Partnership, a Florida limited partnership, hereinafter referred to as the "Partnership," who, upon being duly sworn, certified as follows:

1. The total amount of capital contributions to the Partnership made by the Limited Partners is, in the aggregate, \$ 25,000.00
2. At this time, it is not anticipated that additional capital contributions will be made by the Limited Partners.

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

GENERAL PARTNER:



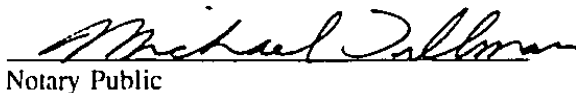
MARK V. BARROW, Trustee



MARY B. BARROW, Trustee

Sworn and subscribed to before me by MARK V. BARROW and MARY B. BARROW, Trustees, under the MARK V. BARROW IRREVOCABLE MANAGEMENT TRUST dated May 23, 1996, as General Partner, and who are personally known to me, on May, 23 1996.

Witness my hand and seal.


Notary Public



MICHAEL TILLMAN
MY COMMISSION # 00071031 EXPIRES
MAY 11 1999
EQUOLIFE TRUSTEES & ASSURANCE, INC.