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EFFECTIVE DATE

01/01/03

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02 DEC 27 AM 10 10
DIVISION OF CORPORATION
2002 DEC 30 PM 2:44
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

J. BRYAN DEC 30 2002

**CORPORATE
ACCESS,
INC.**

236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

WALK IN

PICK UP 12.27.02 Kelly

☒ CERTIFIED COPY _____

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PHOTO COPY _____

☒ FILING merger

1.) Gratiot Beech Investments, L.L.C.
(CORPORATE NAME & DOCUMENT #)

EFFECTIVE DATE

01/01/03

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS _____

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

ARDELL H. CLELAND LIMITED PARTNERSHIP, A FLORIDA ENTITY,
#A96000002092

INTO

GRATIOT BEECH INVESTMENTS, L.L.C.. entity not qualified in Florida

File date: December 30, 2002

Corporate Specialist: Joey Bryan



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

December 27, 2002

CORPORATE ACCESS, INC.

SUBJECT: ARDELL H. CLELAND LIMITED PARTNERSHIP
Ref. Number: A96000002092

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We have received your document for ARDELL H. CLELAND LIMITED PARTNERSHIP and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must reflect that the plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608 and/or 620, Florida Statutes.

Pursuant to section 608.438(3)(e), F.S., the plan of merger must provide the name(s) and address(es) of the manager(s) or managing member(s).

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) 245-6043.

Joey Bryan
Document Specialist

Letter Number: 202A00067622

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Corrected
Thanks
Glinda

**ARTICLES OF MERGER
OF
GRATIOT BEECH INVESTMENTS, L.L.C.,
As the Surviving Company
AND
ARDELL H. CLELAND LIMITED PARTNERSHIP,
As the Merged Company**

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TALLAHASSEE, FLORIDA
#A9600000

THESE ARTICLES OF MERGER by and between GRATIOT BEECH INVESTMENTS, L.L.C., a Michigan limited liability company (the "Surviving Company" and ARDELL H. CLELAND LIMITED PARTNERSHIP, a Florida limited partnership (the "Merged Company"), are hereby filed with the Department of State of the State of Florida by AC MANAGEMENT, INC., a Florida corporation, and RHC MANAGEMENT, INC., a Florida corporation, the only General Partners of the Merged Company, as follows:

ARTICLE I

Attached hereto as Appendix A is the Plan of Merger.

EFFECTIVE DATE

ARTICLE II

01/01/03

The Plan of Merger was approved by all of the parties to the merger in accordance with the applicable provisions of the Florida Revised Uniform Limited Partnership Act (1986), Chapter 620, Florida Statutes, as amended

ARTICLE III

The Plan of Merger was approved by the Surviving Company, the only other party to the Agreement of Merger, under the applicable laws of the State of Michigan, where the Surviving Company is formed.

ARTICLE IV

The effective date of the merger is 12:01 a.m., January 1, 2003.

ARTICLE IVA

Management of the Surviving Company is vested in Robert H. Cleland as manager, and his business address is 15838 Windmill Pointe, Cross Pointe, Michigan 48230.

ARTICLE V

1. The address of the principal office of the Surviving Company is:

175 Windwood Pointe
St. Clair Shores, Michigan 48080

2. The Surviving Company is deemed to have appointed the Secretary of State of Florida as the agent for service of process in a proceeding to enforce any obligations or the rights of dissenting partners of the Merged Company.

3. The Surviving Company has agreed to promptly pay to the dissenting partners of the Merged Company the amount, if any, to which they are entitled under Section 620.625 of the Florida Revised Uniform Limited Partnership Act (1986), as amended.

AC MANAGEMENT, INC.,
A Florida Corporation, General Partner of
Ardell H. Cleland Limited Partnership,
A Florida Limited Partnership

By: Ardell H. Cleland
Print ARDELL H. CLELAND
Title PRESIDENT

RHC MANAGEMENT, INC.,
A Florida Corporation, General Partner of
Ardell H. Cleland Limited Partnership,
A Florida Limited Partnership

By: Robert H. Cleland
Print ROBERT H. CLELAND
Title PRESIDENT

GRATIOT BEECH INVESTMENTS, L.L.C.,
A Michigan Limited Liability Company

By: Robert H. Cleland
Robert H. Cleland
Manager

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APPENDIX A

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AGREEMENT AND PLAN OF MERGER

by and between

GRATIOT BEECH INVESTMENTS, L.L.C. as the Surviving Company

and

ARDELL H. CLELAND LIMITED PARTNERSHIP, as the Merged Company

Effective as of January 1, 2003

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") executed this 20th day of December, 2002, is entered into between GRATIOT BEECH INVESTMENTS, L.P.C., a Michigan limited liability company ("Surviving Company"), and ARDELL H. CLELAND LIMITED PARTNERSHIP, a Florida partnership ("Merged Company").

INTRODUCTORY STATEMENTS:

1. The Board of Managers of the Surviving Company and the General Partners of the Merged Company deem a merger of the Merged Company with and into the Surviving Company pursuant to the terms and conditions hereof (the "Merger") desirable and in the best interests of their respective companies.
2. The members and Board of Managers of the Surviving Company and the General Partners and the Limited Partners of the Merged Company have approved the Merger, as hereinafter set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Introductory Statements and the mutual covenants, representations and warranties contained in this Agreement, and for the purpose of prescribing the terms and conditions of the Merger, the manner and the basis of converting the partnership interests of the Merged Company into membership units of the Surviving Company, and such other provisions as are deemed necessary or desirable, the parties hereby agree as follows:

ARTICLE I

THE MERGER

Section 1.1. Merger. Upon the terms and subject to the satisfaction of the conditions precedent contained in this Agreement, at the Effective Time (as hereinafter defined), the Merged Company shall be merged with and into the Surviving Company, which shall be the surviving corporation. The Merger shall be effected pursuant to the provisions of and with the effect provided in the Michigan Limited Liability Company Act (the "MLLCA"), as amended, and applicable Michigan law and the Florida Revised Uniform Limited Partnership Act (1986) (the "FRULPA"), as amended, and applicable Florida law. Upon the consummation of the Merger, the separate existence of the Merged Company shall cease, the corporate existence of the Surviving Company with all of its purposes, powers and objectives shall continue unaffected and unimpaired by the Merger, and the Merged Company and the Surviving Company shall be a single corporation.

Section 1.2. Effective Time. If all of the conditions to the Merger set forth in this Agreement are satisfied, the Surviving Company and the Merged Company shall cause a Certificate of Merger (in Michigan) conforming to the requirements of the MLLCA and applicable Michigan law to be filed with the Michigan Department of Consumer and Industry Services in the manner provided under the MLLCA. The Merger shall become effective as of 12:01 a.m., January 1, 2003 (the "Effective Time").

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Section 1.3. Legal Effect.

(A) At the Effective Time, in accordance with the MLLCA and applicable Michigan law and the FRULPA and applicable Florida law, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Company shall be transferred to, vested in the Surviving Company without further act or deed and all property, rights, and every other interest of the Surviving Company and the Merged Company shall be the property of the Surviving Company as effectively as if they were the property of the Surviving Company. The Merged Company hereby agrees from time to time, as and when requested by the Surviving Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any property of the Merged Company acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the proper general partners of the Merged Company and the proper managers of the Surviving Company are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(B) At the Effective Time, in accordance with the MLLCA and applicable Michigan law, the Surviving Company shall be responsible and liable for all the liabilities and obligations of the Merged Company, and any claim existing or action or proceeding pending by or against the Merged Company may be prosecuted against the Surviving Company. Neither the rights of creditors nor any liens on the property of the Merged Company shall be impaired by the Merger, and all debts, liabilities, and duties of the Merged Company shall attach to the Surviving Company, and may be enforced against it to the same extent as if the debts, liabilities, and duties had been incurred or contracted by it.

Section 1.4. Name. As of the Effective Time, the name of the Surviving Company shall be "Gratiot Beech Investments, L.L.C."

Section 1.5. Other Actions. The parties respectively, shall take all such action as may be reasonably necessary or appropriate in order to effectuate the transactions contemplated by this Agreement. If after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the Board of Managers of the Surviving Company have the authority to take that action.

ARTICLE II

CORPORATE GOVERNANCE

Section 2.1. Articles of Organization and Operating Agreement. The Articles of Organization and Operating Agreement of the Surviving Company, as amended are attached hereto at Schedule 2.1, and shall be the Articles of Organization and Operating Agreement of the Surviving Company at and following the Effective Time until amended or repealed as provided by applicable law and/or any documents or instruments then governing such matters.

Section 2.2. Board of Managers. At the Effective Time, the persons set forth on Schedule 2.2 and having the business addresses set forth thereon shall become the members of the Board of Managers of the Surviving Company, to serve until their successors shall have been elected or appointed and qualified in the manner provided in the Articles of Organization and Operating

Agreement of the Surviving Company, or as otherwise provided by applicable law and/or any documents or instruments then governing such matters.

ARTICLE III

CONVERSION OF PARTNERSHIP INTERESTS

Section 3.1. Conversion of Shares of the Merged Company. The partnership interests of the Merged Company and the membership units of the Surviving Company, respectively, outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of each of the Merged Company or the Surviving Company, be converted into the number and class of membership units of the Surviving Company, and shall be issued to the persons or entities ("Post Effective Time Members") all as set forth on Schedule 3.1.

Section 3.2. Other Actions. All certificates, if any, formerly representing partnership interests of the Merged Company and the membership units of the Surviving Company shall be deemed canceled and of no further effect. As soon as practicable following the Effective Time, certificates representing the membership units of the Surviving Company described in the preceding sentence shall be issued and delivered to the Post Effective Time Members set forth in Schedule 3.1.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SURVIVING COMPANY

As a material inducement to the Merged Company to enter into this Agreement and to consummate the transactions contemplated hereby, the Surviving Company represents and warrants to the Merged Company that as of the date of execution hereof:

Section 4.1. Organization; Power; and Qualification. The Surviving Company is duly organized and validly existing under the laws of the State of Michigan and has all requisite power and authority and all governmental licenses, authorizations, consents and approvals necessary to own, lease and operate its properties and to carry on its business as it is now being conducted. The Surviving Company is qualified to do business and is in good standing in each jurisdiction in which the character and location of the assets or the nature of its business make such qualifications necessary.

Section 4.2. Authority; Power. The execution and delivery of this Agreement by the Surviving Company have been authorized by all necessary action on the part of the Surviving Company. The Surviving Company has the requisite power and authority to execute and deliver this Agreement, and to take any and all other actions required to be taken, directly or indirectly, by it pursuant to the provisions of this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Surviving Company enforceable against Surviving Company in accordance with its terms.

Section 4.3. No Conflicts. The execution and delivery of this Agreement, and the fulfillment and compliance with the terms and conditions hereof will not, with or without the giving of notice or the lapse of time, or both, (a) conflict with or violate any provision of the Articles of Organization or Operating Agreement of the Surviving Company, (b) violate, result in a breach of, constitute a default under, or give rise to any right of termination, cancellation, or acceleration under any of the terms, conditions or provisions of any note, lien, bond, mortgage, indenture, license, lease, contract, commitment, agreement, restriction, or other instrument or obligation to which the

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Surviving Company is a party or by which Surviving Company's properties or assets or its business may be bound, (c) violate any law, rule or regulation of any government or governmental agency or body, or any judgment, order, writ, injunction, or decree of any court, administrative agency, or governmental agency or body applicable to Surviving Company or any of its properties, assets, or outstanding membership units or other securities, or (d) result in the creation of any lien upon any of the assets or properties of the Surviving Company, or cause the maturity of any liability, obligation, or debt of the Surviving Company to be accelerated or increased.

Section 4.4. Consents and Approvals. The execution, delivery, and performance of this Agreement by the Surviving Company and the consummation by the Surviving Company of the transactions contemplated hereby will not require any notice to, or consent, authorization, or approval from any court or governmental authority or any other third party.

Section 4.5. Compliance with Laws; No Default or Litigation.

(A) The Surviving Company is not in default or violation (nor is there any event which, with notice or lapse of time or both, would constitute a default or violation) in any respect (i) under any contract, agreement, lease, consent order, or other commitment to which it is a party or to which its business or its assets are subject or bound, or (ii) under any law, rule, regulation, writ, injunction, order or decree of any federal, state or local court or any federal, state, local or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign;

(B) Except as previously disclosed to the Merged Company, there are no actions, suits, claims, investigations, or legal arbitration or administrative proceedings in progress, pending, or, to the best of the knowledge of the Surviving Company, threatened by or against the Surviving Company (or any of its assets or properties) whether at law or in equity, whether civil or criminal in nature, or whether before or by a federal, state, local or other governmental body or any commission, board, bureau, agency, or instrumentality, domestic or foreign;

(C) The Surviving Company has not been charged with or received any notice of any violation of any rule, regulation, ordinance, law, order, decree, or requirement relating to the Surviving Company, its respective properties or assets, or the transactions contemplated by this Agreement; and

(D) No action, suit, or proceeding has been instituted or, to the best of the knowledge of the Surviving Company, threatened to restrain, prohibit, or otherwise challenge the legality or validity of the transactions contemplated by this Agreement.

Section 4.6. Title to Property. The Surviving Company has good, valid and marketable title to all of its properties, interests in properties and assets (other than those held by leased), real or personal, tangible or intangible, free and clear of all liens, except for liens of public record.

Section 4.7. Survival. All representations and warranties contained in this Agreement shall survive the execution, delivery, and performance hereof, and the Effective Time.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE MERGED COMPANY

As a material inducement to the Surviving Company to enter into this Agreement and to consummate the transactions contemplated hereby, the Merged Company represents and warrants to the Surviving Company that as of the date of execution hereof:

Section 5.1. Organization; Power; and Qualification. The Merged Company is duly organized and validly existing under the laws of the State of Florida and has all requisite power and authority and all governmental licenses, authorizations, consents and approvals necessary to own, lease and operate its properties and to carry on its business as it is now being conducted. The Merged Company is qualified to do business and is in good standing in each jurisdiction in which the character and location of the assets or the nature of its business make such qualifications necessary.

Section 5.2. Authority; Power. The execution and delivery of this Agreement by the Merged Company have been authorized by all necessary action on the part of the Merged Company. The Merged Company has the requisite power and authority to execute and deliver this Agreement, and to take any and all other actions required to be taken, directly or indirectly, by it pursuant to the provisions of this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Merged Company enforceable against of the Merged Company in accordance with its terms.

Section 5.3. No Conflicts. The execution and delivery of this Agreement, and the fulfillment and compliance with the terms and conditions hereof will not, with or without the giving of notice or the lapse of time, or both, (a) conflict with or violate any provision of the Certificate of Limited Partnership or Limited Partnership Agreement of the Merged Company, (b) violate, result in a breach of, constitute a default under, or give rise to any right of termination, cancellation, or acceleration under any of the terms, conditions or provisions of any note, lien, bond, mortgage, indenture, license, lease, contract, commitment, agreement, restriction, or other instrument or obligation to which the Merged Company is a party or by which the Merged Company's properties or assets or its respective business may be bound, (c) violate any law, rule or regulation of any government or governmental agency or body, or any judgment, order, writ, injunction, or decree of any court, administrative agency, or governmental agency or body applicable to the Merged Company's or any of its properties, assets, or outstanding partnership interest or other securities, or (d) result in the creation of any lien upon any of the assets or properties of the Merged Company, or cause the maturity of any liability, obligation, or debt of the Merged Company to be accelerated or increased.

Section 5.4. Consents and Approvals. The execution, delivery, and performance of this Agreement by the Merged Company and the consummation by the Merged Company of the transactions contemplated hereby will not require any notice to, or consent, authorization, or approval from any court or governmental authority or any other third party.

Section 5.5. Compliance with Laws; No Default or Litigation.

(A) The Merged Company is not in default or violation (nor is there any event which, with notice or lapse of time or both, would constitute a default or violation) in any respect (i) under any contract, agreement, lease, consent order, or other commitment to which it is a party or to which its respective business or its assets are subject or bound, or (ii) under any law, rule, regulation, writ, injunction, order or decree of any federal, state or local court or any federal, state, local or other

governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign;

(B) Except as previously disclosed to the Surviving Company, there are no actions, suits, claims, investigations, or legal arbitration or administrative proceedings in progress, pending, or, to the best of the knowledge of the Merged Company, threatened by or against the Merged Company (or any of its assets or properties) whether at law or in equity, whether civil or criminal in nature, or whether before or by a federal, state, local or other governmental body or any commission, board, bureau, agency, or instrumentality, domestic or foreign;

(C) The Merged Company has not been charged with or received any notice of any violation of any rule, regulation, ordinance, law, order, decree, or requirement relating to the Merged Company, its respective properties or assets, or the transactions contemplated by this Agreement; and

(D) No action, suit, or proceeding has been instituted or, to the best of the knowledge of the Merged Company, threatened to restrain, prohibit, or otherwise challenge the legality or validity of the transactions contemplated by this Agreement.

Section 5.6. Survival. All representations and warranties contained in this Agreement shall survive the execution, delivery, and performance hereof, and the Effective Time.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Counterparts; Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree to accept facsimile copies of signatures to this Agreement as originals.

Section 6.2. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and received (a) upon delivery, if personally delivered; (b) on the fifth day after being deposited with the U.S. Postal Service, if sent by certified or registered mail, return receipt requested; (c) on the next day after being deposited with a reliable overnight delivery service; or (d) upon receipt of an answer back, if transmitted by facsimile, postage prepaid in all cases other than facsimile, addressed to the other party at their respective registered office in the State of Michigan and the State of Florida, or facsimile numbers in the case of a facsimile.

Section 6.3. Entire Agreement. This Agreement and the agreements expressly contemplated herein, including the Exhibits and Schedules referred to herein which form a part of this Agreement, contain the entire understanding of the parties with respect to the transactions provided for in this Agreement and supersedes all prior agreements and understandings, written or oral, between the parties with respect to the transactions contemplated by this Agreement.

Section 6.4. Waiver of Compliance; Modifications. Any of the parties for whose benefit a warranty, representation, covenant or condition is intended may in writing waive any inaccuracies in the warranties and representations contained in this Agreement or waive compliance with any of the covenants or conditions contained herein and so waive performance of any of the obligations of any of the other parties hereto, and any defaults hereunder; provided, however, that such waiver shall not

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affect or impair the waiving party's rights with respect to any other warranty, representation or covenant or any default hereunder. No supplement, modification or amendment of this Agreement shall be binding unless it is in writing and executed by all of the parties hereto.

Section 6.5. Validity of Provisions. Should any part of this Agreement be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated therefrom, it being the intent of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be declared invalid.

Section 6.6. No Intention to Benefit Third Parties. The provisions of this Agreement are not intended to, and shall not, benefit any person other than the parties to this Agreement, the provisions hereof are not intended to, and shall not create any third party beneficiary right in any person.

Section 6.7. Assignment. Except as set forth below, neither this Agreement nor any right, interest or obligation hereunder may be assignable or transferable by any of the parties, without the prior written consent of the other parties and any purported assignment without such consent shall be void and without effect.

Section 6.8. Parties in Interest. This Agreement shall inure to the sole benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, shall give or be construed to give to any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable right hereunder.

Section 6.9 Governing Law. This Agreement shall be governed under the laws of the State of Michigan.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

WITNESSES:
(as to all signatures)

Lisa Test
Georganne L. Due

SURVIVING COMPANY:

GRATIOT BEECH INVESTMENTS,
L.L.C.

By: Robert Cleland
ROBERT CLELAND
Its: Manager

MERGED COMPANY:

ARDELL H. CLELAND LIMITED
PARTNERSHIP

By: RHC MANAGEMENT, INC.
Its: General Partner

By: Robert Cleland
ROBERT H. CLELAND
Its: President

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SCHEDULE OF SCHEDULES

Schedule Number

Subject

2.1	Articles of Organization and Operating Agreement
2.2	Board of Managers
3.1	Conversion of Partnership Interest

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