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LAW OFFICE OF C. RANDOLPH COLEMAN, P.A.
8282 WESTERN WAY CIRCLE, SUITE 1141
JACKSONVILLE, FLORIDA 32206
(904) 448-1966
FAX: (904) 448-8244

FILED
95 NOV 20 AM 10:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

November 18, 1996

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-11/19/96--01165--001
***1820.00 ***1820.00

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

400002020494--3
-12/05/96--01015--001
*****17.50 *****17.50

RE: Samuel T. Brown Family Partnership

Dear Ladies and Gentlemen:

CM

Enclosed please find the original and one copy of the Articles of Limited Partnership, Certificate of Limited Partnership, Affidavit of General Partner, and the Certificate Naming Registered Agent for a new limited partnership, SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD., together with our client's check in the amount of \$1,820.00 in payment of the appropriate filing fees, allocated as follows: Filing Fee, \$1,750; Registered Agent Certificate \$35.00 and Certified Copy, \$35.00.

We will appreciate your prompt filing of these Articles and the return of a certified copy.

Your assistance and cooperation in this matter are greatly appreciated.

Sincerely yours,



C. Randolph Coleman
Attorney at Law

Enclosures (4)

cc: Richard F. Crabtree

\$1785.00 - FF
\$2.50 - CC

**CERTIFICATE OF LIMITED PARTNERSHIP
SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD.**

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56 NOV 20 AM 10:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Certificate of Limited Partnership evidences the creation of a Limited Partnership under the Revised Limited Partnership Act of the State of Florida pursuant to a written Agreement of all Partners executed of even date herewith (Called "Articles of Limited Partnership"). The creation of the Limited Partnership is subject only to the filing of this Certificate of Limited Partnership with the Florida Secretary of State and the acceptance thereof by the Secretary of State. This Certificate of Limited Partnership is signed by the duly designated General Partner of the Partnership and contains each statement required by §620.108 of the Florida Revised Limited Partnership Act.

**ARTICLE 1
NAME OF THE LIMITED PARTNERSHIP**

The name of the Limited Partnership is SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD.

**ARTICLE 2
REGISTERED OFFICE AND AGENT**

The address of the registered office and the name and address of the registered agent for service of process is:

Agent: C. Randolph Coleman	Street: 8282 Western Way Circle, Suite 1141 City: Jacksonville, FL 32216
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The registered agent is an individual who is a resident of Florida and whose business office is the same as the Partnership's registered office.

**ARTICLE 3
PRINCIPAL OFFICE**

The address of the principal office in the United States where the records of the Partnership are to be maintained is:

Agent: Richard F. Crabtree	Street: 8041 Ft. Caroline Road City: Jacksonville, FL 32217
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The records maintained and to be maintained at this office are those prescribed by §620.16 of the Florida Revised Limited Partnership Act. The address for the principal office is the mailing address for the limited partnership.

ARTICLE 4
NAME, ADDRESS OF THE GENERAL PARTNER

The name, the mailing address, and the street address of the business or residence of the General Partner is:

Agent: Richard F. Crabtree	Street: 8041 Ft. Caroline Road City: Jacksonville, FL 32217
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ARTICLE 5
NATURE OF BUSINESS PERMITTED

The Partnership is formed to engage in any lawful business, subject only to the requirements of §620.107 of the Florida Revised Limited Partnership Act. If the Limited Partnership qualifies to transact business other than in the State of Florida, the Partnership may transact any and all lawful business permitted for a Limited Partnership by the laws of that jurisdiction.

ARTICLE 6
SUCCESSOR TO GENERAL PARTNER

The Articles of Limited Partnership provide: "If a General Partner, serving alone, ceases to serve for any reason, and if the Limited Partners have not elected a new General Partner within 90 days from the effective date of withdrawal of a General Partner, it is agreed that, without amendment to these Articles, the following persons will serve as the General Partner (called "Successor General Partner").

Agent: C. Thomas Crabtree	Street: 8041 Ft. Caroline Road City: Jacksonville, FL 32217
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The designated Successor General Partner will not have the duties nor the liability of a General Partner until such time as the successor actually assumes the position of a General Partner. A General Partner who ceases to be a General Partner will not be personally liable for the debts and obligations of the Partnership incurred following the termination of his or her or its service as a General Partner. The Successor General Partner will have the right and authority to execute an amendment to the Certificate of Limited Partnership in the event the General Partner, who has ceased to serve, is unable - by reason of death, disability, absence, or refusal, to execute the Certificate as Attorney-in-Fact for the withdrawing General Partner.

ARTICLE 7
GENERAL PARTNER'S AUTHORITY TO
EXECUTE ANY AMENDMENT TO THIS CERTIFICATE OF LIMITED PARTNERSHIP

Each Limited Partner, or Subscriber of a Limited Partnership interest, has constituted and appointed the General Partner, with power of substitution, as his, her or its attorney-in-fact and personal

representative to sign, execute, certify, acknowledge, file and record the Certificate of Limited Partnership, and to sign, execute, certify, acknowledge and record all appropriate instruments amending the Articles and the Certificate of Limited Partnership on behalf of the Limited Partner. In particular, the General Partner as attorney-in-fact may sign, acknowledge, certify, file and record on the behalf of each Limited Partner such instruments, agreements, and documents that:

1. reflect the exercise by the General Partner of any of the powers granted to him under these Articles;
2. reflect any amendments made to these Articles;
3. reflect the admission or withdrawal of a General or Limited Partner; and
4. may otherwise be required of the Partnership or a Partner by (state) law, federal law, or the law of any other jurisdiction.

The power of attorney given by each Limited Partner is a durable power and will survive the disability or incapacity of the principal.

**ARTICLE 8
AUTHORITY OF ANOTHER TO EXECUTE
ANY AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP**

The articles of Limited Partnership of SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD provide: "In the event a General Partner is unwilling or unable to sign a required amendment to the Certificate of Limited Partnership as evidence of the withdrawal, substitution or addition of a Limited Partner, the amended certificate may be signed by:

1. the remaining General Partner or Partners, if more than one General Partner is then serving, and by any successor elected by the Limited Partners or as otherwise designated by the Partnership Agreement; or,
2. if but one General Partner was serving, and who ceases to serve for any reason, by the new General Partner or Partners, as substitute or successor, and at least 100% in interest of the Limited Partners.

Each General Partner serving or to serve in the capacity of a General Partner does hereby appoint his, her or its successor, (or if there is more than one General Partner serving at the time a General Partner shall refuse or be unable to act, the remaining General Partner or Partners) as his, her or its attorney in fact, to sign the amended certificate on his, her or its behalf.

In the event §620.187 of the Florida Revised Limited Partnership Act should require dissolution of the Partnership due to death, disability, resignation, or removal of a General Partner, or other event of withdrawal, the Partnership will nonetheless be reconstituted and will continue as provided by § 620.157(4) of the Florida Revised Limited Partnership Act.

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

**ARTICLE 9
LIMITATION UPON THE SALE
OR OTHER TRANSFER OF A PARTNERSHIP INTEREST**

FILED
96 NOV 20 AM 11:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Articles of Limited Partnership prohibit a sale or other transfer of a partnership interest without the consent of at least 100% in interest of the Limited Partners. The following disclosures are and have been made in the Articles of Limited Partnership and the individual subscription contracts of the Limited Partners.

THE UNITS OR PERCENTAGES OF OWNERSHIP OF THE SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD. HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE. THE UNITS OR PERCENTAGES OF OWNERSHIP ARE OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENT OF THE SECURITIES ACT AND SUCH LAWS, AND PARTICULARLY REGULATION D (enacted by the Securities and Exchange Commission effective April 15, 1982 pertaining to certain offers and sales of Securities without registration under the Securities Act of 1933).

THE PARTNERSHIP WILL NOT BE SUBJECT TO THE REPORTING REQUIREMENTS OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND WILL NOT FILE REPORTS, PROXY STATEMENTS AND OTHER INFORMATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

THE LIMITED PARTNERSHIP INTERESTS OF THE SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD HAVE NOT AND WILL NOT BE REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE LIMITED PARTNERSHIP INTEREST OF THE SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS. THE AVAILABILITY OF ANY EXEMPTION FROM REGISTRATION OR QUALIFICATION MUST BE ESTABLISHED BY AN OPINION OF COUNSEL FOR THE OWNER THEREOF, WHICH OPINION AND COUNSEL MUST BE REASONABLY SATISFACTORY TO THE SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD.

**ARTICLE 10
LATEST DATE UPON WHICH THE LIMITED PARTNERSHIP IS TO DISSOLVE**

The initial term of this Partnership is for a period of years that begins as of the date of this instrument and which ends on December 1, 2016, hereinafter called "initial term." The Partnership will then continue until June 1, 2036, hereinafter called "secondary term" The Partnership may be terminated and dissolved at any time in the initial term in a manner provided by law and in the secondary term by vote of at least 100% in interest of the Limited Partners, to terminate and dissolve. The consent to dissolutions shall not be required of the General Partner as to his or her or its interest as a General

Partner. The Partnership also will terminate at any time it does not have at least one Limited Partner.

**ARTICLE 11
AUTHORITY TO EXECUTE AND FILE THIS CERTIFICATE**

The General Partner acknowledges and states that he is authorized to execute and file this Certificate for and on behalf of the SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD.

EXECUTED IN DUPLICATE ORIGINAL this 18TH day of November, 1996.


Richard F. Crabtree
General Partner

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96 NOV 20 AM 10:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)

COUNTY OF DUVAL)

BEFORE ME, the undersigned authority, on this day personally appeared Richard F. Crabtree, known to me to be the person whose name is subscribed to the foregoing instrument and has acknowledged to me that he (she) executed the same for the purposes and considerations therein expressed, and as the authorized representative SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD.

SWORN AND SUBSCRIBED TO
before me, this 18th day of November, 1996.


Notary Public, State of Florida

Name: _____

My Commission expires: _____



C RANDOLPH COLEMAN
My Commission CC477286
Expires Jun. 28, 1999
Bonded by HAI
800-422-1555

FILED
56 NOV 20 AM 10:03
SECRET
TALHASSIN, ALGERIA

The undersigned, **RICHARD F. CRABTREE**, as the General Partner of the **SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD.**, a limited partnership, being duly sworn, declares under oath that:

- | | |
|-----------------|-------------|
| Samuel T. Brown | \$1,000,000 |
|-----------------|-------------|

2. Additional contributions, if any, may be requested by the General Partner, but will be required only by unanimous written consent of the limited partners. No additional contributions are anticipated.

Richard F. Crabtree
Richard F. Crabtree, General Partner

SUBSCRIBED TO AND SWORN TO,
before me, this 18th day of November, 1996.

Charles Randolph Warner

Notary Public, State of Florida

Name: _____

My commission Expires: _____



G RANDOLPH COLEMAN
My Commission **CC477266**
Expires **Jun. 28, 1999**
Bonded by **HAI**
800-422-1585

**CERTIFICATE NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

Pursuant to §48.091, Florida Statutes, the following is submitted by unanimous written consent of the partners:

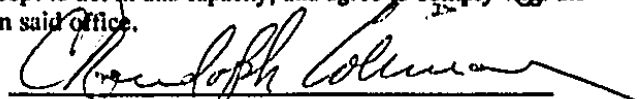
That SAMUEL T. BROWN FAMILY PARTNERSHIP, LTD., a limited partnership duly organized and existing under the laws of the State of Florida, with its registered office being at 8282 Western Way Circle, Suite 1141, Jacksonville, Florida 32256, County of Duval, State of Florida, has named C. Randolph Coleman, Esq., as its registered agent at such office to accept service of process within this state.


Richard F. Crabtree, General Partner

Dated this 18th Day of November, 1996.

ACCEPTANCE

Having been named to accept service of process for the above-stated limited partnership, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping open said office.


C. Randolph Coleman, Esq.

FILED
56 NOV 20 AM 10:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA