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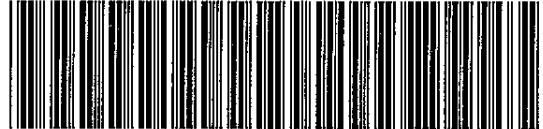
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Willow Creek Commercial Center
Property Owners Association Inc

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ARTICLES OF INCORPORATION
OF
WILLOW CREEK COMMERCIAL CENTER
PROPERTY OWNERS ASSOCIATION, INC.
(a corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation not for profit, and to that end by these Articles of Incorporation, set forth:

ARTICLE I - NAME

The name of the corporation shall be WILLOW CREEK COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE II - DEFINITIONS

The terms contained and used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions for Willow Creek Commercial Center (hereinafter referred to as the "Declaration").

ARTICLE III - PURPOSE

The purposes and objects of the Association shall be to administer the operation and management of a commercial subdivision to be known generally as Willow Creek Commercial Center (hereinafter referred to as the "Project") to be developed by Willow Creek Development, LLC, a Florida limited liability company, hereinafter called "Developer."

ARTICLE IV - POWERS

The Association shall have the following powers:

A. All of the powers set forth in the Declaration and all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida, except where the same are in conflict with the Declaration, these Articles or the Bylaws of this Association which may be hereafter adopted.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, but not limited to:

1. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the property and for the health, comfort, safety and welfare of Lot/Parcel Owners.
2. To own, control, operate, manage, maintain, repair and replace the common property, including the right to reconstruct improvements after casualty and the right to make further improvements to the common property.
3. To levy and collect assessments against members of the Association and other property owners and homeowner associations as provided for in the Declaration and Bylaws of this Association. Without limiting the generality of the preceding sentence, such Assessments may be levied and collected for the purchase of insurance on the common property, insurance for the protection of the Association, its officers, directors and members, and comprehensive general public liability and property damage insurance; to acquire, operate, lease, manage and otherwise trade and deal with such property, whether real or personal, which may be necessary or convenient for the operation and management of the common property; to pay all taxes, utility charges, and other expenses with respect to the common property; and generally to accomplish the purposes set forth in the Declaration.
4. To hire such employees or agents, including professional management agents or companies (which may be the Developer or an entity affiliated with the Developer), and purchase such equipment, supplies and materials as may be needed to provide for the management, supervision and maintenance of the property.
5. To enforce the provisions of the Declaration of Restrictions and these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted, and the rules and regulations governing the use of the common areas as the same may be hereafter established.
6. The irrevocable right of access to each Lot/Parcel during reasonable hours, when necessary, for the maintenance, repair or replacement of any common property or for making emergency repairs necessary to prevent damage to the common property or to another Lot/Parcel or Lots/Parcels.
7. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Association acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this subdivision, all as may be deemed by the Board of Directors to be in the best interests of the Association.

8. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Restrictions.

9. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

10. To pay taxes and other charges, on or against property owned or accepted by the Association.

11. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure repayment of any such obligation by mortgage, pledge or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property, rights or privileges of the Association, wherever situated.

12. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

13. To charge recipients for services rendered by the Association and the use of Association property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

14. The Association shall operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District Permit No. _____ requirements, and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association and any other benefitted property owners or homeowners associations for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE V - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. All Lot/Parcel Owners shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

B. Subject to the provisions of the Declaration and the Bylaws of this Association, membership shall be established by the acquisition of fee title or fee interest in a Lot/Parcel whether by conveyance, devise, judicial decree or otherwise and by the recordation amongst Public Records of Brevard County, Florida, of the deed or other instruments validly establishing such acquisition and designating the Lot/Parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon his or her being divested of title to all Lot/parcels owned by such member. Membership is nontransferable and inseparable from the ownership of the Lot/Parcel, except as an appurtenance to a Lot/Parcel.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot/Parcel. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration of Restrictions and in the said By-Laws.

D. That Association shall have two classes of voting membership:

1. CLASS A. Class A members shall be all owners of Lot/Parcels in Willow Creek Commercial Property Center, with the exception of the Developer. The number of votes for each Lot/Parcel shall be as set forth in the Declaration. When more than one (1) person holds an interest in any such Lot/Parcel, all such persons shall be members. The vote(s) for such Lot/Parcel shall be exercised as provided in the Bylaws.

2. CLASS B. The Class B member shall be the Developer, which shall be entitled to the number of votes for the Lots/Parcels it owns as set forth in the Declaration. The Class B membership shall cease and be converted to Class A membership on the turnover date.

E. The Bylaws shall provide for an annual meeting of members and may make provisions for regular and special meetings of members in addition to the annual meeting.

ARTICLE VI - TERM

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VII - LOCATION

The initial principal office of the Association shall be located at 3391 Bayside Lakes Boulevard, SE, Palm Bay, Florida 32909. The Association may maintain offices and transact business in such other places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE VIII - DIRECTORS

The affairs of the Association shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Association shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the By-Laws of the Association. The members of the Board of Directors shall be elected as provided by the By-Laws of the Association. Directors need not be members of the Association.

Directors of the Association shall be appointed in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of Directors shall be filled in the manner provided for in the Bylaws.

The Directors names in these Articles shall serve until the Turn Over Date or until otherwise removed by the Developer as provided for in the Bylaws and any vacancies in their number occurring before the Turn Over Date shall be filled by the remaining Directors or by the Developer as provided for in the Declaration or the Bylaws of this Association.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Benjamin E. Jefferies
3393 Bayside Lakes Blvd. SE
Palm Bay, FL 32909

Duane A. Watson
335 South Plumosa
Merritt Island, FL 32952

Henry Minneboo
4135 James Road
Cocoa, FL 32926

The "Turn Over Date" is defined in the Declaration.

The Developer or Successor Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least one Lot/Parcel in any phase.

ARTICLE IX - OFFICERS

The Board of Directors shall elect a President, Vice President, Secretary and Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Association shall be administered by the officers designated in the By-Laws of this Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the common areas and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or a director of the Association.

The names and addresses of the officers who will serve until their successors are designated are as follows:

President:	Benjamin E. Jefferies 3391 Bayside Lakes Blvd. SE Palm Bay, FL 32909
Vice President:	Duane A. Watson 335 S. Plumosa Street Merritt Island, FL 32952
Secretary:	Henry Minneboo 4135 James Road Cocoa, FL 32926
Treasurer:	Henry Minneboo 4135 James Road Cocoa, FL 32926

ARTICLE X - SUBSCRIBERS

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Directors of the Association, the names of which subscribers and their respective addresses are more particularly set forth in Article IX above.

ARTICLE XI - BY-LAWS

The original By-Laws of the Association shall be adopted by the Board of Directors and thereafter, such By-Laws may be altered or rescinded by the Board in such manner as said By-Laws may provide.

ARTICLE XII - INDEMNIFICATION

A. Indemnity. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a director, officer, employee or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Association and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misconduct or malfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

B. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 12, A, hereof, or in defense of any claim, issue, or matters therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fee) actually and reasonably incurred by him or her in connection therewith.

C. Approval. Any indemnification under Paragraph 12, A, hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such Paragraph 12, A, hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable or, even if obtainable, by a majority vote of a committee duly designated by the Board of Directors (in which directors who are a party may participate) consisting solely of two (2) or more directors not at the time parties to the proceeding, or (c) by independent legal counsel selected by the Board of Directors prescribed in subparagraph (a) above or the committee prescribed in subparagraph (b) above or selected by a majority vote of the full Board of Directors in which directors who are parties may participate if a quorum of the directors cannot be obtained as provided in subparagraph (a) and the committee cannot be designated pursuant to subparagraph (b) or (d) by the members by a majority vote of a quorum consisting of members who are not parties to such proceeding, or, if no such quorum is obtainable, by a majority vote of members who are not parties to such proceeding.

D. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

E. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any Bylaw, agreement, vote of the members of the Association or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a director, officer, employee or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives and administrators of such person.

F. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE XIII - AMENDMENTS

These Articles may be amended only by Developer at any time prior to the Turnover Date and without the joinder, ratification or approval of the Association, any Owner, any lienholder or any mortgagee.

At any time after the Turnover Date, any amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning no less than one-third (1/3) of the Lot/Parcels, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States Mail addressed to the member at his/her post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

At such meeting, if the Developer maintains a Class B membership, the amendment or amendments proposed must be approved by the Developer and an affirmative vote of the members holding at least a two-thirds (2/3) vote of the total number of members of the Association entitled to vote thereon in order for such amendment or amendments of the Articles of Incorporation to be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida and also recorded in the Public

Records of Brevard County within twenty (20) days from the date on which the same became effective, such amendment or amendments to refer specifically to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the Association shall be mailed or delivered to all of the members of the Association, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

At such meeting, if the Developer no longer maintains a Class B membership, the amendment or amendments proposed must be approved solely by an affirmative vote of members holding at least a two-thirds (2/3) vote of the total number of members of the Association entitled to vote thereon and the above referenced procedure for certification, filing and recording shall be followed.

The Developer specifically reserves the absolute and unconditional right, as long as Developer owns any Lot/Parcel, to amend these Articles without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water Management District, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages or pursuant to any requirement of any federal, state or local governmental entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify or make internally consistent the provisions herein.

Notwithstanding any other terms or conditions contained herein, no amendments may be made to these Articles amending or terminating the rights of the Developer without the prior written consent of the Developer.

ARTICLE XIV - ASSOCIATION ASSETS

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such member's Lot/Parcel. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership (and other benefitted parties and/or homeowners associations) and for the purposes authorized herein, in the Declaration, and in the Bylaws of this Association.

In the event of a permanent dissolution of the Association, the owners may establish a successor non-profit organization for the purpose of holding title to the Association assets and carrying out the duties and responsibilities of the Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to the City of Titusville, Brevard County, Florida, or other applicable governmental entity. However, in no event shall the City of Titusville, Brevard County, Florida, or other applicable governmental entity be obligated to accept any dedication offered to it by the Association or the owners pursuant to this Section, but the City of Titusville, Brevard County, Florida, or such other applicable governmental entity, may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County Commission, City Council, or governing body. Notwithstanding the foregoing, in the event of permanent dissolution, the Association assets must either be dedicated to a public body, or conveyed to a not for profit organization with similar purposes.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by this St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

The Association shall be free to contract with the Developer, its directors and officers, and any other corporation in which any of them are interested.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

ARTICLE XVI - INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF REGISTERED AGENT

The street address and mailing address of the initial registered office of the Association is 3391 Bayside Lakes Boulevard, SE, Palm Bay, Florida 32909, and the initial registered agent of the Association at that address is Benjamin E. Jefferies.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 16 day of April, 2003.

Ben E. Jefferies
Benjamin E. Jefferies

Duane A. Watson
Duane A. Watson

Henry Minneboo
Henry Minneboo

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

THE FOREGOING INSTRUMENT was acknowledged before me this 16 day of April, 2003, by BENJAMIN E. JEFFERIES, DUANE A. WATSON and HENRY MINNEBOO, ~~who are personally known to me, or who produced~~ _____ as identification, and who did take an oath.

Irene Sullivan
Notary Public Signature

My commission expires:

IRENE SULLIVAN
Print Notary Public Name

 Irene Sullivan
Commission # CC 965550
Expires Sep. 5, 2004
Bonded Through
Atlantic Bonding Co., Inc.

CERTIFICATE OF REGISTERED AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act:

WILLOW CREEK COMMERCIAL CENTER PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, in the City of Palm Bay, County of Brevard, State of Florida, has named Benjamin E. Jefferies located at 3391 Bayside Lakes Boulevard, SE, Palm Bay, Florida 32909, as its agent to accept service of process for the above-stated Association, at the place designated in this certificate, who hereby accepts to act in this capacity, and agrees to comply with the provisions of the act relative to keeping open said office.

B. E. Jefferies
Benjamin E. Jefferies, Registered Agent

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STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16 day of April, 2003, by BENJAMIN E. JEFFERIES who is personally known to me.

Irene Sullivan
Notary Public Signature

Irene Sullivan
Print Notary Name

My commission expires:



Irene Sullivan
Commission # CC 965550
Expires Sep. 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.