

896 0000

Charter Number Only

25211

3/20/96

J.C. CURA, PA

Requestor's Name

2100 Ponce de Leon Blvd #1100

Address

Coral Gables FL 33134

City

State

ZIP

Phone

446-0076

#200M

CORPORATION(S) NAME

VALIDATION ONLY

500001752445
-03/21/96 --01024 --010
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42nd STREET FLOWERS & GIFTS, INC.



FLORIDA
TOLLS
Toll Free: 1-800-432-3028

FILED

96 MAR 21 PM 2:05

FLORIDA
TOLLS
TOLL FREE: 1-800-432-3028

☒ Profit

☐ NonProfit

☐ Amendment

☐ Merger

☐ Foreign

☐ Dissolution

☐ Mark

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ Reinstatement

☐ Reservation

☐ Change of Registered Agent

☒ Certified Copy

☐ Photo Copies

☐ Certificate Under Seal

☐ Call When Ready

☐ Call If Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

Name
Availability
Document
Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

CERTIFIED
COPY

1. CHECKED 21 1996

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DIVISION OF BANKING & FINANCE
TOLLS

CR2E031 (R8-85)

File Copy

ARTICLES OF INCORPORATION
OF
42nd STREET FLOWERS & GIFTS, INC.

FILED
MAR 21 PM 2:05
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a corporation under the Florida General Corporation Act, hereby adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of the Corporation is 42nd STREET FLOWERS & GIFTS, INC.

ARTICLE II
DURATION

The term of existence of the Corporation is perpetual.

ARTICLE III
NATURE OF BUSINESS

The nature of the business to be conducted by the Corporation is:

The Corporation may transact any and all lawful business for which corporations may be incorporated under the Florida General Corporation Act.

ARTICLE IV
CAPITAL STOCK

The aggregate number of shares which the Corporation has authority to issue is 1,000, all of which shall be common shares having a par value of One Dollar (\$1.00) per share and to be divided as follows:

ADIS J. PERALTA	33 1/3% of shares
AURA M. CORSER	33 1/3% of shares
MELVIA PEREZ	33 1/3% of shares

ARTICLE V
PREEMPTIVE RIGHTS GRANTED

Each shareholder of any class of stock of this Corporation shall be entitled to full preemptive rights to purchase unissued or treasury shares of the Corporation and any securities of the Corporation convertible into or carrying a right to subscribe to or acquire shares of any such unissued or treasure share.

ARTICLE VI
REGISTERED OFFICE

The street address of the initial registered office of the Corporation is:

12837 S.W. 42nd Street
Miami, Florida 33175

The name of the registered agent at such address is:

AURA M. CORSER

ARTICLE VII
PRINCIPAL OFFICE

The initial street address of the principal office of the Corporation in the State of Florida is:

12837 S.W. 42nd Street
Miami, Florida 33175

ARTICLE VIII

DIRECTORS

The board of directors of the Corporation shall consist of one member. The name and address of the first board of directors is:

Aura M. Corser	President
Melvia Perez	Vice-President
Adis J. Peralta	Secretary
Aura M. Corser	Treasurer

ARTICLE IX

The name and address of the incorporator is:

Melvia Perez and Aura M. Corser

10669 S.W. 113 Place, Unit 2
Miami, FL 33176
and

10776 N. Kendall Drive
Unit # F-13
Miami, FL 33176

ARTICLE X

INDEMNIFICATION

The Corporation shall indemnify any officer or director to the full extent permitted by law.

ARTICLE XI

RIGHT TO AMEND ARTICLES OF INCORPORATION

The corporation reserves the right to amend or repeal any provision contained in these Articles Of Incorporation or any amendment hereto and any writing inferred upon the shareholders

shall be subject to this reservation.

IN WITNESS WHEREOF, the undersigned has executed these
Articles of Incorporation this 6th day of March, 1996
in Miami, Dade County, Florida.

[Signature]
AURA M. CORSER,
President/Treasurer

[Signature]
MELVIA PEREZ,
Incorporator and Vice President

[Signature]
ADIS J. PERALTA,
Secretary

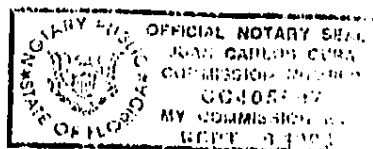
STATE OF FLORIDA :
: SS:
COUNTY OF DADE :

BEFORE ME, a Notary Public duly authorized in the State and
County above-mentioned, personally appeared Aura M. Corser, Melvia
Perez, and Adis J. Peralta, known to me to be the person who
signed the above Articles of Incorporation, and acknowledged that
she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal this 6 day of March, 1996.

[Signature]
Notary Public, State of Florida
At Large

My Commission Expires:



CERTIFICATE OF ACCEPTANCE OF REGISTERED AGENT

IN COMPLIANCE with Section 48.091, Florida Statutes, the following is submitted:

42nd STREET FLOWERS & GIFTS, INC., desiring to organize or qualify under the laws of the State of Florida with its principal place of business in Miami, Florida, has named AURA M. CORSER at 12837 S.W. 42 St., Miami, FL 33175, as its agent to accept service of process.


AURA M. CORSER, President/Treasurer

DATE: 3/6/96


HAVING BEEN named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

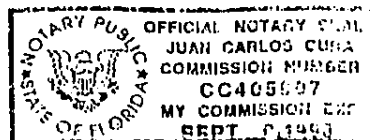

AURA M. CORSER, President/Treasurer

DATE: 3/6/96

SWORN TO AND SUBSCRIBED before me this 6 day of March 1996.

My Commission Expires:


Notary Public, State of Florida



SHAREHOLDERS' AGREEMENT

AMONG

42nd STREET FLOWERS & GIFTS, INC.

and

ITS SHAREHOLDERS

Dated as of the 6th day of March, 1996

SHAREHOLDERS' AGREEMENT
Among
42nd STREET FLOWERS & GIFTS, INC.
and
ITS SHAREHOLDERS

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SHAREHOLDERS' AGREEMENT

The SHAREHOLDERS' AGREEMENT (the "AGREEMENT") by and among 42nd Street Flowers, & Gifts, Inc., Inc., a Florida corporation in formation, (hereinafter referred to as the "COMPANY") and Aura M. Corser, Melvia Perez, and Adis J. Poralta, hereinafter individually referred to as the "SHAREHOLDER" and collectively as the "SHAREHOLDERS").

PRELIMINARY STATEMENTS

WHEREAS, the COMPANY and SHAREHOLDERS wish to enter into this AGREEMENT to formalize their relationship with the corporation and each other; and

WHEREAS, the COMPANY and SHAREHOLDERS believe that it is in their best interests to provide for tax status of the corporation and for certain other matters.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I TAX STATUS.

Section 1.1. Tax Election. The COMPANY and its SHAREHOLDERS may elect that the corporation be treated, for tax purposes, as either a Sub-Chapter S corporation (in which case it will be governed by Sections 1.1 and 1.2, infra, or as a C corporation. Such election shall be made by the SHAREHOLDERS initially and from time to time.

Section 1.2. Sub-Chapter S. The COMPANY and SHAREHOLDERS agree that the corporation shall be a "Sub-Chapter S" corporation within the meaning of the Internal Revenue Code, as amended.

Section 1.3. Documentation. The COMPANY and SHAREHOLDERS acknowledge and agree that the corporation will have to prepare an I.R.S. form 2553 and other documents to accomplish the foregoing. The SHAREHOLDERS warrant and represent to the COMPANY and each other that they shall fill out all forms and documents necessary to accomplish the goals of this ARTICLE I.

**ARTICLE II
RESTRICTIONS ON TRANSFER**

Section 2.1. Transfer. Pursuant to The Articles of Incorporation, no SHAREHOLDER shall sell, assign, transfer, devise, encumber, pledge, give devise, bequeath, hypothecate or otherwise dispose of ("Transfer") any or all of the SHARES now or hereafter legally or beneficially owned by a SHAREHOLDER, except as is otherwise specifically provided in this AGREEMENT. No Transfer of SHARES made by any SHAREHOLDER shall be valid except as is otherwise specifically provided in this AGREEMENT.

Section 2.2. Legend. Each stock certificate representing SHARES shall bear the following legend:

"This certificate and the shares of stock represented by it are held subject to the terms and restrictions of that certain Shareholders' Agreement dated as of the _____ day of _____, 1996 by and among the corporation and its shareholders. A copy of the Shareholders' Agreement is on file in the office of the secretary of the corporation."

**ARTICLE III
REDEMPTIONS OF SHARES; RIGHT OF FIRST REFUSAL**

Section 3.1. Automatic Redemptions. In the event that at any time during the term of this AGREEMENT, a SHAREHOLDER shall die or become disabled (disability being determined by a vote of two-thirds (2/3rds) shares voting in a special or regular shareholders' meeting), the COMPANY shall purchase from either the SHAREHOLDER or his estate, within one hundred eighty (180) days after the occurrence of the death or disability, all of the outstanding SHARES owned by said deceased or disabled SHAREHOLDER. The SHAREHOLDERS acknowledge and agree, by entering into this AGREEMENT, that their estate shall place no impediment upon the purchase of said SHARES pursuant to the terms and conditions of this AGREEMENT. If two-thirds (2/3rds) of SHARES voting at either a special or regular shareholders' meeting called to determine that it is not in the best interest of the COMPANY to redeem said SHARES, then the SHAREHOLDER or his estate may retain said SHARES or shall have the absolute right to purchase all outstanding SHARES of the COMPANY not then currently held either by the SHAREHOLDER or his estate. Said election, after the COMPANY's determination that it does not wish to purchase the SHARES of a deceased or disabled SHAREHOLDER, shall be binding upon the COMPANY and upon all SHAREHOLDERS or same.

Section 3.2. Right of First Refusal. When desiring to transfer or sell his SHARES, a SHAREHOLDER must, upon no less than three (3) months prior written notice to the COMPANY, offer to the

COMPANY his SHARES at the Redemption Price, before offering his interest in the SHARES to any other person or other SHAREHOLDER. If the COMPANY elects to honor such request, the COMPANY shall pay the redemption price within three (3) months of the determination of said price. The COMPANY shall have thirty (30) days to decide whether or not it intends to redeem the SHARES.

Section 3.3. Redemption Price. The per share Redemption Price shall equal the COMPANY's per SHARE SHAREHOLDERS' equity as determined in accordance with generally accepted accounting principles using the accrual method, applied consistently. Goodwill, whether purchased or calculated, shall not be included in the foregoing. As to any redemptions, SHAREHOLDERS' equity shall be determined as of the end of the month immediately preceding the date of the event giving rise to an automatic redemption or the date that the request for redemption is received by the COMPANY, as the case may be.

Section 3.4. Acts to Enable Purchase. If, for any reason, the COMPANY is unable to purchase all or any part of the SHARES in accordance with the terms and provisions of this AGREEMENT because of a limitation or restriction imposed by Statute, its Certificate of Incorporation or By-Laws or because it lacks sufficient appropriate funds, the SHAREHOLDERS shall immediately take actions as may be necessary to enable the COMPANY to make the purchase. If the SHAREHOLDERS elect not to take such action then the COMPANY may decline the purchase, pursuant to Section 3.2. of this AGREEMENT.

Section 3.5. Purchase of Shareholder's Shares Upon Bankruptcy. In this event the SHARES or other assets of a SHAREHOLDERS are transferred by operation of law to any person such as, but not limited to, a SHAREHOLDERS'S trustee in bankruptcy or purchaser at any creditors' or court sale, the COMPANY within thirty (30) days of its receipt of actual notice of the transfer, may exercise an option to purchase all of the SHARES so transferred at the price determined pursuant to this AGREEMENT. The waiver by the COMPANY of its option hereunder shall not be deemed a waiver of any subsequent option.

Section 3.6. Offset of Purchase Price by Indebtedness. If a SHAREHOLDER whose interest is being sold to the COMPANY hereto according to the terms hereof is indebted to the COMPANY or any other SHAREHOLDER (collectively or individually referred to as "Purchaser") at the time of such sale, the Purchaser to whom the indebtedness is owed shall offset and reduce his purchase price hereunder by the amount of the indebtedness that does not exceed the purchase price. To the extent that the indebtedness is offset against the Purchaser's purchase price, the indebtedness shall be deemed paid; but any indebtedness in excess of the sum offset against the Purchaser's purchase price, shall remain due and owing to the Purchaser according to the terms of said indebtedness.

Section 3.7. Further Assurance. Whenever the COMPANY shall, pursuant to this AGREEMENT, be required to purchase SHARES, the SHAREHOLDERS and the personal representatives of any decedent shall do all things and execute and deliver all papers as may be necessary to consummate such purchase.

Section 3.8. Additional Right of Company to Redeem Shares. The COMPANY may elect to redeem the SHARES of any SHAREHOLDER who has been convicted of a felony or indicted for a crime where the principle allegations are of fraud, deception or are of such a nature as would shock the conscience of society.

ARTICLE IV DEALINGS IN GOOD FAITH; BEST EFFORTS

Each party hereto agrees to act in good faith with respect to the other party or parties in exercising its rights and discharging its obligations under this AGREEMENT. Each party further agrees to use its best efforts to ensure that the purposes of this AGREEMENT are realized and to take all steps as are reasonable in order to implement the operational provisions of this AGREEMENT. Each party agrees to execute, deliver and file any document or instrument necessary or advisable to realize the purposes of this AGREEMENT.

ARTICLE V TERMINATION

Section 5.1. Term. This AGREEMENT shall continue in force so long as the COMPANY shall exist, unless sooner terminated as provided hereinafter.

Section 5.2. Termination. This AGREEMENT shall terminate and all rights and obligations hereunder shall cease upon the mutual agreement of SHAREHOLDERS owning no less than two-thirds (2/3rds) vote of the issued and outstanding SHARES of the COMPANY.

ARTICLE VI CONFIDENTIALITY; NON-COMPETE; VOTING

Section 6.1. Confidentiality. The SHAREHOLDERS acknowledge that during the course of this AGREEMENT, they may be given access to or may become acquainted with Confidential Information and Trade Secrets of the COMPANY. As used in this Section 6.1, Confidential Information and Trade Secrets of the COMPANY means all lists of the COMPANY's clients and other information relating thereto, financial data and future plans, practices, plans, price lists, supplier lists, marketing plans, financial information, contracts or agreements and all other compilations of information which relate to business of the COMPANY, other implications of information which relate to the business of the COMPANY, its predecessors, officers, directors, or SHAREHOLDERS, or any subsidiary, affiliate, customer or supplier of the COMPANY, and which have not been disclosed by the COMPANY to the public.

The SHAREHOLDERS acknowledge that the Confidential Information and Trade Secrets of the COMPANY, as such may exist from time to time, are valuable, confidential, special and unique assets of the COMPANY, expensive to produce and maintain and essential for the profitable operation of its business. The SHAREHOLDERS agree that, during the course of this AGREEMENT or at any time thereafter, they shall not publish, disseminate, use or disclose (directly or indirectly) in any manner any Confidential Information or Trade Secrets except as required by law. All documents relating to the business of the COMPANY, including all Confidential Information and Trade Secrets, whether prepared by any SHAREHOLDERS's possession, are the exclusive property of the COMPANY, and must not be removed from the premises of the COMPANY except as required in the course of SHAREHOLDERS' dealing on behalf of the COMPANY. The SHAREHOLDERS shall return all such documents (including any copies thereof) to the COMPANY when any SHAREHOLDERS ceases to be a SHAREHOLDERS of the COMPANY or upon the earlier request of the COMPANY.

Section 6.2. Non-Compete. The SHAREHOLDERS covenant and agree that, during the term of this AGREEMENT, or so long as any SHAREHOLDER continues to receive payment, and for one (1) year thereafter, he shall not, either directly or indirectly, for his own account or either as agent, servant, or employee, or as a shareholder of any corporation, or a member of any firm.

6.2.1. Invest in, manage, control or accept employment in any capacity whatsoever with any individual or entity that conducts a business which competes directly, with that of COMPANY within twenty-five (25) miles of 12837 S.W. 42nd St., Miami, FL 33175

6.2.2. If any SHAREHOLDER shall be in violation of the foregoing covenants, COMPANY may seek injunctive relief for such breach in any Court of competent jurisdiction, as well as damages. The existence of any claim or cause of action by the SHAREHOLDER against the COMPANY, whether predicated upon this AGREEMENT or otherwise, shall not constitute a defense to the enforcement by the COMPANY of the foregoing covenants but shall be litigated separately.

6.2.3. If any term(s) or provision(s) of this non-compete covenant are alleged to be unenforceable under Florida law; the SHAREHOLDERS and the COMPANY agree that the subject term(s) or provision(s) may be reformed where practicable, to specifications which are deemed to be reasonable and enforceable under Florida law: rather than striking the subject term(s) or provision(s); or the contract as a whole.

Section 6.3. Voting by Majority. When votes of the shares are required or requested, in order for the COMPANY or the

SHAREHOLDERS, to take action in accordance with the Articles of Incorporation, or the laws of the State of Florida, the issue to be determined by the votes, shall be so decided by a majority of the shares voting.

ARTICLE VII MISCELLANEOUS

Section 7.1. No Third Party Rights. Unless otherwise expressly stated herein, the provisions of this AGREEMENT are for the exclusive benefit of the parties hereto and no other person, including creditors of any party hereto, shall have any right or claim against any party by reason of this AGREEMENT or be entitled to enforce any provision herein against any party hereto.

Section 7.2. Amendment. No change or modification of this AGREEMENT shall be valid unless the same shall be in writing and signed by SHAREHOLDERS of not less than two-thirds (2/3rds) of the issued and outstanding SHARES of the COMPANY.

Section 7.3. Governing Law. This AGREEMENT shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to its conflicts or choices of laws.

Section 7.4. Entire Agreement. This AGREEMENT constitutes the entire agreement among the COMPANY and SHAREHOLDERS with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral.

Section 7.5. Notices. All notices under this AGREEMENT shall be in writing and shall be given by personal delivery, by telegram, or by registered or certified mail, postage prepaid, return receipt requested, to the parties at the addresses as set forth below (or at such other address as any of the SHAREHOLDERS may hereafter specify in writing from time to time). Notices, if personally delivered, shall be deemed to have been received on the date of delivery; if by telegram, on the day sent; and if given by registered or certified mail, on the third business day after mailing.

If to the COMPANY, then: Aura M. Corser,
President/Treasurer and Registered Agent
10776 Kendall Drive, Unit F-13
Miami, Florida 33176

If to the SHAREHOLDERS, then: To the address stated on the
Counterpart Signature Page of the
Shareholders' Agreement or as
otherwise provided in writing to the
Company and Shareholders.

Section 7.6. Benefit; Binding Effect. This AGREEMENT shall be for the benefit of, and shall be binding upon, the COMPANY, the SHAREHOLDERS hereto and their respective heirs, personal representatives, executors, legal representatives, successors and permitted assigns.

Section 7.7. No waivers. The waiver by the COMPANY or any SHAREHOLDER hereto of any other SHAREHOLDER's prompt and complete performance, or breach or violation of any provision of this AGREEMENT shall not operate as, nor be construed to be, a waiver of any prior or subsequent breach or violation, and the failure by any SHAREHOLDER hereto to exercise any right or remedy that he, she or it may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or parties or a bar to the exercise of such right or remedy by such party or parties upon the occurrence of any subsequent breach or violation.

Section 7.8. Severability. The invalidity of any provision of this AGREEMENT shall not affect the enforceability or the remaining provisions of this AGREEMENT or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that a provision of this AGREEMENT shall be declared invalid by a court of competent jurisdiction, this AGREEMENT shall be construed as if such invalid provisions had not been inserted.

Section 7.9. Headings. The Section and other headings contained in this AGREEMENT are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions of this AGREEMENT.

Section 7.10. Pronouns and Plurals. Whenever the context may require, any pronoun used in this AGREEMENT shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa.

Section 7.11. Definitions. As used herein, the word "days" shall mean only business days and shall exclude Saturday, Sunday and legal holidays.

Section 7.12. Counterparts. This AGREEMENT may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, all of which shall be deemed to be an original and one and the same instrument.

Section 7.13. Subsequent Shareholders. Any person who becomes a SHAREHOLDER of the COMPANY after the execution of this AGREEMENT shall be deemed to have consented hereto, and to be bound hereby as if he had actual notice of this AGREEMENT at the time he acquired his SHARES.

Section 7.14. Legal Fees. If any legal action is brought for the enforcement of any of the provisions of this AGREEMENT, the prevailing party shall be entitled to recover upon final judgment, on the merits, reasonable attorneys' fees and expenses, including attorneys' fees for appeal, occurred in bringing or responding to such action. The bond upon appeal shall include, as an additional amount, the attorneys' fees and expenses reasonably expended by the prevailing party to and through the date of the judgment from which the appeal is taken.

Section 7.15. Shareholder Representations. Each of the SHAREHOLDERS represents that he is acquiring the SHARES with the intention of holding such SHARES for investment and not for distribution. SHAREHOLDER acknowledges and agrees that he has not solicited to purchase the SHARES in the COMPANY and that his purchase of the SHARES was not based upon any information furnished to him but based solely upon his desire to invest in the going concern of the COMPANY.

IN WITNESS WHEREOF, each of the undersigned has executed, acknowledged, and caused this AGREEMENT to be delivered in Miami, Florida on the 6 day of March, 1996.

COMPANY:

42nd STREET FLOWERS & GIFTS, INC.

Attest:


Mark Carlos Cruz

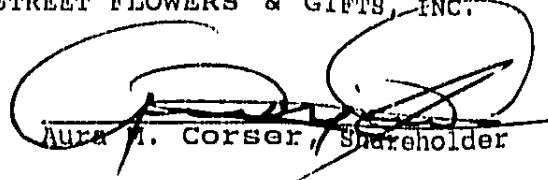
BY


Aura M. Corser, President/Treasurer

COUNTERPART SIGNATURE PAGE
TO
SHAREHOLDERS' AGREEMENT
42nd STREET FLOWERS & GIFTS, INC.

I hereby agree to be bound by the terms and conditions of the
SHAREHOLDERS' AGREEMENT of 42nd STREET FLOWERS & GIFTS, INC.

Date: 3/6/96


Aura M. Corser, Shareholder


Address:

Social Security # Venezuelan Citizen
#584-45-0980

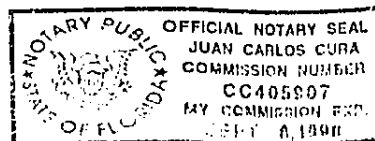
STATE OF Florida }
COUNTY OF Dade }

I hereby certify that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to
take acknowledgments, personally appeared Aura M. Corser, to me
known to be the person described in and who executed and swore to
the foregoing instrument, and she acknowledged before me that he
executed the same.

Witness my hand and seal in the County and State last
aforesaid this 6 day of March 1996.


Notary Public, State of _____

My Commission Expires:



COUNTERPART SIGNATURE PAGE
TO
SHAREHOLDERS' AGREEMENT
42nd STREET FLOWERS & GIFTS, INC.

I hereby agree to be bound by the terms and conditions of the
SHAREHOLDERS' AGREEMENT of 42nd STREET FLOWERS & GIFTS, INC.

Date:

3/6/96

Melvia Perez,
Shareholder

Address:

Social Security # 594-88-6315

STATE OF Florida }

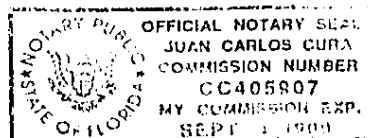
COUNTY OF Dade }

I hereby certify that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to
take acknowledgments, personally appeared Melvia Perez, to me known
to be the person described in and who executed and swore to the
foregoing instrument, and she acknowledged before me that he
executed the same.

Witness my hand and seal in the County and State last
aforesaid this 6 day of March 1996.

[Signature]
Notary Public, State of _____

My Commission Expires:



COUNTERPART SIGNATURE PAGE
TO
SHAREHOLDERS' AGREEMENT
42nd STREET FLOWERS & GIFTS, INC.

I hereby agree to be bound by the terms and conditions of the
SHAREHOLDERS' AGREEMENT of 42nd STREET FLOWERS & GIFTS, INC.

Date: 3/4/76

Peralta
Adis J. Peralta,
Shareholder

Address:

Social Security # 114-70-9166

STATE OF Florida }
COUNTY OF Dade }

I hereby certify that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid to
take acknowledgments, personally appeared Adis J. Peralta, to me
known to be the person described in and who executed and swore to
the foregoing instrument, and she acknowledged before me that he
executed the same.

Witness my hand and seal in the County and State last
aforesaid this 4 day of March 1996.

[Signature]
Notary Public, State of _____

My Commission Expires:

