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FORT LAUDERDALE, FL 33301
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BUSINESS & FINANCIAL SERVICES ACCOUNT NO. : 022369 160429A

REFERENCE : 022369 160429A

AUTHORIZATION : Patricia. Project

COST LIMIT : \$ 70.00

ORDER DATE : July 17, 1996

ORDER TIME : 11:11 AM

ORDER NO. : 022369

CUSTOMER NO: 160429A

000001896858

CUSTOMER: George P. Maffei, Esq
MAFFEI & MAFFEI, P.A

Trial Lawyers Building
633 S.e. Third Ave. Suite 4r
Fort Lauderdale, FL 33301

DOMESTIC FILING

NAME: G.C. IMPROVEMENTS, INC.

EFFECTIVE DATE:

ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Cindy Helentjaris

EXAMINER'S INITIALS: CH

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ARTICLES OF INCORPORATION

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OF

G.C. IMPROVEMENTS, INC.

The undersigned subscriber to these Articles of Incorporation, a natural person, competent to contract, hereby forms a corporation under the laws of the State of Florida.

ARTICLE I. NAME

The name of the corporation shall be:

G.C. IMPROVEMENTS, INC.

The principal place of business of this corporation shall be 800 NW 19TH Street, Fort Lauderdale, Florida 33311.

ARTICLE II. NATURE OF BUSINESS

This corporation may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation.

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 1,000 shares of common stock having a par value of \$1.00 per share.

ARTICLE IV. ADDRESS

The street address of the initial registered office of the corporation shall be 633 SE 3rd Avenue, Suite 4-R, Fort Lauderdale, Florida 33301, and the name of the initial resident agent of the corporation at that address is Maffei & Maffei, A.

ARTICLE V. TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VI. CORPORATE INDEMNIFICATION PLAN

The corporation will indemnify any person:

(1) Who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by, or in the right of, the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against such costs and expenses, and to the extent and in the manner provided in Florida Statute 607.014;

(2) Who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or

agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against such costs and expenses, and to the extent and in the manner provided in Florida Statute 607.014. The extent, amount, and eligibility for the indemnification provided herein will be made by the Board of Directors. Said determinations will be made by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding or by the shareholders by a majority vote of a quorum consisting of shareholders who were not parties to such action, suit, or proceeding.

The corporation will have the power to make further indemnification as provided in Florida Statute 607.014(6) except to indemnify any person against gross negligence or willful misconduct.

The corporation is further authorized to purchase and maintain insurance for indemnification of any person as provided herein and to the extent provided in Florida Statutes 607.014(8) and 607.014(9).

ARTICLE VII. MEDICAL EXPENSE PLAN.

Section 1. Benefits. The Corporation will reimburse all employees for expenses incurred by themselves and their dependents, as defined in IRC S152, as amended, for medical care, as defined in

IRC 8213(e), as amended, subject to the conditions and limitations as hereinafter set forth.

It is the intention of the Corporation that the benefits payable to employees hereunder will be excluded from their gross income pursuant to IRC 8105, as amended.

Section 2. Employees Defined. The term "employees" as used in this medical expense plan is hereby defined to include all individuals employed by the corporation except the following:

(a) Employees who have not completed twelve months of service as is provided in Section 105(h)(3)(B)(i) of the Internal Revenue Code;

(b) Employees who have not attained the age of twenty five (25) years;

(c) Employees who are part-time or seasonal as is defined in section 105(h)(3)(B)(iii) of the Internal Revenue Code;

(d) Employees who are included in a unit of employees covered by an agreement between employee representatives and one or more employers found to be a collective bargaining agreement, where accident and health benefits were the subject of good faith bargaining between such employee representatives and such

employer(s) as is defined in Section 105(h)(3)(B)(iv) of the Internal Revenue Code;

(e) Employees who are nonresident aliens and who receive no earned income from the employer which constitutes income from sources within the United States as is further defined in Section 105(h)(5)(B)(v).

Section 3. Limitations. The Corporation will reimburse any employee no more than \$5,000.00 in any fiscal year for medical care expenses.

Reimbursement or payment provided under this plan will be made by the Corporation only in the event and to the extent that such reimbursement or payment is not provided under any insurance policy(ies), whether owned by the Corporation or the employee, or under any other health and accident or wage continuation plan.

In the event that there is such an insurance policy or plan in effect providing for reimbursement in whole or in part, then to the extent of the coverage under such policy or plan, the Corporation will be relieved of any and all liability hereunder.

Section 4. Submission of Proof. Any employee applying for reimbursement under this plan will submit to the Corporation, at least quarterly, all bills for medical care, including premium notices for accident or health insurance, for verification by the

Corporation prior to payment. Failure to comply herewith, may at the discretion of the Corporation, terminate such employee's right to said reimbursement.

Section 5. Discontinuation. This plan will be subject to termination at any time by vote of the Board of Directors of the Corporation; provided, however, that medical care expenses incurred prior to such termination will be reimbursed or paid in accordance with the terms of this plan.

Section 6. Determination. The President will determine all questions arising from the administration and interpretation of the Plan except where reimbursement is claimed by the President. In such case determination will be made by the Board of Directors.

ARTICLE VIII. PREEMPTIVE RIGHTS

Every shareholder upon the sale for cash of any new stock of this corporation of the same kind, class, or series as that which he already holds, shall have the right to purchase his pro rata share thereof at the price at which it is offered to others.

ARTICLE IX. DIRECTORS

This corporation shall have One (1) Director initially. The number of Directors may be either increased or decreased from time to time by an amendment of the bylaws of the corporation in the manner provided by law. The name and address of the initial Director of the Corporation is:

Gary Cahoon
800 NW 19th Street
Ft. Lauderdale, FL 33311

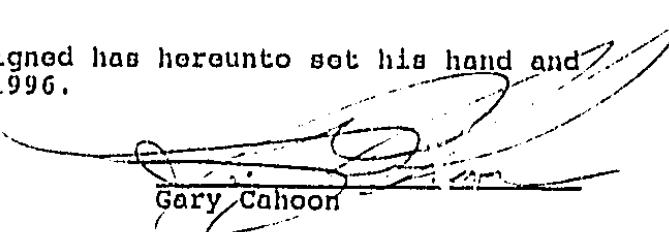
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ARTICLE X. SUBSCRIBER

The name and street address of the subscriber to these
Articles of Incorporation is:

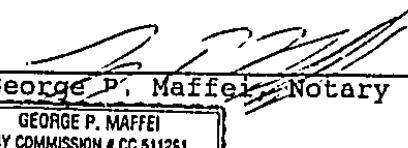
Gary Cahoon
800 NW 19th Street
Ft. Lauderdale, FL 33311

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and
seal on the 16th day of July, 1996.

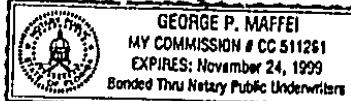

Gary Cahoon

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

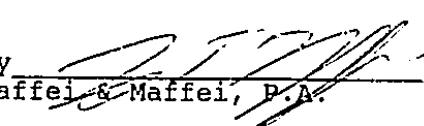
The foregoing instrument was acknowledged before me this 16th
day of July, 1996 by Gary Cahoon who is personally known to me and
who did take an oath.


George P. Maffei, Notary Public

My Commission expires:



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

By  Pres.
Maffei & Maffei, P.A.