

P98000077250

Transmittal LetterAugust 17, 1998

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

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-08/18/98-01034-007
*****78.75 *****78.75

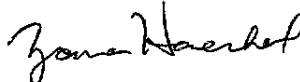
Subject: Articles of Incorporation of Pinnacle Investments, Inc.

Dear Madam/Sir:

Enclosed is an original and one (1) copy of the articles of incorporation and a check for \$78.75. I will appreciate your filing these documents in the appropriate manner.

You may contact me if you have any questions or comments. Thank you for your assistance and cooperation.

Sincerely,



Zane Haecherl
227 Lakeview Drive
Unit 202
Fort Lauderdale, FL 33326
Phone #: 954-384-9339

FILED
98 SEP -8 AM 10:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

August 20, 1998

ZANE HEACHERI
227 LAKEVIEW DR., UNIT 202
FT. LAUDERDALE, FL 33326

SUBJECT: PINNACLE INVESTMENTS, INC.
Ref. Number: W98000019067

We have received your document for PINNACLE INVESTMENTS, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Simply adding "of Florida" or "Florida" to the end of a name is not acceptable. Please select a new name and make the correction in all appropriate places. One or more words may be added to make the name distinguishable from the one presently on file.

The registered agent must sign accepting the designation.

Please return the original and one copy of 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) 487-6927.

Tracy Smith
Document Specialist

Letter Number: 598A00043363

**Articles Of Incorporation
Of
Southern Coast Investments, Inc.**

FILED
98 SEP -8 AM 10:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

KNOW ALL PERSONS BY THESE PRESENTS:

Article I - Name

The name of the corporation shall be: Southern Coast Investments, Inc. under the laws of the state of Florida.

Article II - Principal Office

The principal place of business and mailing address of this corporation shall be:

Southern Coast Investments, Inc.
227 Lakeview Drive
Unit 202
Fort Lauderdale, FL 33326

Article III - Shares

The number of shares of stock that this corporation is authorized to have outstanding at any one time is one-hundred (100) shares of common stock, no par value.

Article IV - Initial Registered Agent and Street Address

The name and Florida street address of the initial registered agent are:

Zane Heacherl
227 Lakeview Drive
Unit 202
Fort Lauderdale, FL 33326

Article V - Incorporator

The name and address of the incorporator to these Articles of Incorporation are:

Zane Heacherl
227 Lakeview Drive
Unit 202
Fort Lauderdale, FL 33326

**Resolution
Of
Southern Coast Investments, Inc.**

KNOW ALL PERSONS BY THESE PRESENTS:

Resolution of Shareholders and Directors

We, the undersigned, J. Byron Moore, II and Zane Haecherl, do hereby certify that this is a joint Resolution of the Directors and Shareholders of the above-named corporation to the following effect:

It is our intention to permanently maintain our equal and joint ownership of the stock of this corporation. In the event that either of us marry, we shall prepare and execute all necessary documents to demonstrate that neither of our spouses shall ever own any portion of our respective stock ownership in this corporation without the express written statement by each of us expressing contrary intentions. This shall also pertain to the growth in stock value of the corporation and shall exist regardless of any contribution to the corporation by said spouse(s).

To this end, we hereby agree that each of us possesses the right of first refusal of one another's stock. The method by which the cost of purchase shall be as follows: one-half of total outstanding debt, plus one-half of all expenses incurred to date of sale of stock. Essentially, the sale would be computed without regard to profit or accounting for inflation or current value of the property of the corporation. In other words, the cost of exercising the option (when other party desires or is required to sell stock) shall be based upon money spent and owed.

Upon the death of either of the undersigned stockholders, their respective survivors (wife, children, other family members, beneficiaries under will) shall inherit the decedent's stock according to the laws of intestacy or the decedent's last will and testament. However, the surviving partner shall become the exclusive director and the decedent's shares of stock shall lose voting rights with respect to election of directors. In addition, the surviving stockholder shall continue to possess the right of first refusal from the decedent's beneficiary(s). More specifically, the stock of the corporation shall be automatically offered for sale to the surviving stockholder one (1) year after the death of the first stockholder, and at every five (5) year interval thereafter at a price equal to the average of the appraised values of the appraisers provided by both parties (stockholders).


The undersigned further agree to execute and carry out corporate duties and responsibilities as follows: Zane Haecherl - President and Treasurer, J. Byron Moore, II, Vice President and Secretary. Zane shall maintain day-to-day management duties. Either stockholder may engage in checking account, credit card activities and/or substantive decision-making. It is acknowledged that J. Byron Moore, II, has provided a majority of the down-payment and closing costs for the purchase of the corporation's property asset. Zane Haecherl will reimburse his portion of said amount to J. Byron Moore, II in cash or other method of payment as may be agreed in writing between said persons. In consideration of J. Byron Moore's, II, advancement of Zane Haecherl's portion of the down-payment and closing costs, Zane Haecherl will undertake general day-to-day duties (at no cost to J. Byron Moore, II) of the corporation. These terms are acknowledged to be sufficient to

constitute a promissory note between the undersigned. Both parties further acknowledge sufficient consideration for all mutual benefits and obligations identified herein.

We acknowledge the "informality" of this agreement, but respect and recognize the binding nature of this instrument and the spirit within which it is executed. We may execute additional documentation demonstrating these intents and hereby state our intention to reduce to writing any additional agreement consistent or contrary herewith.

This Resolution is executed in the undersigned's respective capacities as shareholders and directors, to the fullest extent necessary to gain full force and effect to the clear intent of this instrument.

Dated this 1 day of September, 1998.


Zane Fletcher


J. Byron Moore, II

Article VI - Corporate Indemnification

The Corporation shall indemnify any person 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 by reason of the fact that he or she is or was a director or officer of the Corporation, against expenses (including 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 if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that with respect to an action by or in the right of the Corporation, 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 for negligence or misconduct in the performance of his or her duty to the Corporation or with regard to any other proceeding in which said director or officer is adjudged liable to the Corporation for having received improper personal benefit. Such indemnification shall be made to the full extent permitted by Florida law.

In Witness Whereof, I have hereunto subscribed my name this 1 day of September, 1998.



Signature of Incorporator

Having been named as registered agent and to accept service of process for the above-stated corporation at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Sept. 1 1998
Date



Signature of Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA