

THIS INSTRUMENT PREPARED BY:
Tennessee Housing Development Agency
404 James Robertson Parkway, Suite 1114
Nashville, Tennessee 37243-0900

**DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR LOW-INCOME HOUSING TAX CREDITS**

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR LOW-INCOME HOUSING TAX CREDITS (the "Agreement"), dated December 21, 2001, by and between Spring Branch, LLC (the "Owner"), and Tennessee Housing Development Agency ("THDA").

WITNESSETH:

WHEREAS, certain low-income housing tax credits ("Tax Credits") may be available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, THDA is designated as the housing credit agency to allocate Tax Credits pursuant to a qualified allocation plan under Section 42 of the Code ("Section 42") in the State of Tennessee; and

WHEREAS, Owner applied to THDA for Tax Credits in an initial application dated November 18, 2000 (the "Application"); and

WHEREAS, the Application describes a rental housing development proposed by Owner known as Spring Branch Apartments (TN00-104) and located on certain real property in the City of Goodlettsville, County of Davidson, State of Tennessee, as more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Project"); and

WHEREAS, Section 42 requires, as a condition precedent to the final allocation of Tax Credits to Owner for the Project, the full execution, delivery and recordation of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner and THDA agree as follows:

PARAGRAPH 1 - DEFINITIONS

- (a) The terms "Section 42" and the "Code" shall include all subsequent tax legislation duly enacted by the Congress of the United States and shall be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto (including regulations first promulgated under previous versions of the Code) and shall also include revenue procedures, revenue rulings or other published determinations of the Treasury Department or Internal Revenue Service of the United States.
- (b) All words, terms and phrases defined in Section 42 or in the Code or by relevant United States Department of Housing and Urban Development ("HUD") regulations shall have the same meaning when used in this Agreement.
- (c) The term "Application" shall include the initial application delivered by the Owner to THDA dated as shown above, together with all subsequent materials and information submitted by Owner to THDA in connection with a reservation of or an allocation of Tax Credits, including without limitation, at the time of carryover, if applicable, and at the time the Project is placed in service. The Application is incorporated herein by this reference as if set forth herein verbatim.

PARAGRAPH 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

- (a) Owner shall record a fully executed original of this Agreement, together with all subsequent amendments hereto, in the Register's Office of the county in which the Project is located, as referenced above, and shall pay all fees and charges incurred in connection therewith. The Owner shall provide THDA with the executed original of this recorded Agreement showing all pertinent recording data at least five (5) business days prior to the date THDA makes a final allocation of Tax Credits to the Owner for the Project.
- (b) Owner intends, declares and covenants, on behalf of itself, its successors and assigns and all future owners and operators of the Project that, during the Term of this Agreement, all provisions of this Agreement: (i) shall be and are covenants running with the land, encumbering the Project; (ii) are not merely personal covenants of the Owner, and (iii) shall be binding for the benefit of THDA, any past, present or prospective tenant of the Project who meets the requirements of Section 42, and their respective successors and assigns. Any and all requirements of the laws of the State of Tennessee to be satisfied for this Agreement to constitute valid, binding and enforceable restrictive covenants running with the land and binding upon the Project are hereby deemed satisfied in full. In the alternative, Owner agrees that an equitable servitude is hereby created for the benefit of the parties referenced hereinabove.

- (c) For the longer of the period Tax Credits are claimed or the Term of this Agreement, each and every deed of trust, lease, deed or other instrument hereafter executed conveying or encumbering the Project or any portion thereof shall expressly provide that such conveyance or encumbrance is subject to this Agreement. This Agreement shall, however, survive, be effective and be binding upon the Project regardless of whether such deed of trust, lease, deed or other instrument hereafter executed expressly so provides.

PARAGRAPH 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

To induce THDA to make a final allocation of Tax Credits to Owner for the Project, Owner hereby represents, covenants and warrants as follows:

- (a) Owner (i) is a limited liability corporation duly organized, existing and in good standing under the laws of the State of Tennessee, and is qualified to transact business under the laws of the State of Tennessee; (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted; and (iii) has the full legal right, power and authority to execute, deliver, and perform in accordance with this Agreement.
- (b) The execution, delivery and performance of this Agreement by Owner (i) will not violate any provision of law, rule or regulation, or any order of any court or other agency or governmental body; (ii) will not violate any provision of any indenture, agreement, deed of trust, note, or other instrument to which Owner is a party or by which Owner or the Project is bound; and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) Owner has good and marketable title to the Project free and clear of any lien or encumbrance except this Agreement and the matters shown in the Application.
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of Owner, threatened against or affecting Owner or the Project, or any of Owner's properties or rights, which, if adversely determined, would materially impair Owner's right to carry on business substantially as now conducted (and as contemplated by this Agreement) or which would materially and adversely affect Owner's financial condition or which would impair the use of the Project as contemplated by this Agreement.
- (e) This Agreement is the "extended low-income housing commitment" required by and defined in Section 42(h)(6)(B).
- (f) The Project, and each unit therein, as of the date hereof, complies and will, for the Term of this Agreement, continue to comply with all requirements of Section 42 and the Application. Owner expressly covenants and agrees to take all steps determined by THDA to be necessary to remedy any non-compliance with respect to Section 42, the Application, or this Agreement.
- (g) Subject to the requirements of Section 42, the Application, and this Agreement, Owner may sell, transfer, exchange or refinance not less than the entire Project at any time, provided, however, as a condition precedent to such sale, transfer, exchange or refinance, Owner shall obtain and deliver to THDA the written agreement of any buyer, other party acquiring the Project or any interest therein, or lender that such sale, transfer, exchange or refinance is subject to this Agreement, Section 42 and the Application. This provision shall not be a waiver of any other restriction on sale, transfer or exchange of the Project. In the event of a failure or refusal to provide a written agreement, any sales, transfers, exchanges or refinancings which occur during the Term of this Agreement shall, nevertheless, be subject to this Agreement, Section 42 and the Application.
- (h) Owner shall notify THDA in writing at least thirty (30) days prior to any sale, transfer, exchange or refinance of the Project. Within thirty (30) days following a closing, Owner shall provide THDA a complete copy of all the closing documents (with evidence of recording satisfactory to THDA on all recorded documents).
- (i) Owner shall not demolish or permit the demolition of any part of the Project or remove or permit the removal of any real or personal property from the Project or use or permit the use of any residential unit in the Project for any purpose other than rental housing during the Term of this Agreement.
- (j) If the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, Owner shall use its best efforts to repair or restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction,

or to relieve the condemnation, and thereafter the Project will, for the remainder of the Term of this Agreement, be in compliance with Section 42, this Agreement, and the Application.

- (k) Owner has not executed, and will not execute, any other agreement with provisions contradictory to, or in opposition to Section 42, this Agreement, or the Application. In the event of a conflict between this Agreement and any other agreement to which Owner is a party, this Agreement shall control.
- (l) No changes have occurred with respect to any of the facts, circumstances, or representations made by or on behalf of Owner in connection with the Project as set forth in the Application.

PARAGRAPH 4 - OCCUPANCY RESTRICTIONS

- (a) Pursuant to Section 42(g), Owner hereby elects the following minimum set-aside of units in the Project:
 - (1) NA At least 20% or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income is 50% or less of area median gross income.
 - (2) XX At least 40% or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income is 60% or less of area median gross income.
- (b) As elected in the Application, Owner hereby elects to make 80% of the residential units in the Project both rent-restricted and limited to occupancy by individuals whose income is 60% or less of area median gross income and further elects to make 20% of the residential units in the Project both rent restricted and limited to occupancy by individuals whose income is 50% or less of area median gross income.

(Collectively, the Owner's elections in Section 4(a) and Section 4(b) above are referred to herein, collectively, as the "Occupancy Restrictions".)
- (c) Owner shall make at least an annual determination of whether individuals residing in the Project meet the Occupancy Restrictions. Documentation verifying such determination shall be submitted to THDA as THDA may require.
- (d) Owner shall make at least twenty percent (20%) of the residential units in the Project available for occupancy by the elderly (minimum age 62 years).

PARAGRAPH 5 - APPLICABLE FRACTION

As elected in the Application, the applicable fraction (as defined in Section 42) for each building is 100%.

PARAGRAPH 6- TERM OF AGREEMENT

- (a) Except as herein provided, the term of this Agreement shall be thirty (30) years (the "Term"), commencing on the first day of the taxable year in which any building which is part of the Project is placed in service as low-income housing (the "Commencement Date"). The compliance period, as defined in Section 42, begins on the Commencement Date and extends for the first fifteen (15) years of the Term (the "compliance period"). The extended use period, as defined in Section 42, begins on the Commencement Date and extends for the entire Term (the "extended use period").
- (b) Subject to Paragraph 6(d), the extended use period shall terminate on the date the Project is acquired by foreclosure or by instrument in lieu of foreclosure so long as such acquisition is not deemed to be part of an arrangement by Owner, a purpose of which is to terminate the Term.
- (c) Subject to Paragraph 6(d), the extended use period may be terminated by Owner at any time after the fourteenth (14th) full year of the compliance period upon the following terms and conditions:
 - (i) Owner may request a termination by written request to THDA sent by registered mail, postage prepaid, return receipt requested;
 - (ii) At any time during a one (1) year period beginning on the date of receipt of the notice specified in sub-paragraph (c)(i) above, THDA shall have the right, but not the obligation, to present Owner with a "qualified contract" (as defined in Section 42) for the

acquisition of the low income portion of the Project by a person who will continue to operate that portion of the Project as a qualified low income building or project at a price calculated pursuant to Section 42.

- (iii) The extended use period shall terminate on the last day of the one (1) year period specified in sub-paragraph (c)(ii) in the event THDA does not present Owner with a qualified contract on or before the last day of such one (1) year period.
- (d) Notwithstanding a termination of the extended use period under Paragraph 6(b) or Paragraph 6(c), the following actions shall be prohibited for a period of three (3) years beginning on the date the extended use period is terminated:
 - (i) the eviction or termination of the tenancy of an existing tenant of any unit in the Project subject to Occupancy Restrictions, for other than good cause; or
 - (ii) any increase in the gross rent of any unit in the Project subject to Occupancy Restrictions, not otherwise expressly permitted.

PARAGRAPH 7 - COMPLIANCE, MONITORING AND ENFORCEMENT

- (a) Owner shall maintain books and records for the Project and shall submit, in a timely fashion, any information, documents or certifications requested by THDA which THDA deems necessary to substantiate Owner's continuing compliance with the Application, this Agreement and Section 42.
- (b) Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of THDA to inspect any and all parts of the Project and any and all books and records of Owner regarding the Project.
- (c) Owner covenants that it will (i) comply or ensure compliance with all requirements of Section 42, the Application and this Agreement, and (ii) take any lawful action deemed necessary by THDA ensure full compliance with Section 42, the Application and this Agreement.
- (d) OWNER, IN CONSIDERATION OF THE TAX CREDITS ALLOCATED TO IT FOR THIS PROJECT, CONSENTS TO THE ENFORCEMENT OF THIS AGREEMENT BY THDA OR BY ANY INDIVIDUAL WHO IS QUALIFIED BY INCOME UNDER SECTION 42 TO RESIDE IN THE PROJECT, INCLUDING ALL CURRENT, FORMER OR PROSPECTIVE RESIDENTS ("QUALIFIED INDIVIDUAL"), IN ANY COURT OF COMPETENT JURISDICTION. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR ANY DEFAULT HEREUNDER, THDA OR ANY QUALIFIED INDIVIDUAL SHALL BE ENTITLED TO ENFORCE SPECIFIC PERFORMANCE OF THIS AGREEMENT, IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY. Owner specifically acknowledges that THDA and any Qualified Individual, as beneficiaries of Owner's obligations hereunder, cannot be adequately compensated by monetary damages in the event of any breach of or default under this Agreement.
- (e) Owner agrees that the representations and covenants set forth herein may be relied upon by THDA and all persons interested in compliance under Section 42, the Application, this Agreement.
- (f) Owner shall pay fees to THDA for monitoring compliance with Section 42, the Application and this Agreement. Such fees shall be determined by THDA in its reasonable discretion and shall be due and payable by Owner on or before ten (10) days after receipt of demand therefor.

PARAGRAPH 8 - MISCELLANEOUS

- (a) Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions hereof.
- (b) Notices. Unless otherwise set forth herein, all notices given to Owner pursuant to this Agreement shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, or sent via an overnight delivery or courier service, or sent via facsimile transmission addressed to Owner at the addresses and/or the fax number set forth below or to such different address, addresses or fax number as Owner may notify THDA from time to time in writing:

TO OWNER: Spring Branch, LLC
813 Northshore Drive Suite 105
Knoxville, TN 37919

Unless otherwise set forth herein, all notices given to THDA pursuant to this Agreement shall be deemed given when received by THDA at the address set forth below or to such different address or addresses as THDA may notify Owner from time to time in writing:

TO THDA: Tennessee Housing Development Agency
ATTN: Low Income Housing Tax Credit
404 James Robertson Parkway, Suite 1114
Nashville, TN 37243-0900

- (c) Amendment. Owner shall take all actions deemed necessary by THDA to amend this Agreement to comply with Section 42, the Code, or the Application.
- (d) Subordination of Agreement. This Agreement is subordinate to the lien of that certain deed of trust of record in Book 2003 1214-0122050 page(s) 24 in the Register's Office for Davidson County, Tennessee, except to the extent Section 42 or this Agreement require otherwise. DEC. 1, 2000
- (e) Governing Law. This Agreement shall be governed by the laws of the State of Tennessee and, where applicable, the laws of the United States of America.
- (f) Survival of Obligations. The obligations of Owner as set forth herein, in the Application, and in Section 42 shall survive final allocation of Tax Credits and shall not be deemed to terminate or merge with final allocation of Tax Credits.
- (g) Recovery of Attorney's Fees. In the event THDA incurs legal fees or other expenses in enforcing this Agreement, Owner shall reimburse THDA for all such fees and expenses within ten (10) days of receipt of written demand therefor.
- (h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of THDA and Owner.
- (i) Conflicting Provisions. In the event of a conflict among provisions of this Agreement, the Application or Section 42, the more stringent provisions shall apply.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized representatives, as of the date first written above.

OWNER: SPRING BRANCH, LLC

By: Paul J. Murphy, III
Paul J. Murphy, III, Member

By: John A. Murphy
John A. Murphy, Member

By: _____
Adren S. Greene, Member

TENNESSEE HOUSING DEVELOPMENT AGENCY

BY: Janice L. Myrick
Janice L. Myrick, Executive Director

**Declaration of Land Use Restrictive Covenants
for Low-Income Housing Tax Credits
Owner: Spring Branch, LLC
Project Name: Spring Branch Apartments (TN00-104)**

STATE OF Tennessee)
COUNTY OF Knox)

Before me, Kimberly Lynn Webb, a Notary Public of the state and county mentioned, personally appeared Paul J. Murphy, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a member of Spring Branch, LLC, the within named bargainor, a limited liability corporation, and that he, as such member, executed the foregoing instrument for the purpose therein contained, by signing the name of Spring Branch, LLC by himself as member.

Witness my hand and seal, at office, this 27 day of December, 2001.

Kimberly Lynn Webb
Notary Public

My Commission Expires: January 30, 2005

STATE OF Tennessee)
COUNTY OF Knox)

Before me, Kimberly Lynn Webb, a Notary Public of the state and county mentioned, personally appeared John A. Murphy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a member of Spring Branch, LLC, the within named bargainor, a limited liability corporation, and that he, as such member, executed the foregoing instrument for the purpose therein contained, by signing the name of Spring Branch, LLC by himself as member.

Witness my hand and seal, at office, this 27 day of December, 2001.

Kimberly Lynn Webb
Notary Public

My Commission Expires: January 30, 2005

STATE OF Tennessee)
COUNTY OF Knox)

Before me, Kimberly Lynn Webb, a Notary Public of the state and county mentioned, personally appeared Adren S. Greene, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a member of Spring Branch, LLC, the within named bargainor, a limited liability corporation, and that he, as such member, executed the foregoing instrument for the purpose therein contained, by signing the name of Spring Branch, LLC by himself as member.

Witness my hand and seal, at office, this 28 day of December, 2001.

Kimberly Lynn Webb
Notary Public

My Commission Expires: January 30, 2005

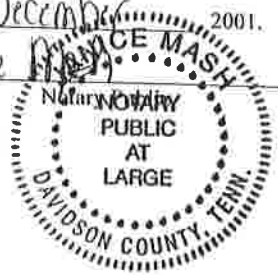
**Declaration of Land Use Restrictive Covenants
for Low-Income Housing Tax Credits
Owner: Spring Branch, LLC
Project Name: Spring Branch Apartments (TN00-104)**

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Janice Mash, a Notary Public of the state and county mentioned, personally appeared Janice L. Myrick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that she is Executive Director of Tennessee Housing Development Agency, the within named bargainer and that she, as such Executive Director, executed the foregoing instrument for the purpose therein, by signing the name of Tennessee Housing Development Agency by herself as Executive Director.

Witness my hand and seal, at office, this 21 day of December, 2001.

My Commission Expires: _____



My Commission Expires 05-26-02

Exhibit A

ADDRESS NEW OWNERS and
SEND TAX BILLS:
Paul J. Murphy, John A. Murphy and
Adren S. Greene
5401 Kingston Pike suite 340-1
Knoxville, TN 37919

This instrument prepared by:
TIMOTHY D. FERGUSON
Attorney at Law
365 West Main Street
Hendersonville, Tennessee

MAP PARCEL NUMBER:
p/o 34 - 6 - 23



Inst: 200003160026584 Page: 1 OF 3
REC'D FOR REC 03/16/2000 11:22:26AM
RECORD FEE: \$15 00
H. TAX: \$0.00 T. TAX: \$1865 00

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, ABG PROPERTIES, INC., a Tennessee corporation, (being one and the same entity as ABG PROPERTIES), hereinafter called GRANTOR, has this day bargained and sold and by these presents do transfer and convey to PAUL J. MURPHY, JOHN A. MURPHY and ADREN S. GREENE, hereinafter called GRANTEES, their heirs, successors and assigns forever, the following described property, to wit:

Beginning at an iron pin set on the southern right of way line of Spring Branch Drive, a common corner with Lot 1, said pin being located 630 feet +/- from the eastern right of way of Myatt Road, thence with the southern right of way of Spring Branch Road the following two calls: 1) with a curve to the right, having a radius of 475.00 feet, an arc distance of 189.60 feet, and having a chord bearing of North 73 degrees 16 minutes 28 seconds East and a chord distance of 188.34 feet to an iron pin set; 2) North 84 degrees 42 minutes 33 seconds East, a distance of 179.83 feet to a concrete monument found; thence leaving said right of way South 04 degrees 52 minutes 40 seconds East, a distance of 347.26 feet to an iron pin set; thence North 85 degrees 56 minutes 10 seconds East, a distance of 118.93 feet to an iron pin found; thence South 09 degrees 08 minutes 19 seconds East, a distance of 187.31 feet to an iron pin found; thence South 22 degrees 37 minutes 22 seconds East, a distance of 160.42 feet to an iron pin found; thence South 32 degrees 05 minutes 56 seconds East, a distance of 156.47 feet to an iron pin found; thence South 41 degrees 47 minutes 55 seconds East, a distance of 157.97 feet to an iron pin found; thence South 45 degrees 54 minutes 38 seconds East, a distance of 160.40 feet to an iron pin found; thence South 57 degrees 22 minutes 24 seconds East, a distance of 119.85 feet to an iron pin set; thence South 54 degrees 00 minutes 17 seconds East, a distance of 120.04 feet to an iron pin found; thence South 79 degrees 56 minutes 47 seconds West, a distance of 272.47 feet to an iron pin set; thence North 55 degrees 52 minutes 00 seconds West, a distance of 428.10 feet to an iron pin set; thence North 33 degrees 30 minutes 00 seconds West, a distance of 279.80 feet to an iron pin set; thence North 11 degrees 18 minutes 00 seconds West, a distance of 157.50 feet to an iron pin found; thence North 53 degrees 00 minutes 39 seconds West, a distance of 323.80 feet to an iron pin set a common corner with Lot 1; thence with line of lot 1 the following two calls: 1) North 10 degrees 16 minutes 34 seconds East, a distance of 150.19 feet to an iron rod found; 2) North 19 degrees 19 minutes 30 seconds West, a distance of 184.26 feet to the point of beginning. Containing 403,107 square feet or 9.25 acres, according to the survey by Daniel P. Humphreys, Registered Land Surveyor Number 2060, of Point One Land Surveying, P. O. Box 53623, Knoxville, Tennessee 37950, dated December 28, 1999, said survey being file number "99022".

Being part of the same property conveyed to ABG Properties by deed of record in Book 8716, Page 125, Register's Office for Davidson County, Tennessee. ABG Properties being one and the same entity as ABG Properties, Inc., a Tennessee corporation. The Grantor is a corporation, was a corporation in 1962 when it acquired the property, and said corporation paid the consideration for the property. The word "Inc." was inadvertently omitted in the deed conveying the property to ABG Properties.

Subject to all matters shown on the above referenced plat and to restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with appurtenances, estate, title and interest thereto belonging to the GRANTEES, their heirs, successors and assigns, forever.

AND THE GRANTOR covenants with the GRANTEES that it is lawfully seized and possessed of said land in fee simple, possessing a good right to convey it, and that the said land is unencumbered, except as herein provided.

THE GRANTOR further covenants and binds itself, its heirs, successors and assigns to warrant and defend the title to the said land to the GRANTEES, their heirs, successors and assigns against the lawful claims of all persons whomsoever.

Executed on this 10 day of March, 2000.

ABG PROPERTIES, INC.

By: Arles B. Greene

Its: Pres.

STATE OF TENNESSEE
COUNTY OF SUMNER

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Arles B. Greene, with whom I am personally acquainted and who, upon oath, acknowledged himself to be President of ABG PROPERTIES, INC., the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office, this 10 day of March, 2000.


[Signature]
NOTARY PUBLIC

My Commission Expires:


12/16/01 NOTARY PUBLIC
AT
LARGE

STATE OF TENNESSEE
COUNTY OF SUMNER

The actual consideration or value, whichever is greater
for this transfer is \$450,000.00.


AFFIANT

Subscribed to and sworn before me, this the 13th day of
March, 2000.


NOTARY PUBLIC

My Commission Expires:

Oct. 31, 2000

