

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
04/08/96

CHARTER NUMBER: 937266
ROLL AND FRAME: 5474-0618

05474-0618

CORPORATION:

WISE FAMILY PARTNERSHIP

DOCUMENT NUMBER	CODE	FEE
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96032016101	CLP	85.00

101662

RETURN TO: STEVEN P. CAINE
ONE CORPORATE EXCHNG #100
25825 SCIENCE PARK DR
BEACHWOOD OH 44122

TOTAL : 85.00

0459

05474-0619



The State of Ohio

Bob Taft
Secretary of State

937266

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: CLP

of:

WISE FAMILY PARTNERSHIP

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 5474 at Frame 0620 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at
Columbus, Ohio, this 20TH day of MARCH,
A.D. 1996.



Bob Taft
Bob Taft
Secretary of State

05474-0620

Prepared by LAW OFFICES OF STEVEN P. CAINE, ESQ., C.P.A., 25825 Science Park Drive,
#100, Cleveland, Ohio 44122.

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
WISE FAMILY PARTNERSHIP**

APPROVED

By SSA
Date 3-20-96
Amount 85.00

96032016101

KNOW THAT, KENNETH WISE and DIANA WISE, each having an address at 6563 Queens Way, Brecksville, Ohio 44141 (collectively hereinafter referred to as "General Partners"), and KENNETH WISE, DIANA WISE, JONATHAN WISE, and ARTHUR WISE, each having an address at 6563 Queens Way, Brecksville, Ohio 44141 (collectively hereinafter referred to as "Limited Partners"). **DO HEREBY CERTIFY THAT:**

1. The name of the Partnership is "WISE FAMILY PARTNERSHIP".
2. The character of the business of the Partnership is to conduct any lawful business in the state of Ohio including but not limited to managing investments. Furthermore, to incur indebtedness, secured and unsecured; to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Partnership; and to carry on any other activities necessary to, in connection with or incidental to the foregoing, as the General Partners in their discretion may deem desirable.
3. The location of the principal place of business of the Partnership is 6563 Queens Way, Brecksville, Ohio 44141. The General Partners are the agents of the Partnership for the service of process at said address.
4. The names and addresses of the General Partners are: KENNETH WISE and DIANA WISE, each having an address at 6563 Queens Way, Brecksville, Ohio 44141 (collectively hereinafter referred to as "General Partners"). The names and addresses of the Limited Partners are: KENNETH WISE, DIANA WISE, JONATHAN WISE, and ARTHUR WISE, each having an address at 6563 Queens Way, Brecksville, Ohio 44141 (collectively hereinafter referred to as "Limited Partners").
5. As used in the Limited Partnership Agreement, the term "Partners' Percentage Interests" means the percentages set forth opposite the name of each Partner below:

05474-0621**General Partners -- Percentage Interest**

KENNETH WISE -- 1 percent

DIANA WISE -- 1 percent

Limited Partners -- Percentage Interest

KENNETH WISE -- 48 percent

DIANA WISE -- 48 percent

JONATHAN WISE -- 1 percent

ARTHUR WISE -- 1 percent

During each fiscal year, the net profits and net losses of the Partnership and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Partner in proportion to the Partners' Percentage Interests.

The net profits of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital account of the Partners in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Partners in proportion to the Partners' Percentage Interests. The net losses of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Partners are in excess of the original contributions of such Partners, in proportion to each excess balances in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Partners in proportion to the Partners' Percentage Interests.

The cash receipts of the Partnership shall be applied in the following order of priority: (a) to the payment by the Partnership of amounts due on debts and liabilities of the Partnership other than to any Partner, and operating expenses of the Partnership; (b) to the payment of interest and amortization due on any loan made to the Partnership by any Partner; (c) to the establishment of cash reserved determined by the General Partners to be necessary or appropriate, including without limitation reserves for the operation of the Partnership's business, taxes and contingencies; and (d) to the repayment of any loans made to the Partnership by any Partner. Thereafter, the cash receipts of the Partnership shall be distributed among the Partners as provided in the Limited Partnership Agreement.

Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts of the Partnership, other than from capital transactions, shall be allocated among the Partners in proportion to the Partners' Percentage Interests.

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Except as otherwise provided in the Limited Partnership Agreement or required by law, distributions of cash receipts from capital transactions shall be allocated in the following order of priority: (a) to the Partners in proportion to their respective capital accounts until each Partner has received cash distributions equal to any positive balance in his capital account; then (b) to the Partners in proportion to the Partners' Percentage Interests.

6. The contributions of the Limited Partners are to be returned upon the dissolution of the Partnership, to the extent the Partnership has funds available therefor, or, subject to the limitations imposed by law, at such earlier time as may be determined by the General Partners in accordance with the Limited Partnership Agreement.

7. No Limited Partner is given any right to demand or receive property other than cash in return of his capital contribution, provided, however, that in the event of the liquidation of the Partnership there may be distributed property of the Partnership in kind to the Limited Partners in return for their capital contributions, as is more particularly set forth in the Limited Partnership Agreement.

8. No Limited Partner has the right to substitute an assignee as a Limited Partner in his place except with the consent of the General Partners and in accordance with the terms and conditions of the Limited Partnership Agreement. The Limited Partnership Agreement includes a right of first refusal if a Partner desires to assign or transfers any interest in the Partnership.

9. The General Partners may admit additional Limited Partners into the Partnership provided each such additional Limited Partner shall contribute to the capital of the Partnership \$ for each percentage point of interest in the Partnership acquired by such additional Limited Partner. The Partnership interest of any such additional Limited Partners may not exceed in the aggregate percent of the interests of all Partners in the Partnership.

10. The term of Partnership shall continue until December 31, 2060, unless sooner terminated pursuant to the terms and conditions of the Limited Partnership Agreement. The Partnership shall terminate upon the occurrence of any of the following: the disposition of all or substantially of the assets of the Partnership; the decision of the General Partners with the consent of the Limited Partners holding a majority in interest of the Limited Partners' interests hereunder; or any other event which pursuant to the Limited Partnership Agreement shall cause a termination of the Partnership.

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IN WITNESS WHEREOF

the parties hereto have executed this Certificate on January 16, 1996.

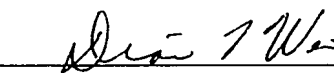
In the presence of:



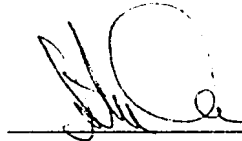
KENNETH WISE



Mark Stratis

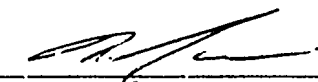


DIANA WISE

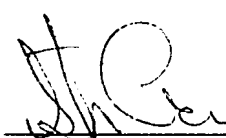


Mark Stratis

In the presence of:



KENNETH WISE



Mark Stratis

05474-0624

Diana Wise
DIANA WISE

[Signature]

Mark Stratos

[Signature] Custodian
JONATHAN WISE

[Signature]

Mark Stratos

[Signature] Custodian
ARTHUR WISE

[Signature]

Mark Stratos

STEVEN P. CAINE
ATTORNEY AND COUNSELOR AT LAW
25825 SCIENCE PARK DRIVE, SUITE 100
ONE CORPORATE EXCHANGE
BEACHWOOD, OH 44122

05474-0625

Bob Toff, Secretary of State
30 East Broad Street, 14th Floor

Columbus City 43266-0418

GORESPONDENCE

