

Exhibit 9

PHOTOCOPY

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APPROVED
AND
FILED
IND. SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

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CORPORATIONS DIV.

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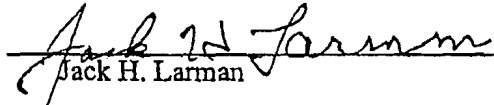
The undersigned, being the general partners of the following partnership, do hereby give notice of and does hereby certify as to the following limited partnership created and existing under the laws of the State of Indiana.

1. Name: Larman Properties, L.P.
2. Address of Office: One Breakers Row
Palm Beach, Florida 33480
3. Name and Address of Agent for Purposes of Service of Process: Charles Larman
10683 Winterwood
Carmel, Indiana 46032
4. Name and Business Address of General Partners:

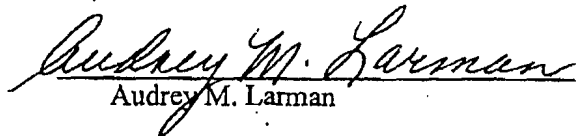
Jack H. Larman
One Breakers Row
Palm Beach, Florida 33480

Audrey M. Larman
One Breakers Row
Palm Beach, Florida 33480
5. The Latest Date the Partnership Will Dissolve: December 31, 2050

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 30 day of November, 1998.



Jack H. Larman



Audrey M. Larman

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PARTNERSHIP AGREEMENT
OF
LARMAN PROPERTIES LIMITED PARTNERSHIP

THIS AGREEMENT (the "Agreement") is made this 30 day of November, 1998, by and among Jack H. Larman and Audrey M. Larman (the "General Partners"), as general partners, and Jack H. Larman and Audrey M. Larman (the "Limited Partners"), as limited partners. The General Partners and the Limited Partners are hereinafter referred to individually as a "Partner" and collectively as the "Partners."

The Partners agree as follows:

ARTICLE I
Formation of Partnership

The Partners hereby form a limited partnership (the "Partnership") pursuant to the provisions of the Revised Uniform Limited Partnership Act of the State of Indiana (the "Act").

ARTICLE II
Name of Partnership and Names of Partners

The name of the Partnership is the Larman Properties, L.P. The names and addresses of the Partners are set forth on Exhibit A to this Agreement.

ARTICLE III
Purpose

The Partnership's purpose is to engage in general investment business and, in connection therewith, to acquire, by purchase, lease, exchange or otherwise, real property and other property of every kind and character, wheresoever situated, or any interest therein, either alone or in conjunction with others; to hold for investment, own, develop, operate, lease, mortgage, sell, otherwise dispose of, convey or otherwise deal in such property, or any interest therein; and to do all other things appropriate for furtherance of the Partnership's business.

ARTICLE IV
Principal Place of Business and Registered Agent

Section 4.1. Principal Place of Business. The location of the Partnership's principal place of business shall be One Breakers Row, Palm Beach, Florida 33480, or such other place as may be determined from time to time by a majority in interest of the Partners.

Section 4.2. Registered Agent. The name and address of the Partnership's registered agent for service of process shall be Charles Larman, 10683 Winterwood, Carmel, Indiana 46032, unless changed by a majority in interest of the Partners.

ARTICLE V

Term

The Partnership's term shall commence on the date hereof and shall continue until December 31, 2050; provided, however, that the Partnership may be dissolved and terminated at any time by the unanimous consent of all the Partners.

ARTICLE VI

Capital, Profits, Losses and Distributions

Section 6.1. Contributions and Capital Accounts. The Partners have contributed to the Partnership's capital the property described in Exhibit B to this Agreement. The General Partners, together, must maintain a minimum capital account balance equal to either 1% of total positive capital account balances for the Partnership or \$500,000, whichever is less. Whenever a Limited Partner makes a capital contribution, the General Partners are obligated to contribute immediately capital equal to 1.01% of the Limited Partner's capital contribution or a lesser amount that causes the sum of the General Partners' capital account balances to equal the lesser of 1% of total positive capital account balances for the Partnership or \$500,000. Except as otherwise provided in this Section 6.1, no Partner shall be required to make any additional contributions to the Partnership's capital. Each Partner's capital account shall be maintained in accordance with Treasury Regulation § 1.704-1(b)(2)(iv), as it may be amended from time to time.

Section 6.2. Sharing of Profits and Losses. Subject to the provisions of Section 704(b), 704(c) or any other provision of the Internal Revenue Code of 1986, as amended, the Partners shall share the Partnership's profits and losses (including unrealized gains and losses) in proportion to their percentage interests as set forth in Exhibit A to this Agreement; provided, however, that no loss shall be allocated to a Limited Partner that would cause his capital account to be reduced below zero or would increase a deficit balance in his capital account. At no time may the General Partners' share (including their limited partnership interests) of the Partnership's income, gain, loss, deduction and credit be less than 1% of each such item.

Section 6.3. Distributions. All distributions shall be made in proportion to the Partners' percentage interests at the time of such distributions, to the extent each such Partner has at such time a positive balance in his capital account as provided in Treasury Regulation § 1.704-1(b)(2)(ii)(b)(2). The amount and the timing of distributions shall be determined by the General Partners in their sole and absolute discretion, and the Limited Partners, for themselves, and their respective legal and personal representatives, successors and assigns, hereby waive any and all claims that the General Partners have any fiduciary or other duty to make any distributions in any amount or at any time.

Section 6.4. Changes in Percentage Interests. In the event of any non-pro rata additional contribution to the Partnership's capital or assignment of a Partnership interest, the Partners' percentage interests shall be changed accordingly and Exhibit A shall be amended to reflect such change.

ARTICLE VII
Management of Business

Section 7.1. Replacement and Removal of General Partner. If an event of withdrawal of a General Partner occurs for any reason, and there is no remaining General Partner, the Partnership's business shall continue if, within ninety (90) days after such event of withdrawal, a majority in interest of the other Partners select a person to serve as the successor General Partner. In the event the other Partners select a new General Partner, the new General Partner shall be required to contribute cash to the Partnership in an amount equal to 1% of the positive capital account balances of the Partners and shall have a 1% interest in the capital profits and losses of the Partnership. A General Partner may be removed only with the specific written consent of each other Partner and only for fraud, gross mismanagement, or theft.

Section 7.2. Powers of General Partner. Each of the General Partners shall have full and complete power and authority to manage the Partnership's assets for the Partnership's benefit. Each of the General Partners, individually, shall have authority to sign all instruments on the Partnership's behalf, and third persons may rely on instruments executed by a General Partner as binding on the Partnership. Such powers shall be exercisable by a General Partner only in a fiduciary capacity.

Section 7.3. Tax Matters Partner. Jack H. Larman shall be the tax matters partner, and, as such, shall be solely responsible for representing the Partnership in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the Tax Matters Partner shall keep the other Partners reasonably informed of any Partnership dealings with any tax agency.

ARTICLE VIII
Withdrawal or Assignment

Except as otherwise provided in the Act and except as to assignments of interest from one Partner to another Partner, a Partner may withdraw from the Partnership or assign his or her Partnership interest only with the specific written consent of each other Partner, and any attempted withdrawal or assignment without such consent shall be null, void, and of no force or effect. If a Partner assigns his or her Partnership interest with such consent, (i) the Partnership shall not dissolve, (ii) the assignor shall cease to be a Partner, and to have the power to exercise any rights or powers of a Partner, upon such assignment, (iii) such assignment shall not entitle the assignee to become, or exercise any rights or powers of, a Partner, unless each other Partner specifically consents in writing, and (iv) such assignment shall entitle the assignee to share in profits and losses, receive distributions, and receive allocations of income, gain, loss, deduction, credit or similar item to which the assignor was entitled, to the extent assigned. A judgment creditor of a Partner (i) shall only be entitled to seek and obtain a "charging order" against such Partner's Partnership Interest, and (ii) to the extent it does so, shall have only the rights of an assignee of such Partnership Interest. Without limitation of the generality of the foregoing, if a judgment creditor of a Partner seeks and obtains a "charging order" against such Partner's Partnership Interest, (i) the Partnership shall not dissolve, (ii) such judgment creditor shall not be entitled to become, or exercise any rights or powers of, a Partner, and (iii) such Partner shall not cease to be a Partner, and shall continue to have the

power to exercise any rights or powers of a Partner, except, unless and until such judgment creditor's judgment is satisfied, with interest, the rights of an assignee of such Partner's Partnership interest.

ARTICLE IX
Death or Incompetency of a Partner

If a Partner who is an individual dies, or a court adjudges such a Partner incompetent to handle his or her own person or property, his or her successor shall become a Limited Partner if each other Partner specifically consents in writing; otherwise, such successor shall have only the rights of an assignee of such deceased or incompetent Partner's Partnership interest. If a General Partner who is an individual dies or is adjudged incompetent and his or her successor does not become a Partner as provided in this Article IX and there is no remaining General Partner, a successor General Partner may be selected as provided in Section 7.1 hereof.

ARTICLE X
General

Section 10.1. Books. Complete records and books of account shall be kept and maintained at the Partnership's principal place of business. Each Partner shall be entitled at any time to examine the books and records personally or by agent, and to make copies or excerpts thereof.

Section 10.2. Banking. All Partnership moneys shall be deposited in the Partnership's name at such bank or banks as the General Partners shall select. All checks shall be signed by the General Partners.

Section 10.3. Fiscal Year. The Partnership's fiscal year and accounting period shall be the calendar year. A complete statement of the Partnership's condition and an accounting among the Partners shall be delivered by the General Partners to each Partner as soon as possible after the end of each Partnership fiscal year.

Section 10.4. No Partition. Notwithstanding any other provision of this Agreement, no Partner shall have the right of partition with respect to any property of the Partnership during the term of this Agreement; and no Partner shall apply to any court or authority having jurisdiction in the matter or otherwise commence or prosecute any action or proceeding for the partition or sale of such property. Upon any breach of this Section 10.4, the Partnership and each Partner, in addition to any other rights or remedies which they have at law or in equity, shall be entitled to a decree restraining and enjoining any such application, action or proceeding.

Section 10.5. Premarital Agreements. In the event of an anticipated marriage or remarriage of any Partner under this Agreement, then such Partner shall require the intended spouse to execute a written agreement providing for the waiver by the intended spouse of any present or future claim to the assets of the Partnership or property derived therefrom which shall be considered separate and not marital property for all purposes.

Section 10.6. Amendments. Additional Partners may be admitted only with the specific written consent of each Partner. This Agreement may be amended only with the specific written consent of each Partner.

Section 10.7. Binding Effect. The provisions hereof shall be binding upon and inure to the benefit of the Partners, and their respective legal and personal representatives, successors and permitted assigns.

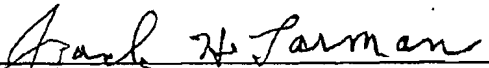
Section 10.8. Counterparts. This Agreement may be signed by each party upon a separate copy, in which event all such copies shall constitute a single counterpart hereof.

Section 10.9. Conflict with Act. In the event of a conflict between this Agreement and the Act, this Agreement shall prevail.

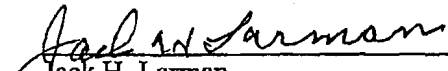
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

GENERAL PARTNERS

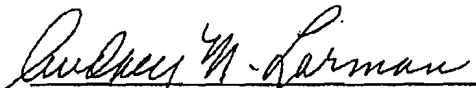
LIMITED PARTNERS




Jack H. Larman



Jack H. Larman



Audrey M. Larman



Audrey M. Larman

Exhibit A

Names, Addresses and Percentage
Interests of Partners of
Larman Properties, L.P.
(As of December 2, 1998)

<u>Names and Addresses</u>	<u>Percentage Interests</u>
General Partners:	
Jack H. Larman One Breakers Row Palm Beach, Florida 33480	1.00%
Audrey M. Larman One Breakers Row Palm Beach, Florida 33480	1.00%
Limited Partners:	
Jack H. Larman One Breakers Row Palm Beach, Florida 33480	22.96%
Audrey M. Larman One Breakers Row Palm Beach, Florida 33480	22.96%
Charles Larman 10683 Winterwood Carmel, Indiana 46032	13.02%
Ann Larman 10683 Winterwood Carmel, Indiana 46032	13.02%
Alexandra Larman 10683 Winterwood Carmel, Indiana 46032	13.02%
Joshua Larman 10683 Winterwood Carmel, Indiana 46032	13.02%

Exhibit B

Capital Contributions
Larman Properties, L.P.
(As of December 2, 1998)

General Partners:

Jack H. Larman	\$	1,920.00
Audrey M. Larman		1,920.00

Limited Partners:

Jack H. Larman	\$	44,083.20
Audrey M. Larman		44,083.20
Charles Larman		24,998.40
Ann Larman		24,998.40
Alexandra Larman		24,998.40
Joshua Larman		24,998.40

TOTAL CAPITAL CONTRIBUTIONS	\$	192,000.00
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396188.1

Exhibit A

Names, Addresses and Percentage
Interests of Partners of
Larman Properties, L.P.
(As of January 1, 1999)

<u>Names and Addresses</u>	<u>Percentage Interests</u>
General Partners:	
Jack H. Larman One Breakers Row Palm Beach, Florida 33480	1.00%
Audrey M. Larman One Breakers Row Palm Beach, Florida 33480	1.00%
Limited Partners:	
Charles Larman 10683 Winterwood Carmel, Indiana 46032	24.50%
Ann Larman 10683 Winterwood Carmel, Indiana 46032	24.50%
Alexandra Larman 10683 Winterwood Carmel, Indiana 46032	24.50%
Joshua Larman 10683 Winterwood Carmel, Indiana 46032	24.50%

