

RESOLUTION NO. 94-318

A RESOLUTION AMENDING THE AGREEMENT FOR BUS SHELTER/ADVERTISING BETWEEN THE CITY OF KEY WEST AND PHOENIX SHELTER ADVERTISING, INC. TO PROVIDE FOR A NAME/OWNERSHIP CHANGE FROM PHOENIX SHELTER ADVERTISING, INC. TO ANDERSON OUTDOOR ADVERTISING, INC.; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key West entered into a contract, approved by Resolution No. 92-283, with Phoenix Shelter Advertising, Inc. to provide certain bus shelter and advertising services; and

WHEREAS, because of a buyout of the corporate interest the name has changed to Anderson Outdoor Advertising, Inc. and it is advisable to amend the contract to so reflect;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Key West as follows:

Section 1. Amendment of the Agreement between the City of Key West and Phoenix Shelter Advertising, Inc. dated July 27, 1992 and approved by Resolution No. 92-283 to substitute Anderson Outdoor Advertising, Inc. for Phoenix Shelter Advertising, Inc. is hereby approved. The City Manager is hereby authorized and directed to execute an Amendment to the Agreement reflecting said change.

Section 2. This Resolution shall go into effect immediately upon its adoption and authentication by the presiding officer and the Clerk of the Commission.

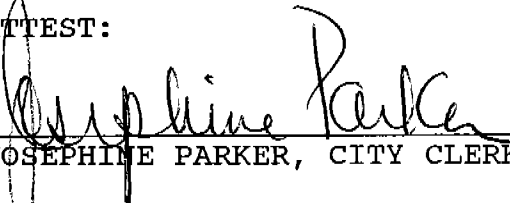
Passed and adopted at a meeting held this 2nd day of August, 1994.

Authenticated by the presiding officer and Clerk of the Commission on the 2nd day of August, 1994.

Filed with the Clerk on August 2, 1994.


DENNIS J. WARDLOW, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

Law Offices of
TAYLOR, BRION, BUKER & GREENE

Barnett Bank Plaza
Suite 1200
One East Broward Boulevard
Fort Lauderdale, Florida 33301
(305) 522-6700
Fax (305) 522-6711

TELECOPY TRANSMITTAL

To: City of Key West
From: Leid A. Baker
Date: 11-21-95
Re: (305) 272-8133
Telecopier No: Anderson Outborn Co.

No. of pages telecopied not including this cover sheet: _____

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use on the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Comments:

ARTICLES OF AMENDMENT OF
PHOENIX SHELTER ADVERTISING, INC.

The Articles of Incorporation of PHOENIX SHELTER ADVERTISING, INC., a Florida corporation, are hereby amended to change the name of the corporation, and Article I is hereby amended to read:

The name of the corporation shall be

ANDERSON OUTDOOR ADVERTISING, INC.

The foregoing amendment was adopted by the Shareholders and Directors of this corporation at a Special Meeting of the Shareholders and directors of the Corporation held July 25, 1994.

IN WITNESS WHEREOF, the undersigned President of this corporation has executed these Articles of Amendment this 25th day of July, 1994.

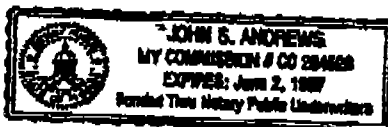
PHOENIX SHELTER ADVERTISING,
INC., a Florida corporation

By *John Anderson*
JOHN ANDERSON, President

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared JOHN ANDERSON, to me known to be the President of the above corporation and who executed the foregoing instrument herein, and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of July, 1994.



John S. Andrews
Notary Public

LAW OFFICES
TAYLOR, BRION, BUKER & GREENE
ESTABLISHED 1999

M. H. TAYLOR (1982-1986)

LEILA D. ANDERSON
JOHN S. ANDREWS, P.A.
PETER C. BIANCHI, JR.
DAVID S. BOWMAN, P.A.
WILBUR S. BREWTON, P.A.
HAROLD L. GREENE
A. STEPHEN KOTLER
W. DOUGLAS MOODY, JR.
GERALD W. MOORE, P.A.
JAMES W. MOORE, P.A.
THOMAS J. PALMIERI
ROBERT J. PATERNO
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GARY L. RUDOLF, P.A.
ANTHONY F. SANCHEZ
MARTIN L. SANDLER
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ROBERT S. SINGER
THOMAS J. SKOLA
HENRY H. TAYLOR, JR.
ARNALDO VELEZ
R. BRUCE WALLACE

OF COUNSEL
P. TRISTAN BOURGOIGNIE
FRANK O. HALL
BURTON HARRISON
ROBERT A. SPOTTSWOOD, P.A.

PLEASE REPLY TO

Fort Lauderdale

July 25, 1994

FOURTEENTH FLOOR
801 BRICKELL AVENUE
MIAMI, FLORIDA 33131-2900
TELEPHONE (305) 377-6700
TELECOPIER (305) 371-4878

POST OFFICE BOX 11189
225 SOUTH ADAMS STREET, SUITE 250
TALLAHASSEE, FLORIDA 32302-3189
TELEPHONE (904) 222-7717
TELECOPIER (904) 222-3494

BARNETT BANK PLAZA, 12TH FLOOR
ONE EAST BROWARD BOULEVARD
FT. LAUDERDALE, FLORIDA 33301-1808
TELEPHONE (305) 522-6700
TELECOPIER (305) 522-8711

500 FLEMING STREET
KEY WEST, FLORIDA 33040-1900
TELEPHONE (305) 292-1776
TELECOPIER (305) 292-1982

2801 PONCE DE LEON
SUITE 707
CORAL GABLES, FLORIDA 33134-0994
TELEPHONE (305) 445-7577
TELECOPIER (305) 445-9344

Capital Connection, Inc.
417 East Virginia Street
Suite One
Tallahassee, FL 32301

Attention: Glenda

Re: Name Change: Phoenix Shelter Advertising, Inc. to
Anderson Outdoor Advertising, Inc.

Dear Glenda:

I am enclosing herewith our check in the amount of \$111.00, together with the original and a copy of the Articles of Amendment of Phoenix Shelter Advertising, Inc., changing its name to Anderson Outdoor Advertising, Inc. Please file the Articles of Amendment with the Secretary of State, procuring a certificate from the State verifying the name change and forward that to me.

The fees paid to you are broken down as follows:

1. Filing Fee for Articles of Amendment	\$ 87.50
2. Capital Connection Fee	\$ 23.50

Please contact me if you have any difficulty effecting this name change.

Very truly yours,


JOHN S. ANDREWS

JSA:bc
Enclosures

**AGREEMENT TO CHANGE COMPANY NAME OF
PHOENIX SHELTER ADVERTISING, INC., A FLORIDA CORPORATION**

BEFORE ME, the undersigned authority, personally appeared JOHN H. ANDERSON, (hereinafter referred to as SHAREHOLDER) as sole shareholder of PHOENIX SHELTER ADVERTISING, INC., A FLORIDA CORPORATION, (hereinafter referred to as COMPANY) who being first duly sworn, on oath, deposed and stated that, to the best of his knowledge:

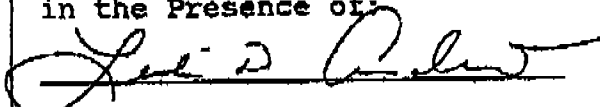
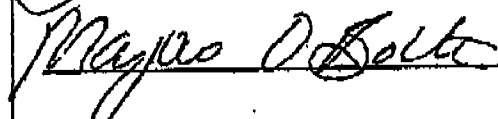
1. SHAREHOLDER owns ONE HUNDRED PERCENT (100%) of the shares of PHOENIX SHELTER ADVERTISING, INC., A FLORIDA CORPORATION.

2. SHAREHOLDER does hereby covenant and agree that by July 31st, 1994, SHAREHOLDER will effectively change the name of the COMPANY to any other name than PHOENIX SHELTER ADVERTISING, INC.

3. SHAREHOLDER does hereby covenant and agree after he changes the name of the COMPANY, he shall have no further right or interest in the name PHOENIX SHELTER ADVERTISING, INC.

4. That this Agreement is made as a material induce for EDWARD A BOLTER to execute the Purchase and Sale Agreement of Stock for PHOENIX SHELTER ADVERTISING, INC., A FLORIDA CORPORATION, of even date herewith.

Signed, Sealed and Delivered
in the Presence of:

EDWARD A. BOLTER

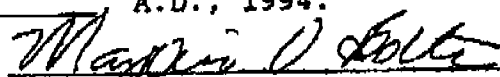


JOHN H. ANDERSON

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 1994 by JOHN H. ANDERSON who is personally known to me or who has produced his Florida Driver's License as identification and he did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____ A.D., 1994.



Notary Public

My commission expires:

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 22 day of July, 1994, by and between EDWARD A. BOLTER the holder (hereinafter referred to as "SELLER") of FIFTY PERCENT (50%) of all of the outstanding shares of common stock of PHOENIX SHELTER ADVERTISING, INC., a Florida corporation (hereinafter referred to as the "Company") and JOHN H. ANDERSON (hereinafter referred to as "PURCHASER").

WITNESSETH:

WHEREAS, the SELLER is the owner of 100 shares of Common Stock of the Company, representing FIFTY PERCENT (50%) of all of the outstanding capital stock of the Company (the "Shares"); and

WHEREAS, Purchaser desires to purchase, and the SELLER desires to sell, the Shares representing FIFTY PERCENT (50%) of the issued and outstanding stock of the Company (hereinafter referred to as "Shares") upon and subject to the terms and conditions hereafter set forth;

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. Purchase and Sale Agreement.

On the Closing Date as defined in Section 3 hereof, and on the basis of the representations, warranties and agreements made herein or in the schedules and exhibits hereto or in certificates

or other instruments delivered pursuant hereto, and subject to the terms and conditions hereof, the SELLER agrees to sell, assign, transfer and deliver to PURCHASER, and PURCHASER agrees to purchase from the SELLER, the Shares, which on the Closing Date shall constitute FIFTY PERCENT (50%) of the issued outstanding capital stock of the Company.

2. Payment to SELLER at Closing.

At the closing, and upon execution hereof by the parties, PURCHASER shall deliver to SELLER, a cashiers' check for the amount of FORTY FIVE THOUSAND (\$45,000.00) Dollars payable to EDWARD A. BOLTER; ONE-HALF of the projected cash balance in the Company bank account as of July 31st, 1994, which sum is agreed to be TWELVE THOUSAND FOUR HUNDRED TEN AND NO/100THS DOLLARS (\$12,410.00); reimbursement for the expense of the 1994 Gator Golf tournament in Key West, Florida, in the sum of EIGHT HUNDRED AND NO/100THS DOLLARS (\$800.00); reimbursement for a portion of the money paid to SOLAR OUTDOOR LIGHTING, INC. for solar panels in the sum of TWO THOUSAND SIX HUNDRED FIFTY AND NO/100THS DOLLARS (\$2,650.0); and the commission for the AIDS Awareness Contract in the sum of SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00). Upon receipt of said funds in the aggregate total sum of SIXTY ONE THOUSAND FIVE HUNDRED THIRTY-FIVE AND NO/100THS DOLLARS (\$61,535.00), the SELLER shall deliver to PURCHASER certificates for the Shares, registered in the names of the SELLER, each such certificate duly endorsed by the registered owner thereof for transfer or accompanied by an

assignment duly executed by such registered owner.

3. Representations, Warranties and Agreements of the SELLER.

The SELLER represents and warrants to and agree with PURCHASER as follows:

(a) Validity of Agreement. This Agreement constitutes the valid and binding obligation of SELLER, and SELLER is unaware of any reason why this Agreement will not be enforceable in accordance with its terms; the execution and performance of this Agreement will not result in any violation of or be in conflict with or constitute a default under any contract, agreement, instruments, judgment, decree or order to which SELLER is a party or by which SELLER is otherwise bound.

(b) Title to Shares. The SELLER is the lawful owner, beneficially and of record, of the Shares, and the sale of the Shares to PURCHASER hereunder will transfer to PURCHASER legal and valid title thereto, free and clear of all claims, liens, charges and encumbrances whatsoever.

(c) Further Assurances. SELLER will, at the request of PURCHASER, execute and deliver to PURCHASER all such further assignments, endorsements and other documents as PURCHASER may reasonably request in order to perfect the purchase by PURCHASER of the Shares.

(d) Agreements of SELLER. There are no:

(1) contracts or agreements between the SELLER and a third party involving the granting of stock options or other

rights to acquire or transfer any shares of the Company's stock, including any right of first refusal; or (2) voting or other SELLER agreements to which the SELLER is a party or is bound.

4. Effect of Agreement.

The execution, delivery and performance of this Agreement by the SELLER requires no consent of any governmental authority or any third party, and will not violate, with or without the giving of notice and/or the passage of time, any provision of law now applicable to the SELLER or the Company, and will not conflict with, or result in the breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to, any corporate charter, bylaw, contract, commitment, lease, license, bond, indenture, mortgage, or deed of trust to which the Company is a party or by which the Company or any of its assets and properties may be bound.

5. Representations, Warranties and Agreements of the SELLER.

The SELLER represents and warrants to and agrees with PURCHASER as follows:

(a) Organization, Good Standing, Power, Etc. The Company is duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power, and authority to own, lease and operate its properties and to carry on its business as now being conducted. The Company is duly

qualified to do business and is in good standing in all jurisdictions where it is required to be, and neither the character of its business nor the properties owned or leased by it require that it be qualified to do business in any other jurisdiction. The copies of the Certificate of Incorporation and the Bylaws and all amendments thereto of the Company which have been delivered to PURCHASER are complete and correct.

(b) Authorized Capital Stock: Absence of Options, Warrants, Etc. The authorized capital stock of the Company consists solely of 5,000 shares of Common Stock of which 200 shares are issued and outstanding and are held by the SELLER and PURCHASER. No shares are held by the Company as treasury shares.

(c) Subsidiaries. The Company has no subsidiaries.

(d) Financial Statements. The Company has delivered to SELLER and PURCHASER its unaudited projected cash position as of JULY 31, 1994.

(e) Accounts Receivable. The accounts receivable arising subsequent to July 31st, 1994 (the "Balance Sheet Date") will be collectible in the ordinary course of business in the aggregate amounts thereof, and shall be the sole property of PURCHASER. The custodian, PIGNATO AND UNDERWOOD, P.A., shall notify SELLER of the actual accounts received as of July 31st, 1994 by August 5th, 1994. In the event the actual accounts received shall exceed the projected accounts receivable of TWENTY-FOUR THOUSAND EIGHT HUNDRED TWENTY AND NO/100THS DOLLARS (\$24,820.00) as of July 31st, 1994, then SELLER shall be entitled to FIFTY PERCENT (50%) of

the sum by which the actual accounts received exceed TWENTY-FOUR THOUSAND EIGHT HUNDRED TWENTY AND NO/100THS DOLLARS (\$24,820.00)

(f) Tax Matters. The Company and PURCHASER shall indemnify SELLER and SELLER's wife, DIANE BOLTER, against liability or loss as a result of claims made by the Internal Revenue Service for back filing or non-filing of tax returns by the Company. PURCHASER further agrees to immediately and diligently proceed to straighten out all company related IRS matters upon closing. However, neither PURCHASER nor Company shall be responsible or liable for Federal tax liabilities incurred or owed by SELLER or SELLER's wife resulting from activities or transfers of money to or from the Company. As of the date hereof, the Company is not a party to any pending action or proceeding, nor, to the best knowledge of the SELLER, is any action or proceeding threatened, by any governmental authority for assessment or collection of any taxes, and no claim for assessment or collection of any taxes has been asserted against the Company. To the best knowledge of the SELLER, the Company has no liability for any property taxes, state sales and use taxes, withholding and other payroll related taxes and other federal, state or local taxes, licenses or fees.

(g) Non-Compete Agreement. The SELLER agrees that he shall not engage in the advertising business, either directly or indirectly, in the City of Key West for the balance of the term of the lease between Company and the City of Key West.

(h) Real Property. The Company owns no real property used in connection with its business or otherwise. Company has a

lease with the City of Key West and a lease with Jamen Leasing, Inc., a Florida corporation. SELLER covenants and warrants that he has no claim to any right, title or interest in and to the Leases with the City of Key West and/or Jamen Leasing, Inc. or any other contract executed as of the date hereof in the Company name.

(i) Title to Personal Property. The Company owns the following personal property: all records, files and other documents pertaining to the corporation. SELLER shall be entitled to keep the Hewlett Packard computer and printer since it is acknowledged by PURCHASER that it is the sole property of SELLER. All records, files and other documents pertaining to the corporation have previously been turned over to PIGNATO AND UNDERWOOD, P.A. and shall remain the property of the Company at closing and PURCHASER shall be entitled to possession of them as its sole shareholder.

(j) Leased Personal Property. Schedule 5(j) sets forth all leases of vehicles, fixtures, equipment and other personal property to which the Company is a party. All such leases are legally valid and binding and in full force and effect, and there are no defaults thereunder. The Company is not in default or in arrears in the performance of any term or condition on its part to be performed under any such lease.

(k) Litigation. There are no actions, litigations, proceedings, fines, penalties, claims or investigations pending, or so far as known to the SELLER, threatened, against or relating to the Company, or its properties or business, or the transactions contemplated by this Agreement. There is no judgment, decree,


6 #3

injunction or order of any court, governmental department, agency, instrumentality or arbitrator outstanding against the Company having any such adverse effect.

(1) Books and Records. The books and records of the Company for the last two (2) years are in all material respects complete and correct and have been maintained in accordance with good business practice.

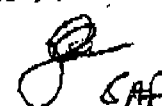
(m) Corporate Authority. The execution, delivery and performance of this Agreement by the SELLER has been duly and effectively authorized by all necessary corporate action. No other corporate proceedings on the part of the Company are necessary to authorize this Agreement, or the sale of the Shares contemplated hereby or the other actions undertaken in connection with such sale. The Company is not subject to any restriction of any kind or character which would prevent it from entering into this Agreement. The consummation of the sale of the Shares contemplated by this Agreement will not violate or conflict with the Articles of Incorporation or By-Laws of the Company or any provision of any agreement or other restriction of any kind to which the Company is a party or by which the Company or its properties or assets are bound or any statute, law, decree, regulation or order of any governmental authority; or result in a default under any contract or agreement; or cause the acceleration of maturity of any obligation or loan to which the Company is a party; or result in the creation of any lien or other encumbrance of any description on the assets or properties of the Company.

(n) No Default Under Agreements. To the best of SELLER's knowledge, the Company is not, nor is it alleged to be, in default under, or in breach of any term or provision of, any contract, agreement, lease, license, commitment, instrument or fiduciary or other obligation. No party to any contract, agreement, lease, license, commitment, instrument or fiduciary or other obligation to which the Company is a party is in default thereunder or in breach of any term or provision thereof. There exists no condition or event which, after notice or lapse of time or both, would constitute a default by any party to any such contract, agreement, lease, license, commitment, instrument or other obligation.

(o) Bank Accounts, Etc. To the best of SELLER's knowledge, Schedule 5(o) hereto sets forth (1) the name of each Bank in which the Company has an interest in any account or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto.

(p) Insurance. Schedule 5(p) hereto sets forth all policies of insurance, a summary of their terms and the scope and amount of their coverage, now in effect covering the assets, property and business of the Company.

(q) Existence of Employee Benefit Plans. The SELLER represents and warrants that the Company does not maintain or participate in, and is not a party to any "employee pension benefit plan" as that term is defined in the Employee Retirement Income Security Act of 1974, as amended (herein called "ERISA").

Handwritten signature and initials, possibly "J. CAP", in the bottom right corner of the page.

(r) Other Information. None of the documents listed in the Scheduled to this Agreement is false or misleading or contains any material misstatement of fact or omits to state any material fact required to be stated to make the statements therein not misleading.

6. Representations, Warranties and Covenants of PURCHASER.

PURCHASER hereby represents, warrants and covenants to the SELLER as follows:

(a) Authority Relative to this Agreement, Etc. PURCHASER is not subject to any restriction of any kind or character which would prevent it from entering into this Agreement or consummating the transactions contemplated hereby in accordance with the terms hereof.

(b) PURCHASER shall secure a release of SELLER's obligations and the obligations of SELLER's wife, DIANE BOLTER, from JAMEN LEASING, INC. at closing. COURTESY LEASING, INC.'s lease shall be paid off in full at closing and a release of the UCC's shall be delivered by COURTESY LEASING, INC. and recorded in the Public Records after closing.

(c) The Shares being acquired by PURCHASER pursuant to this Agreement are being acquired for investment and not with a view to, or for resale in connection with, the distribution thereof. It being specifically covenanted and warranted by PURCHASER that there is no prior or pending sale of the Company to a third party at the time of this agreement.

Handwritten signature and initials, possibly "EAB", in the bottom right corner.

7. Additional Representations, Covenants and Agreements.

(a) Agreement to Dismiss Pending law suit. Upon execution of this agreement and closing of the sale of the shares, SELLER and PURCHASER hereby covenants and agrees to dismiss the pending law suit against SELLER by stipulation. PURCHASER and SELLER do hereby agree that each party shall bear his own attorney's fees and costs associated therewith.

(b) General Releases. Upon execution of this agreement and closing of the sale of the shares, SELLER and PURCHASER hereby covenant and agree to execute a General Release of all claims or actions of any kind against one another. However, all warranties or guarantees contained in this Agreement and such other usual and customary terms shall survive and shall not be released by such General Release.

8. Miscellaneous.

(a) Brokers and Finders. Each party hereto agrees to indemnify and hold any other party hereto harmless against and in respect to any obligation or liability for brokerage or finders' fees, or agents' commissions or other like payment based in any way on agreements, arrangements, or understandings claimed to have been made by such party with any third party.

(b) Survival of Representations and Warranties. Each party hereto covenants and agrees that its representations and warranties contained in this Agreement and in any document delivered or to be delivered pursuant to this Agreement shall

survive the Closing Date hereunder regardless of any investigation made by any party hereto.

(c) Expenses. Each of the parties hereto shall pay the fees and expenses of their or its respective counsel, accountants, other experts, and all other expenses incurred by such party incident to the negotiation, preparation and execution of this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

(e) Binding Effect, Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any other person other than the parties hereto, or their respective successors or assigns, as the case may be, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(f) Further Assurances. Each of the parties shall take action and shall execute and deliver such instruments as may from time to time be necessary to effectuate the terms and conditions hereof.

(g) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(h) Construction. This Agreement may be amended only by

a written instruction signed by the parties hereto, and shall be construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

SELLER:

Lee D. Bolter

Edward A. Bolter
EDWARD A. BOLTER

Mayani O. Bolter

PURCHASER:

Mayani O. Bolter

John H. Anderson
JOHN H. ANDERSON

Lee D. Bolter

5712

Law Offices of

TAYLOR, BRION, BUKER & GREENE

Barnett Bank Plaza
Suite 1200
One East Broward Boulevard
Fort Lauderdale, Florida 33301
(305) 522-6700
Fax (305) 522-6711

TELECOPY TRANSMITTAL

To: Gertie Dugal

From: Heidi D Anderson

Date: 7/26/94

Re: Stock Purchase Agreement

Telecopier No: 305-292-8227

NO. OF PAGES TRANSMITTED INCLUDING THIS COVER SHEET 15

The information contained in this facsimile message is attorney privileged and confidential information intended only for the use on the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Comments:

ARTICLES OF AMENDMENT OF
PHOENIX SHELTER ADVERTISING, INC.

The Articles of Incorporation of PHOENIX SHELTER ADVERTISING, INC., a Florida corporation, are hereby amended to change the name of the corporation, and Article I is hereby amended to read:

The name of the corporation shall be

ANDERSON OUTDOOR ADVERTISING, INC.

The foregoing amendment was adopted by the Shareholders and Directors of this corporation at a Special Meeting of the Shareholders and directors of the Corporation held July 25, 1994.

IN WITNESS WHEREOF, the undersigned President of this corporation has executed these Articles of Amendment this 25th day of July, 1994.

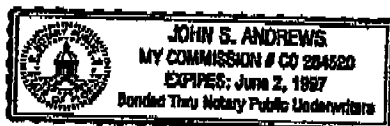
PHOENIX SHELTER ADVERTISING,
INC., a Florida corporation

By *John Anderson*
JOHN ANDERSON, President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared JOHN ANDERSON, to me known to be the President of the above corporation and who executed the foregoing instrument herein, and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of July, 1994.



John S. Andrews
Notary Public

LAW OFFICES

TAYLOR, BRION, BUKER & GREENE
ESTABLISHED 1906

M. H. TAYLOR (1882-1961)

LEILA D. ANDERSON
JOHN S. ANDREWS, P.A.
PETER C. BIANCHI, JR.
DAVID S. BOWMAN, P.A.
WILBUR E. BREWTON, P.A.
HAROLD L. GREENE
A. STEPHEN KOTLER
W. DOUGLAS MOODY, JR.
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HENRY H. TAYLOR, JR.
ARNALDO VELEZ
R. BRUCE WALLACE

OF COUNSEL
P. TRISTAN BOURGOIGNIE
FRANK D. HALL
BURTON HARRISON
ROBERT A. SPOTTSWOOD, P.A.

PLEASE REPLY TO

Fort Lauderdale

July 25, 1994

FOURTEENTH FLOOR
801 BRICKELL AVENUE
MIAMI, FLORIDA 33131-2900
TELEPHONE (305) 377-6700
TELECOPIER (305) 371-4578

POST OFFICE BOX 11889
225 SOUTH ADAMS STREET, SUITE 280
TALLAHASSEE, FLORIDA 32302-3189
TELEPHONE (904) 222-7717
TELECOPIER (904) 222-3494

BARNETT BANK PLAZA, 12TH FLOOR
ONE EAST BROWARD BOULEVARD
FT. LAUDERDALE, FLORIDA 33301-1808
TELEPHONE (305) 522-6700
TELECOPIER (305) 522-6711

500 FLEMING STREET
KEY WEST, FLORIDA 33040-1900
TELEPHONE (305) 292-1776
TELECOPIER (305) 292-1982

2801 PONCE DE LEON
SUITE 707
CORAL GABLES, FLORIDA 33134-8994
TELEPHONE (305) 445-7577
TELECOPIER (305) 445-9944

Capital Connection, Inc.
417 East Virginia Street
Suite One
Tallahassee, FL 32301

Attention: Glenda

Re: Name Change: Phoenix Shelter Advertising, Inc. to
Anderson Outdoor Advertising, Inc.

Dear Glenda:

I am enclosing herewith our check in the amount of \$111.00, together with the original and a copy of the Articles of Amendment of Phoenix Shelter Advertising, Inc., changing its name to Anderson Outdoor Advertising, Inc. Please file the Articles of Amendment with the Secretary of State, procuring a certificate from the State verifying the name change and forward that to me.

The fees paid to you are broken down as follows:

1. Filing Fee for Articles of Amendment	\$ 87.50
2. Capital Connection Fee	\$ 23.50

Please contact me if you have any difficulty effecting this name change.

Very truly yours,

John S. Andrews
JOHN S. ANDREWS

JSA:bc
Enclosures

JSA:bc
Enclosures

Very truly yours,

John S. Andrews
JOHN S. ANDREWS

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this 22 day of July, 1994, by and between EDWARD A. BOLTER the holder (hereinafter referred to as "SELLER") of FIFTY PERCENT (50%) of all of the outstanding shares of common stock of PHOENIX SHELTER ADVERTISING, INC., a Florida corporation (hereinafter referred to as the "Company") and JOHN H. ANDERSON (hereinafter referred to as "PURCHASER").

WITNESSETH:

WHEREAS, the SELLER is the owner of 100 shares of common stock of the Company, representing FIFTY PERCENT (50%) of all of the outstanding capital stock of the Company (the "Shares"); and

WHEREAS, Purchaser desires to purchase, and the SELLER desires to sell, the Shares representing FIFTY PERCENT (50%) of the issued and outstanding stock of the Company (hereinafter referred to as "Shares") upon and subject to the terms and conditions hereafter set forth;

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. Purchase and Sale Agreement.

On the Closing Date as defined in Section 3 hereof, and on the basis of the representations, warranties and agreements made herein or in the schedules and exhibits hereto or in certificates

or other instruments delivered pursuant hereto, and subject to the terms and conditions hereof, the SELLER agrees to sell, assign, transfer and deliver to PURCHASER, and PURCHASER agrees to purchase from the SELLER, the Shares, which on the Closing Date shall constitute FIFTY PERCENT (50%) of the issued outstanding capital stock of the Company.

2. Payment to SELLER at Closing.

At the closing, and upon execution hereof by the parties, PURCHASER shall deliver to SELLER, a cashiers' check for the amount of FORTY FIVE THOUSAND (\$45,000.00) Dollars payable to EDWARD A. BOLTER; ONE-HALF of the projected cash balance in the Company bank account as of July 31st, 1994, which sum is agreed to be TWELVE THOUSAND FOUR HUNDRED TEN AND NO/100THS DOLLARS (\$12,410.00); reimbursement for the expense of the 1994 Gator Golf tournament in Key West, Florida, in the sum of EIGHT HUNDRED AND NO/100THS DOLLARS (\$800.00); reimbursement for a portion of the money paid to SOLAR OUTDOOR LIGHTING, INC. for solar panels in the sum of TWO THOUSAND SIX HUNDRED FIFTY AND NO/100THS DOLLARS (\$2,650.00); and the commission for the Aids Awareness Contract in the sum of SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00). Upon receipt of said funds in the aggregate total sum of SIXTY ONE THOUSAND FIVE HUNDRED THIRTY-FIVE AND NO/100THS DOLLARS (\$61,535.00), the SELLER shall deliver to PURCHASER certificates for the Shares, registered in the names of the SELLER, each such certificate duly endorsed by the registered owner thereof for transfer or accompanied by an