

L 000000 10824

SCIBILIA & MCCUIN, P.C.
Attorneys and Counsellors at Law

Worthington Professional Park
1263 Wilbur Cross Highway
Berlin, Connecticut 06037
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E-Mail: lawyers@scibilia-mccuin.com

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02 OCT 10 PM 12:40

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

October 3, 2002

VIA FED-EX OVERNIGHT MAIL

Department of State
Division of Corporations
Corporate Filings
409 E. Gaines Street
Tallahassee, FL 32399
850.488.9000

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Re: LE Technologies, LLC

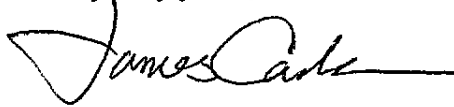
L-10824

Dear Sir or Madam:

I have enclosed for filing the Articles of Merger of LE Technologies, LLC (a Florida limited liability company) with and into LE Technologies, LLC (the surviving Connecticut limited liability company) ("Articles of Merger"), in accordance with the requirements of §608.4382 of the Florida Limited Liability Company Act. Also enclosed is a check for the filing fee for the Articles of Merger in the amount of \$50.00 (\$25.00 per each limited liability company being merged) made payable to the "Secretary of the State." Should you have any questions, please contact me. Thank you.

AL

Very truly yours,



James L. Carlson

Enclosures

FF \$50.00



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

October 9, 2002

SCIBILIA & MCCUIN, P.C.
C/O JAMES L. CARLSON
1263 WILBUR CROSS HIGHWAY
BERLIN, CT 06037

SUBJECT: LE TECHNOLOGIES, LLC
Ref. Number: L00000010824

We have received your document for LE TECHNOLOGIES, LLC and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The plan of merger must be attached/included.

Please return 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) 245-6094.

Agnes Lunt
Document Specialist

Letter Number: 302A00056516

SCIBILIA & MCCUIN, P.C.
Attorneys and Counsellors at Law

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1263 Wilbur Cross Highway
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TALLAHASSEE, FLORIDA

October 3, 2002

VIA FED-EX OVERNIGHT MAIL

Agnes Lunt
Department of State
Division of Corporations
Corporate Filings
409 E. Gaines Street
Tallahassee, FL 32399
850.245.6051

Re: LE Technologies, LLC – Articles and Plan of Merger

Dear Ms Lunt:

Due to an administrative error, my office failed to enclose a copy of the Agreement and Plan of Merger when we filed the Articles of Merger of LE Technologies, LLC (a Florida limited liability company) with and into LE Technologies, LLC (the surviving Connecticut limited liability company) (“Articles of Merger”), in accordance with the requirements of §608.4382 of the Florida Limited Liability Company Act by overnight mail on October 3, 2002.

Pursuant to my telephone conversation with Marcia in your office, please find enclosed a copy of the Agreement and Plan of Merger for LE Technologies, LLC. Should you have any questions or need any additional information, please feel free to contact me. Thank you.

Very truly yours,



James L. Carlson

Enclosures

ARTICLES OF MERGER
Merger Sheet

MERGING:

LE TECHNOLOGIES, LLC A FLORIDA ENTITY

INTO

LE TECHNOLOGIES, LLC A CONNECTICUT ENTITY, entity not qualified in
Florida.

File date: October 10, 2002

Corporate Specialist: Agnes Lunt

ARTICLES OF MERGER
OF
LE TECHNOLOGIES, LLC,
A Florida limited liability company
WITH AND INTO
LE TECHNOLOGIES, LLC
A Connecticut limited liability company

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TALLAHASSEE, FLORIDA

The undersigned limited liability companies, LE Technologies, LLC and LE Technologies Merger Company, LLC

DO HEREBY CERTIFY:

FIRST: That the names and states of organization of each of the constituent limited liability companies of the merger are as follows:

NAME	STATE OF ORGANIZATION
LE Technologies, LLC	Florida
LE Technologies Merger Company, LLC	Connecticut

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been duly authorized and approved by each of the constituent limited liability companies in accordance with the requirements of Section 34-194 of the Connecticut General Statutes and the applicable provisions of Chapter 608 of the Florida Statutes.

THIRD: That the plan of merger is that LE Technologies, LLC will merge with and into LE Technologies Merger Company, LLC, which shall be the surviving limited liability company, and the name of the surviving limited liability company of the merger is "LE Technologies, LLC."

FOURTH: That the Articles of Organization of LE Technologies Merger Company, LLC, a Connecticut limited liability company, which is the surviving company, shall continue in full force and effect as the Articles of Organization of the surviving limited liability company.

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FIFTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving limited liability company, the address of which is 91 Prestige Park Circle, Suite 5, East Hartford, Connecticut 06108.


SIXTH: That a copy of the Agreement and Plan of Merger will be furnished, on request and without cost, to any member of either constituent limited liability company

SEVENTH: That the address of the principal office of the surviving limited liability company, is 91 Prestige Park Circle, Suite 5, East Hartford, Connecticut 06108. The surviving entity does hereby irrevocably appoint the Secretary of State of Florida as its agent to accept service of process in any proceeding for enforcement of any obligation or the rights of dissenting members of LE Technologies, LLC, a Florida limited liability company which is a party to the merger. The surviving entity agrees to promptly pay to the dissenting members of LE Technologies, LLC the amount, if any, to which such dissenting members are entitled under Section 608.4384 of the Florida Limited Liability Company Act.

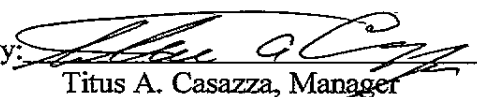
EIGHTH: The Effective Date of the Merger shall be the date on which these Articles of Merger have been filed with both the Secretary of the State of Connecticut under Section 34-196 of the Connecticut General Statutes and the Department of State of Florida under Section 608.4382 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned affirm that the statements made herein are true under the penalties of perjury, this 3rd day of October, 2002.

LE TECHNOLOGIES, LLC

By: 
Richard J. Nelson, Manager

LE TECHNOLOGIES MERGER COMPANY, LLC

By: 
Titus A. Casazza, Manager

TRUE AND ACCURATE
COPY OF ORIGINAL

AGREEMENT AND PLAN OF MERGER



Dated as of August 28, 2002, by and between LE TECHNOLOGIES, LLC, a Florida limited liability company having an office and place of business at 2739 U.S. Highway 19, Suite 422, Holiday, Florida 34691 ("LET") and LE TECHNOLOGIES MERGER COMPANY, LLC a Connecticut limited liability company having its principal place of business at 91 Prestige Park Circle, Suite 5, East Hartford, Connecticut 06108 ("LET-CT").

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WHEREAS, LET's business is primarily conducted through premises leased in East Hartford, Connecticut, and LET has no significant business contacts with the State of Florida; and

WHEREAS, each of LET and LET-CT (sometimes collectively referred to as the "Merging Companies") have determined it to be in the best interests of the Merging Companies to change the state of organization of LET from Florida to Connecticut;

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, LET and LET-CT do hereby agree as follows and adopt the following Plan of Merger:

1. Merger. LET and LET-CT shall merge in accordance with the provisions of Section 608.438 of the Florida Statutes and Section 34-198 of the Connecticut General Statutes (the "Merger").

2. Effective Date. This Agreement and Plan of Merger shall be effective as of the close of business on the date the Articles of Merger are filed with both the Secretary of the State of Connecticut in accordance with Section 34-196 of the Connecticut General Statutes and filed with the Department of State of Florida in accordance with Section 608.4382 of the Florida Statutes. Such date is hereinafter referred to as the "Effective Date".

3. Surviving Corporation. LET-CT shall survive the merger herein contemplated and the name of the surviving corporation shall be "LE Technologies, LLC".

4. Articles of Organization. The Articles of Organization of LET-CT, as amended on or before the Effective Date, shall be the Articles of Organization of the surviving limited liability company following the Effective Date, unless and until the same shall be amended in accordance with the provisions thereof, which power to amend is hereby expressly reserved; provided, however, that the Articles of Organization of LET-CT may not be amended after the date on which this Agreement and Plan of Merger is approved by the members of LET and LET-CT and prior to the Effective Date, except for any change or amendment thereto that could otherwise be adopted without the approval of the members of the surviving limited liability company. A copy of the Articles of Organization of LET-CT as in effect on the date of this Agreement and Plan of Merger is attached hereto as Exhibit A. Such Articles of Organization shall constitute the Articles of Organization of LET-CT separate and apart from this Agreement and Plan of Merger and may be separately certified as the Articles of Organization of LET-CT.

5. Operating Agreement. The Operating Agreement of LET-CT, shall be the Operating Agreement of the surviving limited liability company following the Effective Date, unless and until the same shall be amended in accordance with the provisions thereof, which power to amend is hereby expressly reserved; provided, however, that the Operating Agreement of LET-CT may not be amended after the date on which this Agreement and Plan of Merger is approved by the members of LET and LET-CT and prior to the Effective Date, except for any change or amendment thereto that could otherwise be adopted without the approval of the members of the surviving limited liability company. A copy of the Operating Agreement of LET-CT as of the Effective Date is attached hereto as Exhibit B.

6. Exchange of Membership Interests of LET. Forthwith upon the Effective Date, each of the membership interests and warrants of LET currently issued and outstanding shall be retired, and the following number of membership interests and warrants of LET-CT shall be issued to each LET Member:

(a) Holders of LET Membership Interests shall receive one Membership Interest of LET-CT for each membership interest of LET held by such holders.

(b) Holders of LET Warrants to acquire Membership Interests at an Exercise Price of \$2.00 per Membership Interest ("LET Warrants") shall receive one LET-CT Warrant for each LET Warrant held by such holders, upon the same terms and conditions as the LET Warrants.

(c) Membership Certificates and Warrant Certificates of LET-CT will be issued promptly after the Effective Date, and the Membership Certificates and Warrant Certificates of LET shall be and become null and void.

(d) The LET-CT membership interest held by LE Systems, Inc., the sole member of LET-CT shall be cancelled on the Effective Date, and shall be null and void, as the plan of merger contemplated hereby is to result in each member of LET owning the same percentage of ownership in LET-CT as such member owned in LET (subject to the proper exercise of dissenter rights by members of LET).

7. Amendments to LET-CT's Articles of Organization. On the Effective Date, the Articles of Organization of LET-CT shall be amended to change the name of LET-CT to "LE Technologies, LLC."

8. Managers. The Managers of LET-CT and their business addresses are, and following the Effective Date, shall be:

Titus A. Casazza

91 Prestige Park Circle
Suite 5
East Hartford, CT 06108

Richard J. Nelson

91 Prestige Park Circle
Suite 5
East Hartford, CT 06108

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Jay D. Kehoe

91 Prestige Park Circle
Suite 5
East Hartford, CT 06108

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Michael D. Flanigan

91 Prestige Park Circle
Suite 5
East Hartford, CT 06108

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9. Approvals Required. This Agreement and Plan of Merger must be approved by the Managers of each of the Merging Companies, and by the affirmative vote of the holders of at least two-thirds of the voting power of the outstanding membership interests of LET-CT, and of at least a majority in interest of the members of LET. This Agreement and Plan of Merger may be abandoned at any time prior to the Effective Date by votes of the Managers of each of the Merging Companies with no further action on the part of the members of the Merging Companies. The Managers of each of the Merging Companies have voted unanimously in favor of this Agreement and Plan of Merger as of the date hereof.

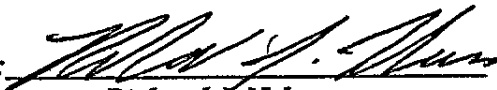
10. Further Documents. By execution hereof, LET-CT does hereby expressly assume all of the obligations and liabilities of LET as of the Effective Date. LET and LET-CT authorize the filing of appropriate Articles of Merger, as well as other documents necessary or desirable to effect this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement and Plan of Merger to be executed by the vote of its managers.

Dated as of August 28, 2002

LE TECHNOLOGIES, LLC

By:



Richard J. Nelson

Its Manager, duly authorized

Dated as of August 28, 2002

LE TECHNOLOGIES MERGER COMPANY, LLC.

By:



Titus A. Casazza

Its Manager, duly authorized

EXHIBIT A

FILED

ARTICLES OF ORGANIZATION
Limited Liability Company

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Office of the Secretary of the State

30 Trinity Street / P.O. Box 150470 / Hartford, Connecticut 06115-0470 / Rev. 10/01/2001

Space for office use only

Filing Fee: \$60.00

1. NAME OF THE LIMITED LIABILITY COMPANY:

LE Technologies Merger Company, LLC

2. NATURE OF BUSINESS TO BE TRANSACTED OR THE PURPOSES TO BE PROMOTED OR CARRIED OUT:

To engage in any lawful act or activity for which limited liability companies may be formed under the Connecticut Limited Liability Company Act.

It is understood that the foregoing statement of the nature of the business to be transacted or the purposes to be promoted and carried out by the Company are not intended to limit or restrict in any manner the exercise of all powers conferred upon the Company by the general laws of the State of Connecticut or any other state, country, territory or governmental entity, and that nothing contained herein is to be construed as an attempt to secure powers not properly obtainable by limited liability companies organized under the laws of the State of Connecticut.

3. PRINCIPAL OFFICE ADDRESS:

91 Prestige Park Circle, Suite 5
East Hartford, Connecticut 06108

4. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS:

Name of Agent:

Titus A. Casazza

Business address:

91 Prestige Park Circle, Suite 5
East Hartford, Connecticut 06108

Residence address:

165 Grandview Drive
Glastonbury, Connecticut 06033

Acceptance of appointment

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/s/ Titus Casazza

Agent - Titus Casazza

5. MANAGEMENT:

(Place a check mark next to the following statement only if it applies)

The management of the limited liability company shall be vested in one or more managers.

6. MANAGER(S) OR MEMBER(S) INFORMATION:

<u>Name</u>	<u>Title</u>	<u>Residence Address</u>	<u>Business Address</u>
1. Titus Casazza	Manager	165 Grandview Dr. Glastonbury, CT 06033	91 Prestige Park Circle Suite 5 East Hartford, CT 06108
2. Richard Nelson	Manager	363 Spring Street Manchester, CT 06040	91 Prestige Park Circle Suite 5 East Hartford, CT 06108
3. Jay Kehoe	Manager	19 Glazier Dr. Glastonbury, CT 06073	91 Prestige Park Circle Suite 5 East Hartford, CT 06108
4. Michael Flanigan	Manager	5558 Vardon Drive Canandaigua, NY 14424	91 Prestige Park Circle Suite 5 East Hartford, CT 06108

7. EXECUTION

Dated this 22nd day of July, 2002

Titus Casazza
Print or type name of organizer

/s/ Titus Casazza
Signature

Please send receipt to:

Suzanne M. Scibilia, Esq.
James L. Carlson, Esq.
Scibilia & McCuin, P.C.
Worthington Professional Park
1263 Wilbur Cross Highway
Berlin, Connecticut 06037

EXHIBIT B

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OPERATING AGREEMENT

**LE Technologies Merger Company, LLC,
As of the Effective Date to be known as
LE Technologies, LLC**

A CONNECTICUT
LIMITED LIABILITY COMPANY

*To be Effective As Of the
Effective Date of
The Merger Between
LE Technologies, LLC and LE Technologies Merger Company,
LLC*

ARTICLE I
DEFINITIONS

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The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein);

"Articles of Organization" shall mean the Articles of Organization of LE Technologies Merger Company, LLC, to be known as LE Technologies, LLC pursuant to certain Articles of Merger as filed with the Secretary of the State of Connecticut, as the same Articles of Organization may be amended from time to time. A copy of the Articles of Organization are attached hereto as Exhibit A.

"Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VII.

"Capital Contribution" shall mean any agreed contribution to the capital of the Company in cash, property or services by a Member, whenever made.

"Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

"Company" shall be known as LE Technologies Merger Company, LLC until the Effective Date at which time the Company shall be known as LE Technologies, LLC.

"Company Interest" shall mean the interest in the profits and losses of the Company, as determined by the percentage of ownership of the Company, of each Member and Economic Interest Owner.

"Connecticut Act" shall mean the Connecticut Limited Liability Company Act (CGSA §34-100 et seq.), as amended.

"Connecticut Securities Act" shall mean the Connecticut Uniform Securities Act (CGSA §36b-1 et seq.) as amended.

"Distributable Cash" shall mean all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.

"Economic Interest" shall mean an interest in the Company's Net Profits, Net Losses and distributions pursuant to this Operating Agreement and the Connecticut Act, but shall not include

any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members.

"Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

"Effective Date" shall be the effective date of the merger of LE Technologies Merger Company, LLC (a Connecticut Limited Liability Company) and LE Technologies, LLC (a Florida Limited Liability Company).

"Entity" shall mean a general partnership, a limited partnership, a limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.

"Event of Dissociation" shall mean an event that causes a person to cease to be a Member, as provided in Section 34-180 of the Connecticut Act.

"Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

"Gifting Member" shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

"Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement as set forth on Exhibit B attached hereto.

"Initial Members" shall mean those persons listed on Exhibit B attached hereto, who have executed this Operating Agreement, and whose subscriptions have been accepted by the Company in connection with its organization, formation and its initial offering in reliance upon the availability of exemptions from state and federal securities registration.

"Majority Interest" shall mean one or more Membership Interests which taken together exceed 66 2/3% of the aggregate of all Membership Interests.

"Manager" shall mean the Manager or Managers of the Company serving and appointed from time to time in accordance with Article V hereof.

"Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each person who may hereafter become a Member as permitted herein by execution of a Member Signature Page in the form attached hereto as Exhibit C. If a person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

"Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business

and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Connecticut Act.

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"Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting selected by the Members at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

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TALLAHASSEE
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"Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

"Person" shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

"Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Members for capital expenditures, working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Selling Member" shall mean any Member or Economic Interest Owner which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

"Shares" shall mean Company Interests.

"Transferring Member" shall mean a Selling Member or a Gifting Member.

"Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II

FORMATION OF COMPANY

Section 2.1-Formation. The Company was formed as a limited liability company under the Connecticut Act by the filing of its Articles of Organization with the Secretary of the State of Connecticut on July 23, 2002.

Section 2.2-Principal Place of Business. The Company's principal place of business shall be at 91 Prestige Park Circle, Suite 5, East Hartford, Connecticut 06108, or at such other place as the Members may from time to time deem advisable.

Section 2.3-Registered Agent and Registered Office. The Company's initial registered agent and registered agent shall be Titus A. Casazza, 91 Prestige Park Circle, Suite 5, East Hartford, Connecticut 06108. The Company may change its registered agent and registered office by filing the name and/or address of the new agent and/or office with the Secretary of the State of the State of Connecticut pursuant to the Connecticut Act.

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Section 2.4-Term. The term of existence of the Company commenced on the date of the filing of Articles of Organization with the Secretary of the State of the State of Connecticut and shall end on July 23, 2052, unless the Company is earlier dissolved in accordance with either the provisions of this Operating Agreement or the Connecticut Act.

ARTICLE III

BUSINESS OF COMPANY

Section 3.1-Permitted Businesses. The business of the Company shall be for the purpose of manufacturing and bring to market new technologies involving non-lethal weapon systems for the law enforcement and public safety sectors of the market. Specifically, and without limitation as to the creation of future non-lethal weapon systems, the Company is, and intends to develop, design, manufacture, market, and sell a new generation Laser Dazzler™ non-lethal weapon system and future non-lethal weapon systems as it creates and develops new technologies.

Section 3.2-Objective. The Company was formed with the objective of permitting a small group of investors capable of losing their entire investment to own a part of a company that may develop and sell, or own and operate, one or more projects directly related to the developing, marketing, and selling of the Laser Dazzler™ non-lethal weapons systems and future non-lethal weapons systems as created and developed by the company which could result in long-term appreciation or a reasonable rate of return on investment.

ARTICLE IV

MEMBERS

The names of the Initial Members and the agreed upon value of the Initial Capital Account of each, together with the initial membership interest of each are as set forth on Exhibit B attached hereto and incorporated herein by reference. Members hereafter admitted to the Company shall become Members by executing a Member Signature Page which the Company shall cause to be attached hereto from time to time as Exhibit C. Upon admissions to the Company of additional Members, Exhibit B shall be amended to reflect issuances of Membership Interests from time to time, as well as the resulting dilution of percentage Membership Interest occasioned by additional issuances.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

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Section 5.1-Management. Except as otherwise specifically provided in this Operating Agreement, the business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage and control the business of the Company to the best of their ability. It is specifically understood and agreed that the authority of the Managers shall be limited as set forth herein. At any time when there is more than one Manager, the approval of a majority of the Managers shall be required to take any action or exercise the powers delegated to the Managers herein, unless a higher percentage is expressly required pursuant to this Operating Agreement.

Section 5.2 -Number, Identity, Tenure and Qualifications.

Managers: The Company shall initially have four Managers who shall be Titus A. Casazza, Richard J. Nelson, Jay D. Kehoe and Michael D. Flanigan. The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of the Managers. Each Manager shall hold office until his successor shall have been elected and qualified or such earlier time as he may resign or be removed as provided herein.

Section 5.3-Certain Powers of Managers. Without limiting the generality of Section 5.1, the Managers shall have power and authority on behalf of the Company:

- (a) To borrow money for the Company from banks, other lending institutions, Members, or affiliates of the Members on such terms as the Manager deems appropriate and in connection therewith, to mortgage, hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums.
- (b) To purchase liability insurance to protect the Company's property and business and Directors and Officers Liability Insurance to protect the Manager;
- (c) To invest any Company funds temporarily in time deposits, and short-term accounts;
- (d) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary or appropriate, in the opinion of the Manager, to the business of the Company;
- (e) To employ accountants, legal counsel, managing agents, brokers, a Transfer Agent or others to perform services for the Company and to compensate them from Company funds;

(f) To enter into any and all other agreements on behalf of the Company, with any other person for any purpose, in such forms as the Manager may approve; and

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(g) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business; and

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(h) To sell, exchange or otherwise dispose of any of the Company's assets.

Unless authorized to so do by this Operating Agreement or by written authorization of the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member (other than a Member who is also a Manager) shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

Section 5.4-Managers Have No Exclusive Duty to Company. A Manager shall not be required to manage the Company as his/her sole and exclusive function and shall have other business interests and engage in other activities in addition to those relating to the Company.

Section 5.5-Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatories thereon, unless the Managers determine otherwise.

Section 5.6-Company Books. In accordance with Section 9.2 herein, the Managers shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books and other relevant Company documents. Upon reasonable request, each Member and Economic Interest Owner shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's and Economic Interest Owner's expense.

Section 5.7-Indemnity of Managers. The Company shall indemnify the Managers from and against any claim by any third party, including Members, seeking monetary damages against such Manager arising out of such Manager's performance of his duties in good faith in accordance with Section 22 of the Connecticut Act.

Section 5.8-Resignation. Any Manager of the Company may resign at any time by giving written notice to the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such late time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 5.9-Removal. Any Manager may be removed at any time, but only for cause, by the affirmative vote or written consent of (a) Members holding a Majority Interest, or (b) the majority vote of the Managers excluding the Manager whose removal is being voted upon. The

removal of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 5.10-Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote or written consent of the remaining Managers.

Section 5.11-Compensation of Managers. The Managers shall receive no compensation for their services as such; provided that Managers may be compensated for other services rendered to the Company.

Section 5.12 - Regular Meetings. Regular Meetings of the Managers shall be held at such time and place as may be specified from time to time by resolution of the Managers and notice thereof need not be given. If no such resolution shall be in effect, Regular Meetings of the Managers shall be called in the manner hereinafter provided with respect to Special Meetings of the Managers.

Section 5.13 Special Meetings. Special Meetings of the Managers may be called by request of any two Managers. At least two (2) days oral or written notice of each Special Meeting stating the time and place of the Meeting shall be given to each Manager. No notice of a Meeting need be given to any Manager who attends such Meeting in person without protesting prior to, at the commencement of or promptly upon his arrival at such Meeting, or who waives such notice in writing executed and filed with the Company, either before or after the Meeting. The Managers shall cause any such waiver to be filed with, or entered upon, the records of the Meeting.

Section 5.14 Quorum and Voting Requirements. At any meeting of the Managers, a majority of the Managers shall constitute a quorum. The affirmative vote of a majority of the Managers shall be required for action by the Managers on any matter whatsoever, unless a higher percentage is expressly required by the provisions hereof.

Section 5.15 Transaction of Business Without Meeting. Any company action which can be authorized at a regularly constituted Meeting of the Managers may be authorized without such a Meeting, provided that the Managers consent in writing to such action before or after the time such action is taken and the number of such Managers executing the consent constitutes a quorum for such action, and is sufficient to approve the action so taken. Consents shall be filed with the Minutes of the Meetings of the Managers.

Section 5.16 Participation in Meetings by Telephonic Conference. A Manager may participate in a meeting of the Managers by means of conference telephone or similar communications equipment enabling all managers participating in the meeting to hear one another, and participation in a meeting in any manner authorized by this paragraph shall constitute presence in person at such meeting.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

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Section 6.1-Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Connecticut Act and other applicable law. STATE OF FLORIDA
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Section 6.2-List of Members. Upon written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members and Economic Interest Owners.

Section 6.3-Priority and Return of Capital. Except as may be expressly provided in Article VII, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided, however, that this Section shall not apply to repayment of loans (as distinguished from Capital Contributions) which a Member has made to the Company.

Section 6.4-Voting Rights; Meetings. Except as specifically set forth in this Operating Agreement or required by law, Members shall have no voting rights and meetings of Members when called, shall be for informational purposes or to review and discuss the business and operations of the Company. Meetings of the Members however, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any two or more Managers or by any two or more Members holding at least a twenty-five (25%) percent Membership Interest. All meetings shall occur at the Company's principal place of business unless otherwise determined by the Managers.

Section 6.5-Notice of Meeting. Written or telephonic notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, by or at the direction of the Manager, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceeding thereof, the transaction of such meeting are as valid as if a meeting were formally called and notice had been given.

Section 6.6-Quorum. At any meeting of the Members, a Majority Interest of the then Membership Interests outstanding, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than said Majority Interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 6.7-Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Manager of the Company before or at the time of the meeting. No proxy shall be valid after six months from date of execution, unless otherwise provided in the proxy.

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Section 6.8-Voting by Certain Members. Certificates for membership interests standing in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the by-laws or other governing instrument of such entity may prescribe or, in the absence of such provision, as the Board of Directors of such entity may determine. Certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name.

Section 6.9-Telephonic Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 6.10-Manner of Acting.

Section 6.10.1-Formal Action by Members. Membership action on any matter whatsoever which requires the vote of Members of the Company shall require the affirmative vote of a Majority Interest. With respect to the taking of any action that requires the vote or approval of Members of the Company, each Member shall be entitled to one vote per Membership Interest.

Section 6.10.2-Procedure. The Manager of the Company shall preside at meetings of the Members. A record shall be maintained of the meetings of the Members.

Section 6.10.3-Presumption of Assent. A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

Section 6.10.4-Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without notice and without a meeting if consents in writing, setting forth the action so taken, shall be signed by a number of Members owning whatever percentage of Membership Interest is required to accomplish the action to be taken.

ARTICLE VII

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CONTRIBUTIONS TO THE COMPANY, CAPITAL ACCOUNTS
AND CERTIFICATES FOR MEMBERSHIP

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Section 7.1-Member's Capital Contributions. Each Member shall contribute such cash, property or services as is set forth in Exhibit B hereto as its share of the Initial Capital Contribution.

Section 7.2-Additional Contributions. Except as set forth in Section 7.1, no Member shall be required to make any Capital Contribution. Without limiting the Company's ability to admit additional Members, the Manager may determine from time to time that additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification or to meet operating deficits). Notice of such determination shall be given to all Members Each Member shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with the percentage of their respective Company Interests (Amount to be raised multiplied by percentage of Membership Interest owned) and will be issued additional Membership Interests determined as follows:

Amount of Additional Contribution by a Member
(divided by)

Current Value of each Company Interest (all Economic Interests and Membership Interests)

Equals Number of Additional Membership Interest to be Issued to Member Making an Additional Contribution

In the event any Member shall fail to contribute his full, pro-rata share of any additional Capital Contribution within thirty (30) days following notice of determination that additional capital contributions are necessary or appropriate, then those Members who contributed his full pro-rata share of any additional Capital Contribution may make further additional Capital Contributions on a pro-rata basis in accordance with their respective Membership Interests adjusted to exclude the Membership Interests of those Members who failed to initially contribute his full, pro-rata share of any additional Capital Contribution. This process shall continue until such time as the additional Capital Contribution determined to be necessary or appropriate by the Manager or Members is raised, or no Member desires to make any further Capital Contribution.

Once the Company has raised the Additional Capital Contributions determined to be necessary or appropriate by the Manager or raised as much of said additional Capital Contributions as is forthcoming from the Members, then additional Certificates for Shares will be listed on the books of the Company and the Company Interest of all Members and Economic Interest Owners shall be adjusted accordingly.

Section 7.3-Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. In general, each Member's Capital Account will be increased by (i) the amount of money contributed by such Member to the Company; (ii) the agreed fair market value of property or services contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and (iii) allocations to such Member of Net Profits; and decreased by (i) the amount of money distributed to such Member by the Company; (ii) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); and (iii) allocations to such Member of net Losses. Capital Accounts will be maintained in accordance with the requirements of 704(b) of the Code and the Treasury Regulations promulgated thereunder.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) Upon liquidation of the Company, liquidating distributions will be made in accordance with the Company Interest of the Members and Economic Interest Owners. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within 120 days after the date of the liquidation or such later date as the Company shall have been able to liquidate its assets). The Company may offset damages for breach of this Operating Agreement by a Member or Economic Interest Owner whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(d) Except as otherwise required in the Connecticut Act (and subject to Section 7.1 and 7.2), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account.

Section 7.4-Certificates for Membership Interests. Certificates for Membership Interests (and any other interest, right to acquire membership interests, or other security) will be issued to indicate Company Interest. Certificates for membership interests shall be in such form as shall be determined by the Managers, and shall bear appropriate legends restricting transfer thereof. Notwithstanding anything in this Operating Agreement, the Company will not issue fractional interests but will purchase all fractional interests at the Current Share Value at the time said fractional interests would have been issued.

Section 7.5-Transfer of Shares. Transfer of Shares of the Company shall be made only on the transfer books of the Company.

ARTICLE VIII

ALLOCATIONS, INCOME TAX AND DISTRIBUTIONS

Section 8.1-Allocations of Profits and Losses. The Net Profits and Net Losses of the Company for each Fiscal Year will be allocated to the Members in a manner appropriately reflecting the Member's respective Company Interests and in compliance with applicable tax law. 09/01/10 PM 12:41

Section 8.2-Distributions. Except as provided in Section 7.3(c), all distributions of cash or other property shall be made to the Members pro-rata in proportion to the respective Company Interests of the Members on the record date of such distribution. All distributions of Distributable Cash and property shall be made at such time as determined by the Manager. No Member shall have the right to demand and receive property other than cash, irrespective of the nature of its Capital Contribution. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 7.2. SECRETARY OF STATE
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Section 8.3-Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

Section 8.4-Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

Section 8.5-Loans to Company. Nothing in this Operating Agreement shall prevent any Member or Manager from making secured or unsecured loans to the Company by agreement with the Company.

ARTICLE IX

ACCOUNTING, REPORTS

Section 9.1-Accounting Period. The Company's accounting period shall be the calendar year.

Section 9.2-Records, Audits and Reports. The Manager shall maintain or cause to be maintained records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business the following records:

- (a) A current and a past list setting forth in alphabetical order the full name and last known business, residence, or mailing address of each Member and Economic Interest Owner, both past and present;
- (b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles of amendment have been executed;

(c) Copies of the Company's federal, state, and local income tax returns and financial statements for the three most recent years, or, if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period.

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(d) Copies of the Company's current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect.

(e) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each Member and the times at which or the events upon the happening of which any additional contributions are to be made by each Member;

(f) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up;

(g) Other writings, if any, prepared pursuant to a requirement in this Operating Agreement.

Section 9.3-Returns and Other Elections. The Managers shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members as soon as practical after the end of the Company's fiscal year but in any event prior to the date upon which Federal and Connecticut State tax returns are required to be filed by Members.

All elections permitted to be made by the Company under federal or state laws shall be made by the Managers.

ARTICLE X

TRANSFERABILITY

Section 10.1-General.

(a) No Member shall have the right to sell, assign, transfer, pledge, hypothecate, exchange or otherwise transfer for consideration (collectively, "sell"), or gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its Company Interest, except in accordance with this Article X, and upon the availability of an exemption from registration of the Company Interest to be transferred with state and federal securities laws and regulations.

(b) In the event of either the sale of the Selling Member's interest in the Company to a third party purchaser or the gift of an interest in the Company (including an Economic

Interest), and as a condition to recognizing one or more of the effectiveness and binding nature of any such sale or gift as against the Company or otherwise, and (subject to Section 11.2, below) substitution of a new Member, the remaining Members may require the Selling and/or Gifting Member or Economic Interest Owner and the proposed purchaser, donee or successor in interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members may deem necessary or desirable to:

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- (i) constitute such purchaser, donee or successor-in-interest as a Member;
 - (ii) confirm that the person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner);
 - (iii) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;
 - (iv) maintain the status of the Company as a partnership for federal tax purposes; and
 - (v) assure compliance with any applicable state and federal laws including securities laws and regulations (including an opinion of counsel acceptable to the Company, the cost of which shall be paid by the Transferring Member).
- (c) Any sale or gift of a Membership Interest or Economic Interest or admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Member's consent thereto was given.
- (d) The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of benefits and reasonable accounting and legal expense) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

Section 10.2-Transferee Not Member in Absence of Consent of Other Members.

- (a) Notwithstanding anything contained herein to the contrary, if Members holding a Majority Interest of the Membership Interests held by Members other than the Transferring Member do not approve, by written consent, of the proposed sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The

transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved by written consent of other Members as aforesaid and in compliance with applicable Securities laws) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Members, a determination made as set forth in Section 10.1(b)(v) above, and the Certificate for Shares surrendered for reissuance as an Economic Interest only.

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(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Membership Interest in the Company which does not at the same time transfer the balance of the rights associated with the Membership Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of \$100.00, all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Membership Interest.

10.3-Voluntary Transfers. Subject to the provisions of Section 10.6:

(a) Should any Member or Economic Interest Owner desire to sell or transfer any portion or all of his Company Interest (other than to then Member of the Company), then the Company, or other Members as set forth herein, will have the right to purchase such Company Interest. If a Selling Member has a responsible offer, then said Company Interest shall be offered to the Company by a written proposal which shall set forth in detail the terms and conditions of such offer, and the names of the proposed purchaser(s). The Company has the right to meet the terms and conditions of that offer, to be exercised at any time within thirty (30) days after receipt of said written proposal, Closing to be held within ninety (90) days of the date of exercise.

(b) If the Company fails to purchase all of the offered Company Interest, Members not selling their interest may participate proportionately in said purchase(s), according to the percentage of their Membership Interest. Members have the right to purchase pursuant to this Section for a period of thirty (30) days after receipt from the Company of a written notice that the Company Interest has been offered for sale and the Company will not purchase all of said offered Company Interest.

(c) Subject to prior compliance with the provisions of Section 10.1(b)(v) above, in the event the Members and the Company shall fail to elect to purchase, in the aggregate, all of the offered Company Interest, then the Offeror shall be free to withdraw the offer and to transfer (subject to the provisions of Sections 10.1, 10.2, and 10.6 hereof) the Company Interest to the person or persons named in the written proposal; provided, however, that in the event no such transfer shall be completed within ninety (90) days following the date of the written proposal, no transfer of Company Interest shall thereafter be made without again giving the written proposal and successive options herein required.

Section 10.4-Purchase Upon Death.

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(a) Upon the death of a Member (hereinafter "Deceased Member") the Deceased Member's interest in the Company shall become that of an Economic Interest Owner and the legal representatives of the Deceased Member shall sell to the Company, and the Company shall purchase, for a purchase price of \$100.00, all remaining rights and interests retained by the Deceased Member (including, without limitation, the rights of the Deceased Member to participate in the management of the business and affairs of the Company) which immediately prior to such sale or gift were associated with the transferred Economic Interest. The Deceased Member's legal representatives may transfer the Deceased Member's Economic Interest subject to the provisions of this Article X. Should a Member purchase (hereinafter "Purchasing Member") all or any part of a Deceased Member's Economic Interest the Purchasing Member may immediately purchase an equal percentage of the Deceased Member's Membership Interest from the Company for \$100.00.

(b) Upon the death of an Economic Interest Owner (hereinafter "Deceased Owner"), the Deceased Owner's legal representative may transfer the Deceased Owner's Economic Interest subject to the provisions of this Article X.

Section 10.5-Purchase of Economic Interest By Member. Should a Member purchase (hereinafter "Purchasing Member") all or any part of an Economic Interest which had previously been part of a Membership Interest, the Purchasing Member may immediately purchase, for a purchase price of \$100.00, a Membership Interest in a percentage equal to the percentage of Company Interest of the Economic Interest being purchased.

Section 10.6-Limitations on Transfer. Notwithstanding any other provision hereof to the contrary, no transfer or sale of any Membership Interest, or Economic Interest or of any other interest, right to acquire membership interests, or security of the Company, may be made or effective, unless and until the Company is satisfied that such transfer or sale is to be made in compliance with all applicable federal and state securities laws and regulations. Shares are, and will be, "restricted securities" as that term is defined in Rule 144 promulgated under the Securities Act of 1933, as amended. Members will not sell, transfer, assign, pledge or otherwise dispose of, or attempt to sell, transfer, assign, pledge or otherwise dispose of all or any portion of a Member's Company Interest in the absence of either an effective registration statement, or an opinion of reputable securities counsel satisfactory in form and substance to the Company and its counsel that such proposed sale, transfer, assignment, pledge or other disposition would not be in violation of the Act or applicable state securities laws, and in accordance herewith.

ARTICLE XI

ADDITIONAL MEMBERS

Section 11.1-Additional Members.

(a) Subject to the further provisions hereof, from the date of the formation of the Company, any person or entity acceptable to the Managers may become a Member in the Company by the issuance by the Company of a Membership Interest for such consideration as the Manager shall determine in good faith to be the fair value of the interest so issued, subject to the terms and conditions of this Operating Agreement and of any law, regulation or rule applicable to the business of the Company.

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(b) The Company intends to admit additional Members, however, in accordance with available exemptions from various federal and state securities laws and regulations, which will have the effects of diluting the Company Interest of Members.

(c) No new Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at his option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro-rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

Section 11.2-Additional Members – D. Wood Holdings, LLC Anti-dilution Provision.

The Company acknowledges that D. Wood Holdings, LLC ("D. Wood") has provided invaluable services to the Company without compensation therefore since inception, and has invested a significant amount into the Company. Therefore, the Company desires to protect D. Wood from dilution of its percentage of ownership of the Company, but only as specifically set forth herein. Promptly following the Effective Date of this Operating Agreement, the Company intends to seek to raise additional capital through a private placement of its Membership Interests of up to \$1.0 million, and the amount to be raised may represent up to 25% of the total outstanding Membership Interests of the Company ("Private Placement"). For the period from the Effective Date, and continuing through the termination of such contemplated Private Placement, the Company shall issue such number of additional Membership Interests to D. Wood as is necessary in order to maintain D. Wood's percentage of ownership in the Company as of the Effective Date. This anti-dilution provision shall be of no force and effect if the Company does not effect the Private Placement, as herein defined, and shall terminate, if not sooner, on January 31, 2003.

ARTICLE XII

DISSOLUTION AND TERMINATION

Section 12.1-Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the happening of any of the first to occur of the following:

(i) at the time, if any, specified in its Articles of Organization;

- (ii) upon written consent of Members holding at least a Majority Interest;
- (iii) upon the entry of a decree of final dissolution under Section 34-207 of the Connecticut Act.

(b) As soon as possible following the occurrence of any of the events specified in this Section 12.1 effecting the dissolution of the Company, the Members shall proceed to wind up the Company's business in accordance with the Section 34-209 of the Connecticut Act.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.1-Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided therein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

Section 13.2-Application of Connecticut Law. This Operating Agreement, and the application of interpretation hereof, shall be governed by its terms and by the laws of the State of Connecticut, and specifically the Connecticut Act.

Section 13.3-Waiver of Action for Partition. Each Member and Economic Interest Owner irrevocable waives during the term of the Company any right that he may have to maintain any action for partition with respect to the property of the Company.

Section 13.4-Amendments. This Operating Agreement may be amended by the written agreement of the holders of a Majority Interest or by a majority of the Managers.

Section 13.5-Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

Section 13.6-Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 13.7-Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

Section 13.8-Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 13.9-Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 13.10-Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 13.11-Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

Section 13.12-Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

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Section 13.13-Counterparts. This Operating Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned members have hereunto set their hands or caused this instrument to be executed as of the 28th day of August, 2002.

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TALLAHASSEE, FLORIDA


Titus A. Casazza


Richard J. Nelson


Jay D. Kehoe

/s/ Michael Flanigan
Michael D. Flanigan

Amended October 2.02 as follows:

Article I, Definitions, "Distributable Cash":

The word "Members" on the sixth line was deleted and the word "Managers" was inserted in lieu thereof.

Section 9.3:

The word "Members" on the first line of the first paragraph of the section, and on the second line of the second paragraph of the section was deleted and the word "Managers" was inserted in lieu thereof.

Section 13.13-Counterparts. This Operating Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned members have hereunto set their hands or caused this instrument to be executed as of the 28th day of August, 2002.

Titus A. Casazza

Richard J. Nelson

Jay D. Kehoe

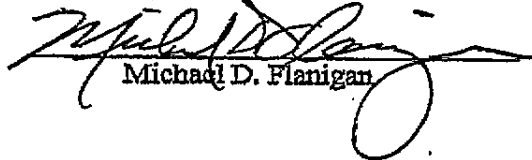

Michael D. Flanigan

EXHIBIT A

ARTICLES OF ORGANIZATION

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ARTICLES OF ORGANIZATION
Limited Liability Company

Office of the Secretary of the State
30 Trinity Street / P.O. Box 150470 / Hartford, Connecticut 06115-0470 / Rev. 10/01/2001

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Space for office use only

Filing Fee: \$60.00

1. NAME OF THE LIMITED LIABILITY COMPANY:

LE Technologies Merger Company, LLC

2. NATURE OF BUSINESS TO BE TRANSACTED OR THE PURPOSES TO BE PROMOTED OR CARRIED OUT:

To engage in any lawful act or activity for which limited liability companies may be formed under the Connecticut Limited Liability Company Act.

It is understood that the foregoing statement of the nature of the business to be transacted or the purposes to be promoted and carried out by the Company are not intended to limit or restrict in any manner the exercise of all powers conferred upon the Company by the general laws of the State of Connecticut or any other state, country, territory or governmental entity, and that nothing contained herein is to be construed as an attempt to secure powers not properly obtainable by limited liability companies organized under the laws of the State of Connecticut.

3. PRINCIPAL OFFICE ADDRESS:

91 Prestige Park Circle, Suite 5
East Hartford, Connecticut 06108

4. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS:

Name of Agent:

Titus A. Casazza

Business address:

91 Prestige Park Circle, Suite 5
East Hartford, Connecticut 06108

Residence address:

165 Grandview Drive
Glastonbury, Connecticut 06033

Acceptance of appointment

/s/ Titus Casazza
Agent - Titus Casazza

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5. MANAGEMENT:

(Place a check mark next to the following statement only if it applies)

The management of the limited liability company shall be vested in one or more managers.

6. MANAGER(S) OR MEMBER(S) INFORMATION:

<u>Name</u>	<u>Title</u>	<u>Residence Address</u>	<u>Business Address</u>
1. Titus Casazza	Manager	165 Grandview Dr. Glastonbury, CT 06033	91 Prestige Park Circle Suite 5 East Hartford, CT 06108
2. Richard Nelson	Manager	363 Spring Street Manchester, CT 06040	91 Prestige Park Circle Suite 5 East Hartford, CT 06108
3. Jay Kehoe	Manager	19 Glazier Dr. Glastonbury, CT 06073	91 Prestige Park Circle Suite 5 East Hartford, CT 06108
4. Michael Flanigan	Manager	5558 Vardon Drive Canandaigua, NY 14424	91 Prestige Park Circle Suite 5 East Hartford, CT 06108

7. EXECUTION

Dated this 22nd day of July, 2002

Titus Casazza
Print or type name of organizer

/s/ Titus Casazza
Signature

Please send receipt to:

Suzanne M. Scibilia, Esq.
James L. Carlson, Esq.
Scibilia & McCuin, P.C.
Worthington Professional Park
1263 Wilbur Cross Highway
Berlin, Connecticut 06037

EXHIBIT B

MEMBERSHIP LIST OF LE TECHNOLOGIES, LLC, THE FLORIDA LIMITED LIABILITY COMPANY THAT IS PARTY TO THE MERGER DESCRIBED IN THE OPERATING AGREEMENT AS OF AUGUST 28, 2002, AND ANTICIPATED TO BE THE MEMBERSHIP LIST OF LE TECHNOLOGIES, LLC, THE SURVIVING LIMITED LIABILITY COMPANY OF THE MERGER, ON THE EFFECTIVE DATE.

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<u>Name of Each Member</u>	<u>Capital Contribution</u>	<u>Number of Membership Interests</u>	<u>Number of Percentage of Ownership Interest</u>
LE Systems, Inc.	\$2,800.00	2,800,000	73.14%
D. Wood Holdings, LLC	\$250,000.00	250,000	6.53%
Casazza Family Partnership	\$150,000.00	150,000	3.92%
Titus A. Casazza	\$100,000.00	100,000	2.61%
Chris Andros DEF Benefit Pension Plan	\$50,000.00	50,000	1.31%
Victor Z. Swist	\$35,000.00	35,000	0.91%
James DePersia	\$30,000.00	30,000	0.78%
Mr. David Brown	\$54,710.00	27,355	0.71%
Sagebrook, LLC	\$25,000.00	25,000	0.65%
Ruth Hill & Doyle Hill	\$25,000.00	25,000	0.65%
Robert L. McCrory, Jr. & Betsy W. McCrory	\$25,000.00	25,000	0.65%
Michael C. Peterson	\$25,000.00	25,000	0.65%
Mark Roscio	\$25,000.00	25,000	0.65%
Kerinchan Babaoglu	\$25,000.00	25,000	0.65%
Joseph S. Greco	\$25,000.00	25,000	0.65%
Essex Aero Services, LLC	\$25,000.00	25,000	0.65%
Ed Horn	\$25,000.00	25,000	0.65%
Deborah A. Brzezowski	\$25,000.00	25,000	0.65%
David J. Cordone	\$25,000.00	25,000	0.65%
Dan Eric Kehoe & Nancy Ellen Kehoe	\$25,000.00	25,000	0.65%
Bryan A. Peters	\$25,000.00	25,000	0.65%
Antonio Panebianco	\$25,000.00	25,000	0.65%
Bertrand Gaipeau	\$12,500.00	12,500	0.33%
Suzanne M. Scibilia	\$7,934.00	7,934	0.21%
J. Scott McCuin	\$7,933.00	7,933	0.21%
Doyle E. Hill	\$12,000.00	6,000	0.16%
Larry Billings Design, LLC	\$3,472.00	1,736	0.05%
Totals	\$1,066,349.00	3,828,458	100.00%

EXHIBIT C

MEMBER SIGNATURE PAGE

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The undersigned, desiring to become a Member of LE TECHNOLOGIES, LLC, in accordance with and pursuant to the terms and conditions set forth in the Operating Agreement of LE TECHNOLOGIES, LLC (the "Agreement") thereof, hereby subscribes to the number of Membership Interests of LE TECHNOLOGIES, LLC set forth below, and agrees to be bound by the terms and provisions of the Agreement. The undersigned hereby authorizes the Manager of LE TECHNOLOGIES, LLC to attach this Signature Page to the Agreement with the same force and effect as though the undersigned had signed the Agreement, and to modify Exhibit B to the Agreement to reflect the undersigned's Membership in the Company.

Executed and acknowledged by the undersigned as a Member of LE Technologies, LLC.

No. of
Membership
Interests (Shares)

Total
Subscription

Member:

_____ \$ _____

(Signature of Member)

(Name of Member / Please Print)

Residence Street Address

City State Zip Code