

L 99000003584

June 10, 1999

Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

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-06/14/99--01082--001
***185.00 ***185.00

Dear Sir:

W99-13999

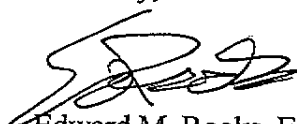
Enclosed please find the following items regarding United Industrial, L.L.C.:

- 1.) Affidavit of Membership & Contributions
- 2.) Affidavit of Contributions & Schedule of Interests of United Industrial, L.L.C.
- 3.) Operating Agreement for United Industrial, L.L.C.
- 4.) A check in the amount of \$185.00 to cover the following items
 1. Filing Fee for Articles of Organization and Affidavit
 2. Designation of Registered Agent

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***100.00 ***100.00

If you require additional information, I can be reached at:
106 N.W. Drane Street
Plant City, FL 33566
Phone: (813) 752-2113

Sincerely,


Edward M. Rooks, Esq.

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CORPORATIONS

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FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

June 15, 1999

EDWARD M ROOKS
106 NW DRAN STREET
PLANT CITY, FL 33566

SUBJECT: UNITED INDUSTRIAL, L.L.C.
Ref. Number: W99000013999

We have received your document for UNITED INDUSTRIAL, L.L.C. and check(s) totaling \$185.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

There is a balance due of \$100.00. Refer to the attached fee schedule for a breakdown of the fees. Please return a copy of this letter to ensure your money is properly credited.

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) 487-6097.

Michael Mays
Document Specialist

Letter Number: 499A00032225

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ARTICLES OF ORGANIZATION
for
UNITED INDUSTRIAL, L. L.C.
a Florida limited liability company

THIS OPERATING AGREEMENT is entered into as of the 10th day of June, 1999, by and between the Members of the Company.

ARTICLE I
DEFINITIONS

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

1. "Additional Member" shall mean any Person or Entity who is or which is admitted to the Company as an Additional Member pursuant to Section 608.432 of the Florida Act.

2. "Affiliate" shall mean with respect to any party, any corporation, partnership or individual which directly or indirectly (i) is owned or controlled by such party, (ii) owns or controls such party or (iii) is under common control with such party.

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

4. "Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement. "Additional Capital Contribution" shall mean any additional capital contribution to the capital of the Company pursuant to this Operating Agreement

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

6. "Company" shall refer to UNITED INDUSTRIAL, L.L.C.

7. "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; and (iii) such cash reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.

8. "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association.

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

10. "Florida Act" shall mean the Florida Limited Liability Company Act at 608.401, *et seq.*, as amended.

11. "Interest" shall mean the percentage ownership interest of a Member in the Company as shown on *Exhibit A*.

12. "Manager" shall mean the following: EDWARD M. ROOKS, ISSAC F. ROOKS, JR., and RICHARD M. ROMAN, or any other Person or Entity that succeeds any of such persons in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

13. "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Additional or Substitute Members.

14. "Net Profits" shall mean, for each Fiscal Year, the income and gains of the Company determined in accordance with accounting principles consistently applied from year to year. As reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for federal income tax purposes, plus any income described in Section 705(a)(1)(B) of the Code.

15. "Net Losses" shall mean, for each Fiscal Year, the losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year as reported, separately or in the aggregate, as appropriate, on the Company's information tax return filed for federal income tax purposes, plus any expenditures described in Section 705(a)(2)(B) of the Code.

16. "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time, and which shall constitute the "Regulations" of the Company under Chapter 608, of the Florida Statutes.

17. "Organization Express" shall mean those expenses incurred in connection with the formation of the Company.

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

19. "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 Managers for 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.

20. "Substitute Member" shall mean any Person or Entity who or which is admitted to the Company as a Substitute Member pursuant to Section 608.433 of the Florida Act.

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ARTICLE II
FORMATION OF COMPANY

2.1 Formation. On June 10, 1999, the Company was organized as a Florida Limited Liability Company under and pursuant to the Florida Act.

2.2 Name. The name of the Company is UNITED INDUSTRIAL, L. L.C.

2.3 Principal Place of Business. The principal place of business of the Company shall be 106 N.W. Drane Street, Plant City, Plant City, FL 33566. The Company may locate its places of business and registered office at any other place or places as the Managers may deem available from time to time.

2.4 Registered Office and Registered Agent. The Company's registered office shall be at the office of its registered agent at 106 N.W. Drane Street, Plant City, Plant City, FL 33566, and the name of its initial registered agent at such address shall be Edward M. Rooks.

2.5 Term. The term of the Company shall be thirty (30) years from the date of filing of Articles of Organization with the Secretary of State of the State of Florida, unless the Company is earlier dissolved in accordance with either the provisions of the Articles of Organization, this Operation Agreement or the Florida Act.

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ARTICLE III
BUSINESS OF COMPANY

3.1 Permitted Businesses. The business of the Company shall be:

(a) To accomplish any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets;

(b) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Florida Act;

(c) To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

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ARTICLE IV
NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as follows:

Edward M. Rooks
106 N.W. Drane Street
Plant City, Florida 33566

Issac F. Rooks, Jr.
106 N.W. Drane Street
Plant City, Florida 33566

Richard M. Roman
Suite A, 205 N. Parsons Ave.
Brandon, FL 33511

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ARTICLE V
RIGHTS AND DUTIES OF MANAGERS

5.1 Management. The business and affairs of the Company shall be managed solely by its designated Managers. The Members shall from time to time elect a Chief Manager, who shall be the Chief Executive and Operating Manager of the Company and shall have the authority to bind the Company in all matters in the ordinary course of business. EDWARD M. ROOKS is hereby designated the initial Chief Manager until his resignation or removal from office or until his successor is elected and qualified. With the exception of the Chief Manager, the Managers may, from time to time, apportion and delegate responsibilities among the various Managers. In the event that there is only one Manager elected by the Members, he will automatically become the Chief Manager.

5.2 Number, Tenure and Qualifications. The number of Managers of the Company shall be fixed from time to time by the Members voting in a duly constituted meeting of such. In no instance shall there be less than one Manager. By signing this Operating Agreement, the Members confirm that at the current time there shall be three (3) Managers, EDWARD M. ROOKS, ISSAC F. ROOKS, JR. And RICHARD M. ROMAN. Each Manager shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified. Managers shall be elected by the Members voting in a duly constituted meeting of such. A Manager need not be a resident of the State of Florida or a Member of the Company.

5.3 Certain Powers of the Manager. Without limiting the generality of Section 5.1, but subject to the express provisions of this Section 5.3, the Managers shall have full, complete and unilateral power to do any and all things, including acting through a Chief Manager or through any duly authorized manager or other agent, except as otherwise provided herein, on behalf of the Company:

(a) To acquire property from any Person or Entity as such Manager may determine. The fact that a Member is directly or indirectly affiliated or connected with any such Person or Entity shall not prohibit a Manager from dealing with that Person or Entity,

(b) To borrow money for the Company from banks, other lending institutions, the Members, or affiliates of the Members on such terms as they deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. Except as otherwise provided in the Florida Act, no debt shall be contracted or liability incurred by or on behalf of the Company except by a Company Manager,

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own any Company real and/or personal property in the name of the Company;

(e) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) Upon the affirmative vote of the Members holding a majority of the Interests, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) 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, and any other instruments or documents necessary, in the sole and absolute opinion of such Manager, to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

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

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

Notwithstanding the above, no Manager shall take any of the actions described in (a) through (i) above without the approval of the Chief Manager or the delegation of the responsibility to take any of such actions by the Chief Manager.

Unless authorized to do so by this Operating Agreement or by a Manager of the Company, no Member, agent or employee 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 pecuniarily for any purpose. However, a Manager may act by a duly authorized attorney-in-fact.

5.4 Liability for Certain Acts. Each Manager shall exercise his business judgment in managing the business, operations and affairs of the Company. Unless fraud, deceit, gross negligence, willful misconduct or a wrongful taking shall be proved by a nonappealable court order, judgment, decree or decision, each Manager shall not

be liable or obligated to the Members for any mistake of fact or judgment or for the doing or any act or the failure to do any act by such Manager in conducting the business, operations and affairs of the Company, which may cause or result in any loss or damage to the Company or its Members. Each Manager does not, in any way, guarantee the return of the Member's Capital

Contribution or a profit for the Members from the operations of the Company. No Manager shall be responsible to any Member because of a loss of his investments or a loss in operations, unless the loss shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by such Manager proved as set forth in this Section 5.4. Each Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

5.5 Manager Has No Exclusive Duty to Company. Each Manager shall not be required to manage the Company as his sole and exclusive function and he may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom.

5.6 Bank Accounts. Each Manager may from time to time open bank accounts in the name of the Company, and each Manager shall be a signatory thereon, unless the Managers determine otherwise.

5.7 Indemnity of the Manager. Each Manager shall be indemnified by the Company under the following circumstances and in the manner and to the extent indicated:

(a) In any threatened, pending or completed action, suit or proceeding to which a Manager was or is a party or is threatened to be made a party by reason of the fact that he is or was a Manager of the Company (other than an action by or in the right of the Company) involving an alleged cause of action for damages arising from the performance of his activities on behalf of the Company, the Company shall indemnify such Manager against expenses, including attorney's fees, judgments and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if a Manager acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and provided that his conduct has not been found by a nonappealable court judgment, order, decree or decision to constitute gross negligence, willful or wanton misconduct, or a breach of his fiduciary obligations to the Members. The termination of any action, suit or proceeding by judgment, order, or settlement shall not of itself create a presumption that such Manager did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company.

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(b) To the extent a Manager has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph 5.7(a) above, or in defense of any claim, issue or matter therein, the Company shall indemnify such Manager against the expenses, including attorney's fees, actually and reasonably incurred by him in connection therewith.

(c) The indemnification set forth in this paragraph shall in no event cause the Members to incur any liability beyond their total Capital Contributions plus their share of any undistributed profits of the Company, nor shall it result in any liability of the Members to any third party.

5.8 Resignation. Each Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of such Manager shall take effect upon receipt of the notice thereof or at such later 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.

5.9 Removal. At a meeting called expressly for that purpose, a Manager, including the Chief Manager, may be removed at any time, with or without cause, by the Members voting in a duly constituted meeting of such.

5.10 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company shall be filled by the Members voting in a duly constituted meeting of such. My Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the Members voting in a duly constituted meeting of such. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify, or until his earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor shall be elected and qualify, or until his earlier, death, resignation or removal.

5.11 Salaries. The salaries and other compensation of each Manager shall be fixed from time to time by the Members voting in a duly constituted meeting of such, and no Manager shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

5.12 Other Officers. The Managers may elect such other officers such as President, Chairman of the Board, Vice-President, Secretary and Treasurer, as they deem appropriate and the Managers shall set the duties of such officers.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Limitation of Liability. Each Member's liability shall be limited as set forth in the Florida Act and other applicable law.

6.2 Company Debt Liability. A Member will not personally be liable for any debts or losses of the Company beyond his or her respective Capital Contributions, except as provided in Section 6.6 herein or as otherwise required by law.

6.3 List of Members. Upon written request of any Member, the Managers shall provide a list showing the names, addresses and interests of all Members in the Company.

6.4 Approval of Sale of All Assets. The Members shall have the right, voting in a duly constituted meeting of such, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

6.5 Company Books. In accordance with Section 16.2 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 shall have the right, during ordinary business hours, to inspect and copy such Company documents at the Members expense.

6.6 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company. When a Member has rightfully received the return in whole or in part of its Capital Contribution, the Member is nevertheless liable to the Company for any sum, not in excess of the return with interest, necessary to discharge its liability to all creditors of the Company who extended credit and whose claims arose before the return.

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ARTICLE VII
MEETINGS OF MEMBERS

7.1 Annual Meeting. The annual meeting of the Members shall be held at such time and place as shall be determined by resolution of the Members, commencing with the year 1999, for the purpose of the transaction of such business as may come before the meeting.

7.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chief Manager or the Managers upon written request of Members of record holding in the aggregate ten (10%) percent or more of the Interests entitled to vote, such written request to state the purpose or purposes of the meeting and to be delivered to the Chief Manager or the Managers.

7.3 Place of Meetings. The Chief Manager or the Managers may designate any place, either within or outside the State of Florida as the place of meeting or any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Company in the State of Florida.

7.4 Notice of Meetings. Except as provided in Section 7.5, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be given by or at the direction of the Chief Manager, the Managers or Members of record holding in the aggregate ten (10%) percent or more of the Interests entitled to vote, not less than two (2) nor more than fifty (50) days before the date fixed for such meeting; except if the Interests are to be affected in any manner, directed or indirectly, at least ten (10) days notice shall be given. A waiver of such notice, in writing, signed by the Person or Persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such notice. Except as otherwise required by statute, notice of any adjourned meeting of the Members shall not be required. If mailed, such notice shall be deemed to be delivered as provided in Section 16.1.

7.5 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Florida, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.6 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this

Section, such determination shall apply to any adjournment thereof.

7.7 Quorum. The majority of the Interests represented in person or by proxy shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, the Member so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting may be given to each Member of record entitled to vote at the meeting.

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 noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Interests whose absence would cause less than a quorum.

7.8 Voting. Except as may otherwise be provided by statute or this Agreement, each Member shall at every meeting of the Members be entitled to vote that percentage in interest, as shown on Exhibit A attached hereto, in person or by proxy, then held by such Member. However, no proxy shall be voted on after eleven (11) months from its date, unless the proxy provides for a longer period.

7.9 Manner of Acting. If a quorum is present, the affirmative vote of a majority of the Interests represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Florida Act, by the Articles of Organization, or by this Operating Agreement.

7.10 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a 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 eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

7.11 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the Manager of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 7.11 is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

7.12 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

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ARTICLE VIII
MEETING OF THE MANAGERS

8.1 Annual Meetings. The Managers shall meet each year immediately after the annual meeting of the Members for the purpose of organization and consideration of any other business that may properly be brought before the meeting. No notice of any kind to the Managers for such annual meeting shall be necessary.

8.2 Regular Meetings. The Chief Manager or the Managers from time to time may provide by resolution for the holding of regular meetings and fix the time and place of such meetings. Regular meetings may be held within or without the State of Florida. The Managers need not be given notice of regular meetings provided that the Chief Manager promptly sends notice of any change in the time or place of such meetings to each Manager not present at the meeting at which such change was made.

8.3 Special Meetings. The Managers may hold special meetings of the Managers at anyplace, either within or without the State of Florida, at any time when called by any Manager. Notice of the time and place thereof shall be given to and received by each Manager at least three (3) days before the meeting. A waiver of such notice in writing, signed by the Person or Persons entitled to said notice, either before or after the time stated therein, shall be deemed equivalent to such notice. Notice of any adjourned special meeting of the Managers need not be given.

8.4 Quorum. The presence, at any meeting, of at least two (2) Managers or a majority of the total number of Managers, whichever is greater, shall be necessary and sufficient to constitute a quorum for the transaction of business. Except as otherwise required by statute, the act of two (2) Managers or a majority of the Managers present at the meeting at which a quorum is present, whichever is greater, shall be the act of the Managers; however, if only two (2) Managers are present, unanimity of action shall be required. In the absence of a quorum, a majority of the Managers present at the time and place of any meeting may adjourn such meeting from time to time until quorum is present.

8.5 Consent of Managers in Lieu of Meeting. Unless otherwise restricted by statute, the Managers may take any action required or permitted to be taken at any meeting of the Managers without a meeting, if a written consent thereto is signed by all of the Managers, and such written consent is filed with the minutes of proceedings of the Managers.

8.6 Telephonic Meeting. Any meeting held under this Article VII may be held by telephone.

8.7 Attendance Constitutes Waiver. Attendance by a Manager at a meeting constitutes a waiver of any notice to which the Manager may otherwise have been entitled, except where a Manager attends a meeting for the express purpose of objecting the transaction of any business because the meeting is not lawfully called or convened.

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ARTICLE IX
CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

9.1 Members' Initial Capital Contributions. Each Member shall contribute such amount as is set forth in Exhibit A hereof as its share of the Initial Capital Contribution.

9.2 Additional Capital Contributions. There shall be no additional capital contributions to the capital of the Company unless otherwise agreed to in writing by all of the Members or except as otherwise hereinafter provided. A Member may assign his Interest or other interests in the Company to others, but only as hereinafter provided.

9.3 Return of Capital Contributions. No Member shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Company and as specifically provided for in this Agreement.

9.4 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property or other consideration contributed by such Member to the Company (net of liabilities secured by any contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and (3) the amount of Net Profits allocated to such Member. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such member by the Company; (2) 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 (3) the amount of Net Losses allocated to such Member.

(b) In the event of a permitted sale or exchange of an Interest, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred interest.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 9.4 is intended to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder.

(d) Upon liquidation of the Company (or any Member's interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taken in to account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days of the date of the end of the taxable year (or, if later, within ninety (90) days after the date of the liquidation).

9.5 Withdrawal or Reduction of Members' Contributions to Capital. A Member shall not receive out of the Company's property any pan of its contributions to capital until;

(a) All liabilities of the Company, except liabilities of Members on account of their contributions to capital, have been paid or sufficient property of the Company remains to pay them.

(b) The consent of all Members is had, unless the return of the contribution to capital may be rightfully demanded as provided in the Florida Act.

(c) The Articles of Organization are canceled or so amended as to set out the withdrawal reduction.

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ARTICLE X
ALLOCATION, INCOME TAX, ELECTIONS AND REPORTS

10.1 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each Fiscal Year shall be allocated among the Members as follows: Until such time as each Member has received an amounts equal to (i) the entire amount of its Capital Contribution as set forth on Exhibit A, plus (ii) an amount equal to a six (6%) percent cumulative annual rate of return on its Capital Contribution through the date of the entire amount of its Capital Contribution is returned ("Payout"), Net Profits and Net Losses shall be allocated to the Members pro rata in proportion of their Interests. Any credit available for income tax purposes shall be allocated among the Members in like fashion.

10.2 Distribution. All distributions of cash or other property shall be made to the Members pro rata according to the manner in which Net Profits and Net Losses were allocated pursuant to Section 10.1. Except as provided in Section 10.3, all distributions of Distributable Cash and property shall be made at such time as determined by the Managers. 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 10.2.

10.3 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, except liabilities to Members on account of their contributions.

10.4 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principals applied on a consistent basis under the method of accounting determined by the Managers to be consistent with the business of the Company.

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

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

10.7 Records and Reports. At the expense of the Company, the Managers shall maintain 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) 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 amendment has been executed;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three (3) most recent years;

(d) Copies of the Company's current effective written Operating Agreement, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the three (3) most recent years;

(e) Minutes of every annual, special meeting and court-ordered meeting;

(f) Any written consent obtained from members for actions taken by Members without a meeting.

The Company's books shall be kept and its financial statements shall be prepared under the method of accounting described in Section 10.4.

10.8 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax 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 within a reasonable time after the end of the Company's fiscal year.

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

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ARTICLE XI
TRANSFER RESTRICTIONS

11.1 Permitted Transfer.

(a) No Member shall dispose of all or part of his Interest except in compliance with the terms and conditions of this Agreement. Any other proposed disposition, whether voluntary or involuntary, shall be void and shall not operate to transfer any interest or title in any Interest.

(b) Notwithstanding anything to the contrary in this Agreement;

(i) An individual Member may at any time and from time to time without compliance with Sections 11.2 to 11.7 hereof make a gift of all or a part of his Interest to one or more of his Family Donees (as defined in Section 11.4) if each such Family Donee upon acquisition of such interest becomes a party to this Agreement; provided, however, that the Family Donee shall not participate in the management of the Company without the unanimous consent of all Members;

(ii) A Family Donee of an individual Member may at any time and from time to time without compliance with Sections 11.2 to 11.7 hereof make a gift of all or any part of his Interest back to such Member or to another Family Donee of the same Member if upon acquisition of such Interest the recipient Family Donee becomes a party to this Agreement; provided, however, that the recipient Family Donee shall not participate in the management of the Company without the unanimous consent of all Members;

(iii) A Member may at any time and from time to time, without compliance with Sections 11.2 to 11.7, transfer all or part of its Interest to one or more Affiliates, if such Affiliate upon acquisition of such Interest becomes a party to this Agreement and if permitted by the Florida Act, such Affiliate may participate in the management of the Company;

(iv) A Member may at any time and from time to time, without compliance with Sections 11.2 to 11.7, transfer all or part of his Interest to one or more business associates, if such business associates upon acquisition of such Interest become a party to this Agreement, and such business associate may participate in the management of the Company

(v) Dispositions of an Interest by a Member, an Affiliate or a Family Donee to the Company or to a Member may be made without compliance with Sections 11.2 to 11.7 hereof.

11.2 Company's Option to Purchase Interest. A Member (the "Offering

Member") who desires to dispose of any Interest shall give a notice ("Notice") signed by the Offering Member to the Company and to each of the other Members. The Notice shall specify the Interest ("Offered interest") the Offering Member intends to dispose of, identify and give the address of the Person to whom the Offering Member proposes to dispose of the Offered Interest, and indicate the price, terms and conditions of the proposed disposition. In the event that a Member is not able to provide

Notice of any proposed disposition of Interest, the legal representative, successor in interest or proposed transferee of such Member shall so notify the Company of such proposed disposition.

(a) In the case of a proposed sale to a bona fide prospective purchaser who has offered in writing to purchase the Offered Interest at a stated price, the Company shall have the irrevocable and exclusive first option, but not the obligation, to purchase all or, subject to Section 11.5. A part of the Offered Interest with payment to be made in accordance with the provisions of Article XII hereof; provided that such purchase by the Company shall be at the price and upon any terms and conditions equal to those offered by such prospective purchaser (as evidenced by a copy of such offer to purchase which shall accompany the Notice), and provided further that the Company gives notice of its election to purchase to the Offering Member within thirty (30) days after the Company receives the Notice.

(b) In the case of any other proposed disposition (including any involuntary disposition) any Interest, the Company shall have the irrevocable and exclusive first option, but not the obligation, to purchase all or part of the Offered Interest at a price per percentage Interest to be purchased equal to Fair Market Value (as defined in Section 11.10) and with payment to be made in accordance with the provisions of Article XII hereof. The Company shall give notice of its election to purchase the Interest to the Offering Member (or other party giving notice of the proposed disposition) within thirty (30) days after the Company receives notice of such proposed disposition.

11.3 Members' Option to Purchase Interest. If the Company does not elect, as provided in Section 11.2. To purchase all the Offered Interest covered by the Notice, then, subject to Section 11.7, each Member other than the Offering Member shall have the irrevocable and exclusive option, but not the obligation, to purchase from the Offering Member that part of the Offered Interest that the Company has not elected to purchase, pro rata in the proportion that the Interest owned by such member on the date of the Notice bears to the aggregate Interest owned by all Members (exclusive of the Interest offered for sale or otherwise owned by the Offering Member).

(a) In the case of a proposed sale to a bona fide prospective purchaser who has offered in writing to purchase the Offered Interest at a stated price, at the price and upon any terms and conditions equal to those offered by such prospective purchaser as evidenced by a copy of such offer to purchase

which shall accompany the Notice), and

(b) In the case of any other proposed disposition of any Interest at a price per percentage of Interest being purchased equal to Fair Market Value with payment to be made in accordance with the provisions of Article XII hereof.

Each Member who elects to purchase all or a part of his pro rata portion of the Offered Interest shall give notice of such election to the Offering Member and to the other Members within thirty (30) days after the receipt of the Notice by the Company. Each such notice shall state the percentage of Interest which the Member giving the notice elects to purchase. If any Member fails to exercise his right to purchase his full pro rata portion of the Offered Interest, each other Member who has given notice of election to purchase his full pro rata portion of the offered interest shall have an additional ten (10) days after the expiration of such thirty (30) days period in which to give to the Offering Member and to the other Members further notice (the "Further Notice") of his election to purchase all or a part of the Remaining Interest (as defined below). Each Further Notice shall state the number of Remaining Interest which the Member giving the Further Notice elects to purchase. The Remaining Interest shall be apportioned among those Members who has given a Further Notice according to the procedure described in Sections 11.3(c) and 11.3 (d), or in such different portions as such members may agree among themselves.

(c) Each of the Participating Members (as defined below) shall be apportioned (i) that number of Remaining Interest that such Participating Member elected to purchase in his further notice and which have not yet been apportioned to such Participating Member pursuant to this Section 11.3(c) or (ii) such Participating Member's Pro Rata Portion of the Unpurchased Interest (as defined below), whichever is less.

(d) If the apportionment in Section 11.3(c) is followed and there remain at least one Participating Member and any Unpurchased Interest, the procedure described in Section 11.3(c) shall be repeated.

(e) For purposes of this Section 11.3, the following definitions shall apply:

(i) The "Remaining Interest" shall mean the Offered Interest that the Company and the Member have not theretofore elected to purchase.

(ii) A "Participating Member" shall mean a Member who has given a Further Notice and who has not yet been apportioned pursuant to Section 11.3(c) that number of additional Interest that such Member elected to purchase in his Further Notice.

(iii) "Unpurchased Interest" shall mean the Remaining Interest that has not yet been apportioned to Participating Members pursuant to Section 11.3(c).

(iv) A Participating Member's "Pro Rata Portion" of the Unpurchased Interests shall mean the number of Unpurchased Interest multiplied by the fraction formed by dividing the percentage Interest that such Participating Member held on the date the Company received the Notice by the total percentage Interest all of the Participating Members held on the date the Company received the Notice.

11.4 Effect of an Election. The Company and each Member giving notice of election to purchase pursuant to Section 11.2 and 11.3, respectively, shall be obligated severally and not jointly to purchase from the Offering Member, and the Offering Member, provided the Company, such other Members, or a combination of the Company and such other Members elect to purchase all of the Offered Interest, shall be obligated to sell to the Company, such other Members, or the Company and such other Members, as the case may be, the portion of Offered Interest stated therein, at the price and on the conditions determined pursuant to Sections 11.2 and 11.3 and Article XII.

11.5 Consequences if Entire Interest is not to be Purchased. If an Offering Member gives notice and the Company and other Members do not elect, pursuant to Sections 11.2 and 11.3, to purchase all of the Offered Interest, the Offering Member may elect to:

(a) Sell to the Company if it has elected to purchase part of the Offered Interest and to the Members, if any, who have elected to purchase part of the Offered Interest, the aggregate portion of such Offered Interest which the Company and such Members have elected to purchase at the price and on the terms and conditions determined pursuant to Sections 11.2 and 11.3 and Article XII, and at any time or times after the 30th day following the date of the Notice but before the 60th day following the date of the Notice ("Disposition Period"), such Offering Member may dispose of all the remaining Offered Interest at the price and on any other terms and conditions specified in the Notice to the such Person or Persons identified in the Notice; provided, however, that such Person or Persons shall not participate in the management of the Company without the unanimous consent of all Members. Each such Person acquiring any of the Offered Interest must become a party to this Agreement upon such acquisition. Any Interest not so disposed of by such Offering Member during the Disposition Period may not thereafter be disposed of, except in compliance with the terms and conditions of this Agreement;

(b) At any time or times during the Disposition Period, dispose of all the Offered Interest to the Person or Persons, at the price, and on any other terms and conditions specified in the Notice, provided that each such Person acquiring any interest in any of the Offered Interest becomes a party to this

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Agreement upon such acquisition and any Interest not so disposed of by such Offering Member during the Disposition Period may not thereafter be disposed of, except in compliance with the terms and conditions of this Agreement; or

(c) Withdraw the Notice and thereafter such Interest may not be disposed of, except in compliance with the terms and conditions of this Agreement.

11.6 Family Donee. "Family Donee" with respect to a Member shall mean:

(a) Any parent, child, descendant, or sibling of the Member, the spouse of any of the foregoing, or the spouse of the Member;

(b) Any trust established by the Member, or any trustee, custodian, fiduciary, or foundation which will hold the interest for charitable purposes or for the benefit of the Member or any of the Persons described in Section 11.6(a); above;

(c) Committees, guardians, or other legal representatives of the Member (whether alive or deceased) or of any of the Persons described in Section 11.6(a).

11.7 Substitute Member. Assuming that the provisions of Section 11.1 herein have been complied with and said transfer duly approved, or assuming the provisions of Section 11.2 to 11.7 apply thereto, no assignee or transferee of the whole or any portion of a Member's Interest shall have the right to become a Substitute Member in place of his assignor unless all of the following conditions are satisfied:

(a) The fully executed and acknowledged written instruments of assignment which has been filed with the Company setting forth the intention of the assignor that the assignee becomes a Substitute Member,

(b) The assignor and assignee execute and acknowledge such other instruments as the Managers may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement and his execution, acknowledgment and delivery to the Managers of such documents as the Managers may require in their sole discretion, the form and content of which shall be provided by the Managers; and

(c) The other Members unanimously consent to the assignee becoming a Substitute Member.

11.8 Additional Conditions. The following additional conditions shall apply with respect to a transfer of an Interest:

(a) The Managers may not treat an assignee who has not become a

Substitute Member as a Substitute Member in the place of his assignor.

(b) The Managers will be required to promptly amend the Operating Agreement to reflect the substitution of Members. Until the Operating Agreement is so amended, an assignee shall not become a Substitute Member for any purpose.

(c) Upon the death or legal incompetency of an individual Member, his personal representative shall have all of the rights of a Member for the purpose of settling or managing his estate, and such power as the decedent or incompetent possesses to constitute a successor as an assignee of its Interest in the Company and to join with such assignee in making application to substitute such assignee as a Member.

(d) Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Member not an individual, the authorized representative of such entity shall have all the rights of a Member for the purpose of effecting the orderly winding up and disposition of the business of such entity, and such power as such entity possessed to constitute a successor as an assignee of its Interest in the Company and to join with such assignee in making application to substitute such assignee as a member.

(e) Anything in this Agreement to the contrary notwithstanding, no Member or other Person who has become the holder of Interests in the Company shall transfer, assign or encumber all or any portion of his Interest in the Company during any fiscal year if such transfer, assignment or encumbrance would (in the sole and unreviewable option of the Managers) result in the termination of the Company being taxed as a partnership for purpose of the then applicable provisions of the Internal Revenue Code of 1986, as amended.

(f) In the event a vote of the Members shall be taken pursuant to this Agreement for any reason a Member shall solely for the purpose of determining the percentage of Interests held by him in weighing his vote, be deemed the holder of any Interests assigned by him in respect of which the assignee has not become a Substitute Member.

(g) Anything in this Agreement to the contrary notwithstanding, no Member or other Person who has become the holder of an Interest shall transfer, assign or encumber all or any portion of his Interests in the Company without obtaining the prior written consent of the Director of the appropriate state Securities Commission, if required under the Commission's rules, or the opinion of counsel for the Company that the transfer will not violate any federal or applicable state securities laws; provided, however, that receipt of an opinion may be waived by the Chief Manager.

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11.9 Voluntary Withdrawal. In the event that a Member wishes to withdraw from the Company, such Member may withdraw by making an assignment pursuant to Section 11.2 herein and giving thirty (30) days notice pursuant to this paragraph to all remaining Members of such Member's intention to withdraw and of the assignment of such withdrawing Member's Membership. As a result of such voluntary withdrawal, such withdrawing Member shall forfeit all rights to his Capital Account and shall have no further liability to the Company.

11.10 Fair Market Value. "Fair Market Value" per percentage Interest shall be determined by dividing (i) the fair market value established for the Company by one independent appraiser elected jointly by the Members by (ii) 100. If the Members are unable to agree on the choice of an independent appraiser, such appraiser shall be appointed by the American Arbitration Association. The costs of such appraisal shall be borne pro rata by the Company and/or any Members purchasing Interests in proportion to the Interests purchased by each of them.

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ARTICLE XII
METHODS OF PURCHASE

12.1 Manner of Payment. The Company and each Member, if any, purchasing an Interest pursuant to Article XI hereof shall pay for such interest as follows:

(a) In the case of a proposed sale to a bona fide purchaser who has offered in writing to purchase the Offered Interest at a stated price, payment shall be made in the manner and upon any terms and conditions set forth in the Notice or the offer attached thereto (if such stated price includes any property other than cash, such stated price shall be deemed to be the amount of any cash included in the stated price plus the value of determined by an independent appraiser selected by the Remaining Member and approved by the Offering Member, which approval shall not be unreasonably withheld, of such property included in such price, the fees and expenses of such appraiser to be paid for pro rata by the Company and any Members purchasing the Offered Interest in proportion to the portion of Offered Interest purchased by each of them), or

(b) In the case of any other proposed disposition of Interest, payment shall be made in full, in cash or by wire transfer or certified bank check.

12.2 Manner of Closing.

(a) In the case of any purchase of Interest by the Company or a Member pursuant to Sections 11.2 to 11.7, the closing of such purchase shall take place at 10:00 a.m., local time on the 15th business day after the date that the Company or the Member, as the case may be, gives notice of its or his election to purchase pursuant to the terms hereof, at the principal office of the Company, or at such different date, different place, or both as the parties to such purchase agree in writing.

(b) Certificates representing the Interest purchased shall be delivered by the selling Member at the closing against payment. By delivering the Interest at the closing, the selling Member shall be deemed to represent that the sale of the Interest has been duly authorized by all necessary corporate action on the part of the selling Member, the certificates evidencing the Interest have been duly and validly endorsed and delivered for transfer to the purchase and that the purchase of such Interest will receive good title to such interest, free and clear of all liens, security interests, pledges, charges and encumbrances other than those created by this Agreement. The purchaser shall deliver at the closing an appropriate investment representation if required by the Securities Act of 1933.

ARTICLE XIII
MEMBERS' COVENANTS

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13.1 Member's Personal Debts. In order to protect the property and assets of the Company from any claim against any Member for personal debts owed by such Member, each Member shall indemnify, defend, protect and hold the Company harmless from any claim that might be made to the detriment of the Company by any personal creditor of such Member.

13.2 Alienation of Membership Interest. No Member shall, except as specifically provided in this Operating Agreement, sell, assign, mortgage, or otherwise encumber his Interest in the Company or in its capital assets or property; or enter into any agreement of any kind that will result in any Person, firm, or other organization becoming interested with him in the Company; or do any act detrimental to the best interests of the Company.

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ARTICLE XIV
ADDITIONAL MEMBERS

14.1 Admission of New Members. From the date of the formation of the Company, with the unanimous written consent of all the Members (which consent may be unanimously withheld, delayed or conditioned), any Person acceptable to the Members may, subject to the terms and conditions of this Operating Agreement; (i) become an Additional Member in this Company by the sale of new Interests for such consideration as the Members by their unanimous votes shall determine, or (ii) become a Substitute Member as a transferee of a Member's Interest or any portion thereof in accordance with the provisions of Article XI.

14.2 Allocations of New Members. No Additional or Substitute Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Chief Manager may, at his option, at the time an Additional or Substitute 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 an Additional or Substitute Member for that portion of the Company's tax year in which an Additional or Substitute Member was admitted, in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

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ARTICLE XV
DISSOLUTION AND TERMINATION

15.1 Dissolution.

(a) The Company shall be dissolved upon the occurrences of any of the following events:

(i) When the period fixed for the duration of the Company shall expire;

(ii) By the written consent of an affirmation vote to dissolve the Company or Members owning all of the then outstanding Company Interests; or

(iii) Upon the death, retirement, resignation, expulsion, bankruptcy, dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the Company (a "Withdrawal Event"), unless the business of the Company is continued by the consent of all the remaining Members and there are at least two remaining Members; or

(b) As soon as possible following the occurrence of any of the events specified in this Section effecting the dissolution of the Company, the appropriate representative of the Company shall execute a statement of intent to dissolve in such form as shall be prescribed by the Florida Secretary of State and file same with the Florida Secretary of State's office.

15.2 Effect of Filing of Dissolving Statement. Upon the filing with the Florida Secretary of State of a statement of intent to dissolve, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of dissolution has been issued by the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

15.3 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order

(a) Those to creditors, in the order of priority as provided by law, except those to Members of the Company on account to their Capital Contributions;

(b) Those to Members in respect of their shares of the profits and other compensation; and

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(c) Those to Members of the Company with respect to their Capital Account in accordance with Section 9.4(d).

15.4 Articles of Dissolution. When all debts, liabilities and obligations have been paid or discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed in duplicate and verified by the Person signing the articles, which articles shall set forth the information required by the Florida Act.

15.5 Filing of Articles of Dissolution.

(a) Duplicate originals of such articles of dissolution shall be delivered to the Florida Secretary of State.

(b) Upon the issuance of the certificate of dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Florida Act. The Chief Manager or Managers in office at the time of dissolution, or the survivors of them, or if none the Members, shall thereafter be trustee for the Members and creditors of the Company and as such shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of an in the name of the Company.

15.6 Winding Up. Except as provided bylaw, upon dissolution, each member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Managers, who are hereby authorized to take all actions necessary to accomplish such distribution, including without limitation, selling any Company assets the Managers deem necessary or appropriate to sell.

15.7 Distribution in Kind. Any property distributed in kind in liquidation shall be valued and treated as through the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Members in the manner set forth in Section 10.1.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

16.1 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 or reputable overnight courier, postage and charges prepaid, addressed to the Member's and/or Company's address as it appears in the Company's records, as appropriate. Except as otherwise provided herein, any such notice shall be deemed to be given (a) 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 or (b) one business day after the date on which the same was given to a reputable overnight courier, addressed and sent as aforesaid.

16.2 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for business of the type engaged in by the Company. Such books and records shall be maintained in accordance with generally accepted accounting principles. The books and records shall at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives during reasonable business hours.

16.3 Application of Florida Law. This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, and specifically the Florida Act.

16.4 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

16.5 Amendments. Any amendment to this Operating Agreement may be proposed by any Member of the Company. A vote on an amendment to this Operating Agreement shall be taken within thirty (30) days after notice thereof has been given to the Members unless such period is otherwise extended by applicable laws, regulations or agreement of the Members. This Operating Agreement may be amended at any time by a majority vote with each Member voting its percentage interest shown on Exhibit A;

(a) Without the consent of the Member to be adversely affected by the amendment, this Operating Agreement may not be amended as to (i) modify the limited liability of a Member, or (ii) alter the interest of any Member in the Net Profits or Net Losses or in cash distributions of the Company; and

(b) In the case of any provision hereof which requires the action,

consent or approval of a specified percentage in interest of the Members, such provision may not be amended without the consent of such specified percentage in interest of the Members.

A copy of any amendment shall be promptly mailed or delivered to each Member at his or her last known address.

16.6 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.

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

16.8 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.

16.9 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.

16.10 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 and all other remedies. Said rights and remedies are given in addition to any other rights and parties may have by law, statute, ordinance or otherwise.

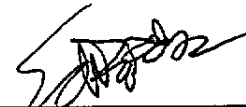
16.11 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the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

16.12 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.

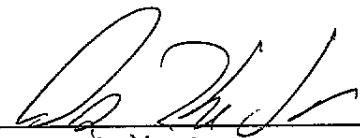
16.13 Creditors. None of the provisions of this Operating Agreement shall be for the benefit or enforceable by any creditors of the Company.

16.14 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.

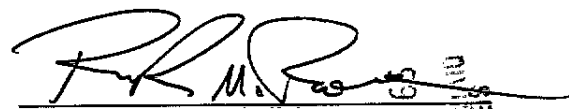
THIS AGREEMENT made and entered the year and date aforesaid.



Edward M. Rooks



Issac F. Rooks, Jr.



Richard M. Roman

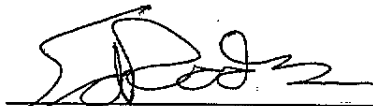
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AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

STATE OF FLORIDA)
)SS:
COUNTY OF HILLSBOROUGH)

The undersigned member or authorized representative of a member of United Industrial, L.L.C., deposes and says:

1. The above named limited liability company has at least one member;
2. The total amount of cash contributed by the member(s) is: \$ 36,000.00;
3. If any, the agreed value of property other than cash contributed by member(s) is: \$ 0. (A description of the property is attached and made a part hereof).
4. The total amount of cash or property anticipated to be contributed by member(s) is: \$ 36,000.00. This total includes amounts from 2 and 3 above.



Authorized Representative

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STATE OF FLORIDA)
)SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 25th day of May, 1999, by Edward M. Rooks who is **personally known to me** or who has produced self as identification and who did take an oath.



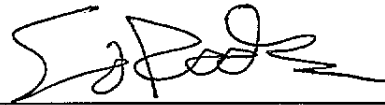
NOTARY PUBLIC
STATE OF FLORIDA



Maria DiBartolomeo
MY COMMISSION # CC793843 EXPIRES
December 12, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

AFFIDAVIT OF CONTRIBUTIONS & SCHEDULE OF INTERESTS OF
UNITED INDUSTRIAL, L.L.C.

<u>Member</u>	<u>Contribution</u>	<u>Interest</u>
Edward M. Rooks	\$ 12,000.00	33.3%
Issac F. Rooks, Jr.	\$ 12,000.00	33.3%
Richard M. Roman	\$ 12,000.00	33.3%



Chief Manager

STATE OF FLORIDA)
)SS:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 25th day of May, 1999, by Edward M. Rooks who is **personally known to me** or who has produced self as identification and who did take an oath.



NOTARY PUBLIC
STATE OF FLORIDA



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MY COMMISSION # CC793843 EXPIRES
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FILED
SECRETARY
DIVISION
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