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Lucio Mandler
Requester's Name
701 Birchell Ave #2000
Address
Miami FL 33131
City State ZIP
Phone
579-0012 A

DATE ONLY

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****155.00 ****155.00

Joseph M. Lavalle & Sons Inc.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
MAR 23 AM 9:39



Empire Toll Free: 1-800-432-3028

<input type="checkbox"/> Profit	<input type="checkbox"/> Amendment	<input type="checkbox"/> Merger
<input type="checkbox"/> NonProfit		
<input type="checkbox"/> Foreign	<input type="checkbox"/> Dissolution	<input type="checkbox"/> Mark
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Annual Report	<input checked="" type="checkbox"/> Other LLC
<input type="checkbox"/> Reinstatement	<input type="checkbox"/> Reservation	<input type="checkbox"/> Change of Registered Agent
<input type="checkbox"/> Certified Copy	<input type="checkbox"/> Photo Copies	<input type="checkbox"/> Certificate Under Seal
<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call If Problem	<input type="checkbox"/> After 4:30
<input checked="" type="checkbox"/> Walk In 5:30	<input type="checkbox"/> Will Wait	<input checked="" type="checkbox"/> Pick Up
		<input type="checkbox"/> Mail Out

Name	AK 323
Availability	
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Examiner	
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DIVISION OF INSTITUTIONS
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

March 21, 2000

EMPIRE

SUBJECT: JOSEPH M LAVALLE & SONS, L.L.C.
Ref. Number: W00000007520

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TALLAHASSEE, FLORIDA

We have received your document for JOSEPH M LAVALLE & SONS, L.L.C. and your check(s) totaling \$155.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Effective October 1, 1999, Chapter 608, Florida Statutes, does not require or permit the filing of an "Affidavit of Membership and Capital Contributions." Therefore, the enclosed document has not been filed and is being returned to you.

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) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 600A00015525

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION
OF
JOSEPH M LAVALLE & SONS, L.L.C.

These Articles of Organization are made for the purpose of organizing a Florida Limited Liability Company under the Florida Limited Liability Company Act (Florida Statutes Chapter 608).

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1. Name. The name of this limited liability company is JOSEPH M. LAVALLE & SONS, L.L.C. (the "Company").

2. Duration and Commencement of Existence. The Company shall exist from the date of filing these Articles with the Florida Department of State until dissolved by the Members or until the occurrence of any of the events specified in Florida Statutes Section 608.441, unless continued by the unanimous consent of all of the remaining Members.

3. Purpose. This limited liability company is organized for the purpose of transacting any and all lawful business authorized to limited liability companies under applicable law.

4. Mailing Address and Street Address. The mailing address and the street address of the principal office of the Company is:

6714 Giralda Circle
Boca Raton, Florida 33433

5. Registered Agent and Office. The name of the initial registered agent of the Company is Joseph M. Lavalle. The street address of the initial registered agent of the Company is:

6714 Giralda Circle
Boca Raton, Florida 33433

6. Capital. The capital of this limited liability company is \$5,000, which shall be paid entirely in cash. Additional capital contributions are not required, but may be made by the Members in accordance with the terms of that certain Operating Agreement executed by the Members.

7. Additional Members. Additional Members may be admitted to the Company, but only if all of the current Members agree to the admission of the additional Members and to the terms of admission.

8. Termination of Membership. If a Member of the Company dies, retires, resigns, is expelled or dissolved, experiences bankruptcy, or upon the occurrence of any other event which terminates the continued membership of a Member in the Company, the remaining Members may, by unanimous written agreement, continue the business of the Company.

9. Members. The sole Members of the Company, unless said Members consent to the entry of other Members, shall be:

Joseph M. Lavallo
Evangelina B. Lavallo

10. Management of the Company. The Company shall be managed by the following managers, and the names and addresses of the initial managers are as follows:

<u>Name</u>	<u>Address</u>
Joseph M. Lavallo (President, Treasurer)	6714 Giralda Circle Boca Raton, Florida 33433
Evangelina B. Lavallo (Vice President, Secretary)	6714 Giralda Circle Boca Raton, Florida 33433
Daniel A. Lavallo (Assistant Vice President)	6714 Giralda Circle Boca Raton, Florida 33433
Herman Lavallo (Assistant Vice President)	6714 Giralda Circle Boca Raton, Florida 33433
Victor Lavallo (Assistant Vice President)	6714 Giralda Circle Boca Raton, Florida 33433

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11. Restrictions on Transfer. No Member may sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of any interest in this Limited Liability Company without the prior express written consent of all of the other Members, except as may otherwise be agreed in the Limited Liability Operating Agreement, as may be amended from time to time.

12. Regulations. The Members shall have the power to adopt, alter, amend, or repeal regulations of the company containing provisions for the regulation and management of the affairs of the Company.

15th The undersigned Members have executed these Articles of Organization effective as of the day of March, 2000.

By:


Joseph M. Lavallo / Registered Agent

By:


Evangelina B. Lavallo

OPERATING AGREEMENT OF
JOSEPH M LAVALLE & SONS, L.L.C.

This Operating Agreement (the "Agreement") of JOSEPH M. LAVALLE & SONS, L.L.C. (the "Company"), is made and entered into as of the ___ day of March, 2000, by and among the Members of the Company who have executed this Agreement.

The Members of the Company have formed a limited liability company pursuant to the Florida Limited Liability Company Act in effect in the State of Florida (the "Act"), and hereby agree as follows:

A. Name. The name of the limited liability company formed hereby is JOSEPH M. LAVALLE & SONS, L.L.C. (the "Company").

B. Purpose and Powers. The purposes of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act. The Company shall have the power and is authorized to do any and all lawful acts and things necessary, appropriate, advisable and/or convenient for the furtherance and accomplishment of the purposes of the Company.

C. Duration. The Company shall exist from the date of filing these Articles with the Department of State until the occurrence of any of the events specified in Florida Statutes Section 608.441, unless continued by the unanimous consent of all of the remaining members.

D. Mailing Address and Street Address. The mailing address and the street address of the principal office of the Company is:

6714 Giralda Circle
Boca Raton, Florida 33433

E. Registered Agent and Office. The name of the initial registered agent of the Company is Joseph M. Lavalle. The street address of the initial registered agent of the Company is:

6714 Giralda Circle
Boca Raton, Florida 33433

F. Members. As used herein, "Member" means any individual or entity who executes this Agreement and who is listed on the attached Exhibit "A" as a Member of the Company, and/or any other individual or entity who is admitted as a substitute or additional member of the Company in accordance with this Agreement and applicable law. The business, residence or mailing addresses of the Members are as listed on the attached Exhibit "A".

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G. Management of the Company. The management of all of the affairs of the Company shall be vested in the following managers:

<u>Name</u>	<u>Address</u>
Joseph M. Lavallo (President, Treasurer)	6714 Giralda Circle Boca Raton, Florida 33433
Evangelina B. Lavallo (Vice President, Secretary)	6714 Giralda Circle Boca Raton, Florida 33433
Daniel A. Lavallo (Assistant Vice President)	6714 Giralda Circle Boca Raton, Florida 33433
Hernan Lavallo (Assistant Vice President)	6714 Giralda Circle Boca Raton, Florida 33433
Victor Lavallo (Assistant Vice President)	6714 Giralda Circle Boca Raton, Florida 33433

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H. Capital Contributions. The Members of the Company have contributed amounts, in cash, to the Company as listed on the attached Exhibit "A". No Member of the Company shall be required to make any additional capital contributions to the Company except to restore any deficit in said Member's capital account. A Member of the Company may make an additional capital contribution to the Company only with the consent of all of the other Members.

I. Capital Accounts.

1. The Company shall maintain a separate capital account for each Member and each Member shall be furnished with a statement of his capital account as of the close of each fiscal year of the Company, or at such other times as the Members may determine. Each Member's capital account shall be maintained in accordance with applicable tax law.

2. The capital account of each Member will be equal to the said Member's capital contributions to the Company, increased by the profits of the Company allocated to said Member and decreased by the sum of: (i) the amount of any cash distributions and the fair market value of any property distributions made to said Member; and (ii) the losses allocated to said Member.

3. No interest shall be paid by the Company to any Member on account of any amount credited to his capital account.

4. In the event of a transfer of all or a portion of a Member's limited liability company interest in the Company pursuant to the provisions hereof and applicable law, a separate capital account will be created for the transferee as of the effective date of such transfer, in which will be reflected the portion of the transferring Member's capital account transferred to the transferee, and the capital account of the transferring Member will be correspondingly adjusted as of such date.

J. Limited Liability of Members. The liability of the Members shall be limited to their capital accounts. The Members shall not have any other liability to contribute money to, or in respect of the liabilities or obligations of, the Company, nor shall any Member be personally liable for any obligations of the Company.

K. Allocations of Profits and Losses. The Company's profits and losses shall be allocated in proportion to the respective percentage interests of the Members.

L. Distributions. The Company shall distribute any cash held by it which, in the discretion of the Members, is not reasonably necessary for the operation of the Company. Cash available for distribution shall be distributed to the Members of the Company in the same proportion as each Member's percentage interest.

M. Accounting.

1. The fiscal year of the Company for both reporting and federal income tax purposes shall begin with the 1st day of January and end on the 31st day of December in each calendar year.

2. Funds of the Company shall be deposited in its name in such bank account or accounts as may be designated by the Members from time to time.

3. The Company shall keep or cause to be kept adequate books of account of the Company in which shall be reflected all of the contributions to the capital of the Company and all of the expenses and transactions of the Company, which shall be recorded and maintained in accordance with all applicable tax laws. These books of account shall be kept at the principal office of the Company. Each Member and his authorized representatives shall have at all times, during normal business hours, free access to and the right to inspect and copy, at the Member's expense, the books of account.

N. Assignments and Substitute Members.

1. Members may not transfer all or any part of their interests in the Company and no person shall become an assignee or be admitted to the Company as a

Member except with the written consent of all of the other Members. All sales, transfers, assignments and grants of a security interest in contravention of this Agreement shall be null and void.

2. An assignee of a Member may become a substitute Member with respect to the portion of the limited liability company interest so assigned to him upon:

- a. the approval of all of the Members of the Company;
- b. the execution and delivery to the Members of an amendment to this Agreement; and
- c. such assignee's permitted admission being reflected on the records of the Company.

3. The admission of substitute members of the Company pursuant to the above shall be accomplished by the amendment of this Agreement.

4. A legend shall be placed on each certificate or other document, if any, evidencing an interest as a Member in this Company. In addition, the Company shall make an appropriate notation in the records of the Company regarding the prohibition on transfer of an interest in the Company in violation of this Agreement.

O. Additional Members.

1. From time to time and upon such terms and conditions as the Members may determine, the Company may issue additional limited liability company interests and additional Members of the Company may be admitted with respect to such additional limited liability company interests issued by the Company. A person shall be admitted as an additional member of the Company upon:

- a. the written consent of all existing Members;
- b. the execution and delivery to the other Members by such person of an amendment to this Agreement; and
- c. such person's admission as an additional Member being reflected in the records of the Company.

2. The admission of additional members of the Company pursuant to this Section shall be accomplished by the amendment of this Agreement.

P. Meetings of Members. All annual meetings of the Members shall be held (i) on September 1st of each calendar year at 10:00 a.m., Eastern time, or on another date or at another time fixed, from time to time, by or on behalf of the Members, and (ii) at the place, within or without the State of Florida, designated by or on behalf of the Members and stated in the notice of meeting or in a duly executed waiver of notice thereof. Special meetings of the Members may be called by the holders of not less than forty percent (40%) of the Membership interests in the Company. Special meetings of Members may be held at the times, dates and places, within or without the State of Florida, as determined by the Members from time to time. A written notice of each meeting of Members shall be given to each Member not less than ten (10) days nor more than sixty (60) days before the date of the meeting by the persons calling the meeting. The notice shall state the date, time and place of the meeting and, in the case of a special Members' meeting, the purpose or purposes for which the meeting is called. If a Members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before an adjournment is taken. Members may waive notice of a meeting before or after the date and time specified in the written notice of meeting. All waivers of notice must be in writing, be signed by the Member entitled to the notice and be delivered to the Company for inclusion in the appropriate records. Neither the business to be transacted at, nor the purpose of, a Members' meeting must be specified in a written waiver of notice. Attendance of a person at a meeting shall constitute a waiver of notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

Q. Action Without A Meeting. Any action required or permitted to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if the action is taken with the prior or subsequent written consent of all of the Members.

R. Indemnification. Each person (including the heirs, executors, administrators, and estate of each person): (1) who is or was a Member; or (2) who is or was serving at the request of the Company in the position of a director, officer, trustee, partner, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise and as to whom the Company has agreed to grant an indemnity hereunder, shall be indemnified by the Company to the fullest extent permitted or authorized by the Act or future legislation or by current or future judicial or administrative decision (but, in the case of future legislation or decision, only to the extent that it permits the Company to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, settlements, losses, damages, costs and expenses, including attorney's fees, asserted against him or incurred by him in his capacity as a Member, director, officer, trustee, partner, agent or employee, or arising out of his status as a director, officer, trustee, partner, agent or employee. The foregoing right of indemnification shall not be exclusive of other rights to which those

seeking indemnification may be entitled. The Company may maintain insurance, at its expense, to protect itself and the indemnified persons against all fines, liabilities, costs and expenses, including attorney's fees, whether or not the Company would have the legal power to indemnify him directly against such liability.

S. Dissolution and Winding Up.

1. The Company shall be dissolved, and its affairs shall be wound up, upon the earlier of:

a. the majority of the Members of the Company consent in writing to dissolve the Company; or

b. the earliest occurrence of any of the events described in Section 608.441 of the Act (or a successor provision in the Act), unless all of the Members consent to continue the Company; or

c. a decree of judicial dissolution has been entered with respect to the Company pursuant to the Act.

2. Upon the dissolution of the Company, the Members shall proceed without any unnecessary delay, to wind up the Company's business, and to pay or make due provision for the payment of all debts, liabilities and obligations of the Company, and to make distributions to the Members as provided herein. The Members shall continue to share profits and losses during liquidation in the same proportions as before liquidation. Except as expressly provided herein, no Member at any time shall have any obligation whatsoever to restore any deficit balance in his capital account. Each Member shall be furnished with a statement prepared by the Company's accountant which shall set forth the assets and liabilities of the Company as of the date of dissolution. The proceeds of liquidation shall be distributed, as realized, in the following order and priority:

a. to the creditors of the Company, including Members who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Company, other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to Members;

b. to the Members in accordance with the respective positive capital account balances of the Members. Any Members with a deficit in their capital account immediately prior to any liquidating distributions shall restore such deficit capital account balance to zero.

T. Notices. All notices, payments, demands and communications required or permitted to be given by this Agreement shall be in writing and shall be deemed to have

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been delivered and given for all purposes (a) if delivered personally to the party or to an officer of the party to whom the same is directed or (b) whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, addressed to the addresses set forth on the signature page of this Agreement or to such other address as the Member from time to time specifies by written notice to the Company. Any notice shall be deemed to have been given as of the date delivered if delivered personally, or three days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid. Any notice may be waived by the person entitled to receive the notice.

U. Section Captions. Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of any part of this Agreement.

V. Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

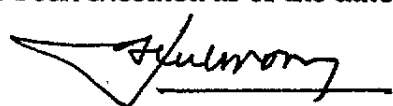
W. Amendments. The Members may amend this Agreement only by unanimous approval of all of the Members.

X. Governing Law. This Agreement and the rights of the Members shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and the Act as now in effect or as amended in the future shall govern and supersede any provision of this Agreement which would otherwise be in violation of the Act.

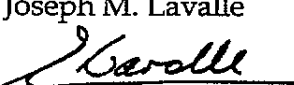
Y. Integrated Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth in this Agreement.

IN WITNESS WHEREOF, this Operating Agreement of JOSEPH M. LAVALLE, L.L.C., has been executed as of the date first above written.

By:


Joseph M. Lavalle

By:


Evangelina B. Lavalle