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Florida Department of State
Division of Corporations
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LIMITED LIABILITY COMPANY

GLOBAL SECURITY NETWORK, LLC

Certificate of Status	0
Certified Copy	1
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ARTICLES OF ORGANIZATION

OF

GLOBAL SECURITY NETWORK, LLC

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, Florida Statutes Chapter 608, hereby make, acknowledge, and file the following Articles of Organization.

ARTICLE I
NAME

The name of the limited liability company shall be GLOBAL SECURITY NETWORK, LLC (the "Company").

ARTICLE II
ADDRESS

The mailing address and street address of the principal office of the Company is 2250 NW 84th Avenue, Suite 105, Miami, Florida 33122.

ARTICLE III
DURATION

The Company shall commence its existence on the date these articles of organization are filed by the Florida Department of State. The Company's existence shall be perpetual unless the Company is dissolved earlier as provided in these articles of organization or in the operating agreement of the Company.

ARTICLE IV
REGISTERED OFFICE AND AGENT

The name and street address of the registered agent and the registered office of the Company in the state of Florida are:

Enrique J. Dominguez
2250 NW 84th Avenue
Suite 105
Miami, Florida 33122

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ARTICLE V CAPITAL CONTRIBUTIONS

The members of the Company shall contribute to the capital of the Company the amount of money in immediately available funds set forth below and shall have the corresponding ownership percentage of the membership interests in the Company:

Ricki Hanyecz	\$80,000 (80%)
Enrique J. Dominguez	\$20,000 (20%)

ARTICLE VI ADDITIONAL CAPITAL CONTRIBUTIONS

Each member shall make additional capital contributions to the Company only on the unanimous consent of all the members or as provided in the operating agreement of the Company. To the extent that the Company needs additional funds from the members, such funds may be obtained from the members as member loans, which loans shall accrue interest at the rate then charged by commercial banks for similar loans. Each of the members shall have the right to participate in providing such member loans in proportion to such member's corresponding ownership percentage. If any member elects not to extend its proportionate shares of loans to the Company, the other members shall have right, but not the obligation, to advance such funds either as member loans or as additional capital contributions to the Company, with a corresponding adjustment in the ownership percentages.

ARTICLE VII ADMISSION OF NEW MEMBERS

Except as set forth in the operating agreement of the Company, no additional members shall be admitted to the Company except with the unanimous written consent of all the members of the Company and on the terms and conditions as shall be determined by all the members. A member may transfer his or her interest in the Company as set forth in the operating agreement of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all of the members of the Company other than the member proposing to dispose of his or her interest approve of the proposed transfer by written consent. Notwithstanding the foregoing, the operating agreement shall provide that the Company shall have a right of first refusal to acquire the shares that any member desires to transfer and, if the Company does not exercise its right of first refusal, the members shall in turn have a right of first refusal to acquire the shares of such transferring member in proportion to the ownership percentage of the non-transferring members in the Company.

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ARTICLE VIII
MEMBERS' RIGHT TO CONTINUE BUSINESS

The Company shall be dissolved on the death, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event that terminates the continued membership of a member in the Company, unless the business of the Company is continued by unanimous vote of the remaining members.

ARTICLE IX
MANAGEMENT

The Company shall be managed by the members in accordance with operating agreement adopted by the members for the management of the business and affairs of the Company. These operating agreement may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or these articles of organization. The names and addresses of the members of the Company are:

Ricki Hanyecz

330 So. La Brea Avenue
Los Angeles, California 90036

Enrique J. Dominguez

8150 SW 93rd Avenue
Miami, Florida 33173

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ARTICLE X
OPERATING AGREEMENT

The operating agreement of the Company shall establish, among other things, the responsibilities of each of the members in connection with the operation and management of the Company and shall include, without limitation, the following provisions:

(a) Any and all disputes arising out of or in connection with the management or operation of the Company which cannot be resolved by good faith negotiations between the members shall be solely and finally settled by arbitration, in accordance with the rules of the American Arbitration Association (the "AAA Rules"); provided, however, that to the extent that the AAA Rules conflict with the provisions of this paragraph, the provisions of this paragraph shall control. Each of the members agrees that the award of the arbitrators shall be the sole and exclusive remedy between or among them regarding any and all claims, counterclaims, issues and accountings presented to the arbitrators, irrespective of the magnitude thereof.

(b) The members agree that so long as they are members of the Company and for a period of two (2) years after ceasing to be a member or employee of the Company, neither

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for a period of two (2) years after ceasing to be a member or employee of the Company, neither of them shall, whether directly or indirectly, develop, exploit, market, participate or invest, in any manner, either individually or with others, in any business, venture, corporation, company, partnership or other entity, that intends to compete with the Company or provide related or competing products. Moreover, each of the members agrees that in its activities in or with other companies or entities, it shall and/or shall cause such companies or entities, and the affiliates of such companies or entities, to purchase the products to be used or distributed by such member or companies, entities or affiliates, to be purchased from or through the Company to the extent that the Company handles such products or handles competing lines of such products. Each of the members expressly covenants and agrees that the territorial, time and other restrictions contained in this paragraph constitute the most reasonable and equitable restrictions possible to protect the business interests of the Company given: (i) the competitive nature of the industry; (ii) the sensitivity and complexity of the business and the market; and (iii) their access to confidential information and trade secrets of and the intellectual property to be used by the Company in connection with its business, which such members shall have be reason of their relationship with the Company pursuant hereto.


(c) The members agree that the affirmative written approval of at least two (2) of the members of the Company shall be required to bind the Company or for the Company to enter into a material agreement.

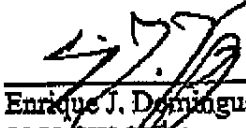
(d) The members agree that the following individuals shall be named officers of the Company, with the respective titles set forth below:

Ricki Hanyecz
Enrique J. Dominguez
Tadeu Cesare
Marcia Cesare

Chief Executive Officer
President
Vice President, Director
Director

IN WITNESS WHEREOF, the undersigned members have made and subscribed these articles of organization at Miami, Florida on the 27th day of October, 2000.


Ricki Hanyecz
330 So. La Brea Avenue
Los Angeles, California 90036


Enrique J. Dominguez
8150 SW 93rd Avenue
Miami, Florida 33173

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ACKNOWLEDGEMENT OF REGISTERED AGENT

OF

GLOBAL SECURITY NETWORK, LLC

Having been named as Registered Agent for the above stated limited liability company, at the designated Registered Office, the undersigned hereby accepts said appointment and agrees to comply with the provisions of Florida Statutes Section 48.091 relative to keeping open said office. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned's duties, and the undersigned is familiar with and accepts the obligations of the undersigned's position as registered agent.

Date: October 30th, 2000

 Enrique J. Dominguez

2250 NW 84th Avenue
 Suite 105
 Miami, Florida 33122

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