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THE LAW OFFICES OF  
**FREDRIC I. GOTTLIEB**

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MONDAY, OCTOBER 30, 2000  
VIA FED-EX - AIRBILL # 8169 5796 7271

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
409 E. GAINES STREET  
TALLAHASSEE, FL 32399

W-27284

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To Whom It May Concern:

Enclosed herewith please find Articles of Organization for CONOR MANNING, L.L.C., a Florida Limited Liability Company, along with my check in the amount of \$78.75, representing the filing fee for a certified copy of said filed Articles.

Very truly yours,

  
Fredric I. Gottlieb

encl.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

November 16, 2000

FREDRIC I. GOTTLIEB  
551 N.W. 77TH STREET  
STE 211  
BOCA RATON, FL 33487

SUBJECT: CONOR MANNING, L.L.C.  
Ref. Number: W00000027284

We have received your document for CONOR MANNING, L.L.C. and check(s) totaling \$78.75. 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 \$46.25. 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.

We are enclosing the proper form(s) with instructions for your convenience.

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: 900A000590

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TALLAHASSEE, FLORIDA

ARTICLES of ORGANIZATION for  
CONOR MANNING, L.L.C.,  
a Florida Limited Liability Company

This Agreement, dated and effective the 30<sup>th</sup> day of October, 2000, is entered into, executed and delivered by and between:

Christopher Manning, SSN 131-52-0420; Susan Manning, SSN 088-52-3307;  
Joseph Manning, SSN 116-56-6878; Maria Manning, SSN 056-60-8838;  
William Manning, SSN 090-60-1317; and Christine Manning, SSN 101-56-7785.

WHEREAS, the parties hereto desire to form a Florida limited liability company known as CONOR MANNING, L.L.C., pursuant to Florida law; and

WHEREAS, the parties hereto desire to establish their respective rights and obligations pursuant to the Florida law in connection with forming such a limited liability company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

ARTICLE 1. NAME

- 1.1 The name of the Florida limited liability company is Conor Manning, L.L.C.

ARTICLE 2. ADDRESS

- 2.1 The street/mailling address of the principal office of The Company is:

944 W. Prospect Road, Oakland Park, Florida 33309.

- 2.2 Notwithstanding, The Company may establish other places of business as the Managers may from time to time deem fit.

ARTICLE 3. REGISTERED AGENT

The street address of the initial registered office of the corporation shall be 944 W. PROSPECT ROAD, OAKLAND PARK, FLORIDA 33309 and the name of the initial Registered Agent of the corporation at that address shall be SUSAN MANNING.

ARTICLE 4. DURATION

- 3.1 The duration of The Company shall be ninety-nine (99) years from the date of filing of these Articles of Organization with the Florida Secretary of State, unless The Company is dissolved sooner pursuant to this Agreement or law.

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## ARTICLE 5. MANAGEMENT

4.1 In this Agreement, the following terms shall have the meanings set forth below:

- (a) "Articles of Organization" shall mean these Articles of Organization of The Company filed or to be filed with the Florida Secretary of State, as they may from time to time be amended.
- (b) "Capital Account" as of any date shall mean the Capital Contribution to The Company by a Member, adjusted as of such date pursuant to this Agreement.
- (c) "Capital Contribution" shall mean any contribution by a Member to The Company in cash, property or services rendered or a promissory note or other obligation to contribute cash or property or to render services.
- (d) "Code" shall mean the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute.
- (e) "Company" or "The Company" shall refer to CONOR MANNING, L.L.C.
- (f) "Distribution" means any cash and other property paid to a Member by The Company from the operations of The Company.
- (g) "Fiscal Year" shall mean the fiscal year of The Company, which shall be the year ending December 31.
- (h) "Membership Interests" shall be as follows: Christopher Manning 16.67%; Susan Manning 16.67%; Joseph Manning 16.67%; Maria Manning 16.67%; William Manning 16.67%; and Christine Manning 16.67% .
- (i) "Managers" shall mean each individual listed in the Articles of Organization as a manager of The Company or any other individual that succeeds him or her as such a manager pursuant to this Agreement.
- (j) "Member" shall mean each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement, as a Member.
- (k) "Net Losses" shall mean the losses of The Company, if any, determined in accordance with generally accepted accounting principals employed under the "cash or accrual) method of accounting.
- (l) "Net Profits" shall mean the income of The Company, if any, determined in accordance with generally accepted accounting principals employed under the (cash or accrual) method of accounting.
- (m) "Florida Act" shall mean the Florida law relating to limited liability companies.

- (n) "Person" shall mean any corporation, governmental authority, limited liability company, partnership, trust, unincorporated association or other entity.
- (o) "Selling Member" shall mean a Member desiring to sell, assign or transfer a Membership Interest.
- (p) "Treasury Regulations" shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time in effect.

4.2 Unless the Articles of Organization provide for management of The Company by a manager or managers or a class or classes of managers, management of The Company shall be vested in the Members. If management of The Company is vested in the Members, then any Member shall have and be subject to all of the duties and liabilities of the Managers.

4.3 The Company shall initially have Christopher Manning, Susan Manning, Joseph Manning, Maria Manning, William Manning, and Christine Manning as Managers. The number of Managers of The Company may be amended from time to time by the vote or written consent of at least two-thirds (2/3) of all Membership Interests. Each Manager shall hold office until the next annual meeting of members or until a successor shall have been elected and qualified. Managers shall be elected by the vote or written consent of at least a majority of all Membership Interests and need not be residents of the State of Florida or Members.

4.4 Except as set forth in this Agreement, the Managers shall have power and authority on behalf of The Company to:

- (a) purchase, sell, lease, otherwise acquire or dispose of, any property to any person and/or entity,
- (b) open bank accounts and otherwise invest the funds of The Company,
- (c) purchase insurance on the business and assets of The Company,
- (d) commence lawsuits and other proceedings,
- (e) enter into any agreement, instrument or other writing,
- (f) retain accountants, attorneys or other professionals and agents; and
- (g) take any other lawful action that the Managers consider necessary, convenient or advisable.

Notwithstanding the foregoing, the Members shall have the right, by the vote or written consent of at least two-thirds of all Membership Interests, to approve the sale, lease, exchange or other disposition of all or substantially all of the assets of The Company.

4.5 Unless authorized to do so by this Agreement or the Managers, no Person shall have any power or authority to bind The Company. No Person shall have any power or authority to bind The Company unless such Person has been authorized by the Managers to act on behalf of The Company.

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- 4.6 The Managers shall perform their duties in good faith, in a manner he or she reasonably believes to be in the best interests of The Company and with such care as an ordinarily prudent person in a similar position would use under similar circumstances. A Manager who so performs such duties shall not have any liability by reason of being or having been a Manager. The Manager shall not be liable to The Company or any Member for any loss or damage sustained by The Company or any Member, unless the loss or damage shall have been the result of the gross negligence or willful misconduct of such Manager. Without limiting the generality of the preceding sentence, a Manager does not in any way guaranty the return of any Capital Contribution to a Member or a profit for the Members from the operations of The Company.
- 4.7 The Managers shall not be required to manage The Company as their sole and exclusive function and they 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 pursuant to this Agreement to share or participate in such other business interests or activities or of the other's income or proceeds derived therefrom. The Manager shall incur no liability to The Company or any Member as a result of engaging in any other business interests or activities.
- 4.8 The Company shall indemnify and hold harmless the Manager from and against all claims and demands to the maximum extent permitted under Florida law.
- 4.9 Any Manager may resign at any time by giving written notice to The Company. The resignation of any Manager shall take effect upon receipt of such notice or at any later time specified in such notice. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of the Manager who is also a Member shall not affect the Member's rights and shall not constitute a withdrawal of a Member.
- 4.10 Any Manager may be removed or replaced with or without cause by the vote or written consent of at least a majority of Membership Interests. The removal of a Manager who is also a Member shall not affect the Member's rights and shall not constitute a withdrawal of a Member.
- 4.11 Any vacancy occurring for any reason in the number of Managers may be filled by the vote or written consent of at least a majority of the remaining Managers then in office; provided, however, that if there are no remaining Managers, each vacancy shall be filled by the vote or written consent of at least a majority of the Membership Interests. A Manager elected to fill a vacancy shall be elected for the unexpired term of the Manager's predecessor in office and shall hold office until the expiration of such term and until the Manager's successor has been elected and qualified. 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 a successor has been elected and qualified.
- 4.12 The salaries and other compensation of the Managers shall be fixed from time to time by the vote or written consent of at least a majority of the Membership Interests.

No Manager shall be prevented from receiving such a salary or other compensation because such Manager is also a Member.

- 4.13 The Managers may designate one or more individuals as officers of The Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Managers. Any officer may be removed by the Managers at any time, with or without cause.
- 4.14 Each officer shall hold office until his or her successor is elected and qualified. Any number of offices may be held by the same individual. The salaries and other compensation of the officers shall be fixed by the Managers.
- 4.15 The names and addresses of the Members are: Christopher Manning; Susan Manning; Joseph Manning; Maria Manning, William Manning, and Christine Manning, all of 944 W. Prospect Road, Oakland Park, Florida 33309
- 4.16 Additional Members. A Person may be admitted as a Member after the date of this Agreement upon the vote or written consent of a majority of Membership Interests.
- 4.17 The Company shall keep books and records of accounts and minutes of all meetings of the Members. Such books and records shall be maintained on a cash basis in accordance with this Agreement.
- 4.18 Each Member may inspect during regular business hours and at the principal place of business of The Company the Articles of Organization, the Operating Agreement, the minutes of any meetings of the Members and any tax returns of The Company for the immediately proceeding three (3) Fiscal Years.
- 4.19 Liability. Each Member's liability shall be limited as set forth in this Agreement, Florida law and other applicable law. A Member shall not be personally liable for any indebtedness, liability or obligation of The Company, except that such Member shall remain personally liable for the payment of his or her Capital Contribution and as otherwise set forth in this Agreement, Florida law and any other applicable law. Notwithstanding, a Member who or which rightfully receives the return of any portion of a Capital Contribution is liable to The Company only to the extent now or hereafter provided by Florida law. A Member who or which receives a Distribution made by The Company in violation of this Agreement or made when The Company's liabilities exceed its assets (after giving effect to such Distribution) shall be liable to The Company for the amount of such Distribution.
- 4.20 No Members admitted after the date of this Agreement shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by The Company. The Managers may, at the discretion of the Managers, at the time a Member is admitted, close the books and records of The Company (as though the Fiscal Year had ended) or make pro rata allocations of loss, income and expense deductions to such Member for that portion of the Fiscal Year in which such Member was admitted in accordance with

the Code. Nonetheless, no Member shall have priority over any other Member, whether for the return of a Capital Contribution or for Net Profits, net Losses or a Distribution; provided, however, that this Section shall not apply to loan or other indebtedness (as distinguished from a Capital Contribution) made by a Member to The Company.

## ARTICLE 6. MEETINGS OF MEMBERS

- 5.1 The annual meeting of the Members shall be held on each first Tuesday in May or at such other time as shall be determined by the vote or written consent of the Membership Interests.
- 5.2 Special meetings of the Members, for any purposes, may be called by any Manager or any Member holding not less than ten percent (10%) of the Membership Interests.
- 5.3 Meetings of the Members may be held at any place, within or outside the State of Florida, for any meeting of the Members designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be the chief executive office of The Company.
- 5.4 Written notice stating (i) the place, day and hour of the meeting, (ii) that it is being issued by or at the direction of the person or persons calling the meeting, and (iii) the purpose or purposes for which the meeting is called, shall be delivered no fewer than ten (10) nor more than sixty (60) days before the date of the meeting.
- 5.5 For the purpose of determining the Members entitled to notice of such meeting of Members or any adjournment of such meeting, or Members entitled to receive payment of any Distribution, or to make a determination of Members for any other purpose, the date on which the notice of the meeting is mailed or the date on which the resolution declaring Distribution is adopted, as the case may be, shall be the record date for making such a determination. When a determination of Members entitled to vote at any meeting of Members has been made pursuant to this Section, the determination shall apply to any adjournment of the meeting.
- 5.6 Members holding not less than a majority of all Membership Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members.
- 5.7 In the absence of a quorum at any meeting of Members, a majority of the Membership Interests 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 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal during the meeting of Membership Interests whose absence results in less than a quorum being



present. Notwithstanding, If a quorum is present at any meeting, the vote or written consent of Members holding not less than a majority of Membership Interests shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by Florida law, the Articles of Organization or this Agreement.

- 5.8 A Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Every proxy must be signed by the Member or his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided in this Section. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by any manager.
- 5.9 Except when other provision shall have been made by written agreement between the parties, the record holder of a Membership Interest which he, she or it holds as pledges or otherwise as security or which belong to another, shall issue to the pledgor or to such owner of such Membership Interest, upon demand thereof or and payment of necessary expenses thereof, a proxy to vote or take other action thereon.
- 5.10 A proxy which is entitled "irrevocable proxy", and which states that it is irrevocable, is irrevocable when it is held by (i) a pledge, (ii) a Person who has purchased or agreed to purchase the interest, (iii) a creditor or creditors of The Company who extend or continue credit to The Company in consideration of the proxy if the proxy states that it was given in consideration of such extension or continuation of credit, the amount thereof, and the name of the person extending or continuing credit, (iv) a Person who has contracted to perform services as an officer of The Company, if a proxy is required by the contract of employment and if the proxy states that it was given in consideration of such contract or employment, the name of the employee and the period of employment contracted for, or (v) a nominee of any of the Persons described in clauses (i) - (iv) of this sentence. Notwithstanding a provision in a proxy, stating that it is irrevocable, the proxy becomes revocable after the pledge is redeemed, or the debt of The Company is paid, or the period of employment provided for in the contract of employment has terminated and, in a case provided for herein, becomes revocable three (3) years after the date of the proxy or at the end of the period, if any, specified therein, whichever period is less, unless the period of irrevocability is renewed from time to time by the execution of a new irrevocable proxy as provided in this section. Nevertheless, a proxy may be revoked, notwithstanding a provision making it irrevocable, by a purchaser of a Membership Interest without knowledge of the existence of such proxy.
- 5.11 Whenever the Members of The Company are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken shall be signed by the members who hold the voting interests having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which

all of the Members entitled to vote therein were present and voted and shall be delivered to the office of The Company, its principal place of business or a Manager, employee or agent of The Company. Delivery made to the office of The Company shall be hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each Member who signs the consent, and no written consent shall be effective to take the action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this section to The Company, written consents signed by a sufficient number of Members to take the action are delivered to the office of The Company, its principal place of business or a Manager, employee or agent of The Company having custody of the records.

- 5.12 Delivery made to such office, principal place of business or Manager, employee or agent shall be by hand or be certified or registered mail, return receipt requested. Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to each Member who have not consented in writing, but who would have been entitle to vote thereon had such action been taken at a meeting.
- 5.13 Notice of a meeting need not be given to any member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him or her.
- 5.14 An agreement between two or more Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the Membership Interest held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

#### ARTICLE 7. FISCAL MATTERS

- 6.1 Each member shall contribute Ten Thousand Dollars (\$10,000) as their respective Capital contribution to be made by him, her or it.
- 6.2 Except as set forth hereinabove, no Member shall be required to make any Capital Contribution.
- 6.3 A Capital Account shall be maintained for each member. Each Member's Capital Account shall be increased by the value of each Capital Contribution made by the Member, allocations to such member of the Net Profits and any other allocations to such Member of income pursuant to the Code. Each member's Capital Account will be decreased by the value of each Distribution made to the Member by The Company, allocations to such Member of Net Losses and other allocations to such Member pursuant to the Code.

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- 6.4 Upon a permitted sale or other transfer of a Membership Interest in The Company, the Capital Account of the Member transferring his, her or its Membership Interests shall become the Capital Account of the Person to which or whom such Membership Interest is sold or transferred in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Code.
- 6.5 The manner in which Capital Accounts are to be maintained pursuant to this section is intended to comply with the requirements of Section 704(b) of the Code. If in the opinion of the Managers the manner in which Capital Accounts are to be maintained pursuant to this Agreement should be modified to comply with Section 704(b) of the Code, then the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between the Members.
- 6.6 Except as otherwise required in Florida law or this Agreement, no Member shall have any liability to restore all or any portion of a deficit balance in a Capital Account.
- 6.7 Upon liquidation, a Member shall not receive from The Company any portion of a Capital Contribution until all indebtedness, liabilities and obligations of The Company, except any indebtedness, liabilities and obligations to Members on account of their Capital Contributions, have been paid or there remains property of The Company, in the sole discretion of the Managers, sufficient to pay them. A Member, irrespective of the nature of the Capital Contribution of such Member, has only the right to demand and receive cash in return for such Capital Contribution.
- 6.8 The Net Profits and the net Losses for each Fiscal year shall be allocated to each Member in accordance with the ratio of the value of his, her, or its Membership Interest to the value of all Membership Interests in the aggregate.
- 6.9 The Managers may from time to time, in the discretion of the Managers make Distributions to the Members. All Distributions shall be made to the Members pro rata in proportion to their Membership Interests as of the record date set for such Distribution.
- 6.10 The Company may offset all amounts owing to The Company by a Member against any Distribution to be made to same.
- 6.11 No Distribution shall be declared and paid unless, after such Distribution is made, the assets of The Company are in excess of all liabilities of The Company.
- 6.12 No Member shall be entitled to interest on his, her or its Capital Contribution or to a return of his, her or its Capital Contribution, excepts as specifically set forth in this Agreement.
- 6.13 Accounting Period. The accounting period of The Company shall be the Fiscal Year.
- 6.14 The Managers shall cause to be prepared and filed all necessary federal and state income tax returns for The Company. Each Member shall furnish to the Managers all

pertinent information in its possession relating to Company operations that is necessary to enable The Company's income tax returns to be prepared and filed.

6.15 The Company shall make the following elections on the appropriate tax returns:

- (a) To adopt the calendar year as the Fiscal Year;
- (b) To adopt the cash method of accounting and keep The Company's books and records on income tax method;
- (c) If a Distribution as described in Section 734 of the Code occurs or if a transfer of a Membership Interest described in Section 743 of the Code occurs, upon the written request of any Member, to elect to adjust the basis of the property of The Company pursuant to Section 754 of the Code;
- (d) To elect to amortize the organizational expenses of The Company and the start-up expenditures of The Company under Section 195 of the Code ratably over a period of sixty (60) months as permitted by section 709(b) of the Code; and
- (e) Any other election that the Managers may deem appropriate and in the best interests of the Members.

Neither The Company nor any Member may make an election for The Company to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Code, or any similar provisions of applicable state law, and no provisions of this Agreement shall be interpreted to authorize any such election.

6.16 The Managers shall designate one Manager to be the "tax matters partner" of The Company pursuant to Section 6231(a)(7) of the Code. Any manager who is designated "tax matters partner" shall take any action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Code.

## ARTICLE 8. TRANSFERABILITY

- 7.1 Except as set forth in this Agreement, no Member shall gift, sell, assign, pledge, hypothecate, exchange or otherwise transfer to another Person any portion of a Membership Interest.
- 7.2 If a Member desires to sell a Membership Interest to another, such member shall obtain from such person a bona fide written offer, stating the terms and conditions. Such Member shall give written notification to the other Members of his, her or its intention to sell such membership Interest and a copy of such bona fide written offer.
- 7.3 Each member other than the Selling member, on a basis pro rata to the Membership Interests of each Member exercising his, her or its right of first refusal, shall have the

right to exercise a right of first refusal to purchase all (but not less than all) of the Membership Interest proposed to be sold by the Selling Member, upon the same terms and conditions as stated in the acceptable bona fide written offer, by giving written notification to the Selling Member of his, her or its intention to do so within thirty (30) days after receiving written notice from the Selling Member. The failure of the Members to notify the Selling Member of a desire to exercise such right of first refusal to purchase all of the Membership Interest offered within such thirty (30) day period shall result in the termination of such right of first refusal and the Selling Member shall be entitled to consummate the sale of his, her or its Membership Interest offered to the Person offering to purchase such interest pursuant to the bona fide written offer. If the Selling Member does not sell his, her or its Membership Interest, the rights set forth hereinabove shall again be in effect.

- 7.4 If any Member gives written notice to the Selling Member of his, her or its desire to exercise such right of first refusal and to purchase all of the Selling Member's Membership Interest upon the same terms and conditions as are stated in the written offer, such Member shall have the right to designate the time, date and place of closing which shall be held within ninety (90) days after receipt of written notification from the Selling Member of the acceptable bona fide offer.
- 7.5 No Person acquiring a Membership Interest pursuant to this Section other than a Member shall become a Member unless such Person is approved by the unanimous vote or written consent of all Membership Interests. If no such approval is obtained, such Person's Membership Interest shall only entitle such Person to receive the distributions and allocations of profits and losses to which the Member from whom or which such Person received such Membership Interest would be entitled. Any such approval may be subject to any terms and conditions imposed by the Members.
- 7.6 Any sale of a Membership Interest or admission of a Member pursuant to this Article shall be deemed effective as of the last day of the calendar month in which such sale or admission occurs.

## ARTICLE 9. DISSOLUTION

8.1 The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) The latest date on which The Company is to dissolve, if any, as set forth in the Articles of Organization;

(b) The vote or written consent of at least two-thirds (2/3) in interest of all members;

or

(c) The bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any Member or the occurrence of any other event that terminates the continued membership of any Member, unless within one hundred eighty (180) days after

such event The Company is continued by the vote or written consent of a majority in interest of all the remaining Members and in the case of the death of a Member, the majority in interest permits the deceased Member to transfer his or her interest to his or her heirs.

- 8.2 Upon the dissolution of The Company the Managers may, in the name of and for and on behalf of The Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close The Company's business, dispose of and convey The Company's property, discharge The Company's liabilities and distribute to the Members any remaining assets of The Company, all without affecting the liability of the Members. Upon winding up of The Company, the assets shall be distributed as follows:
- (a) To creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of The Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 or Florida law.
  - (b) To Members and former Members in satisfaction of liabilities for Distributions under section 507 or section 509 of Florida law; and
  - (c) To Members first for the return of their Capital Contributions, to the extent not previously returned, and second respecting their Membership Interests, in the proportions in which the Members share in Distributions in accordance with this Agreement.
- 8.3 Within ninety (90) days following the dissolution and the commencement of winding up of The Company, or at any other time there are no Members, articles of dissolution shall be filed with the Florida Secretary of State pursuant to Florida law.
- 8.4 Upon a liquidation of The Company within the meaning of Section 1.704(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other adjustments for all Fiscal Years, including the Fiscal Year in which such liquidation occurs), the member shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Member to The Company or to any other Person for any purpose.
- 8.5 Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution, each member shall receive a return of his, her or its Capital Contribution solely from the assets of The Company. If the assets of The Company remaining after the payment or discharge of the debts and liabilities of The Company is insufficient to return any Capital Contribution of any member, such member shall have no recourse against any other Member.
- 8.6 Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of The Company, The Company shall be deemed terminated.

## ARTICLE 10. PREFERENTIAL PURCHASE OPTION

- 9.1 In the event that The Company is dissolved and not continued as a result of such event of termination, pursuant hereto,, then all of those remaining Members who desire to continue The Company shall have the right to form a new limited liability company pursuant to Florida law, and such newly formed limited liability company shall have the option, for a period of six (6) months after such event of termination of The Company, to purchase all of the assets of The Company and assume all of the liabilities and contractual obligations of The Company at a price equal to the then net fair market value of the assets less the liabilities assumed.
- 9.2 The net fair market value of The Company business assets shall be determined by agreement among the Members desiring to form the new limited liability company and the Members not participating in the new limited liability company, or their respective representatives. If the parties are unable to agree, the Members desiring to form the new limited liability company shall have the right to select one appraiser, the non-participating Members shall have the right to select a second appraiser, and the two (2) appraisers so selected shall select a third appraiser. Each appraiser shall appraise the assets, determine the net fair market value of the business, and the middle of the three appraised values shall be the value in determining the purchase price.
- 9.3 Payment of Purchase Price. The purchase price shall be paid in the form of a five (5) year promissory note, bearing interest at the applicable federal rate in effect under the Internal Revenue Code, amortized in equal monthly installments. Such note shall include a provision providing that such note is subordinate to the claims of all creditors of the newly formed limited liability company other than the Members of the newly formed limited liability company.

## ARTICLE 11. GENERAL PROVISIONS

- 10.1 Any notice, demand or other communication required or permitted to be given pursuant hereto shall have been sufficiently given for all purposes if (a) delivered personally to the party or to an executive officer of the party to whom such notice, demand or other communication is directed or (b) sent by registered or certified mail, postage prepaid, addressed to the Member or The Company at his, her or its address set forth in this Agreement.
- 10.2 Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three business days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and set as set forth in this section.
- 10.3 This Agreement contains the entire agreement among the Members with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made,

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

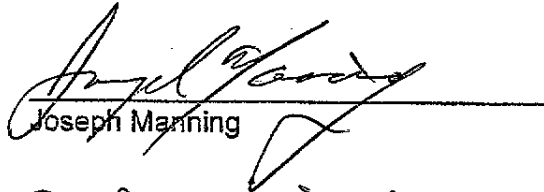
by the Members with respect thereto, whether or not relied or acted upon. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made, by the Members, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any Member's obligations pursuant to this Agreement or any rights and remedies of a Member pursuant to this Agreement. No amendment to this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each provision of this Agreement being amended.

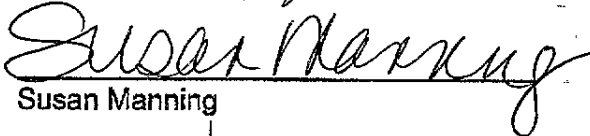
- 10.4 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.
- 10.5 No failure of a Member to exercise, and no delay by Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.
- 10.6 Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of the Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.
- 10.7 This Agreement shall be binding upon and inure to the benefit of all Members, and each of the successors and assignees of the Members, except that right or obligation of a Member under this Agreement may be assigned by such Member to another person without first obtaining the written consent of all other Members.
- 10.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
- 10.9 In any litigation arising in connection herewith or hereunder, at any and all levels, including appeals, the prevailing party is entitled to recover attorneys fees and costs from the non-prevailing party. The parties further agree that Broward County, Florida, is the only proper venue and governing law for any litigation.

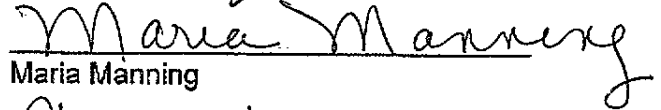


IN WITNESS WHEREOF, the individuals and entities signing this Agreement below conclusively evidence their agreement to the terms and conditions of this Agreement by so signing this Agreement.

  
Christopher Manning

  
Joseph Manning

  
Susan Manning

  
Maria Manning

  
William Manning

  
Christine Manning

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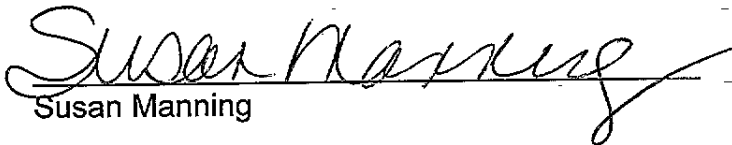
CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISION OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is Conor Manning, L.C.
2. The name and address of the registered agent is:

Susan Manning  
944 W. Prospect Road  
Oakland Park, Florida 33309

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

  
Susan Manning

November 22, 2000  
Date

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AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS