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THE GATTI GROUP, LLC
2060 South Patrick Drive
Indian Harbour Beach, FL 32937
(ph) 321/773-3036 * (fx) 321/773-0738

24 April 2001

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

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***160.00 ***160.00

To whom it may concern:

Enclosed please find a check for \$160.00 to cover the fees necessary to accomplish the following:

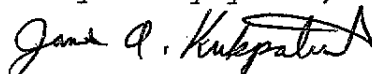
1. Filing Fee for "The Gatti Group, LLC"
2. Registered Agent Fee
3. Certificate of Status Fee
4. Certified Copy of Record Fee

Also enclosed please find the Articles of Organization for The Gatti Group, LLC, and an Affidavit of Membership and Contributions. While the Regulations for The Gatti Group, LLC, are not required to be filed, they have been included for reference only for your use.

If there are any questions concerning this submittal, please feel free to contact me at 321/773-3036 x 207 during normal business hours.

Thank you.

Very truly yours,



James A. Kirkpatrick
on behalf of Walter Gatti

Enclosures (as stated)

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ARTICLES OF ORGANIZATION
OF
THE GATTI GROUP, LLC

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

ARTICLE I - NAME

The name of the limited liability company shall be The Gatti Group, Limited Liability Company (LLC).

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the company is 2060 South Patrick Drive, Indian Harbour Beach, FL 32937.

ARTICLE III - DURATION

The company shall commence its existence on the date these articles of organization are filed by the Florida Department of State or on another effective date if specified. The company's existence shall be perpetual unless the company is dissolved earlier as provided in these articles of organization or in the regulations.

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ARTICLE IV - REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the company in the State of Florida are Walter J. Gatti, 2060 South Patrick Drive, Indian Harbour Beach, FL 32937.

ARTICLE V - CAPITAL CONTRIBUTIONS

The members of the company shall contribute to the capital of the company the cash or property set forth below:

Name	Contribution
Dan Gatti	<u>0</u> shares of <u>0</u>
Robert Gatti	<u>0</u> shares of <u>0</u>
Walter Gatti	<u>0</u> shares of <u>0</u>

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 regulations.

ARTICLE VII - ADMISSION OF NEW MEMBERS

Except as set forth in the regulations, 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 regulations 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.

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ARTICLE VIII - MEMBERS' RIGHTS 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 majority vote of the remaining members.

ARTICLE IX - MANAGEMENT

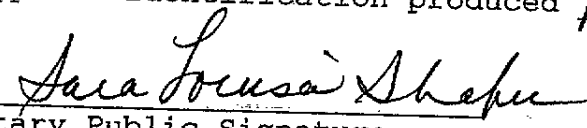
The company shall be managed by the members in accordance with regulations adopted by the members for the management of the business and affairs of the company. These regulations may contain any provisions for the regulation and mangement of the affairs of the company not inconsistent with law or these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

Name	Address
Dan Gatti	5545 Morningside Drive San Jose, CA 95138
Robert Gatti	46 Grace Lane Ossining, NY 10562
Walter Gatti	2060 South Patrick Drive Indian Harbour Bch, FL 32937

IN WITNESS WHEREOF, the undersigned organizers have made and subscribed these articles of organization at 2060 S. Patrick Dr.
Indian Harbour Beach, Fl. 32937, on April 17, 2001.


Walter J. Gatti

Sworn to and subscribed before me on 17 April 2001 by Walter J. Gatti, who is personally known to me/produced identification (type of identification produced personally known).


Notary Public Signature
My Commission expires: Feb 14, 2003



Sara Louisa Shafer
Commission # CC 808784
Expires Feb. 14, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

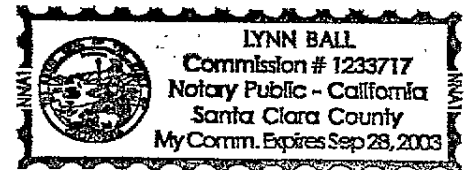
Dan Gatti
Dan Gatti

Sworn to and subscribed before me on 4/12/01 by Dan Gatti,
who is personally known to me/produced identification (type
of identification produced California Drivers License

Lynn Ball

Notary Public Signature

My Commission expires: 9-28-03



Robert Gatti
Robert Gatti

Sworn to and subscribed before me on 4/16/01 by Robert
Gatti, who is personally known to me/produced identification
(type of identification produced _____)

Richard Glotzer
Notary Public Signature
My Commission expires: _____

RICHARD GLOTZER
NOTARY PUBLIC, State of New York
No. 0161504277
Qualified in Westchester County
Commission Expires 12/31/03

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members irrevocably appoint each other as the agent of the other for the purpose of executing any conveyance. Any bona fide purchaser, lender, or creditor may rely on the signature of any two members in any conveyancing transaction without being required to obtain a consent or approval of any other member.

11. Voting

In all matters requiring the vote, consent, or approval of the members, each member will vote in proportion to his or her capital interest in the company from time to time. Each member may exercise a vote by written or oral notification to the other members.

12. Costs and Fees

If any dispute arises by or between any of the members, the prevailing party will be entitled to costs and attorneys' fees from the losing party for enforcement of any right included in these Regulations in both a court of first jurisdiction and all courts of appeal.

13. Amendment of Regulations

These Regulations, combined with the Articles of Organization, contain the entire understanding between the parties with respect to its subject matter, and all prior understandings relating to it are merged in to these Regulations. These Regulations may be amended, removed, or terminated only by written agreement signed by all the members.

14. Successors Bound by These Regulations

The terms and conditions of these Regulations will inure to the benefit of and be binding on any heirs, personal representatives, assignees, or successors in interest of any person.

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15. Notices

Any notice to be given under these Regulations will be considered to have been properly given if it is in writing and is delivered personally to the members or if it is sent by registered or certified mail to each partner at his or her personal residence.

16. Construction

All matters pertaining to the validity, construction, and effect of these Regulations will be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties to these Regulations have signed and sealed these Regulations on 4-17-01.


Witness


LYNN Ball
Name Printed or Typed

Dan Gatti
Partner

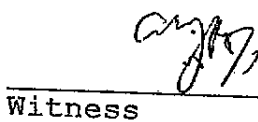
Dan Gatti
DAN GATTI
Name Printed or Typed


Witness

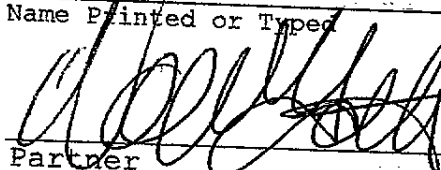
Suzanne Pierce
Name Printed or Typed


Partner

Robert Gatti
Robert Gatti
Name Printed or Typed


Witness

COLIN Foo
Name Printed or Typed


Partner

Walter Gatti
Walter Gatti
Name Printed or Typed

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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REGULATIONS FOR THE GATTI GROUP, LLC

1. Interest

No interest will be paid on either the initial or subsequent contributions to the capital of the company.

2. Profit and Loss

The net profits and net losses of the company will be divided by the members in proportion to their capital investments. Company profits and losses will be charged or credited equally to each member. The profits and losses of the company will be determined in the same manner that the company reports income and expenses for federal income tax purposes.

3. Salaries and Drawings

No member will receive any salary for services rendered to the company unless agreed on by a majority of the members.

4. Management, Duties, and Restrictions

Each member will have an equal voice in the management of the company business. Unless consent is given by all the other members, no member shall:

- a. Borrow or lend money; or make, deliver or accept any commercial paper on behalf of the company.
- b. Execute any mortgage, security agreement, bond, or lease; or purchase, contract to purchase, sell, or contract to sell any property for or of the company other than the type of property bought and sold in the regular course of the company business.
- c. Assign, mortgage, grant a security interest in, transfer, or pledge any debt to the company or release any debt, except on payment in full.

- d. Compromise any claim due to the company or submit to arbitration a dispute or controversy involving the company.

5. Banking

If the company elects to establish an account in a bank as agreed on by the members, withdrawals will be on the signature of any one of the members.

6. Books

The company books will be maintained at the principal office of the company, and each member will have access to those books at all times. The books will be kept on a fiscal year basis, commencing January 1 and ending December 31, and they will be closed and balanced at the end of each fiscal year.

7. Voluntary Termination

The company may be dissolved at any time by agreement of the members, in which event the members will proceed with reasonable promptness to liquidate the business of the company. The company name will be sold with the other assets of the business. The assets of the company business will be used and distributed in the following order: (a) to pay or provide for the payment of all company liabilities, liquidating expenses, and obligations; (b) to equalize the income accounts of the members; (c) to discharge the balance of the income accounts of the members; (d) to equalize capital accounts of the members; and (e) to discharge the balance of the capital accounts of the members.

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8. Voluntary Withdrawal or Retirement

Any member will have the right to withdraw or retire from the company at anytime. Written notice of intention to withdraw or retire will be served on the other members at the office of the company at least one week before effective date of withdrawal or retirement. The remaining members will have the right either to purchase the withdrawing or retiring member's interest in the company or to terminate and liquidate the company business. If the remaining members elect to purchase the interest of the withdrawing or retiring member, they will serve notice in writing of that election on the retiring or withdrawing member at the office of the company within one week after receipt of the member's notice of intention to withdraw or retire.

a. If the remaining members elect to purchase the interest of the withdrawing or retiring member in the company, the purchase price and method of payment will be the same as that stated in paragraph 9 of these Regulations, which provides for the purchase of a decedent's interest in the company.

b. If the remaining members do not elect to purchase the interest of the retiring or withdrawing member in the company, the members will proceed with reasonable promptness to liquidate the business of the company. The procedure for liquidation and distribution of the assets of the company will be the same as that stated in paragraph 7 of these Regulations, which provides for termination.

9. Death

On the death of any member, the surviving members will have the right either to purchase the decedent's interest in the company or to terminate and liquidate the company business. If the surviving members elect to purchase the decedent's interest, they will serve written notice of that election on the personal representative of the decedent within three months of the death of the decedent, or, if at

the time of the election no personal representative has been appointed, on any one of the known legal heirs of the decedent at the last known address of that heir.

- a. If the surviving members elect to purchase the decedent's interest in the company, the purchase price will be equal to the market value of decedent's share of company property as of decedent's date of death. No allowance will be made for goodwill, trade name, patents, or other intangible assets, except those assets that have been reflected on the company books immediately before the decedent's death. The remaining members will be entitled to use of the trade name of the company. The purchase price will be payable within 15 days following decedent's death.
- b. If the surviving members do not elect to purchase the interest of the decedent in the company, they will proceed with reasonable promptness to liquidate the business of the company. The surviving members and the estate of the deceased members will share in the profits and losses of the business during the period of liquidation in proportion to their capital investments, except that the decedent's estate will not be liable for losses in excess of the decedent's interest in the company at the time of his or her death. No compensation will be paid to the surviving members for their services in liquidation. Except as otherwise stated in this Agreement, the procedure for liquidation and distribution of the assets of the company business will be the same as that stated in paragraph 7 of these Regulations, which provided for voluntary termination.

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10. Conveyance of Property

The property of the company may be sold, conveyed, pledged, mortgaged, assigned, or transferred only with the written consent of a majority of the members and under the signature of any two of the members. For these purposes, the remaining