

L010000013316

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

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SUBJECT: INDUSTRIAL PRODUCTS & EQUIPMENT, L.L.C. -08/09/01--01006--001
(Proposed limited liability company name - must include suffix) *****160.00 *****160.00

Florida Limited Liability Company

Filing fee for articles of organization of Florida Limited Liability Company:
(Make checks payable to Department of State)

\$ 100.00 Filing Fee for Articles of Organization and Affidavit
\$ 25.00 Designation of Registered Agent
\$ 30.00 Certified Copy of Records (optional)
\$ 5.00 Certificate of Status (optional)

☐ \$125.00
Filing Fee &
Registered Agent
Designation

☐ \$130.00
Filing Fee,
Registered Agent
Designation &
Certificate

☐ \$155.00
Filing Fee,
Registered Agent
Designation &
Certified Copy

☒ \$160.00
Filing Fee, Registered
Agent Designation
Certified Copy &
Certificate

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TALLAHASSEE, FLORIDA

FROM: ZSHEA FLORENCE CAZE
Name (Printed or typed)

1550 NE 123 STREET, SUITE N-504
Address

NORTH MIAMI, FLORIDA 33161
City, State & Zip

(305) 892-6313
Daytime Telephone Number

L01-13316
QR

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF ORGANIZATION

OF

INDUSTRIAL PRODUCTS & EQUIPMENT, L.L.C.

The undersigned, desiring to form a limited liability company for the purposes set forth herein and in conformance with the Florida Limited Liability Company Act, hereby establishes the following:

ARTICLE I - NAME

The name of the limited liability company is:

INDUSTRIAL PRODUCTS & EQUIPMENT, L.L.C.

(hereinafter the "Company").

ARTICLE II - PRINCIPLE OFFICE AND MAILING ADDRESS

The principal place of business of the limited liability company shall be in Miami-Dade County at:

1550 NE 123 STREET, SUITE N-504
NORTH MIAMI, FLORIDA 33161

The mailing address of the limited liability company shall be in Miami-Dade County at:

P.O. BOX 612664
MIAMI, FLORIDA 33261-2664

ARTICLE III - REGISTERED AGENT AND STREET ADDRESS

The Registered Agent and the street address of the initial Registered Office of the limited liability company in the State of Florida, whose Consent to Appointment as Registered Agent is hereto attached, shall be:

ZSHEA FLORENCE CAZE
1550 NE 123 STREET, SUITE N-504
NORTH MIAMI, FLORIDA 33161

ARTICLE IV - MANAGING PARTNER

The limited liability company is to be managed by one manager and is, therefore, a manager-managed company. The managing member shall be:

ZSHEA FLORENCE CAZE
PRESIDENT & MANAGING PARTNER
1550 NE 123 STREET, SUITE N-504
NORTH MIAMI, FLORIDA 33161

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CASZIE HART, P.A.
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ARTICLE V - INITIAL MEMBERSHIP

The names of the initial members of the limited liability company and their addresses are as follows:

ZSHEA FLORENCE CAZE
PRESIDENT & MANAGING PARTNER
1550 NE 123 STREET, SUITE N-504
NORTH MIAMI, FLORIDA 33161

ALIX ACCIME
SENIOR VICE PRESIDENT
860 NE 212 TERRACE, SUITE 3
NORTH MIAMI, FLORIDA 33162

HERICKSON ACCIME
VICE PRESIDENT
860 NE 212 TERRACE, SUITE 3
NORTH MIAMI, FLORIDA 33162

ARTICLE VI - INITIAL OWNERSHIP

The initial members shall own the Company as follows:

ZSHEA FLORENCE CAZE	= 51%
ALIX ACCIME	= 29%
HERICKSON ACCIME	= 20%

The ownership percentages specified in this ARTICLE VI shall constitute the proportional share of the votes that each Member has the right to cast to effectuate any condition specified under these Articles, or otherwise permitted under Florida law, **except** for the purposes of vetoing, overriding, or changing any provision of these Articles, where such veto, override, or change is expressly prohibited, or has a different voting requirement.

ARTICLE VII - ADMISSION OF ADDITIONAL MEMBERS

Additional members shall only be admitted pursuant to a combined vote of 66 2/3% of the shares, or as otherwise specified in a written agreement signed by all 3 of the initial members.

ARTICLE VIII - INITIAL CAPITAL CONTRIBUTION

The Members' initial capital contribution is \$1,000.00, consisting of cash investments in the following proportional amounts:

ZSHEA FLORENCE CAZE	= 51%
ALIX ACCIME	= 29%
HERICKSON ACCIME	= 20%

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ARTICLE IX - ADDITIONAL LIABILITY OF MEMBERS

1. From time to time, Members will be required to vote on issues affecting the Company or conduct of its business. **Abstaining from voting in Company issues does not relieve a Member from liability, absent negligence or some independent tort of other member(s).**

2. Members shall contribute additional capital to the Company, if required, based on the proportions specified in ARTICLE VI. If additional capital is required and a member fails to make his or her contribution, after being given notice of the requirement, said failure shall constitute a dereliction of duty under these Articles and a default. In the event of such a default, the other member(s), in said member(s) sole discretion, may elect to make the additional contribution. The additional contribution shall constitute an emergency loan to the defaulting member against his or her future distribution, and said defaulting member, in signing these Articles, agrees that the principal amount of the emergency loan plus interest, at a rate of not less than 15% per annum, shall be deducted from the defaulting member's proportional share of earnings, before any distribution is made to the defaulting member.

ARTICLE X - DISTRIBUTION OF INCOME

Income shall be distributed to Members from the *net proceeds*, based on their proportional ownership of the Company, outlined in ARTICLE VI, or as otherwise stated in these Articles or as agreed to in writing by at 2/3 vote of the Members. The distribution to the initial members stated in these Articles shall be:

ZSHEA FLORENCE CAZE	= 51%
ALIX ACCIME	= 29%
HERICKSON ACCIME	= 20%

These proportions shall remain effective, unless and until a Member departs from the Company, for any reason, or are changed by a written agreement, signed by all of member.

ARTICLE XI - PURPOSE

The limited liability company is organized to engage in any business in which a limited liability company may engage under Florida laws.

ARTICLE XII - SUBSIDIARIES AND AFFILIATES

ENGINEERING PRODUCT INTERNATIONAL, INC. ("EPI"), shall be a subsidiary of the Company. The Company shall voluntarily dissolve EPI and duly register the name as an alias of this Company; to wit: INDUSTRIAL PRODUCTS & EQUIPMENT, INC. d/b/a ENGINEERING PRODUCT INTERNATIONAL.

ARTICLE XIII - DURATION

The duration of the limited liability company (hereinafter the "Company") is perpetual unless sooner dissolved as provided by statute or in these Articles.

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ARTICLE XIV - CONTINUITY

The remaining Members of the Company shall have the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued Membership of a Member in the Company. The distribution of profits, due and owing to the departing Member, if any, shall be determined from the Company's books, as of the effective date of withdrawal, based on the provisions of the regulations of these Articles, and said distribution shall be paid as soon as practicable, subject to the limitations of Florida law and without diminishing the prospects of the Company's venture or contractual obligations. Departing Member(s) agree not to compete in the same products, services, or markets for a period of 1 year after leaving the Company.

It is expressly stated in this "survivor clause" that in the event of the death of a partner, the surviving heirs, beneficiaries, or assigns cannot replace a departing Member and become a partner in the Company, except as otherwise provided for in unless the remaining will

ARTICLE XV - DUTIES AND RESPONSIBILITIES

ZSHEA FLORENCE CAZE, President & Managing Partner, shall have the following responsibilities:

- General Business Planning and Oversight
- Marketing
- Bid and/or Proposal Decisions, including but not limited to:
 - Solicitation
 - Presentation
- Client Contact and Accounts Management
- Licensing Compliance
- Negotiations
- Business Growth and Development
- Public Relations
- Chair Company Meetings
- Official Signatory

ALIX ACCIME, Senior Vice President, shall have the following Project Management and Organizational responsibilities:

- Quality Control
- Procurement Management and Placement
- Product Delivery (Proposal & Implementation)
- Management of Purchase Orders and Requisitions
- Review Estimates and Pay Schedules
- Vendor Participation
- Project Cost Analysis
- Accounts Payable
- Warranty Review and Control
- Distribution Management
- Special duties as assigned by the President

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HERICKSON ACCIME, Vice President, shall be responsible for Produce Development and Financial Operations as follows:

Product Research and Development
Technical Review and Information Management
Communications
Coordinate Pre-Bid Conferences
Verify Schedules and Estimates
Review and Process Billing and Payment Requisitions
Audit and Approve Invoices
Financial and Managerial Accounting
Member Distribution Accounting and Income Tax Reporting
Special duties as assigned by the President

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The Duty of Loyalty, Corporate Opportunity Doctrine and all other fiduciary responsibilities expressed or implied under Florida Statute, § 607.0101, et seq., are hereby incorporated by reference into these Articles and are made a part hereof. The Members/Officers listed in this ARTICLE XV and those added by any amendment(s) hereto are bound by this incorporation.

Additional Duties and Liabilities will be outlined in the Company's Operating Agreement, which, when completed and duly executed, shall become part of these Articles and, therefore, is expressly incorporated herein.

ARTICLE XVI - OFFICIAL SIGNATORY

ZSHEA FLORENCE CAZE, President & Managing Partner, is the official signatory of the Company. No document shall be considered valid to obligate or bind the Company, or in anywise create any liability for the Company, unless she duly executes it.

ZSHEA FLORENCE CAZE's signature is the only signature required to conduct official company business, **except** that all Company checks must be cosigner by at least one of the other initial members.

ARTICLE XVII - DISPUTE RESOLUTION

If a dispute among the Members arises out of or relates to a violation of the provision of these Articles, amendments thereto, Company contracts, or arising in the course of or from conducting the Company's business, and if the dispute cannot be settled through negotiation, the Members agree first to try in good faith to settle the dispute by mediation administered by the Florida Mediation Group, under its rules and/or as otherwise provided under Florida law. A mediator from the Florida Mediation Group will be selected or appointed from a list agreed to by the Company and the disputing Member(s). If a mediator cannot be agreed upon, one shall be appointed by the Florida Mediation Group and the appointment shall be final.

If a dispute cannot be settled by mediation, the controversy or claim shall be settled by arbitration administered by the American Arbitration Association, in Miami, Florida, under its rules that are applicable to the subject matter of the dispute, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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ARTICLE XVIII - AGREEMENT TO BE BOUND

In signing these Articles, the Members of the Company agree to accept, adhere to and be bound by the provisions hereof. This ARTICLE XVIII shall not be amended in any way to diminish or otherwise lessen its effectiveness, or legal contractual implications. Any amendment to these Articles that contravenes the provisions of this ARTICLE XVIII is null and void.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Organization in accordances with § 608.408(3), Florida Statutes, and in so doing affirm under penalties of perjury that the facts stated herein are true.

Dated this 06 day of August, 2001.


ZSHEA FLORENCE CAZE
President & Managing Partner

Print Name: ZSHEA FLORENCE CAZE

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ALIX ACCIME
Senior Vice President

Print Name: Alix Accime


HERICKSON ACCIME
Vice President

Print Name: HERICKSON ACCIME

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**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is:

INDUSTRIAL PRODUCTS & EQUIPMENT, L.L.C.

2. The name and street address of the registered agent are:

ZSHEA FLORENCE CAZE
1550 NE 123 STREET, SUITE N-504
NORTH MIAMI, FLORIDA 33161

ACKNOWLEDGEMENT:

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.

Dated this 06 day of August, 2001.


ZSHEA FLORENCE CAZE

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