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Requester's Name

JACOBSON, McCLEAN, CHMELIR & FERWERDA

Attorneys at Law

351 E. State Road 434, Suite A

Winter Springs, FL 32708

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NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

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TALLAHASSEE, FLORIDA

92

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

August 29, 2001

JACOBSON MCCLEAN CHMELIR & FERWERDA
351 E STATE RD 434
SUITE A
WINTER SPRINGS, FL 32708

SUBJECT: RIMA PROPERTIES, LLC
Ref. Number: W01000020161

We have received your document for RIMA PROPERTIES, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

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) 245-6043.

Shawn Logan
Document Specialist

Letter Number: 001A00049228

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT
OF RIMA Properties, LLC

THIS OPERATING AGREEMENT (the "Agreement") of RIMA Properties, LLC, (the "Company"), a limited liability company organized pursuant to Chapter 608, Florida Statutes, the Florida Limited Liability Company Act, (the "Act") is executed effective as of the ____ day of _____, 2001, by and among the Company and the persons executing this Agreement as the Organizing Member.

ARTICLE I: FORMATION OF THE COMPANY

1.1 Formation. The parties hereto hereby establish RIMA Properties, LLC to engage in any lawful business for which limited liability companies may be organized under the Florida Limited Liability Company Act as the same may be amended from time to time. The principal place of business and mailing address of the Company shall be at 202 Albrighton Ct., Longwood, Florida, 32779, or such other place as the Manager shall determine from time to time.

1.2 Nature of Members' Interests. The interests of the Members in the Company shall be personal property for all purposes. Legal title to all Company assets shall be held in the name of the Company. Neither any Member nor a successor, representative or assign of such Member, shall have any right, title or interest in or to any Company property or the right to partition any real property owned by the Company. Interests may be evidenced by a certificate of Membership Interest issued by the Company, in such form as the Manager may determine.

1.3 Registered Agent. The name and street address of the registered agent are:

DAVID GABBAI
Name
202 ALBRIGHTON CT.
Street Address (No PO Box)
LONGWOOD, FL 32779
City, State, Zip Code

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 of registered agent and agree to act in this capacity. I further agree to comply with all the provisions of all statutes relating to the proper and complete performance of all my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.


Registered Agent's Signature

ARTICLE II -MANAGEMENT OF THE COMPANY

2.1. Management. The business and affairs of the Company shall be managed by the Manager. The Members shall elect a Manager who shall serve thereafter at their pleasure. All the Managers shall be Members of the Company.

In addition to the powers and authorities expressly conferred by this Agreement upon the Manager, he shall have full and complete authority, power and discretion to manage and control the business of the Company, to make all decisions and to perform all acts customary or incident to the management of the Company's business, except only as to those acts and things as to which approval by the Members is expressly required by the Articles of Organization, this Agreement, the Act or other applicable law. The Manager may appoint one or more officers, who may but need not be Members of the Company, with such titles, duties and compensation as may be designated by the Manager, subject to any applicable restrictions specifically provided in this Agreement or contained in the Act.

Notwithstanding anything to the contrary elsewhere in this Agreement, no Manager shall take or agree to take any of the following actions without the consent of all the Members:

- (a) Sell, transfer, or otherwise dispose of all or substantially all of the Company's assets.
- (b) Merge the company into or with another limited liability company.

2.2 Compensation. The compensation of the Manager, if any, shall be fixed from time to time by an affirmative vote of a Majority in Interest of the Members, or by contract approved by an affirmative vote of a Majority in Interest of the Members. No Manager shall be prevented from receiving a salary by reason of the fact that he or she is also a Member of the Company.

ARTICLE III- MEMBERS

3.1 Organizing Members. The names, addresses and Membership Interests of the Organizing Members are as stated in the Articles of Organization of RIMA Properties, LLC.

Organizing Member: David Gabbai
202 Albrighton Ct.
Longwood, FL 32779

3.2 Transferability of Membership Interests. No Membership Interest shall be transferred voluntarily or involuntarily by sale, assignment, gift, pledge, exchange or other disposition except with the prior written approval of the Manager. The Members acknowledge that any transfer of a Membership Interest may involve considerations of laws and regulations, including, but not limited to, laws and regulations governing limited liability companies as business organizations, taxation of the company as a partnership, and treatment of Membership Interests and transfers of such interests as securities, the effect of which on the Company and its Members may vary depending on the circumstances, all of which cannot be anticipated at this time. Therefore, the Members agree that the Manager may approve or disapprove, or set conditions on his approval, of the transfer of any Membership Interest as he, in his sole and complete discretion, may decide, provided, however, that the Manager may not approve any transfer that will violate any Federal or applicable state securities law or that would adversely affect the Company from being taxed as a partnership for Federal income tax purposes. Any attempted transfer without the Managers express written approval shall be void.

If the Membership Interest of any Member is purported to be transferred involuntarily, including, without limitation, any purported transfer by or pursuant to bankruptcy, attachment, divorce, equitable distribution, or operation of law; then, and in that event, the Company shall purchase the Membership Interest purportedly transferred at its fair market value as determined by the accountant or accounting firm then servicing the Company. The fair market value of a Membership Interest for the purposes of this Paragraph shall be the amount that would be received by the owner of such Membership Interest if all the assets of the Company were sold for cash equal to their fair market value, the Company paid all of its liabilities including reasonable costs of liquidation and liquidated in accordance with this Agreement, all as of the last day of the calendar month immediately prior to the occurrence of the event triggering the Company's obligation to purchase the Members Membership Interest. The determination of the fair market value of a Membership Interest by the accountant shall be binding on all parties.

Unless and until admitted as a Member of the Company, the transferee of a Membership Interest shall not be entitled to any of the rights, powers, or privileges of a Member, except that the transferee shall be entitled to receive the distributions and allocations to which the Member would be entitled but for the transfer of his Membership Interest.

3.3 Admission of New Members. In the case of a person acquiring a Membership Interest after the filing of these Articles of Organization, the person shall only be admitted to membership in the sole and exclusive discretion of the Manager and upon compliance with all the terms specified by the Manager including but not limited to the additional member's execution of and becoming a party to this Agreement.

ARTICLE IV - MEETINGS OF MEMBERS

4.1 Annual Meetings of Members. An annual meeting of the Members will be held at such time and date at the principal office of the Company or at such other place as shall be designated by the Manager from time to time and stated in the notice of the meeting. The purposes of the annual meeting need not be enumerated in the notice of such meeting.

4.2 Special Meetings of Members. Special meetings of the Members may be called by the Manager or by holders of not less than fifty percent (50%) of all the Membership Interests. Business transacted at all special meetings shall be confined to the purposes stated in the notice. These Special meetings may be conducted telephonically by the determination of the Manager or by holders of not less than fifty percent (50%) of all the Membership Interests.

4.3 Notice of Meetings of Members. Written notice stating the place, day and hour of the meeting and, additionally in the case of special meetings, stating the purposes for which the meeting is called, shall be delivered not less than seven (7) nor more than thirty (30) days before the date of the meeting, to each Member of record entitled to vote at such meeting.

4.4 Quorum; Actions by Members; Action Without Meeting. A Majority in Interest of the Members shall constitute a quorum at all meetings of the Members, except as otherwise provided

by law or this Agreement. Once a quorum is present at the meeting of the Members, the subsequent withdrawal from the meeting of any Member prior to adjournment or the refusal of any Member to vote shall not affect the presence of a quorum at the meeting. If, however, such quorum shall not be present at the opening of any meeting of the Members, the Members entitled to vote at such meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the holders of the requisite amount of Membership Interests shall be present or represented. Except for a matter for which the affirmative vote of the holders of a greater portion of the Membership Interests entitled to vote is required by law, the Articles of Organization or this Agreement, the act of Members shall be the affirmative vote of a Majority in Interest of all the Members represented and voting at the meeting. All actions of the Members provided for herein may be taken without a meeting by written consent signed by all Members eligible to vote on such action.

ARTICLE V: LIMITATION OF LIABILITY AND INDEMNIFICATION OF MANAGERS AND MEMBERS

5.1 Limitation of Liability. No Manager or Member of the Company shall be liable to the Company or its Members for monetary damages for any act or omission in such person's capacity as a Manager or Member, except as provided in the Act. If the Act is amended to authorize action further eliminating or limiting the liability of Manager and Members, then the liability of a Manager or Member shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this section shall not adversely affect the right or protection of a Manager or Member existing at the time of such repeal or modification.

5.2 Indemnification. The Company shall indemnify the Manager and Members to the fullest extent permitted or required by the Act, as amended from time to time. The Company may advance expenses incurred by the Manager or Member upon the approval of the Manager, provided such Manager or Member agrees to reimburse the Company unless it is finally determined that such Manager or Member is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other agents to the fullest extent permitted by the law, provided that a Majority in Interest of the Members first approve such indemnification. The indemnification provided herein shall be deemed exclusive of any other rights to which a person seeking indemnification may otherwise be entitled, shall continue as to a person who ceases to be a Manager or Member, shall inure to the benefit of the estate, heirs, personal representatives or other successors of the indemnitee, and shall not be deemed to create any rights for the benefit of any other person or entity.

ARTICLE VI: CONTRIBUTIONS TO CAPITAL AND CAPITAL ACCOUNTS; LOANS

6.1 Capital Contribution; Loans. Upon execution of this Agreement, each Member agrees to contribute cash or property to the Company in the amount set forth on Schedule A, attached hereto. Members holding not less than fifty (50) percent of all the Membership Interests may request that the Members make additional contributions to capital. If a Majority in Interest of the Members approve such request, then each Member shall be obligated to make such additional

capital contribution to the Company ratably in accordance with such Member's then existing Membership Interest, within the time period approved by a Majority in Interest of the Members. If any Member (the "Defaulting Member") fails to contribute additional capital, the Members may elect to allow the remaining Members (the "Lending Members") to contribute to the Company, pro rata by Membership Interests, such additional capital contribution. All amounts so contributed shall be considered a loan from the Lending Members to the Defaulting Member, bearing interest at the prime rate plus 3% simple interest, until repaid. Until all such loans are repaid, all distributions from the Company, which would have been paid to the Defaulting Member, shall be paid to the Lending Members in proportion to the then outstanding interest of such loans.

No Member shall be paid interest on any capital contribution to the Company.

In addition to the loans to the Defaulting Member provided for above, any Member may make a loan to the Company upon commercially reasonable terms, upon approval of such terms by the Manager. Loans by a Member shall not be considered capital contributions.

6.2 Capital Accounts. The Company shall maintain a separate capital account for each Member pursuant to the principles of this section and Treasury Regulation Section 1.704-1(b)(2)(iv). The initial capital account of each Member, which shall be the Member's initial capital contribution, shall be increased by the amount of such Member's subsequent capital contributions and by such Member's allocable share of Company Income and Net Income pursuant to Sections 7.1 and 7.2 and each Member's capital account shall be decreased by the amount of cash distributed to the Member by the Company pursuant to Section 7.3 and by such Member's allocable share of Loss and Net Loss pursuant to Sections 7.1 and 7.2. The provisions of the Agreement relating to the proper maintenance of capital accounts are designed to cause the overall allocations of items of LLC income, gain, loss, and deduction to have substantial economic affect and are intended to comply with, and to be interpreted and applied in a manner consistent with the requirements of Treasury Regulation Section 1.704-1(b), as they may be amended from time to time. The Manager is authorized to modify the manner in which the capital accounts are maintained if he determines that such modification is required or prudent to comply with the Treasury Regulations, and is not likely to have a material effect on the amounts distributable to any Member upon dissolution of the Company.

6.3 Withdrawal or Reduction of Contributions to Capital. No Member shall have the right to withdraw any part of his capital contribution or to receive any return on any portion of his capital contribution, except as may be otherwise specifically provided in this Agreement. Under circumstances involving a return of any capital contribution, no Member shall have the right to receive property other than cash. No Member shall have priority over any other Member, either as to the return of capital contributions or as to net income, net losses or distributions; provided that this subsection shall not apply to loans which a Member has made to the Company.

6.4 Liability of Members. No Member shall be liable for the debts, liabilities or obligations of the Company, except to the extent of the Member's capital contributions. Except as otherwise expressly provided herein, no Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

ARTICLE VII: ALLOCATIONS, DISTRIBUTIONS, ELECTIONS, AND REPORTS.

7.1 Allocations. For purposes of maintaining capital accounts and in determining the rights of the Members among themselves, net income, or net loss, if any, for a fiscal year or other period, shall be allocated to the Members in proportion to their respective Membership Interests after giving effect to all capital account adjustments attributable to contributions and distributions of cash and property made during such fiscal year. For purposes of this Agreement, net profits or net losses shall be determined as required by the regulations promulgated under Section 704 of the Internal Revenue Code, as it may be amended from time to time.

7.2 Special Allocations. The following special allocations shall be made in the following order and priority:

(a) Notwithstanding any other provision of this Article VII, if there is a net decrease in Company minimum gain during any fiscal year or other period, prior to any other allocation pursuant hereto, each member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount and manner required by Treasury Regulation Section 1.704-2(f) or 1.704-2(i). The items to be so allocated shall be determined in accordance with Treasury Regulation Section 1.704-2.

(b) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to such Member (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, any deficit in such Member's adjusted capital account created by such adjustments, allocations, or distributions, as quickly as possible. The foregoing provision is intended to constitute a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations, and shall be interpreted consistently with such Regulations.

(c) In the event any member has a deficit capital account at the end of any Company fiscal year which is in excess of the sum of (i) the amount such member is obligated to restore pursuant to any provision of the Agreement and (ii) the amount such member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excesses as quickly as possible, provided that an allocation pursuant to this Section 7.2(c) shall be made only if and to the extent that such member would have deficit capital account in excess of such sum after all other allocation provided for in this Article VII have been made as if this Section 7.2(c) were not in this Agreement.

(d) Notwithstanding any other provision of this Agreement to the contrary, no allocation of any item of income or loss shall be made to a member if such allocation would not have economic effect pursuant to Treasury Regulation Section 1.704-1(b)(3) and 1.704-2. To the

extent an allocation cannot be made to a member due to the application of this Section 7.2(d), such allocation shall be made to the other Members entitled to receive such allocation hereunder.

(e) Any allocations of items of income, gain, or loss pursuant to Sections 7.2 (a) - (d) hereof shall be taken into account in computing subsequent allocations pursuant to this Article VII, so that the net amount of any items so allocated and the income, losses, and other item allocated to each member pursuant to this Article VII, to the extent possible, be equal to the net amount that would have been allocated to each Member had no allocations ever been made pursuant to Sections 7.2 (a) - (d).

(f) In accordance with Code Section 704(c) and the Treasury Regulations there under, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value at the time of its contribution. Allocations pursuant to this Section 7.2 (g) are solely for purposes of federal, state, and local taxes, and shall not affect, or in any way be taken into account in computing any Members capital account or share of income, loss, other items, or distribution pursuant to any provision of this Agreement.

7.3 Distributions. The Manager shall distribute Distributable Cash and other property at such times and in such amounts as he may determine, in his sole discretion. "Distributable Cash" means, with respect to the Company for a period of time, all funds of the Company which, in the discretion of the Manager, are available for distribution to Members after provision has been made for payment of all operating expenses and of all outstanding and unpaid current obligations of the Company as of such time, and for such reserves as the Manager deem appropriate or necessary. All distributions shall be made to the Members in proportion to their respective Membership Interests. No distribution shall be declared and paid if payment of such distribution would cause the Company to violate any limitation on distributions provided in the Act.

7.4 Allocations for Tax Purposes. Except as provided otherwise herein, each item of income, loss, net income or net loss of the Company shall be allocated to the Members in the same manner as such allocations are made for book purposes pursuant to Section 7.1 and 7.2. In the event of a transfer of, or other change in, an interest in the Company during a fiscal year, each item of taxable income or loss shall be prorated in accordance with Section 706 of the Internal Revenue Code, using any convention permitted by law and selected by the Manager.

7.5 Tax Status, Elections and Modifications to Allocations. Notwithstanding any provision contained in this Agreement to the contrary, solely for federal income tax purposes, each of the Members hereby recognizes that the Company will be subject to all provisions of Subchapter X of the Internal Revenue Code; provided, however, that the filing of all required returns there under shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

The Manager, in his sole discretion, may cause the Company to elect pursuant to Section 754 of the Internal Revenue Code to adjust the basis of the Company assets as provided by Section 743 or 734 of the Internal Revenue Code and the Treasury Regulations there under. The Company

shall make such elections for federal income tax purposes as may be determined by the Manager, acting in his sole and absolute discretion.

The Manager shall prepare and execute any amendments to this Agreement necessary for the Company to comply with the provisions of Treasury Regulations Sections 1.704-1(b), 1.704-1(c) and 1.704-2 upon the happening of any of the following events: (i) incurring any liability which constitutes a "non-recourse liability" as defined in Treasury Regulation Section 1.704-2(b)(3) or a "partnership non-recourse debt" as defined in Treasury Regulations Section 1.704-2(b)(4); (ii) a constructive termination of the Company pursuant to Internal Revenue Code Section 708(b)(1)(B); or (III) the contribution or distribution of any property, other than cash, to or by the Company.

7.6 Tax Matters Manager. The Manager shall act as the "Tax Matters Member" for federal and state income tax purposes. The Tax Matters Member shall have the final decision with respect to all federal and state income tax matters involving the Company, and shall represent the Company in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings. The Members agree to cooperate with the Tax Matters Member and to do or refrain from doing any and all things reasonably required by the Tax Matters Manager to conduct such proceedings. The Tax Matters Member is authorized to expend Company funds for professional services and costs associated with tax matters. Any direct out-of-pocket expense incurred by the Tax Matters Member in carrying out his obligations hereunder shall be reimbursed by the Company.

7.7 Company Tax Returns and Annual Statements. The Manager shall cause the Company to file all tax returns required to be filed for the Company for each fiscal year or part thereof, and shall provide each person who at any time during the fiscal year was a Member with an annual statement (including a copy of Schedule K-1 to Internal Revenue Service Form 1065) indicating such Member's share of the Company's income, loss, gain, expense and other items relevant for federal income tax purposes. Such annual statement may be audited or unaudited as required by the Manager.

7.8 Records and Reports; Books of Account. The Company shall maintain the Company's books and records and shall determine all items of income, loss, net income and net loss in accordance with the method of accounting selected by the Manager, consistently applied. All records and books of account of the Company, in whatever form maintained, shall be kept at the principal office of the company at all times and shall be open to inspection of the Members or their agents during reasonable business hours. Such right may be exercised on behalf of a Member by an attorney, certified public accountant, or any other agent or employee designated by such Member. Such Member shall bear all expenses incurred in any examination made on behalf of such Member. All expenses of keeping the books and records of the Company and the preparation of financial statements required to implement the provisions of this Agreement or otherwise needed for the conduct of the Company's business shall be borne by the Company.

7.9 Bank Accounts. The Bank account or accounts of the Company shall be maintained in the bank or other financial institution approved by the Manager. The terms governing such

accounts shall be determined by the Manager, and withdrawals from such accounts shall only be made by such parties as may be approved by the Manager.

ARTICLE VIII: DISSOLUTION AND TERMINATION

8.1 Withdrawal. Except as otherwise provided in this Agreement, no Member shall at any time retire or withdraw from the Company or withdraw any amount out of his capital account. Any Member retiring or withdrawing in contravention of this section shall indemnify, defend and hold harmless the Company and all other Members (other than a Member who is, at the time of such withdrawal, in default under this agreement) from and against any losses, expenses, judgments, fines, settlements or damages suffered or incurred by the Company or any such other Member arising out of or resulting from such retirement or withdrawal.

8.2 Dissolution. The Company shall be dissolved upon the first of the following to occur: (i) expiration of the period fixed for the duration of the Company in the Articles of Organization as amended; (ii) election by all the Members to dissolve the Company; (iii) the happening of any event of withdrawal (as defined by the Florida Limited Liability Company Act) with respect to any Member, unless there is at least one remaining Member and the business of the Company is continued by written consent of all the remaining Members holding a Majority in Interest within ninety (90) days of the action by or affecting the withdrawing Member; or (iv) the entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act.

Upon dissolution of the Company, the business and affairs of the Company shall terminate and be wound up and the assets of the Company shall be liquidated, provided, however, that the Manager may distribute assets of the Company in kind to the Members to the extent practicable. Dissolution shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed.

8.3 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the assets of the Company shall be paid in the following order: first, to creditors, in order of priority as provided by law including any loans to the Company from Members, but excepting those to Members on account of their capital contributions; second, an amount equal to the their remaining credit balances in the capital accounts of the Members shall be distributed to the Members in proportion to the amount of such balances; and third, any remainder shall be distributed to Members of the Company, pro rata to their respective Membership Interests.

ARTICLE IX: MISCELLANEOUS PROVISIONS

9.1 Competing Business. Except as otherwise expressly provided in this Agreement or the Act, neither the Members nor their shareholders, directors, officers, employees, partners, agents, family members or affiliates, shall be prohibited or restricted from investing in or conducting, either directly or indirectly, businesses of any nature whatsoever, including the ownership and

operation of businesses similar to or in the same geographical area as those held by the Company; and any investment in or conduct of any such businesses by any such person or entity shall not give rise to any claim for an accounting by any Member or the Company or any right to claim any interest therein or the profits there from.

9.2 Member Representations and Agreements. Each Member represents and agrees that he understands that the securities hereby subscribed will be issued without registration under federal or state securities laws pursuant to an exemption from such laws.

9.3 Notice. All Notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Member or Member pursuant to this Agreement shall be deemed to have been properly given or served if addressed to such person at the address as it appears on the Company records and personally delivered, deposited for next day delivery by an overnight courier service, deposited in the United States mail, prepaid and registered or certified with return receipt requested, or transmitted via telecopier or other similar device to the attention of such person with receipt acknowledged.

The Members shall have the right, at any time during the term of this Agreement, to change their respective addresses by delivering to the other parties written notice of such change. All distributions to any Member shall be made at the address to which notices are sent unless otherwise specified in writing by any such Member.

9.4 Entire Agreement; Amendments; Severability. This Agreement, including all schedules hereto, as amended from time to time in accordance with the terms of this Agreement, contains the entire agreement between the parties relative to the subject matters hereof. This Agreement or the Articles of Organization may only be amended or modified by a writing executed and delivered by Members owning not less than seventy-five (75) percent of the Membership Interests, provided, however, that the provision in Paragraph 2.1 concerning appointment and election of Managers shall not be amended without the consent of the person then entitled to serve as Manager. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

9.5 Governing Law; Arbitration. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or in connection with this Agreement or the breach thereof shall be decided by arbitration to be conducted in Seminole County, Florida, in accordance with the then prevailing commercial arbitration rules of the American Arbitration Association, and judgment thereof may be entered in any court having jurisdiction thereof.

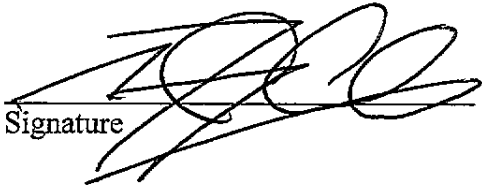
9.6 Waiver. No consent or waiver, express or implied, by any Member to or for the breach or default by any other Member in the performance by such other Member of his or its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other

breach or default in the performance by such other Member of the same or any other obligations of such other Member under this Agreement. Failure on the part of any Member to complain of any act or failure to act of any of the other Members or to declare any of the other Members in default, regardless of how long such failure continues, shall not constitute a waiver by such Member of his or its rights hereunder.

9.7 Benefits of Agreement. Subject to the restrictions on transferability set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the undersigned Members and their respective legal representatives, successors and assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to give any creditor of the Company or any creditor of any Member or any other person or entity whatsoever, other than the Members and the Company, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provisions herein contained, and such provisions are and shall be held to be for the sole and exclusive benefit of the Members and the Company.

IN WITNESS WHEREOF, the undersigned, being all Members of the Company, have caused this Agreement to be duly adopted by the Company as of the 15th day of August, 2001, and do hereby assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.

Signature



Date

8-15-01

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DIJ, JON C. CORPORATIONS
TALLAHASSEE, FLORIDA

SCHEDULE A

<u>David Gabbai</u>	<u>\$100.00</u>	<u>100%</u>
Name of Member	Capital Contribution	Percentage Interest

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TALLAHASSEE, FLORIDA