

# The Rappas Law Firm

## Attorneys at Law

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"Representing clients from around the world."

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Rachel Roth (C)  
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Cassie Snyder (C), (E)  
Renee Hobbs (E)  
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(A) Attorney and Certified Public Accountant;  
American Immigration Lawyers' Association  
(B) Member Academy of Florida Trial Lawyers  
(C) Immigration Support  
(D) IRS and Tax Support  
(E) Litigation Support

November 5, 2001

Florida Secretary of State  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, FL 32399

Re: NETWORK CORPORATION USA, LLC

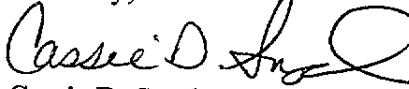
Dear Madam/Sir:

Enclosed are an original and one duplicate for certification of the Articles of Organization for the above-referenced corporation, along with a check in the amount of \$155.00 for filing fees.

Please file these Articles of Organization and return the duplicate to this office.

Thank you for your attention to this matter and if you have any questions, please call me.

Sincerely,



Cassie D. Snyder, Paralegal to  
PETER C. PAPPAS, ESQUIRE

/cds  
Enclosures



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

November 13, 2001

CASSIE D. SNYDER  
THE PAPPAS LAW FIRM  
225 EAST ROBINSON STREET, SUITE 540  
ORLANDO, FL 32801

SUBJECT: NETWORK CORPORATION USA, LLC  
Ref. Number: W01000026056

We have received your document for NETWORK CORPORATION USA, LLC and your check(s) totaling \$155.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name of the entity cannot include "CORPORATION." This word/abbreviation is readily associated with or is commonly used to denote another type of entity. Please amend your document throughout accordingly.

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) 245-6967.

Michelle Hodges  
Document Specialist

Letter Number: 601A00061317



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

November 26, 2001

CASSIE D. SNYDER  
THE PAPPAS LAW FIRM  
225 EAST ROBINSON STREET, SUITE 540  
ORLANDO, FL 32801

SUBJECT: NETWORK CORPORATION USA, LLC  
Ref. Number: W01000026056

We have received your document for NETWORK CORPORATION USA, LLC and your check(s) totaling \$155.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please accept our apology for failing to mention this in our previous letter.

Pursuant to section 608.409(2), F.S., the effective date must be specific, cannot be more than five business days prior to the date of filing or more than 90 days after the date of filing. Our office received your document on November 8, 2001. Please amend your document accordingly.

Limited Liability Companies to not have stock. You must remove any reference to stock or shares from the document.

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) 245-6967.

Michelle Hodges  
Document Specialist

Letter Number: 601A00062723

ARTICLES OF ORGANIZATION  
OF  
NETWORK USA, LLC

The undersigned Members of the NETWORK USA, LLC do hereby enter into this Articles of Organization effective the 12<sup>th</sup> day of December, 2001.

ARTICLE I  
Office

The principal place of business of the Company is 2290 N. County Road 427, Suite 140, Longwood, Florida 32750. The Company may have such offices as the Members may designate or as the business of the Company may require. The registered office of the Company required by the Florida Limited Liability Act to be maintained in the State of Florida may be, but need not be, identical with the principal office, and may be changed from time to time by the Members.

ARTICLE II  
Purpose

This Company is organized for all lawful purposes except banking and insurance.

ARTICLE III  
Duration of the Company

The Company shall commence upon the filing of its Articles of Organization with the Secretary of State and shall continue for a term of thirty (30) years unless (a) extended by the Members, (b) sooner dissolved by the Members, or (c) dissolved by a statutory event of dissolution. The right to continue after the stated term or after statutory event of dissolution is reserved and may be exercised by a majority in interest of the remaining owners.

ARTICLE IV  
Capital Contributions

The Members agree for themselves and their successors, assigns and heirs, that their participation is considered a long-term investment, and that any return of capital prior to the termination and winding up of the Company is in the sole discretion of the Members acting as the Board. Initial membership is as follows:

<u>Name</u>	<u>Membership Units</u>
Ali Persembe	10
Gida Tekstil Cihaz Dis Ticaret, Ltd.	90

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ARTICLE V

### Additional Capital Contributions

The Members may, but are not required, to contribute any additional capital deemed necessary by the Board for the operation of the Company, provided, however, that in the event that any Member deems it advisable to refuse or fails to contribute their proportionate share of any or all of the additional capital requested by the Board then other Members or any one of them may contribute the additional capital not paid in by such refusing Member, and shall receive therefore an increase in the proportionate share of the ownership or interest in the entire Company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing Member shall be available in the same portion order as the right to share in distributions of the remaining Members.

## ARTICLE VI

### Meetings of Members

The annual meeting of the Members shall be held at the principal place of business of the Company on the first day of December of each year, commencing in the year 2001. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Special meetings of the Members, for any purpose or purposes described in the meeting notice, may be called by any Member. Unless waived, as herein provided and allowed, written or printed notice stating that place, day, and hour of the meeting, and , in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member not less than ten or more than sixty days before the date of the meeting. Members may participate in meetings by telephone. Any action which may be taken at a meeting of Members may be taken without a meeting by written action signed by all the Members.

## ARTICLE VII

### Distributions and Allocations

Members may act as employees and receive a salary or other compensation for services. Each of the Members shall have an interest in the capital of the Company and according to the formula agreed upon by the Members in Article IV. The undersigned members agree to share in all post formation profits and surplus of the company according to their interest as represented by membership units issued (or as herein otherwise provided.) Prior to dissolution, and at least annually, as income has been received by the Company accounts determined and tax returns filed, the Board of shall determine funds available for distribution.

## ARTICLE VIII

### Management

Control and management of the business of the Company is vested in the Members acting as the Board of Members, each voting according to the number of membership units held.

ARTICLE IX  
Admission of New Members

New Members who take their interest directly from the Company may be admitted by a majority in interest of the Members. For purposes of determining a "majority in interest," a Member's interest will be his interest in profits and losses as set forth in Articles IV and V, and a majority will mean fifty-one percent (51%) or more. New Owners who take their interest assignment from current members may thereafter be admitted to membership by a majority in interest of the remaining Members.

ARTICLE X  
Restrictions

No Member, without a written Resolution of the Board, shall endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involving in the Company. No Member shall on behalf of the Company borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. No Member shall mortgage, grant a security interest in the assets or property of the Company, or do any act detrimental to the best interests of the Company, or which would make it impossible to carry on the ordinary purpose of the Company. Each Member shall be reimbursed by the Company for all expenses incurred on behalf of the Company and shall be paid a fee for attendance at meetings of the Members.

ARTICLE XI  
Banking

All funds of the Company shall be deposited in its name in such bank account or accounts as shall be designated by the Board of Members. All withdrawals therefrom are to be made upon the authority of such person or persons as may be authorized by the Board of Members from time to time.

ARTICLE XII  
Books

The Company books shall be maintained at the offices of NETWORK USA, LLC and each Member shall have access thereto. The fiscal year of the Company shall be the calendar year, and the books shall be closed and balanced at the end of each fiscal year. The Company will furnish annual financial statements to the Members, and prepare tax returns in a timely manner, furnishing copies to all Members at least ten (10) days before they are filed by the Company.

ARTICLE XIII

GIDA TEKSTİL CİHAZ  
DİŞ TİCARET LTD. STİ.  
Tic. Sic. No. 28. Kısıtlı Sermaye Şirketi  
Muhasebe No: 2012/2013  
*Ayşe Bese*

### Voluntary Termination

The Company may be dissolve at any time by Resolution passed by a majority interest at a meeting of its Members, in which event the Members shall proceed with reasonable promptness to liquidate the Company. The assets of the Company shall be distributed in the following order:

1. To pay or provide for the payment of all Company liabilities to creditors other than Members, and liquidating expenses and obligations;
2. To pay debts owing to Members other than for capital and profits;
3. To pay the remaining funds to the Members in proportion to their share ownership.

### ARTICLE XIV Death of a Owner

In the event of a death of a owner, then his or her heir or heirs shall be entitled to succeed to the economic share and interest of the deceased owner. The Company may, upon a majority in interest consent of the remaining members, as soon as practicable, provide a document in which the heir or heirs personally affirm and accept all the terms, conditions and provisions of this Operating Agreement, bind themselves to the same in writing, and select a designated representative to vote their interest as a Member in management.

### ARTICLE XV Continuation

Upon the occurrence of a statutory event of termination, the remaining owners of the Company have the right to continue the Company by a majority in interest vote unless a higher vote is required by the state statute of by the IRS classification regulations allowing avoidance of the corporate characteristic of the continuity of interest.

### ARTICLE XVI Amendment

This Operating Agreement is a written contract of the Members. Amendments must be written and executed by all Members.

### ARTICLE XVII Violation of this Agreement

Any Member who shall violate any of the terms, conditions, and provisions of this agreement shall keep and save harmless the Company property and shall also indemnify the other then Members from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and first

*Handwritten signature: Ayse*  
GIDA TEKSTİL GİHAZ  
DİŞ TİCARET LTD. STİ

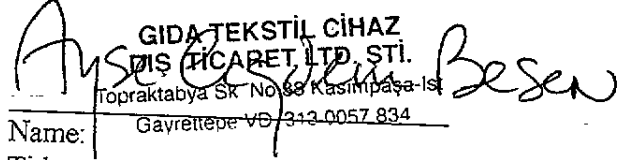
*Handwritten signature: Baser*

above written. This Operating Agreement may be executed in counterparts with each counterpart constituting one and the same instrument.

Signed and Dated this 12<sup>th</sup> day of December 2001.



Ali Persembe  
Member



Name:

Title:

Gida Tekstil Cihaz Dis Ticaret, Ltd.  
Member

GIDA TEKSTİL CİHAZ  
DİŞ TİCARET LTD. STİ.

Topraktabya Sk. No: 88 Kasımpaşa-İst.

Gayrettepe V.D. 343 0057 834



ARTICLE XVIII

Registered Agent, Registered Office & Registered Agent's Signature

The name and the Florida street address of the registered agent are:

Peter C. Pappas, Esquire.  
The Pappas Law Firm, P.A.  
225 E. Robinson St., Suite 540  
Orlando, FL 32801

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 as provided for in Chapter 608, F.S.



Registered Agent's Signature