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From:

Account Name : EMPIRE CORPORATE KIT COMPANY  
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Phone : (305) 634-3694  
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## LIMITED LIABILITY COMPANY

seven one seven corp., llc.

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TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
Jim Smith  
Secretary of State

August 14, 2002

EMPIRE CORPORATE KIT COMPANY

SUBJECT: SEVEN ONE SEVEN CORP., LLC  
REF: W02000023441

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

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as Registered Agent.")

The registered agent must sign accepting the designation.

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REGULATIONS OF

SEVEN ONE SEVEN PARTNERS, LLC

A Limited Liability Company  
Organized under the Laws of the State of Florida

## ARTICLE I - OFFICES

1.1 **PRINCIPAL OFFICE.** The principal office of the Company in the State of Florida shall be located at 317 East Acre Drive, Plantation, FL 33317. The Company may have such other offices, either within or without the State of Florida as Members may designate or as the business of the Company may from time to time require.

1.2 **REGISTERED OFFICE.** The registered office of the Company required by the Florida Limited Liability Company Act, to be maintained in the State of Florida, may, but need not be identical with the principal office of the Company in the State of Florida. The address of the initial registered office of the Company is 317 East Acre Drive, Plantation, FL 33317, and the initial registered agent at such address is James LaVallee. The registered office and the registered agent may be changed from time to time by action of the Members and by filing the prescribed form with the Florida Secretary of State.

## ARTICLE II - MEETINGS

2.1 **ANNUAL MEETING.** The annual meeting of the members shall be held on the 2nd day of January in each year, at the hour of 10 o'clock, A.M. for the purpose of electing a Board of Members, and a Presiding Member and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

2.2 **REGULAR MEETINGS.** The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for holding of regular meetings, such regular meetings shall be held at the time and place specified by the Presiding Member in the notice of each such regular meeting.

2.3 **SPECIAL MEETINGS.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Presiding Member or by any two (2) Members.

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2.4 NOTICE OF MEETING. Written or telephonic notice stating the 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 not less than three (3) days before the date of the meeting whether personally or by mail, by or at the direction of the Presiding Member, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member, at the Member's address as it appears on the books of the Company, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

2.5 QUORUM. At any meeting of the Members, a majority of the equity interest, as determined from the capital contribution of each Member as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of Members. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.6 PROXIES. At all meetings of members a Member may vote by proxy executed in writing by the member or by the Member's duly authorized attorney - in - fact. Such proxy shall be filed with the Presiding Member of the Company before or at the time of the meeting. No proxy shall be valid after three (3) months from the date of execution, unless otherwise provided in the proxy.

2.7 VOTING BY CERTAIN MEMBERS. Certificates standing in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the By-laws of such entity may prescribe or, in the absence of such provision, as the Board of Directors of such entity may determine. Certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by that person, either in person or by proxy, without a transfer of such certificates into that person's name.

## 2.8 MANNER OF ACTING.

2.8.1 FORMAL ACTION BY MEMBERS. Ordinarily, the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Members. Upon demand of any Member, voting on a particular issue may be in accordance with percentage of equity ownership in the Company.

2.8.2 PROCEDURE. The Presiding Member of the Company shall preside at the meetings of the Members, may move or second any item of business and shall be permitted to vote upon any matter or issue. Minutes shall be maintained of the meetings of the members. The Members may adopt their own rules of procedure which may not be inconsistent with these Regulations.

2.8.3 **PRESUMPTION OF ASSENT.** A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless such dissent shall be entered in the minutes of the meeting or unless the Member shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof shall forward such dissent by certified mail to the Secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

2.8.4 **INFORMAL ACTION OF MEMBERS.** Unless otherwise provided by law, any action required to be taken at a meeting of Members, or any other action which may be taken at a meeting of Members, may be taken without meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members entitled to vote with respect to the subject letter thereof.

2.9 **ORDER OF BUSINESS.** The order of business at all meetings of Members shall be as follows:

1. Roll Call
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of the preceding meeting.
4. Report of the Presiding Member
5. Reports of Committees
6. Unfinished business
7. New Business

2.10. **TELEPHONIC MEETING.** Members of the Company may participate in any meeting of Members by means of conference telephone or similar communication if all Members participating in such meeting can hear each other for the entire discussion or the matter or matters to be voted upon. Participation in such meeting pursuant to this section shall constitute presence in person at such meeting.

### **ARTICLE III - FISCAL MATTERS**

3.1 **FISCAL YEAR.** The fiscal year of the limited Liability Company shall begin on the first day of January and end on the last day of December each year, unless otherwise determined by resolution of the Members.

3.2 **DEPOSITS.** All funds of the Limited Liability Company shall be deposited from time to time to the credit of the Limited Liability Company in such banks, trust companies or other depositories as the Members may select.

3.3 **CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Limited Liability Company shall be signed by the Presiding Member.

3.4 LOANS. No loans shall be contracted on behalf of the Limited Liability Company or no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

3.5 CONTRACTS. The Members may authorize any Member or agent of the Limited Liability Company, in addition to the Presiding Member, to enter into any contract or execute any instrument in the name of and on behalf of the Limited Liability Company, and such authority may be general or confined to specific instances.

3.6 ACCOUNTANT. An accountant may be selected from time to time by the Members to perform such tax and accounting services as may, from time to time be required. The accountant may be removed by the Members without assigning any cause.

3.7 LEGAL COUNSEL. One (1) or more attorneys at law may be selected from time to time by the Members to review the legal affairs of the Limited Liability Company and to perform such other services as may be required and to report to the Members with respect thereto. The legal counsel may be removed by the Members without assigning any cause.

#### ARTICLE IV – CERTIFICATES AND TRANSFER

4.1 CERTIFICATES. Certificates representing an equity interest in the Limited Liability Company shall be in such form as shall be determined by the Members. Such certificates shall be signed by the Presiding Member and by one other Member. All certificates shall be consecutively numbered or otherwise identified. The name and address of the person or entity to whom the certificates are issued, with the capital contribution and the rate of issue, shall be entered in the certificate register of the Limited Liability Company. In case of a lost, destroyed or mutilated certificated a new one may be issued upon such terms and indemnity to the Limited Liability Company as the Members may prescribe.

4.2 CERTIFICATE REGISTER. Any and all changes in the Members or their amount of capital contribution shall be formalized by filing notice of the same with the Secretary of State by amendment of the Articles of organization. The most recent filing of the Articles of Organization, as amended, shall be deemed the register of certificates.

4.3 TRANSFERS OF INTEREST. A Member's interest in the Limited Liability Company may only be transferred or assigned if all of the Members of the Limited Liability Company other than the Member or Members proposing to dispose of their interest approve of the proposed transfer or assignment by unanimous written consent. If all of the Members of the Limited Liability Company other than the Member or Members proposing to dispose of their interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the Member's interest has no right to participate in the management of the business and affairs of the Limited Liability Company or to become a Member. The transferee is only entitled to receive the share of profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

## ARTICLE V – BOOKS AND RECORDS

5.1 **BOOKS AND RECORDS.** The books and records of the Limited Liability Company shall be kept at the principal office the Company or at such other places, within or without the State of Florida, as the members shall from time to time determine.

5.2 **RIGHT OF INSPECTION.** Any Member of record shall have the right to examine, at any reasonable time or times for all purposes, the books and records of account, minutes and records of Members, and to make copies thereof. Such inspection may be made by an agent or attorney of the Member. Upon written request of any Member of the Limited Liability Company, it shall mail to such Member its most recent financial statements, showing reasonable detail its assets and liabilities and results of its operations.

5.3 **FINANCIAL RECORDS.** All financial records shall be maintained and reported based on generally acceptable accounting practices.

## ARTICLE VI – DISTRIBUTION OF PROFITS

6.1 **DISTRIBUTION OF PROFITS.** The Members may from time to time declare, and the Limited Liability Company may distribute, accumulated profits agreed not necessary for the cash need of the Company's business. Unless otherwise provided, retained profits shall be deemed an increase in the capital contribution of the Limited Liability Company.

## ARTICLE VII – MANAGEMENT

7.1 **MANAGEMENT.** The management of the Limited Liability Company shall be vested in its Members in proportion to their contribution to the capital of the Company, as adjusted from time to time properly reflect any additional contributions or withdrawals by Members. The Members may nevertheless select, from amongst themselves certain Members to perform certain duties, including the following:

7.1.1 **PRESIDING MEMBER.** The Presiding Member shall be the chief executive officer of the Company responsible for the general overall supervision of the business and affairs of the Company. When present, the Presiding Member shall preside at all meetings of the Members. The Presiding Member may sign on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed, by the Members except in cases where the signing or execution thereof shall be expressly delegated by the Members or by the Operating Agreement or by statute or some other officer or agent of the Company; and, in general shall perform all duties as may be prescribed by the Members from time to time.

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The specific authority and responsibility of the Presiding Member shall also include the following:

1. The Presiding Member shall effectuate the Operating Agreement and Regulations and decisions of the Members.
2. The Presiding Member shall direct and supervise the operations of the Company.
3. The Presiding Member, within such parameters as may be set by the Members, shall establish such charges for services and products of the Limited Liability Company as may be necessary to provide adequate income for the efficient operation of the Company.
4. The Presiding Member, within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.
5. The Presiding Member shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end shall prepare and submit a report to the members at each regular meeting and at other times as may be directed by the Members.

**7.1.2 OTHER OFFICERS.** The Company may, at the discretion of the Members, have additional officers including, without limitation, one (1) or more Vice-Presiding Members, one (1) or more Secretaries and one (1) or more Treasurers. Officers must be selected from among the Members. One (1) person may hold two (2) or more offices. When the incumbent of an office is (as determined by the incumbent or by the Members) unable to perform the duties thereof, or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the officer), the duties of the office shall be performed by the person specified by the Members.

**7.1.3 ELECTION AND TENURE.** The officers of the Company shall be elected annually by the members at the annual meeting, each officer shall hold office from the date of election until the next annual meeting and until a successor shall have been elected, unless the officer shall sooner resign or be removed.

**7.1.4 RESIGNATIONS AND REMOVAL.** Any officer may resign at any time by giving written notice to the Presiding Member or to all the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time by the Members with or without cause.

**7.1.5 VACANCIES.** A vacancy in any office may be filled for the unexpired portion of the term by the Members.



7.1.6 SALARIES. The salaries of the officer shall be fixed from time to time by the Members and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a Member of the Company.

## ARTICLE VIII - MISCELLANEOUS

8.1 NOTICE. Any notice required or permitted to be given pursuant to the provisions of the statute, the Articles of Organization, Operating Agreement or Regulations of the Limited Liability Company shall be effective as of the date personally delivered, or if sent by mail, on the date deposited with the United States Postal Service, prepaid and addressed to the intended receiver and receiver's last known address as shown in the records of the Limited Liability Company.

8.2 WAIVER OF NOTICE. Whenever any notice is required to be given pursuant to the provisions of the statute, the Articles of Organization, Operating Agreement or Regulations of the Limited Liability Company, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of any such notice.

8.3 INDEMNIFICATION BY COMPANY. The Limited Liability Company may indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that the person is or was a Member of the Company, officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgements, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine the actions were in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Limited Liability Company, and with respect to any criminal action or proceeding, has no reasonable cause to believe the conduct was unlawful. The termination of any action, suit, or proceeding by judgement, order settlement, conviction, or upon a plea of NOLO CONTENDERE or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which reasonably believed to be in the best interest of the Limited Liability Company, and, with respect to any criminal action or proceeding, had reasonable cause, to believe that the conduct was unlawful.

8.4 INDEMNIFICATION FUNDING. The Company shall fund the indemnification obligation provided by Section 8.3 in such manner and to such extent as the members may from time to time deem proper.

8.5 DUALITY OF INTEREST TRANSACTIONS. Members of this Limited Liability Company shall have a duty of undivided loyalty to this Company in all matters affecting this Company's interests.

8.6 ANTICIPATED TRANSACTIONS. Notwithstanding the provisions of Section 8.5, it is anticipated that the Members and officers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time, participate in the joint development of contracts and transactions designed as fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the Members.

8.7 GENDER AND NUMBER. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

8.8 ARTICLES AND HEADINGS. The Articles and other headings contained in the Operating Agreement and Regulations are for reference purposes only and shall not affect the meaning or interpretation.

8.9 REIMBURSEMENT. Officers and Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

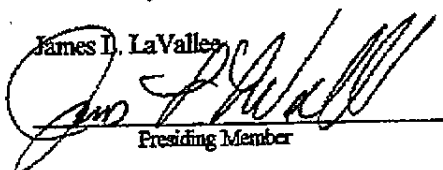
#### ARTICLE IX - AMENDMENTS

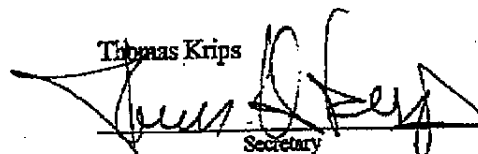
9.1 AMENDMENTS. The Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by unanimous action of all of the members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

#### CERTIFICATION

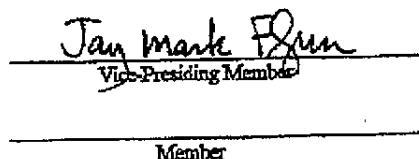
THE UNDERSIGNED, being the Presiding Member and Secretary and all of the Members of SEVEN ONE SEVEN PARTNERS, LLC, a Florida Limited Liability Company, hereby evidence their adoption and ratification of the foregoing regulations of the Company.

Executed by each Member on July 16, 2002.

James D. LaVallee  
  
Presiding Member

Thomas Krips  
  
Secretary

Jay Mark Flynn

Jay Mark Flynn  
  
Vice-Presiding Member  
Member

Treasurer  
Member

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

Under the provisions of F.S. 608.414 or 608.507 SEVEN ONE SEVEN PARTNERS, LLC submits the following statement of designate a registered office and registered agent in the state of Florida:

1. The name of the limited liability company is:

SEVEN ONE SEVEN PARTNERS, LLC

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

JAMES L. LAVALLEE

317 EAST ACRE DRIVE

PLANTATION, FL 33317

The undersigned, being the person named in the articles of organization of SEVEN ONE SEVEN PARTNERS, LLC, as the registered agent of this limited liability company, hereby consents to accept service of process for the above-stated company at the place designated in the articles of organization, and accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his or her duties, and is familiar with and accepts the obligations of the position of registered agent.

  
Registered Agent

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