

L03000003331

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H03000035153 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 205-0383

From: Account Name : EMPIRE CORPORATE KIT COMPANY
Account Number : 072450003255
Phone : (305) 634-3694
Fax Number : (305) 633-9696

LIMITED LIABILITY COMPANY

21 INVESTMENTS, LLC

RECEIVED

03 JAN 29 AM 7:56

DIVISION OF CORPORATION

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 JAN 28 AM 8:17

FILED

Certificate of Status	0
Certified Copy	1
Page Count	21
Estimated Charge	\$155.00

1-29-03

21

H 03000035153

ARTICLES OF ORGANIZATION OF

21 INVESTMENTS, LLC

A FLORIDA LIMITED LIABILITY COMPANY

The undersigned hereby organize a limited liability company pursuant to §608 Florida Statutes and the provisions of these Articles and, for that purpose, have caused these Articles of Organization to be prepared, executed, and filed with the Florida Secretary of State

1 NAME, PURPOSE, POWER, DURATION

- 1.1 Name of the Company. The name of the Company shall be 21 INVESTMENTS, LLC. The Company may do business under that name and under any other name or names upon which the Members agree. If the Company does business under a name other than that set forth in these Articles, then the Company shall file any certificate required by applicable law.
- 1.2 Purpose. The Company is formed for the purpose of carrying on any lawful business purpose or activity within or without the State of Florida.
- 1.3 Powers. The Company shall have the same powers as an individual to do all things necessary to carry out its business and affairs.
- 1.4 Duration. The term of the Company shall begin upon the filing of these Articles with the Florida Secretary of State and shall continue in perpetuity unless sooner terminated pursuant to these Articles.
- 1.5 Registered Office, Registered Agent. The registered office of the Company shall be the office of the Company's Registered Agent. The name and address of the Company's Registered Agent in the State of Florida shall be Marion Avnri 130 E. Flagler Street Miami, Florida
- 1.6 Street Address of the Principal Office of the Company. The street address of the principal office of the Company is 130 E. Flagler Street Miami, Florida 33130
- 1.7 Mailing Address of the Company. The mailing address of the Company is 130 E. Flagler Street Miami, Florida 33130
- 1.8 Seal. The seal of the Company shall bear the Company's name and the designation "State of Florida, Limited Liability Company." The Members may alter the seal of the Company

2 MEMBERSHIP

2.1 Members. The name, present mailing address and taxpayer identification number of each Member is as follows:

Name	Address	Taxpayer number	Percentage
MARLON AVNRI	130 E. Flagler St Miami, FL 33130	594-72-7436	50.0
EVER TRADING COMPANY	3045 NW 82 Ave. Miami FL 33122	85-0422590	50.0

2.2 Withdrawal. No Member shall have the right or power to withdraw or resign from the Company unless it gives at least six (6) months prior written notice to the remaining Members provided that no Member may tender his withdrawal or resignation if such

H 03000035153

SECRETARY OF STATE
FLORIDA

02 JAN 28 AM 8:17

FILED

withdrawal or resignation shall cause an Event of Dissolution under these Articles.

- 2.3 Admission of Additional Members. Additional Persons may be admitted as Members of the Company only upon the unanimous written consent of the existing Members and subject to this Agreement being amended to reflect the admission of such additional Persons
- 2.4 No Personal Liability. Except as otherwise provided in these Articles, no Member shall have any personal liability for any debt, liability or other obligation of the Company.

3 MEMBERSHIP CERTIFICATES

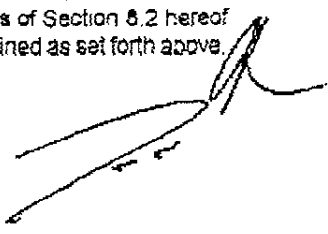
- 3.1 Certificates. Membership Certificates representing equity interest in the Company will be in the form determined by the Managers. A Membership Certificate issued to a Member must be signed by the Chief Financial Officer and at least one Manager appointed by another Member. All Membership Certificates must be consecutively numbered or otherwise identified. The name and address of the Person to whom the Membership Certificates are issued, with the Capital Contribution and the rate of issue, must be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated Membership Certificate, a new one may be issued on the terms and indemnity to the Company as the Managers may prescribe.
- 3.2 Certificate Register. Any and all changes in Members or their amount of Capital Contribution must be formalized by filing notice of the same with the Secretary of State by amendment of the Articles. The most recent filing of the Articles, as amended, will be deemed the Register of Certificates.

4 CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

- 4.1 Initial Capital Contributions. Upon the execution of these Articles, the Members shall contribute to the Company as their initial Capital Contributions the Business, and the cash, property and/or promissory notes described herein.
- 4.2 No Additional Capital Contributions Required. No Member shall be required to make any additional Capital Contributions to the Company, unless so required by the unanimous written consent of the Members.
- 4.3 No Interest on Capital Contributions. Except as otherwise provided in these Articles, no Member shall receive any interest on its Capital Contributions to the Company or on its Capital Account, notwithstanding any disproportion therein as between or among Members.
- 4.4 No Return of Capital Contributions. No Member shall have the right to demand or receive the return of any Capital Contributions to the Company.
- 4.5 Capital Accounts. The Company shall establish a Capital Account for each Member. Such Capital Account shall be maintained for each Member and shall be increased by the amount of the Member's Capital Contributions to the Company, and the Member's allocable share of Net Profits and shall be decreased by the Member's allocable share of Net Losses determined in accordance with this Agreement, and the amount of any distributions to the Member pursuant to this Agreement. Furthermore, in the event of a termination of the Company for tax purposes under Section 708(b)(1)(B) of the Code, the deemed distributions to the Member shall be calculated in accordance with the provisions of Section 8.2 hereof and, thereafter, the Capital Account of each Member shall be maintained as set forth above.

03 JUN 28 AM 8:17
SECRETARY OF STATE
T. J. AHASSE

FILED



This Section is intended to satisfy the requirements of Section 1.704-1(b)(2)(iv) of the I.R.S. Regulations and shall be so construed, and in the event of any conflict between the provisions of this Section and such I.R.S. Regulations, the I.R.S. Regulations shall control.

It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of I.R.S. Regulation Section 1.704-1(b), and all provisions of these Articles relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that I.R.S. Regulation.

In the event any interest in the Company is transferred in accordance with the terms of these Articles, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

- 4.6 Liability Limited to Capital. The liability of each Member shall be limited to its Capital Contributions. No Member shall have any further personal liability to contribute money to the Company or with respect to any liability or obligation of the Company.

5 TRANSFER, CONSENTS AND ASSUMPTION

- 5.1 Instruments of Transfer. Upon the execution of these Articles, the Members shall deliver to the Company duly executed assignments or instruments of transfer which may be necessary or desirable in form and substance in order to convey and transfer to the Company the Business and full and marketable right, title and interest in and to the property contributed by the Members pursuant to these Articles.

- 5.2 Consents and Approvals. Notwithstanding anything herein to the contrary, if the assignment or transfer of the Business and property pursuant to these Articles requires the consent or approval of any third party, the Member required to make such assignment or transfer shall obtain such consent or approval or take such other action, and shall enter into any lawful arrangement necessary to provide the Company with the full benefits of such Business and property. No transfer or assignment shall be deemed to be made by a Member pursuant to these Articles until such consent, approval or other action shall have been duly obtained or taken.

- 5.3 Assumption of Contracts. Upon the execution of these Articles, the Members shall cause the Company to assume the future performance of all obligations of the Members arising under contracts relating to the Business. Except as aforesaid, the Members acknowledge and agree that the Company does not and shall not assume any obligations or liabilities of the Members, including, without limitation, any liabilities of or related to the Business of such Member arising or accruing prior to the date of contribution.

- 5.4 Indemnification. Each Member shall indemnify, defend and hold harmless the Company and all other Members from and against any and all claims, losses, liabilities, costs, expenses, suits, actions, proceedings and judgments relating to the Business of such Member arising or accruing prior to the date of contribution.

6 LOANS AND ADVANCES

- 6.1 Loans and Advances Not Capital Contributions. If a Member loans or advances funds to the Company, other than as a Capital Contribution pursuant to these Articles, the amount of such loan or advance shall not be deemed a Capital Contribution unless the Members

SECRETARY OF STATE
STATE OF FLORIDA

03 JAN 28 AM 8:17

FILED

unanimously agree otherwise. The amount of any such loan or advance shall be a debt due from the Company to such Member and, except as otherwise expressly provided elsewhere in these Articles or as agreed at the time such funds are loaned or advanced, shall be repaid to such Member upon demand with such interest at a rate per annum which is two percentage points above the prime commercial lending rate per annum announced by Citibank Bank at its principal office in New York, New York, from time to time, each change in such announced rate to be effective for purposes of this Agreement on the day on which such change is effective at said bank, or at the highest rate permitted by law, whichever is lower.

- 6.2 Repayment of Loans and Advances. All loans and advances specified in this Article, and other debts due from the Company to the Members, shall be paid by the Company to the respective Members, subject to any agreement to the contrary entered into in connection with the making of the relevant loan or advance and, unless otherwise provided herein, in a proportion to their respective loan and/or advance balances.

7 PROFITS, LOSSES, AND DISTRIBUTIONS

- 7.1 Interim Distributions of Net Profit. The Company shall distribute fifty percent (50%) of its Net Profit to the Members on a quarterly basis or at such times as the Members may determine. Such distributions shall be made to the Members in proportion to their respective Percentages in the Company. Notwithstanding the foregoing, no distribution may be made if after the distribution the Company would not be able to pay its debts as they become due in the usual course of business, or the Company's total assets would be less than the sum of its total liabilities.

- 7.2 Annual Allocation of Profit or Loss. The Profit or Loss of the Company for any fiscal year shall be allocated to the Members in proportion to their Percentages in the Company. Profit and Loss for each fiscal year shall be determined on the basis of the Company's audited financial statements prepared in accordance with accepted accounting principles. Final distributions shall not exceed fifty percent (50%) of the Net Profit after taking into account all interim distributions throughout the year unless Members agree otherwise.

7.3 Regulatory Allocations.

- 7.3.1 Qualified Income Offset. No Member shall be allocated losses or deductions if the allocation causes the Member to have an Adjusted Capital Account Deficit. If a Member receives an allocation of Loss or deduction (or item thereof) or any distribution, which causes the Member to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Member, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the I.R.S. Regulations promulgated under Code Section 704(b).

- 7.3.2 Minimum Gain Chargeback. Except as set forth in I.R.S. Regulation Sections 1.704-2(f)(2), (3) and (4), if, during any taxable year, there is a net decrease in Minimum Gain, each Member, prior to any other allocation pursuant to this Article shall be specially allocated items of gross income and gain for such taxable year

03 JAN 28 AM 8:17

AND
FILED

SECRETARY OF STATE
TALLAHASSEE
FLORIDA

(and, if necessary, subsequent taxable years) in an amount equal to that Member's share of the net decrease of Minimum Gain, computed in accordance with I.R.S. Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the I.R.S. Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section shall constitute a "minimum gain chargeback" under I.R.S. Regulation Section 1.704-2(f).

7.3.3 Contributed Property and Book-ups. In accordance with Code Section 704(c) and the I.R.S. Regulations thereunder, as well as I.R.S. Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to 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 the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the I.R.S. Regulations thereunder.

7.4 Distribution Upon Dissolution.

7.4.1 Distribution. If the Company is dissolved, the assets of the Company shall be distributed to the Members in accordance with the balances in their respective Capital Accounts, after taking into account the allocations of Profit or Loss, if any, and distributions, if any, of cash or property.

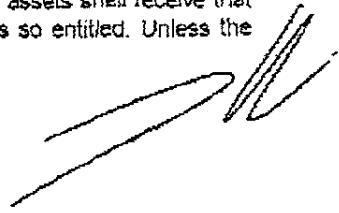
7.4.2 Negative Capital Account. No Member shall be obligated to restore a Negative Capital Account.

7.5 Provisions.

7.5.1 Timing of Distributions. Except as otherwise provided in these Articles and subject to §608.426 Florida Statutes, the timing and amount of all distributions shall be determined by the Members. The distribution of Net Profits shall be made at times as Members shall determine, but not less than monthly.

7.5.2 Over-Distributions. If the Company distributes more than fifty percent (50%) of Net Profits to the Members in any fiscal year, as may be determined by the Company's audited financial statements prepared in accordance with generally accepted accounting principles, the Members shall repay the amount of over-distribution in accordance with their respective percentages, or, at their option, forego receipt of such interim distributions in the following fiscal year until such time as the amount of such over-distribution has been repaid in full.

7.5.3 Distributions in Kind. If any assets of the Company are distributed in kind to the Members, any Member entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Members so entitled. Unless the



SECRETARY OF STATE
TALLAHASSEE, FLORIDA
03 JAN 28 AM 8:17

AND
FILED

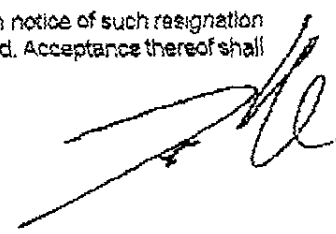
Members otherwise agree, the value of the assets shall be determined by an independent appraiser who shall be selected by the Members. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated and shall be properly credited or charged to the Capital Accounts of the Members prior to the distribution of the assets in dissolution.

- 7.5.4 Allocations. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Members as of the last day of the fiscal year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's fiscal year is separated into segments, if there is a transfer or an involuntary withdrawal during the fiscal year, the Profit and Loss shall be allocated between the original Member and the successor on the basis of the number of days each was a Member during the taxable year; provided, however, the Company's fiscal year shall be segregated into two or more segments in order to account for Profit, Loss or proceeds attributable to any extraordinary non-recurring items of the Company.
- 7.5.5 Amendments. The Members are hereby authorized, upon the advice of the Company's tax counsel, to amend these Articles to comply with the Code and the I.R.S. Regulations promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to a Member without the Member's prior written consent.

8 MANAGEMENT: RIGHTS, POWERS AND DUTIES

8.1 Board of Managers.

- 8.1.1 Appointment. Except as specifically reserved to the Members pursuant to this Article, the property, business and affairs of the Company shall be managed by a Board of Managers (the "Managers") which shall be appointed annually by the Members. The Managers shall be officers or directors of the Members. The number of Managers shall be equal to the number of Members multiplied by two with each Member being entitled to appoint Managers in proportion to its Percentage interest. For example, if there are two Members each having equal Percentage interests in the Company, each Member shall be entitled to appoint two Managers. Each Member shall also appoint an alternate Manager in the event an appointed Manager is unable to attend and/or act at any meeting. The following Manager(s) shall serve until the first Annual Meeting: Marlon Avnri
- 8.1.2 Compensation and Expenses. Managers shall not be entitled to receive compensation from the Company.
- 8.1.3 Tenure. Unless otherwise agreed in writing by the Members, a Manager shall be appointed for a term not to exceed one (1) year and shall be eligible for reappointment at the discretion of the Member who appointed him.
- 8.1.4 Suspension or Removal. The appointment of a Manager shall be revocable upon thirty (30) days' written notice by the affirmative vote of the majority of members.
- 8.1.5 Resignation. A Manager may resign by delivering written notice of such resignation effective upon receipt, unless some other time is specified. Acceptance thereof shall



03 JAN 28 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AND
FILED

not be necessary to make the resignation effective unless it so states.

8.2 DIRECTOR OF OPERATIONS AND CHIEF FINANCIAL OFFICER. The Company shall have a Director of Operations and a Chief Financial Officer.

8.2.1 Director of Operations. The Members shall annually appoint a Director of Operations for the Company, who shall be its chief operating officer and shall have charge of the operations of the Company and shall exercise such other powers and shall perform such duties as may be from time to time assigned by the Managers or as provided for in these Articles. The compensation and perquisites of the Director of Operations shall be established by the Members from time to time. Marion Avnri shall serve as the Director of Operations of the Company until the First Annual Meeting and/or until such time as his successor has been elected and qualified.

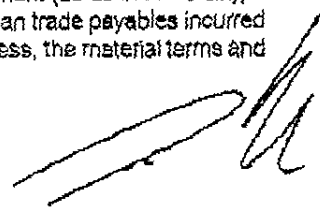
8.2.2 Chief Financial Officer. The Members shall annually appoint a Chief Financial Officer for the Company who shall have charge of and primary responsibility for the financial affairs of the Company, including internal accounting, internal control, administration, budgeting and financial planning, and shall perform such duties as may be from time to time assigned by the Managers or as provided for in these Articles. The compensation and perquisites of the Chief Financial Officer shall be established by the Members from time to time. The individual whose name appears on these articles shall serve as Chief Financial Officer of the Company until the First Annual Meeting and/or until such time as his successor has been elected and qualified.

8.2.3 Major Decisions by the Members. Notwithstanding any other provision contained in these Articles, no act shall be taken, sum expended, decision made or obligation incurred by or on behalf of the Company with respect to any matter referred to below ("Major Decision"), unless such Major Decisions shall have been approved by the act of the Members in accordance with these Articles which requires the unanimous affirmative vote of all the Members. The following shall be deemed to be Major Decisions:

- (a) any sale, transfer or other disposition by the Company of any of its securities or of any right to acquire any such securities;
- (b) any change in the purpose or scope of the Company as set forth in subsection 2.3 hereof;
- (c) any acquisition by the Company, directly or indirectly, of an ongoing business, whether by acquisition of stock or assets;
- (d) any change of name of the Company;
- (e) any pledge, mortgage or encumbrances, sale, lease, transfer or other disposition of any material portion of the assets or business of the Company, except pursuant to a dissolution in accordance with the provisions hereof, and except in the ordinary course of business. Material shall be defined for the purpose of this subsection to mean Ten Thousand (\$10,000.00) Dollars or more;
- (f) any direct or indirect merger or consolidation of the Company with or into any other Person;
- (g) the creation or implementation of any committee of the Managers;
- (h) authorizing the distribution of any cash or property to any Member except distributions expressly required pursuant to this Agreement (as defined herein);
- (i) authorizing the occurrence of indebtedness, other than trade payables incurred in the ordinary course of business (except for indebtedness, the material terms and

03 JAN 28 AM 8:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AND
FILED



- amount of which was provided for in a budget previously approved by the Managers;
- (j) requesting or requiring additional capital contributions, loans or guarantees from any Member;
- (k) approving the annual business plan of the Company;
- (l) approving the annual operating and capital budgets of the Company;
- (m) selecting or varying any depreciation or other accounting methods, changing the fiscal year of the Company, selecting or changing the auditors retained by the Company, or making any other major policy decisions with respect to the treatment of transactions for accounting or tax purposes;
- (n) executing any contract, agreement or other instrument, making any expenditures or incurring obligations involving a sum in excess of Ten Thousand (\$10,000.00) Dollars for any transaction or group of similar or related transactions (except for expenditures made and obligations provided for in a budget previously approved by the Managers);
- (o) authorizing the initiation, adjustment, settlement or compromise of any material claim, obligation, debt, demand, suit or judgment by or against the Company;
- (p) authorizing any matter relating to the employment of the Director of Operations or Chief Financial Officer or the hiring of any person whose annual base salary is expected to be in excess of Forty Thousand (\$40,000.00) Dollars or whose employment is other than terminable at will;
- (q) authorizing any disposition or acquisition of capital assets of or by the Company in excess of Ten Thousand (\$10,000.00) Dollars (except for expenditures made and obligations provided for in a budget previously approved by the Managers);
- (r) approving or amending any employee benefit plans or arrangements to be offered by the Company to its employees;
- (s) authorizing any investment in, loan to or guaranty of the obligations of any person or other entity other than in the ordinary course of business, except for investments in obligations of the United States, and in short-term certificates of deposit or similar instruments issued by commercial banks having capital and surplus of at least Five Million (\$5,000,000.00) Dollars, to utilize temporary cash surpluses of the Company;
- (t) authorizing any transaction with any person, corporation or other entity which is affiliated with any Member, except for transactions in the ordinary course of business which involved the receipt or payment by the Company of Five Thousand (\$5,000.00) Dollars or less;
- (u) creating any subsidiary or Affiliate of the Company;
- (v) appointing or removing any officers of the Company, including the Director of Operations and Chief Financial Officer of the Company, or any officer or director of any subsidiary or Affiliate of the Company, and
- (w) approving any other decision or action which materially affects the Company or the assets or operations thereof (including, but not limited to, the appointment or termination of, or material modification of any arrangement with, any supplier, labor union, shipper, terminal agent or similar person with respect to the services of the Company), or which is not in the ordinary course of business of the Company.

- 8.3 Employees. The Managers may employ and/or retain such employees of the Company as the Managers shall determine from time to time.
- 8.4 Compensation and Reimbursement of Members. Except as expressly provided in these Articles, or as otherwise determined by the Members, no payment shall be made by the Company to any Member for the services of such Member or any stockholder, director or employee thereof, and none shall be entitled to any compensation or reimbursement from

03 JAN 28 AM 8:17
 SECRETARY OF STATE
 100 W. HASSLER
 TALLAHASSEE, FLORIDA

AND
 FILED

the Company or any other Member for expenses incurred in connection with the business of the Company.

9 MEETINGS

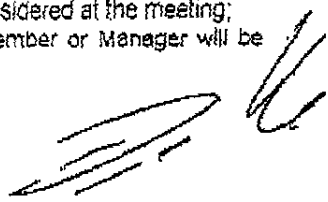
MEETINGS OF MEMBERS

- 9.1 Annual Meeting. The Annual Meeting of the Members shall be held within one hundred twenty (120) days of the close of the fiscal year of the Company within or without the State of Florida, or at such other time and place as selected by the Members. No change in the date fixed in these Articles for the Annual Meeting shall be made within seven (7) days before the date stated herein. Notice of any change of the date fixed in these Articles for the Annual Meeting shall be given to all Members at least seven (7) days before the new date fixed for such meeting. If the Annual Meeting is not held as herein provided, a Special Meeting of the Members may be held in place thereof, with the same force and effect as the Annual Meeting, and in such case all references in these Articles, except in this section, to the Annual Meeting of Members shall be deemed to refer to such Special Meeting. Any such Special Meeting shall be called and notice shall be given as provided herein.
- 9.2 Regular Meetings. Regular Meetings of the Members may be held at such places, within or without the State of Florida and at such times as the Members may determine.
- 9.3 Special Meetings. Special Meetings of the Members may be held at any time and at any place within or without the State of Florida. Special Meetings of the Members shall be called by notice upon the written demand of one or more Members holding more than twenty-five (25%) percent of the membership Percentages in the Company.

MEETING OF MANAGERS

- 9.4 Regular Meetings. The Managers shall meet on a regular basis, as required, to discuss and direct the business and affairs of the Company. The Director of Operations and Chief Financial Officer shall attend such meetings whenever possible.
- 9.5 Special Meetings. Special Meetings of the Managers may be held at any time and at any place within or without the State of Florida. Special Meetings of the Managers shall be called by notice upon the written demand of any Manager.
- 9.6 Combined Meetings. Regular Meetings of Managers pursuant to Section 10.2 and Regular Meetings of the Members pursuant to Section 10.1 may be held simultaneously.
- 9.7 Call. No call or notice shall be required for Annual or Regular Meetings of the Members, or for Regular Meetings of the Managers, provided that notice of the first Regular Meeting following the determination by the Members of the times and places for Regular Meetings shall be given to absent Members. Notwithstanding this provision, notice shall be given in connection with any Annual Meeting of the Members or any Regular Meeting of the Members or Managers whenever:
 - (a) An Annual Meeting of the Members will be held other than at the principal office of the Company;
 - (b) Contracts or transactions of the Company with interested Persons, Agents or Managers, or amendments to these Articles will be considered at the meeting;
 - (c) The Resignation, withdrawal or expulsion of a Member or Manager will be considered at the meeting.

03 JAN 28 AM 8:17
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
 APPROVED AND FILED



- (d) The continuation of the Company after an Event of Dissolution will be considered at the meeting, or
- (e) Notice is otherwise required by law or these Articles.

9.8 Waiver. Notice shall not be required if a written waiver of notice is executed by the Member or the Manager, as the case may be, before or after the meeting. A waiver of notice need not specify the purposes of the meeting unless such purpose is required to be stated pursuant to these Articles.

9.9 Quorum, Member Meetings. At any meeting of the Members a majority of the Members then in good standing shall constitute a quorum. If the Company consists of two Members, both Members must be present to constitute a quorum. Any meeting may be adjourned to such date or dates not more than thirty (30) days after the first session of the meeting by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

9.10 Manager Meetings. At any meeting of the Managers a quorum shall exist if at least one Manager representing each Member shall be present.

9.11 Vote by Members and Managers.

9.11.1 Members. Each Member shall have one vote equal for each Percentage point interest which the Member has in the Company. For example, if a Member's Percentage in the Company is fifty (50%) percent, it shall be entitled to cast fifty (50) votes. When a quorum is present at any meeting, a majority of the votes properly cast by Members present shall decide any question, unless otherwise provided by Florida Statutes or these Articles. A Member shall not split his vote.


9.11.2 Managers. The Managers appointed by each Member shall collectively possess one vote for each Percentage point interest which the Member has in the Company. For example, if a Member's Percentage in the Company is fifty (50%) percent, its Managers or Manager present at any meeting at which a quorum is present shall be entitled to cast fifty (50) votes. When a quorum is present at any meeting a majority of the votes properly cast by the Managers present shall decide any question. Any two managers appointed by a single Member shall not split their vote.

9.12 Procedures on Deadlock.

9.12.1 Intent of the Parties Regarding Members. It is the intent of the parties that the Members shall decide all Major Decisions by unanimous consent and, except as otherwise provided in these Articles, all other matters by majority vote. Accordingly, if the Company consists of two Members, and neither Member possesses a majority Percentage in the Company, all matters decided by the Members shall require the unanimous agreement of the Members.

9.12.2 Intent of the Parties Regarding Managers. It is the intent of the parties that except as otherwise provided in these Articles, the Managers shall take action by majority vote with respect to all matters delegated to them pursuant to these Articles. Accordingly, if the Company consists of two Members, and neither Member possesses a majority Percentage in the Company, all matters decided by the Managers shall require the unanimous agreement of the Managers appointed by both Members.

03 JAN 28 AM 8:17
 SECRETARY OF STATE
 AND
 FILED



9.12.3 Deadlock Among Managers or Members. The Managers shall attempt in good faith to decide and resolve all matters delegated to them by majority vote or unanimous agreement, as the case may be. Any and all matters which result in a deadlock among the Managers shall be referred to the Members for determination within thirty (30) days of the meeting which produces the deadlock. The Members shall attempt in good faith to decide and resolve all matters before them, including all matters referred to them by majority vote or unanimous agreement, as the case may be. Any deadlock among Members concerning a Major Decision or any matter having a material effect upon the Business, property or assets of the Company shall constitute an Event of Dissolution.

9.13 Consent. Any action required or permitted to be taken at a meeting of the Members or the Managers may be taken without a meeting if all Members or Managers entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of the Members or Managers. Such consents shall be treated for all purposes as a vote at a meeting.

9.14 Proxy. Except as otherwise provided in these Articles, the Members and Managers must vote in person. Voting by proxy shall not be permitted.

10 LIABILITY AND INDEMNIFICATION

10.1 Limitation of Liability. A Member shall not be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Member with respect to Company matters, except for fraud, bad faith, gross negligence, intentional breach of these Articles, or other breach of or failure to perform its duties as a Member of the Company, as set forth in § 608.4362 Florida Statutes.

10.2 Indemnification. The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, except for fraud, bad faith, gross negligence, intentional breach of these Articles, or as otherwise specified in § 608.4363 Florida Statutes.

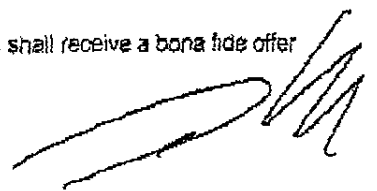
11 SALE OR TRANSFER OF MEMBERSHIP INTERESTS

11.1 No Sale or Transfers. Except as otherwise provided in these Articles, a Member may not sell, transfer or assign, directly or indirectly, all, or any portion of his Membership Interest to any Person other than in accordance with this Article.

11.2 No Mortgage or Encumbrances. No Member may mortgage, pledge, hypothecate or otherwise encumber all, or any portion of his Membership Interest in favor of any Person.

11.3 Effect of Invalid Sale, Transfer, Etc. Any sale, transfer, assignment, mortgage, pledge, hypothecate or encumbrance of any Membership Interest in violation of the prohibitions contained in these Articles shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Interests are attempted to be transferred, sold, assigned, mortgaged, etc., in violation of these Articles shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Interest of the Member.

11.4 Right of First Refusal. If any Member (the "Selling Member") shall receive a bona fide offer

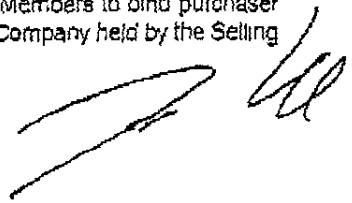


03 JAN 28 AM 8:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

from an unaffiliated third party to purchase all or part of its Membership interest, which such Member in good faith wishes to accept, it shall first give not less than sixty (60) days' prior written notice thereof to the remaining Members of the Company which notice shall describe all the terms and conditions of the offer and identify the proposed purchaser. The notice shall constitute an irrevocable offer to sell all the Selling Member's Membership Interest on the terms set forth in such notice.

- 11.5 PURCHASE PRICE The Members agree that the value of each share at the date of this Agreement is the initial investment made by the parties. The members may at any time reconsider the value of the share owned by and any agreement on a new value shall be endorsed on a Schedule. If the Members do not unanimously agreed on a value within a three-years period, the value of each member shall be determined and agreed on by the personal representative of a Decedent or a Transferor, as the case may be, and the purchaser(s). If they are unable to come to an agreement within 10 days after the obligation to purchase arises, the value of each member share shall be determined by arbitration as follows: the purchaser(s) and the personal representative of the Decedent or the Transferor, as the case may be, shall each name one arbitrator. If the two arbitrators cannot agree on the value of the member's shares, they shall appoint a third arbitrator, under the commercial arbitration rules of the American Arbitration Association, and the decision of a majority the three arbitrators shall be binding on all parties.
- 11.6 Response by Remaining Members Within thirty (30) days after their receipt of such notice, the remaining Members of the Company shall give written notice to the Selling Member as to whether or not they elect to purchase the Selling Member's Membership Interest. The purchase and sale shall occur within thirty (30) days after the Selling Member's receipt of notice from the remaining Members at a closing to be held at the principal office of the Company or at such other place and date as the Selling Member and the remaining Members shall agree. The purchase price shall be paid by the delivery of 12 promissory notes of the purchaser or purchasers, each for on twelve (1/12) of the purchase price. The first note shall be payable 30 days after the closing, and the remaining notes shall be payable successively monthly thereafter. Each note shall bear interest at the rate of New York Prime Rate plus ¼ % per year from the date of the closing and shall provide that the maker shall have the privilege of prepaying all or any part thereof at any time, with interest to date of prepayment, and that a default in the payment of any note shall cause the remaining unpaid notes to immediately become due and payable.
- 11.7 Indebtedness and Non-Cash Consideration Any indebtedness between the Company and the Selling Member shall be satisfied or credited at the closing. In the event that such offer involves the payment of consideration other than cash, the remaining Members shall have the right to substitute for such consideration any amount of cash which, unless otherwise agreed by the parties to the transaction, shall be determined by an appropriate expert retained by the remaining Members and reasonably satisfactory to the Selling Member.
- 11.8 Sale to Third Party In the event that the remaining Members elect not to purchase the Selling Member's Interest, as provided herein, the Selling Member shall be permitted, during the ninety (90) day period following its receipt of notice from the remaining Members, to sell its Membership Interest to the unaffiliated third party, in the manner and at the price set forth in the Selling Member's notice, provided that said purchaser executes and delivers to the Company and each of the Remaining Members, at or prior to the time of such transfer, an agreement to be bound by the terms and provisions of these Articles and any other document deemed necessary or desirable by the remaining Members to bind purchaser hereunder. In the event of such sale, any indebtedness of the Company held by the Selling



03 JAN 28 AM 8:18
SECRETARY OF STATE
TREASURER
AND
FILED

(f) any deadlock among the Members concerning a Major Decision or any matter having a material effect upon the Business, property or assets of the Company; or
(g) the occurrence of any other event which results in the dissolution of the Company under the Act.

- 14.3 Appointment of Liquidating Trustee. If the Company is dissolved, then an accounting of the Company's assets, liabilities and operations through the last day of the month in which the dissolution occurred shall be made, and the affairs of the Company shall be wound up and terminated. A majority of the Members shall appoint one or more Persons to serve as the liquidating trustee of the Company; provided, however, that a Detailing Member shall not participate in the appointment of the liquidating trustee.
- 14.4 Duties of the Liquidating Trustee. The liquidating trustee shall be responsible for winding up and terminating the affairs of the Company and will determine all matters in connection therewith (including, without limitation, the arrangements to be made with creditors, to what extent and under what terms the assets of the Company are to be sold, and the amount or necessity of cash reserves to cover contingent liabilities) as the liquidating trustee deems advisable and proper; provided, however, that all decisions of the liquidating trustee will be made in accordance with the fiduciary duty owed by the liquidating trustee to the Company and to each of the Members.
- 14.5 Distribution of Assets Upon Dissolution. The assets of the Company shall be applied and distributed by the liquidating trustee in the following order:
First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than the Members, in the order provided by applicable law, and the expenses of liquidation;
Second, to the payment and discharge of all of the Company's debts and liabilities to the Members;
Third, to the establishment of such reserves as the liquidating trustee may deem reasonably necessary for any contingent or unforeseen liabilities of the Company, provided that any such reserve shall be paid over by the liquidating trustee to an escrow agent who is not an Affiliate of any Member, with instructions to discharge any of the aforementioned liabilities or obligations and, at the expiration of such reasonable period as the liquidating trustee shall provide, to distribute any balance then remaining in the manner hereinafter provided; and
Fourth, to the Members in accordance with these Articles.
- 14.6 Articles of Dissolution. Upon the distribution of all assets of the Company, the Members shall cause articles of dissolution for the Company to be filed with the Secretary of State of the State of Florida in accordance with §608 Florida Statutes.
- 14.7 Distributions in Kind. In the event of a distribution of assets in kind, the assets shall be deemed to have been sold immediately prior to their distribution for their fair market value; any deemed gain or loss recognized as a result of such deemed sale shall be allocated in accordance with these Articles, and the amount of the distribution will be the fair market value (net of liabilities) of the assets distributed.
- 14.8 Accounting. The liquidating trustee will provide the Members with a proper accounting of the assets, liabilities and operations of the Company through the last day of the month in which the final liquidating distribution occurs.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03 JAN 28 AM 8:18

FILED

14.9 Involuntary Withdrawal In the event of the Involuntary Withdrawal of a Member, the other Members (the "Non-Withdrawing Members") shall have the option (exercisable by giving notice to such Member or to its assignee, trustee in Bankruptcy, receiver or other legal representative (the "Withdrawing Member") within forty-five (45) days after the Company receives notice of the event giving rise to this option) to purchase all (but not less than all) of the Withdrawing Member's interest in the Company at a price which represents the Withdrawing Member's share of the fair market value of the equity of the Company as of the date of the Involuntary Withdrawal. Such price shall be determined as follows.

(a) The Non-Withdrawing Members and the Withdrawing Member shall each designate an individual to ascertain the fair market value of the equity of the Company. If these two individuals agree upon the value of said equity, they shall jointly render a written report of their opinion and their agreed upon value shall govern. If these two individuals cannot agree upon such equity value, they shall each render a separate written report and shall together appoint a third party, which may be an individual or an accounting firm, to ascertain the fair market value of the equity of the Company and to render a written report of his opinion. In the event that the two individuals cannot agree upon such a third party, either the Withdrawing Member or the Non-Withdrawing Members may request the American Arbitration Association to name the third party. If the valuation arrived at by the third party is greater than or equal to the higher of the valuations of the first two individuals, the higher of the valuations of the first two individuals shall govern, and if the valuation arrived at by the third party is less than or equal to the lower of the valuations of the first two individuals, the lower of the valuations of the first two individuals shall govern. If the valuation arrived at by the third party is between the valuations rendered by the first two individuals, the valuation of the third party shall govern. The final valuation shall include an apportionment of such equity value among each of the Company's assets.

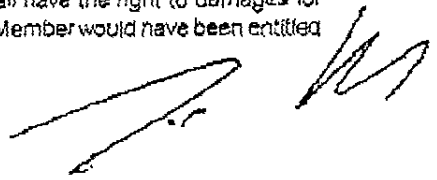
(b) The equity value of the Withdrawing Member's interest in the Company shall be established by such Withdrawing Member's Capital Account after a hypothetical allocation to the Members' Capital Accounts of any unrealized gain or loss inherent in the Company's assets as if each Company asset were sold by the Company for its apportioned fair market value as determined pursuant to these Articles. Any such hypothetical allocation shall be made in accordance with the provisions of these Articles.

(c) The Withdrawing Member and the Non-Withdrawing Members shall each pay all costs of the individual appointed by it hereunder, and they shall share equally the costs of the third individual appointed hereunder, if any. The price for the interest of the Withdrawing Member purchased by the Non-Withdrawing Members shall be payable in cash against a proper written assignment of such interest to the Non-Withdrawing Members within sixty (60) days following the date on which the price of such interest has been finally determined. If, for any reason, the Withdrawing Member cannot or does not pay within a reasonable period its share of the costs referred to in this Section, the Non-Withdrawing Members shall pay the Withdrawing Member's share of said costs and obtain reimbursement therefor by reducing the amount they are to pay for the Withdrawing Member's interest in the Company by the amount of the Withdrawing Member's share of said costs.

14.10 Defaulting Member Any Member (the "Defaulting Member") causing a dissolution pursuant to Sections 14.2(c), (d) or (e) (except if such act does not constitute an Event of Dissolution pursuant to Section 14.2(c)), without the prior written consent of the other Members, shall have breached these Articles and the other Members shall have the right to damages for such breach and any distributions to which the Defaulting Member would have been entitled

APPROVED
AND
FILED

03 JAN 28 AM 8:18



shall be reduced by such damages and paid instead to the other Members. In addition, a Defaulting Member shall be subject to the following provisions:

(a) The Defaulting Member shall have no rights under these Articles to participate in the management of the Company or otherwise participate in the Company's performance.

(b) The Defaulting Member shall be deemed as of the date of the Event of Dissolution ("Default Date") to have offered to the Members not in default (the "Non-Defaulting Members"), or any designee of the Non-Defaulting Members, the Defaulting Member's Membership Interest in the Company for an amount (the "Offer Price") equal to the Defaulting Member's share of the fair market value of the equity of the Company (determined according to the provisions of Section 14.9) as of the Default Date and waived all rights or claims it may have against the Company. The Non-Defaulting Members shall have sixty (60) days to accept, in full and not in part, such offer. Upon notification to the Defaulting Member by the Non-Defaulting Members of their (or their designee's) acceptance of the deemed offer and the tender by the Non-Defaulting Members (or their designee) to the Defaulting Member of immediately available funds equal to the Offer Price, the Defaulting Member shall be deemed to have transferred its Membership Interest in the Company to the Non-Defaulting Members (or their designee) and shall cease to have any rights of a Member under this Agreement, but without prejudice to any right of the Non-Defaulting Members to damages from the Defaulting Member. If, within the aforementioned sixty (60) day period, the Non-Defaulting Members fail to notify the Defaulting Member of the Non-Defaulting Members' desire to exercise their right to purchase the Defaulting Member's Membership Interest in the Company, then the Members shall be deemed to have consented to the dissolution and liquidation of the Company.

15 BANK ACCOUNTS, RECORDS, ACCOUNTING, TAX MATTERS, INSURANCE

15.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

15.2 Books and Records. The Members shall keep, or cause to be kept, complete and accurate books and records of the Company as required under the Act as well as supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

15.3 Annual Accounting Period and Fiscal Year. The annual accounting period of the Company shall be its fiscal year. The Company's fiscal year shall end on December 31st of each year.

15.4 Reports. Within seventy-five (75) days after the end of each fiscal year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the fiscal year then ended a complete accounting of the affairs of the Company for the fiscal year then ended. In addition, within seventy five (75) days after the end of each taxable year of the Company, the Members shall cause to be sent to each Person who was a Member at any time during the fiscal year then ended, that tax information concerning the Company which is necessary for preparing the former Member's income tax returns for that year. At

03 JAN 28 AM 8:18
SECRETARY OF STATE
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

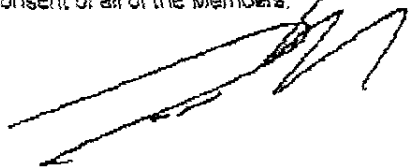
NOT RECORDED
AND
FILED

the request of any Member, and at the Member's expense, the Members shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

- 15.5 Tax Matters Member. The Members shall designate a Member to be the Company's tax matters Member ("Tax Matters Member"). The Tax Matters Member shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Member shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all reasonable third-party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.
- 15.6 Insurance. The Company shall procure and maintain insurances in such forms and amounts deemed appropriate by the Managers.

16 PROVISIONS

- 16.1 Assurances. Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules and regulations relating to the acquisition, operation or holding of the property of the Company.
- 16.2 Notices. All notices, consents, requests, demands, offers, reports and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when received if delivered in person, or when sent by facsimile transmission to the number set forth below or to such changed number as such party may have fixed by notice, and acknowledged by an appropriate facsimile receipt provided that any notice of change of address or facsimile number shall be effective only when received, and a copy of any notice given by facsimile shall also be confirmed by mail to the address as provided above. Should there be additional Members, notices shall be directed to their addresses of record.
- 16.3 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of these Articles and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of these Articles, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders restraining and enjoining any act which would constitute a breach compelling the performance of any obligation which, if not performed, would constitute a breach.
- 16.4 Complete Agreement. These Articles constitute the complete and exclusive statement of the agreement between and among the Members with respect to the subject matter thereof. It supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty. Except as expressly provided otherwise herein, these Articles may not be amended without the written consent of all of the Members.



03 JAN 28 AM 8:18


APPROVED AND FILED

- 16.5 Applicable Law All questions concerning the construction, validity and interpretation of these Articles and the performance of the obligations imposed by these Articles shall be governed by and subject to the law of the State of Florida.
- 16.6 Article and Section Titles The headings herein are inserted as a matter of convenience only and do not define, limit or describe the scope of these Articles or the intent of the provisions hereof.
- 16.7 Binding Provisions These Articles are binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.
- 16.8 Exclusive Jurisdiction and Venue Any suit involving any dispute or matter arising under these Articles may only be brought in a Florida Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.
- 16.9 Terms Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.
- 16.10 Separability of Provisions Each provision of these Articles shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of these Articles which are valid.
- 16.11 Counterparts These Articles may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
- 16.12 No Third Party Beneficiary These Articles are made solely and specifically for the benefit of the Members and their respective successors and assigns and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of these Articles as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned has affixed his hand and seal to this Agreement the day and year first above-written.

In accordance with §608.406(3) Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts herein are true.



EVER TRADING COMPANY,



 MARGARET AYNER



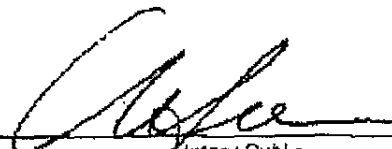
 BY Mario Monteiro Braz



 03 JAN 28 11:18 AM '18
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
 APPROVED AND FILED

STATE OF FLORIDA)
COUNTY OF DADE)

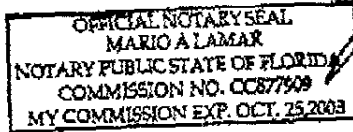
I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on this day by MARLON AVNRI who is personally known to me or who produced as identification

WITNESS my hand and official seal in the County and State aforesaid on this 28 day of January, 2003.



Notary Public

My Commission Expires:



STATE OF FLORIDA)
COUNTY OF DADE)

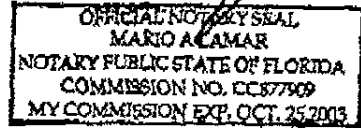
I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on this day by MARIO MONTEIRO BRAZ ON BEHALF OF EVER TRADING COMPANY who is personally known to me or who produced as identification.

WITNESS my hand and official seal in the County and State aforesaid on this 28 day of January, 2003



Notary Public

My Commission Expires:



ACCEPTANCE BY REGISTERED AGENT

I, MARLON AVNRI, being familiar with the obligations of the position, hereby accept the designation of Resident Agent for service of process upon 21 INVESTMENTS, LLC ; within the State of Florida, in accordance with §48.091, Florida Statutes.

DATED this 28 day of January, 2003..

03 JAN 28 AM 8:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
APPROVED
AND
FILED

TOTAL P.21

~~MARLON AVNRI
Registered Agent~~

H 03000035153

APPROVED
AND
FILED
03 JAN 28 AM 8:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H 03000035153