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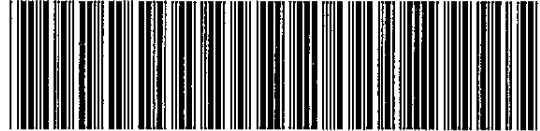
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DIVISION OF CORPORATION

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
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Suncoast Products LLC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☒ L.C. File
- ☐ Fictitious Name File
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- ☐ Fictitious Owner Search
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ARTICLES OF ORGANIZATION
OF
SUN COAST PRODUCTS, LLC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. **Name.** The name of this Limited Liability Company shall be Sun Coast Products, LLC (the "Company"), and it shall be formed as a limited liability company under Chapter 608 of Florida Statutes.
2. **Duration.** The Company shall exist from the date of filing these Articles of Organization with the Florida Secretary of State, and the Company's existence shall be perpetual.
3. **Purpose.** The Company is organized for the purpose of transacting all lawful activities and businesses that may be conducted by a limited liability company under the laws of Florida.
4. **Place of Principal Office.** The mailing address and the street of the Company's principal office is 334 So. Hyde Park Ave. Tampa, Florida 33606.
5. **Registered Agent and Office.** The name of the initial registered agent of the Company is Mark E. Pena. The street address of the initial registered agent of the Company is 334 So. Hyde Park Ave., Tampa, Florida 33606.
6. **Additional Members.** Additional members to the Company may be admitted, but only upon the consent of all of the other members of the company at the time admission is sought.
7. **Management of the Company.** The management of the Company shall be vested in the managers of the Company.
8. **Operating Agreement.** The members shall have the power to adopt, alter, amend, or repeal the Operating Agreement of the Company containing provisions for the regulation and management of the affairs of the Company.

The undersigned executed these Articles of Organization on the 1st day of February, 2003. (In accordance with Section 608.408(3), Florida Statutes, the execution of these Articles constitutes an affirmation under the penalties of perjury that the facts stated herein are true).



Kent Lessman, Authorized Representative

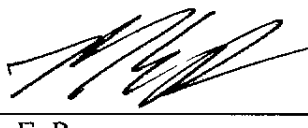
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TALLAHASSEE, FLORIDA

ACCEPTANCE BY REGISTERED AGENT

Having been named Registered Agent and designated to accept service of process for the within- named Company, at the place designated herein, and being familiar with the obligations of that position, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

 2/1/03

Mark E. Pena

date

OPERATING AGREEMENT

OF

SUN COAST PRODUCTS, LLC

A Florida Limited Liability Company

Adopted as of February 1, 2003

THE MEMBERSHIP INTERESTS REFERENCED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN ABSENCE OF SUCH REGISTRATION OR QUALIFICATION WITHOUT AN OPINION OF COUNSEL FROM THE HOLDER THAT SUCH REGISTRATION AND QUALIFICATION ARE NOT REQUIRED, WHICH OPINION OF COUNSEL SHALL BE REASONABLY SATISFACTORY TO THE COMPANY.

CERTAIN RESTRICTIONS ON TRANSFERS OF MEMBERSHIP INTERESTS ARE SET FORTH IN THIS AGREEMENT.

OPERATING AGREEMENT

OF

SUN COAST PRODUCTS, LLC

THIS OPERATING AGREEMENT (the "Agreement") is hereby executed this 6th day of February, 2003, by and between SUN COAST PRODUCTS LLC "the company", and N B BROKERS, Inc. a Florida corporation, "Brokers", together referred to as "members" or "Managers".

ARTICLE I **ORGANIZATION**

1.1 FORMATION. The undersigned Member hereby forms the Company as a limited liability company pursuant to the provisions of Chapter 608, *Florida Statutes* (the "Florida Limited Liability Company Act" or "Act"), and any successor statute, as amended from time to time.

1.2 ARTICLES OF ORGANIZATION. The Members have caused Articles of Organization to be prepared, executed and filed with the Florida Secretary of State for the formation of the Company. Any and all amendments to the Articles required by law to be filed and recorded hereafter for any reason shall be filed by the Company in such office or offices as are required under the laws of the State of Florida or elsewhere. The Company shall do all other acts and things that may now or hereafter be required for the perfection and continuation of the Company as a limited liability company under the laws of the State of Florida or necessary in order to protect the limited liability of the Member under the laws of the State of Florida or elsewhere.

1.3 NAME. The name of the Company shall be Sun Coast Products, LLC. All Company business must be conducted in such name or other names that comply with applicable law as the Member may, in its sole discretion, select from time to time. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name registration as required by law.

1.4 TERM. The term of the Company commenced on the filing of the Articles of Organization with the Florida Secretary of State and shall continue until terminated in accordance with the provisions of this Agreement or by operation of law.

1.5 PRINCIPAL OFFICE. The Principal office of the Company shall be maintained at 334 South Hyde Park Ave., Tampa, Florida 33606, or at such other place which the Members, in their sole discretion, determine.

1.6 REGISTERED AGENT/REGISTERED OFFICE. The name of the registered agent of the Company is Mark E. Pena. The street address of the registered agent of the Company is 334 So. Hyde Park Ave. Tampa, Florida 33606.

1.7 MEMBERS. The name of the initial Member of the Company is N B Brokers, Inc.

ARTICLE II
PURPOSE AND BUSINESS OF THE COMPANY

2.1 PURPOSE. The purpose of the Company is to engage in any or all lawful business for which limited liability companies may be organized under the Act, as such business activities may be determined by the Members from time to time.

2.2 AUTHORITY OF THE COMPANY. This Company shall have the powers and authority to do all things necessary to carry out its business and affairs as authorized by the Act.

ARTICLE III
CONTRIBUTIONS TO CAPITAL
AND CAPITAL ACCOUNTS

3.1 INITIAL CONTRIBUTIONS. Upon the execution of this Agreement, Brokers shall pay \$400.00 to the Company. The Members agree to contribute their time, experience, expertise and business relationships to the company in an effort to initiate and market consumer goods and products.

3.2 ADDITIONAL CAPITAL CONTRIBUTIONS. The Members shall not be required to contribute any additional capital to the Company, and, except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company.

3.3 CAPITAL ACCOUNTS. A capital account shall be maintained by the Company for each Member.

3.4 LOANS.

(a) Loan Terms. The Members may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Managers and the Member agree. Such funds shall represent a debt, payable on demand, unless otherwise specifically provided, from the Company to the Member making the loan.

(b) Repayment of Loans. Distributions of cash to the Member in repayment of loans made by any Member shall be made pursuant to the terms of such loans, but all distributions shall be subject to maintaining the Company in a sound financial condition, including the establishment of reserves reasonably required in the judgement of the Managers for the proper operation of the business of the Company.

ARTICLE IV
PROFIT, LOSS AND DISTRIBUTIONS

4.1 DETERMINATION OF PROFIT OR LOSS. The items of income, gains, expenses, deductions, losses and credits generated by the Company for federal income tax purposes shall be determined in accordance with a generally accepted method of accounting as soon as practicable after the close of the fiscal year of the Company.

4.2 COSTS AND EXPENSES. The Company shall pay all expenses of the Company (which expenses shall be billed directly to the Company) which may include but are not limited to: (i) legal, audit, accounting, and other fees; (ii) expenses and taxes incurred in connection with the issuance, distribution, and transfer of documents evidencing ownership of an interest in the Company or in connection with the business of the Company; (iii) expenses of organizing, revising, amending, converting, modifying, or terminating the Company; (iv) expenses in connection with distributions made by the Company to, and communications and bookkeeping work necessary in maintaining relations with, the Members; and (v) costs of any accounting, statistical, or bookkeeping equipment necessary for the maintenance of the books and records of the Company.

4.3 ALLOCATION. The net profits, net gains, and net losses generated by the Company, for each taxable year of the Company, shall be allocated to each Member according to his percentage of interest held of the company's total interest.

4.4 DISTRIBUTABLE AMOUNTS. Cash flow for each taxable year of the Company shall be distributed to the Member no later than seventy-five (75) days after the end of the taxable year. Notwithstanding the foregoing, no distribution shall be made unless after the distribution the Company retains assets sufficient to pay all its debts as they become due and such distribution, if made would not cause the Company to otherwise become insolvent. (pass through provision). Net profits shall otherwise be disbursed on a monthly basis to each Member, as allowed pursuant to customary business and accounting practices.

4.5 LIQUIDATING DISTRIBUTIONS. In the event of liquidation of the Company, the assets of the Company shall be distributed to the Member or its successor or successors.

ARTICLE V
DURATION, LIQUIDATION AND TERMINATION

5.1 DURATION OF COMPANY. The Company shall continue in existence until the first to occur of (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under the Act.

5.2 LIQUIDATION. In the event of liquidation of the Company.

- (a) The Managers shall wind up the affairs of the Company and shall distribute the money of the Company in the following order of priority.
 - (i) To creditors, including any Member who is a creditor, to the extent permitted by law in satisfaction of the Company's debts and liabilities, other than liabilities for distributions to the Member; then
 - (ii) To the setting up of such reserves as the Managers may reasonably deem necessary or appropriate for any dispute, contingent or unforeseen liabilities or obligations of the Company; and then
 - (iii) The remainder, if any, to the Member.

5.3 ARTICLES OF DISSOLUTION. In the event the Company is dissolved, Articles of Dissolution shall be promptly filed with the Florida Secretary of State.

ARTICLE VI

MANAGEMENT AND INDEMNIFICATION

6.1 MANAGEMENT AND CONTROL. The management and control of the Company shall be vested in the Managers of the Company. There shall initially be two (2) Managers of the Company, and the initial Managers shall be Victor Azer and Kent Lessman. The Managers shall have full and exclusive authority in the management and control of the Company, and shall have all the rights and powers that are otherwise conferred by law or are necessary or advisable for the discharge of their duties and the management of the business and affairs of the Company. Either Manager, acting alone, shall have the authority to sign documents on behalf of and bind the Company.

6.2 ELECTION AND TERM OF OFFICE. The Managers of the Company shall be elected annually by the Members. Each Manager shall hold office until his successor shall have been duly elected and shall have qualified or until his earlier resignation, removal from office or death.

6.3 REMOVAL AND RESIGNATION. Any Manager elected by the Member may be removed by the Member with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of a Manager shall not of itself create contract rights. Any Manager of the Company may resign at any time by giving written notice to any Manager. Any such resignation shall take effect at the time specified therein, or, if the time is not specified therein, upon its acceptance by the Member.

6.4 VACANCIES. A vacancy, however occurring, in the position of Manager may be filled by the Members for the unexpired portion of the term.

6.5 SALARIES. The salaries of the Managers, if any, shall be fixed from time to time by the Members.

6.6 LIABILITIES AND INDEMNIFICATION. No Member or Manager shall be liable, responsible or accountable, in damages or otherwise, to the Company for any act performed by it with respect to Company matters, except for fraud. The Company shall indemnify the Member and Managers to the fullest extent allowed by law for any act performed by the Member or Managers with respect to Company matters, except for fraud. The Company may maintain insurance, at its expense, to protect itself, the Member and the Managers against all fines, liabilities, costs and expenses, including attorney's fees, whether or not the Company would have the legal power to indemnify the Member or Managers directly against such liability.

ARTICLE VII

TRANSFER OF INTEREST AND ADDITIONAL MEMBERS

7.1 TRANSFERS. A) A Member may bequeath any part of his interest to any beneficiary or heir, however said beneficiary shall take subject to the transfer restrictions stated herein. Any Member may transfer all, or any portion of, his Membership Interest or its Membership Rights to one or more transferees, subject to the restrictions and rights of first refusal stated herein. For purposes of this Section 7.1, the term "transfer" shall mean to voluntarily sell, hypothecate, pledge, assign, or otherwise transfer.

B) Any Member may Will or bequeath all, or any portion of, its Membership Interest or its Membership Rights to one or more successors, however, if a Member proposes to otherwise transfer (Proposed Transferor) any of its MI, and if the proposed transfer is a purchase and sale, said sale must be for fair market value. All of the remaining non-transferring Members shall be entitled to first take or purchase on a pro rata basis, the Membership Interests which are being proposed to be transferred, upon the identical terms of the proposed transfer (sale). Accordingly, No transfer of any MI shall be valid and enforceable, or recognized by the Company, unless said proposed transfer is delivered in writing to a Manager, who is not the proposed transferor, (Notice of Proposed Transfer), who shall immediately notify the remaining Members of the Notice of Proposed Transfer. All Member(s) interested in exercising this first refusal option, shall first all agree to the pro rata payment method in unison, and so directly notify, in writing, the proposed transferor of their decision to purchase or otherwise take the proposed MI. Said Members shall also inform the transferor, in writing, of the specific

method and manner in which they will satisfy the proposed consideration. Said Notice of First Option shall be completed and forwarded by regular U.S. Mail to the proposed transferor within (25) twenty-five days of the G M's receipt of the Notice of Proposed Transfer. Any and all Member(s) exercising this First Refusal Option, must remit 100% of the proposed consideration to the proposed transferor, within (10) ten calendar of the issuance of the Notice of First Option.

7.2 RIGHTS OF ASIGNEE. In the event of any transfer of all or any part of the Member's Membership Interest to a successor, the successor shall thereupon become a Member and the Company shall continue in existence.

7.3 ADDITIONAL MEMBERS. The Managers may, upon the consent of the Members, admit additional Members, providing that the proposed new member(s) contribute either substantial capital resources or beneficial strategic relationships to the company.

ARTICLE VIII **BOOKS, RECORDS, ACCOUNTING AND TAXATION**

8.1 BOOKS AND RECORDS. Unless the Managers determine otherwise, the books and records of the Company shall be maintained in accordance with generally accepted accounting principals, consistently applied. These and all other records of the Company required to be kept pursuant to Section 608.41001, *Florida Statutes*, shall be kept at the registered office of the Company.

8.2 CUSTODY OF FUNDS.

- A. The Managers shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in the immediate possession or control of the Managers. The funds of the Company shall not be commingled with the funds of any other Person and the Managers shall not employ, or permit any other Person to employ, such funds in any manner except for the benefit of the Company.
- B. All funds of the Company not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Managers shall determine, and withdrawals shall be made only in the regular course of Company business.

8.3 ACCOUNTANTS. The accountants for the Company shall be such certified public accountants as shall be selected by the Managers. The accountants shall certify, in accordance with generally accepted accounting principals, the financial statements of the Company.

8.4 FISCAL YEAR. The fiscal year of the Company shall be the calendar year.

8.5 ANNUAL REPORT. The Company shall file an annual report with the Florida Secretary of State each year in the form provided by the Secretary of State.

8.6 INCOME TAX REPORTING. The Member is aware of the income tax consequences of the allocations made by Section 4.3 hereof and hereby agrees to be bound by the provisions of Section 4.3 hereof reporting the Member's share of Company income and loss for federal and state tax purposes.

8.7 DISREGARDED AS AN ENTITY. Notwithstanding anything contained herein to the contrary, pursuant to Regulation 301.7701-3(b) under the Code, the Company shall be disregarded as an entity separate from the Member for federal and state income tax purposes unless and until the Member causes the Company to file an election pursuant to Regulation 301.7701-3(c) under the Code.

ARTICLE IX **DEFINITIONS**

9.1 "ACT" means the Florida Limited Liability Company Act, as amended from time to time.

9.2 "AGREEMENT" means this Operating Agreement, as amended, modified or supplemented from time to time.

9.3 "CODE" means the Internal Revenue Code of 1986, as amended, or any corresponding provisions of any succeeding law.

9.4 "COMPANY" means this limited liability company organized in accordance with this Agreement.

9.5 "MEMBER" means the Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

9.6 "MEMBERSHIP INTEREST" means a Member's share of the profits and losses of, and the right to receive distributions from, the Company.

9.7 "MEMBERSHIP RIGHTS" means all of the rights of a Member in the Company, including a Member's:

- a. Membership interest
- b. right to inspect the Company's books and records
- c. right to participate in the management of the Company and vote on matters coming before the Company
- d. the right to act as an agent of the Company

9.8 "PERSON" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

9.9 "HIS" Shall not be construed to denote any gender preference or specification, but shall be taken to mean gender neutrality, Members and Managers may be of either gender, and business associations and entities shall be referred to as his instead if "its" for convenience purposes only.

ARTICLE X **AMENDMENT**

This Operating Agreement may not be altered or modified except by the written consent of a majority interest of the total interest of the Members.

ARTICLE XI **GENERAL PROVISIONS**

11.1 CAPTIONS. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof.

11.2 VARIATIONS OF PRONOUNS. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person may in the contest require.

11.3 CONSTRUCTION. This Agreement shall be interpreted in accordance with the law of the State of Florida.

11.4 SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

11.5 ATTORNEY'S FEES. Should any legal dispute arise pursuant to any term, right or obligation under this agreement, the prevailing party to any legal action commenced thereunder, shall be entitled to reimbursement of his reasonable attorney's fees and costs incurred in litigating any matter under this agreement.

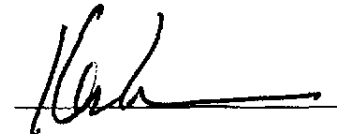
IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first set forth hereinabove.

SUN COAST PRODUCTS, LLC

A handwritten signature in black ink, appearing to be 'K. H.', written over a horizontal line.

for Company

N B BROKERS, INC.

A handwritten signature in black ink, appearing to be 'K. H.', written over a horizontal line.

as Member and Manager
by its Director