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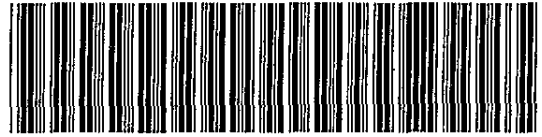
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TALLAHASSEE, FLORIDA

J. BRYAN JUL 24 2003

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Winter Park, Florida 32792*

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July 17, 2003

Registration Section
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

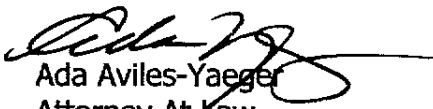
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

To Whom It May Concern:

Enclosed please find an amendment to the articles of organization for Aurora Network Communications, Ltd. Co. and a check for \$25.00. Please incorporate this amendment to the Limited Liability Company already set up.

If you have any questions, please call me.

Respectfully,


Ada Aviles-Yaeger
Attorney At Law

Encl.

Pc: Client file

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
AURORA NETWORK COMMUNICATIONS, LTD. CO**

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CLERK OF CIRCUIT COURT
TALLAHASSEE, FLORIDA

Pursuant to the Florida Limited Liability Company Act the undersigned, acting as organizer of a limited liability company, hereby adopts the following Amended and Restated Articles of Organization for such Company:

FIRST: The date of filing the articles of organization was June 5, 2003.

SECOND: The following amendments to the articles of organization were adopted by the limited liability company.

**ARTICLE I
OFFICE AND MAILING ADDRESS**

The principal office of Aurora Network Communications, Ltd. Co. (hereinafter referred to as "Company") in the State of Florida will be located at 3759 Rambling Rose Court, Orlando, Florida 32808. The mailing address is 3759 Rambling Rose Court, Orlando, Florida 32808. The Company may have other offices within the state of Florida, as the Members may designate or as the business of the Company may require. The registered office of the Company required by the Florida Limited Liability Act to be maintained in the state of Florida may be, but need not be, identical with the principal office, and may be changed from time to time by the Member.

**ARTICLE II
PURPOSE**

The Company shall be formed for any lawful purposes and shall have unlimited power to engage in and do any lawful act concerning computerized services which include but not limited to high speed internet access, E-mail, Hosting Web Pages, Game days, Word Processing, Excel, Powerpoint, DVD Playback and Computer Training Seminars. In connection with the above mentioned purposes, the Company shall have the power to invest its funds in real property and securities, to acquire, own, and dispose of real property, and do all other acts incident and necessary to the accomplishment of the foregoing purposes, to the extent permitted under the Florida Limited Liability Company.

W&B

F.H.E

**ARTICLE III
DURATION OF THE COMPANY**

The Company will commence on June 4, 2003 and will continue for a perpetual term unless terminated by the Members.

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TALLAHASSEE, FLORIDA

**ARTICLE IV
CAPITAL CONTRIBUTIONS
UNITS OF EQUITY OWNERSHIP**

The undersigned owners (hereinafter individually referred to as "Member" or collectively "Members") agree to share in all post formation capital contributions, profits, and surplus of the Company according to the percentage of their ownership. Each member owns an undivided interest in the business and company as follows:

I. Capital Contribution.

Initial Contribution. Fredy H. Espinosa shall make a Capital Contribution of twenty thousand U.S. dollars (\$20,000.00). If no time for contribution is specified, the Capital Contribution shall be made upon the filing of the Amended Articles with the Secretary of State. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in the Management and Company Operating Agreement.

Additional Contributions. In addition to the Initial Contribution and Commitments, the Managing Members may determine from time to time that additional contributions are needed to enable the Company to conduct its business. Upon making such a determination, the Managing Members shall give notice to all Members in writing at least ten (10) business days prior to the date on which the contribution is due. Such Notice shall set forth the amount of additional contribution needed, the purpose for which the contribution is needed and the date of which the Members should contribute.

Maintenance of Capital Accounts. The Company shall establish and maintain Capital Account records for each Member and Assignee.

Allocations of Net Profits and Net Losses from Operations. Except as may be required by Sec. 704 of the Code, net profits, net losses, and other items of gain, loss, deduction and credit shall be apportioned among the Members in proportion of their Sharing Ratios.

M/S B
F.H.E

II. Units of Equity Ownership.

Fredy H. Espinosa	90%
William S. Burnley IV	10%

A. First Lien. The Company shall have first lien upon the units of any Member for any debt or liability owing by such Member to the Company.

B. Restrictions on Disposition of Units. No Member of this Company shall sell, transfer, convey, pledge, distribute, or encumber any unit or units in the Company without first giving notice in writing to the Company of such intended disposition and without first securing the written approval of Members as provided for in the Management and Operating Agreement. Except, that all members shall have the right to dispose and bequeath their unit or units only as stated in their individual Will. In the event there is no Will, then to those heirs as stated in Florida Rules of Intestacy. However, nothing contained herein shall prevent distribution by operation of law of such unit or units, provided that in such case a transferee shall be bound by the provisions contained in this Section the same as an original Member.

C. Transfer of Units of Indebted Member. If a Member shall be indebted to the Company, the Company may refuse to consent to a transfer of his units until such indebtedness is paid, provided a copy of this Section or the substance thereof is written or printed upon the Certificates representing such units.

**ARTICLE V
REGISTERED AGENT AND OFFICE**

The address of the initial Registered Office of the Company, and the name of the initial Registered Agent is 3759 Rambling Rose Court, Orlando, FL 32808; Claudia M. Espinosa.

**ARTICLE VI
DIVISION OF PROFITS AND LOSSES
AND PARTICIPATION IN DISTRIBUTIONS**

The Members will own an interest in the Company as set forth in **Article IV**, entitled "Capital Contributions."

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OFFICE OF CORPORATIONS
TALLAHASSEE, FLORIDA

W.S.B.
F.H.E.

**ARTICLE VII
MANAGEMENT**

Managing Members. The Company is to be managed by Fredy H. Espinosa and William S. Burnley IV as member-managers ("Manager") from the effective date of this Agreement.

**ARTICLE VIII
BANKING**

All funds of the Company will be deposited in its name in the checking account or accounts as shall be designated by the Manager. All withdrawals are to be made on checks which must be signed by the Manager or designated authorized signatories on the Company's bank account.

**ARTICLE IX
DISSOCIATION OF A MEMBER**

1. Dissociation. A person shall cease to be a Member upon the happening of any of the following events:

- 1.1 the retirement of a Member;
- 1.2 the Withdrawal of a Member;
- 1.3 the Member's ceasing to be eligible to be a Member of the Company;
- 1.4 the Member's becoming a Bankrupt Member
- 1.5 upon voting by a Majority of Member's and combined interest of ownership.

2. Purchase of Dissociated Membership Interest. Upon the dissociation of a Member, the Disassociated Member's Membership Interest shall be purchased by the Company for a purchase price equal to the aggregate fair market value of the Member's interest according to the provisions of Article IV, section II. The purchase price of such interest shall be paid by the Company to the Member in cash within 60 days of determination of the aggregate fair market value or, at the company's option, said debt may be evidenced by a promissory note bearing interest at the Prime Rate, which shall be due and payable upon the earlier of (i) expiration of five years or (ii) the sale or other disposition of all of the Property.

**ARTICLE X
DISSOLUTION AND WINDING UP**

A. Dissolution. The Company shall be dissolved and its affairs wound up, upon the unanimous written consent of all the Members.

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2003 JUL 21 AM 10:36
ALLAN S. BURNLEY, INCORPORATIONS
TALLAHASSEE, FLORIDA

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B. Effects of Assets on Dissolution. Upon dissolution, the Company shall cease but the Company is not terminated, instead it continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State. The assets of the Company will be distributed in the following order:

1. To pay or provide for the payment of all Company liabilities to creditors other than the Member, and liquidating expenses and obligations;
2. To pay debts owing to Member other than for capital and profits;
3. To pay debts owing to Member in respect to capital; and
4. To pay debts owing to Member in respect to profits.

C. Winding Up and Certificate of Dissolution. The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provisions therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the members. Upon completion of winding up the Company, a certificate of dissolution shall be delivered to the Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XI AMENDMENT OF ARTICLES OF ORGANIZATION

The Company reserves the right to amend, alter, change, or repeal any provisions contained in these Articles of Organization in the manner now or hereafter prescribed by statute and all rights conferred upon Members herein are granted subject to this reservation.

In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

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W.S. [Signature]
E.H.G.

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

IN WITNESS WHEREOF, the parties have set their hands and seal this 18 day of July 2003.

Signed, Sealed and Delivered in the presence of each other.

E 215-248-70-288-0
Florida DL Number

Fredy H. Espinosa
Fredy H. Espinosa, Ltd. as Member

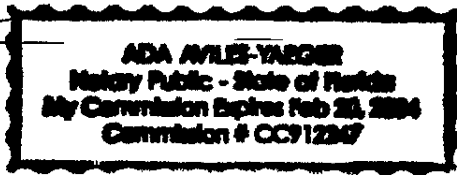
B 654-937-83-374-0
Florida DL Number

William S. Burnley IV
William S. Burnley IV, as Member

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JAMES H. CORPORATION
TALLAHASSEE, FLORIDA

The foregoing instrument was acknowledged before me this 18 day of July 2003

Ada Aviles-Yaeger
Notary Name and Seal



Prepared by:
Ada Aviles-Yaeger
Attorney At Law
FL Bar No. 0602061
639 Carnation Drive
Winter Park, FL 32792
(407) 677-6900
(407) 679-0348 fax

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