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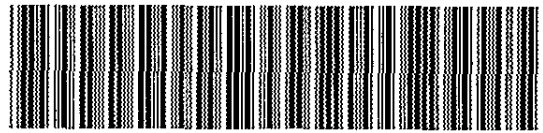
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October 22, 2003

VIA FEDERAL EXPRESS

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

**RE: Articles of Organization of:
WorldQuest Resort Partners, L.L.C., a Florida limited liability company
Our File No. 2327-03-2-01**

Dear Sir or Madam:

You will find enclosed the original Articles of Organization of WorldQuest Resort Partners, L.L.C., together with our firm's check in the amount of \$155.00, which represents the following:

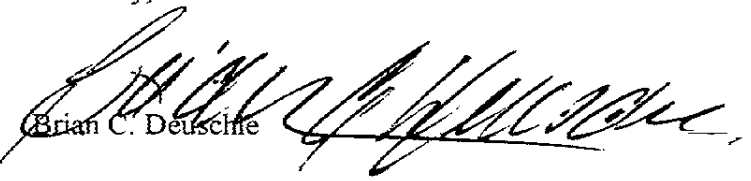
1.	Filing fee	\$100.00
2.	Registered agent	\$ 25.00
3.	Certified copy	<u>\$ 30.00</u>

Total	\$155.00
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Please process the filing of the Articles of Organization and send us a certified copy of the same.

If there are any questions or problems regarding this matter, please do not hesitate to contact my office.

Sincerely,


(Brian C. Deuschle)

BCD/kc
Enclosure(s)

cc: Tom W. Bennett

**ARTICLES OF ORGANIZATION OF
WORLDQUEST RESORT PARTNERS, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY**

THESE ARTICLES OF ORGANIZATION ("Articles") are entered into as of the 22nd day of OCTOBER, 2003, by TOM W. BENNETT of 7307 Somerset Shores, Orlando, Florida 32819.

PREAMBLE

Tom W. Bennett is desirous of organizing and operating a limited liability company under the laws of the State of Florida in accordance with the terms and such other conditions set forth in these Articles.

NOW THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

ARTICLE 1

DEFINED TERMS

The following capitalized terms shall have the meaning specified in this Article 1. Other terms are defined in the text of these Articles and, throughout these Articles, those terms shall have the meanings respectively ascribed to them.

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

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

- (i) the deficit shall be decreased by the amounts which the Member is obligated to restore pursuant to the provisions hereof or is deemed obligated to restore pursuant to I.R.S. Regulation Section 1.704-1(b)(2)(ii)(c); and
- (ii) the deficit shall be increased by the items described in I.R.S. Regulation Sections 1.704-1(b)(2)(ii)-(d)(4), (5) and (6).

"Adjusted Capital Balance" means, as of any day, a Member's total Capital Contributions less all amounts actually distributed to the Member pursuant to the provisions hereof. If any interest in the Company is transferred by a Member in accordance with the terms of these Articles, the transferee

shall succeed to the Adjusted Capital Balance of the transferor to the extent the Adjusted Capital Balance relates to the interest transferred.

"Affiliate" means, with respect to any Member, any Person: (i) which owns more than five percent (5%) of the voting interests in the Member; or (ii) in which the Member owns more than five percent (5%) of the voting interests; or (iii) in which more than five percent (5%) of the voting interests are owned by a Person who has a relationship with the Member described in clause (i) or (ii) above or who otherwise controls, is controlled by, or under common control with, another person.

"Articles" means these Articles, as and if amended from time to time.

"Business" means with respect to each Member all of the business services and activities conducted by the Member in the State of Florida during the year prior to the date of these Articles, and all customers, customer lists, systems, know-how, opportunities and good-will associated with such business services and activities.

"Capital Account" means the account to be established and maintained by the Company for each Member in accordance with Article 5 of these Articles.

"Capital Contributions" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under I.R.S. Regulation Section 1.704-1(b)(2) (iv)(d) to the Company by a Member, net of liabilities assumed or to which the assets are subject. The Capital Contribution of a Member may be in cash, property, or a promissory note or other obligation to contribute cash or property.

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

"Company" means the limited liability company formed in accordance with these Articles.

"Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition of bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- (iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, dissolution, or similar relief under any statute, law, or regulation;

- (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for all or any substantial part of the Member's properties;
- (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (a) through (e);
- (vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;
- (viii) the Member's death, incapacity, or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property; or
- (ix) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

"I.R.S. Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Managers" means the individuals appointed by the Members pursuant to Section 9.5 of these Articles.

"Member" means each Person signing these Articles and any Person who subsequently is admitted as a member of the Company.

"Membership Certificates" means the certificates issued to the Members pursuant to Section 4.1 of these Articles.

"Membership Interest" means all of the rights and interests of a Member in the Company, including, in the case of each Member:

- (i) the Member's share of the Profits and Losses of the Company;

- (ii) the Member's right to receive distributions from the Company;
- (iii) the Member's right to inspect the Company's books and records;
- (iv) the Member's right to participate in the management of and vote on matters coming before the Company; (v) the Member's Membership Certificate; and
- (v) unless these Articles provide to the contrary, right to act as an agent of the Company.

"Minimum Gain" has the meaning set forth in I.R.S. Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Member in a manner consistent with the I.R.S. Regulations under Code Section 704(b).

"Negative Capital Account" means a Capital Account with a balance of less than zero.

"Net Profit" means Profit after payment of or reservation for applicable taxes.

"Percentage" means, as to a Member, the percentage equity interest in the Company as set forth on **Exhibit "B"**, as amended from time to time.

"Permitted Transferee" means **Tom W. Bennett** or any of his assigns.

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

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

- (i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a) shall be included in computing taxable income or loss; and
- (ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and
- (iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to I.R.S. Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or

Loss, shall be subtracted from taxable income or loss; and

- (iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and
- (v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and
- (vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

“Voluntary Withdrawal” means a Member’s disassociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

ARTICLE 2

ORGANIZATION, PURPOSE, TERM, ETC.

2.1 Organization. The parties hereby organize a limited liability company pursuant to the Act 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.

2.2 Name of the Company. The name of the Company shall be **WORLDQUEST RESORT PARTNERS, L.L.C.** 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.

2.3 Purpose. The Company is formed for the purpose of carrying on any lawful business purpose or activity within or without the State of Florida.

2.4 Powers. The Company shall possess and shall be deemed to possess all powers conferred upon limited liability companies generally pursuant to the Act. The Company shall have and shall exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is organized, and which are authorized under the Act.

2.5 Term. 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 Article 15 of these Articles.

2.6 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 **BRIAN C. DEUSCHLE, ESQUIRE**, 800 SE 3rd Avenue, Suite 400, Fort Lauderdale, Florida 33316.

2.7 Street Address of the Principal Office of the Company. The street address of the principal office of the Company is 7307 Somerset Shores, Orlando, Florida 32819.

2.8 Mailing Address of the Company. The mailing address of the Company is 7307 Somerset Shores, Orlando, Florida 32819.

2.9 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.

ARTICLE 3

MEMBERSHIP

3.1 Members. The name, present mailing address and taxpayer identification number of each Member is set forth on **Exhibit "A"**. The Percentage of each Member is set forth on **Exhibit "B"**.

3.2 Withdrawal. No Member shall have the right or power to withdraw or resign from the Company as a Member during the first two (2) years following the date of these Articles. A Member may thereafter resign or withdraw from the Company upon six (6) months' prior written notice to the remaining Members provided that no Member may tender his withdrawal or resignation if such withdrawal or resignation shall cause an Event of Dissolution under Section 15.2 of these Articles.

3.3 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. The number of Members shall not exceed four (4).

3.4 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.

ARTICLE 4

MEMBERSHIP CERTIFICATES

4.1 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.

4.2 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.

ARTICLE 5

CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

5.1 Initial Capital Contributions. Upon the execution of these Articles, the Members shall contribute to the Company as their initial Capital Contributions (a) the Business, and (b) the cash, property and/or promissory notes specifically set forth on **Exhibit "A"**.

5.2 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.

5.3 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.

5.4 No Return of Capital Contributions. No Member shall have the right to demand or receive the return of any Capital Contributions to the Company.

5.5 Capital Accounts. The Company shall establish a Capital Account for each Member.

5.5.1 Subject to Section 5.5.2, such Capital Account shall be maintained for each Member and shall be increased by (a) the amount of the Member's Capital Contributions to the Company, and (b) the Member's allocable share of Net Profits determined in accordance with Article 8 hereof, and shall be decreased by (x) the Member's allocable share of Net Losses determined in accordance

with Article 8 hereof, and (y) the amount of any distributions to the Member pursuant to Article 8 hereof. 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.

5.5.2 This Section 5.5 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 5.5. and such I.R.S. Regulations, the I.R.S. Regulations shall control.

5.5.3 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.

5.5.4 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.

5.6 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.

ARTICLE 6

TRANSFER, CONSENTS AND ASSUMPTION

6.1 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 Section 5.1 of these Articles.

6.2 Consents and Approvals. Notwithstanding anything herein to the contrary, if the assignment or transfer of the Business and property pursuant to Section 5.1 of 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 Section 6.1 of these Articles until such consent, approval or other action shall have been duly obtained or taken.

6.3 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.

6.4 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 and arising or accruing prior to the date of contribution.

ARTICLE 7

LOANS AND ADVANCES

7.1 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 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 in Section 7.2 or 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 **CHASE MANHATTAN 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.

7.2 Repayment of Loans and Advances. All loans and advances specified in this Article 7, 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.

ARTICLE 8

PROFITS, LOSSES, AND DISTRIBUTIONS

8.1 Interim Distributions of Net Profit. The Company shall distribute fifty percent (50%) of its Net Profit to the Members on a monthly 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.

8.2 Annual Allocation of Profit or Loss. After giving effect to the special allocations set forth in Section 8.3, 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 general 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.

8.3 Regulatory Allocations.

8.3.1 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 (1) an allocation of Loss or deduction (or item thereof) or (2) 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 8.3.1 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).

8.3.2 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 IV, shall be specially allocated items of gross income and gain for such taxable year (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 8.3.2 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 8.3.2 shall constitute a "minimum gain chargeback" under I.R.S. Regulation Section 1.704-2(f).

8.3.3 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.

8.4 Distribution Upon Dissolution.

8.4.1 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 pursuant to Section 8.2, if any, and distributions, if any, of cash or property pursuant to Section 8.1.

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

8.5 General Provisions.

8.5.1 Timing of Distributions. Except as otherwise provided in these Articles and subject to Section 608.426 of the Act, the timing and amount of all distributions shall be determined by the Members. The distribution of Net Profits pursuant to Section 8.1 shall be made at times as Members shall deter, but not less than monthly, subject to the last sentence of Section 8.1.

8.5.1 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 interim distributions in the following fiscal year until such time as the amount of such over-distribution has been repaid in full.

8.5.3 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 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 as provided in Section 8.2 and shall be properly credited or charged to the Capital Accounts of the Members prior to the distribution of the assets

in dissolution pursuant to Section 8.3.

- 8.5.4 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.
- 8.5.5 Amendments. The Members are hereby authorized, upon the advice of the Company's tax counsel, to amend this Article 8 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.

ARTICLE 9

MANAGEMENT: RIGHTS, POWERS AND DUTIES

9.1 Board of Managers.

- 9.1.1 Appointment. Except as specifically reserved to the Members pursuant to Article 9.4 of these Articles, 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: **TOM W. BENNETT.**
- 9.1.2 Compensation and Expenses. Managers shall not be entitled to receive compensation from the Company.
- 9.1.3 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.

9.1.4 Suspension or Removal. The appointment of a Manager shall be revocable upon thirty (30) days' written notice by the affirmative vote of the Members for cause or by the Member who appointed such Manager.

9.1.5 Resignation. A Manager may resign by delivering written notice of such resignation effective upon receipt, unless some other time is specified. Acceptance thereof shall not be necessary to make the resignation effective unless it so states.

9.2 Director of Operations and Chief Financial Officer. The Company shall have a Director of Operations and a Chief Financial Officer.

9.2.1 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 general 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. The individual whose name appears on **Exhibit "C"** 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.

9.2.2 Chief Financial Officer. The Members shall annually appoint a Chief Financial Officer for the Company who shall have general 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 **Exhibit "C"** 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.

9.3 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 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 generally;
- (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.

9.4 Employees. The Managers may employ and/or retain such employees of the Company as the Managers shall determine from time to time.

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

ARTICLE 10

MEETINGS

10.1 Meetings of Members.

10.1.1 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.

10.1.2 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.

10.1.3 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.

10.2 Meetings of Managers.

10.2.1 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 Operators and Chief Financial Officer shall attend such meetings whenever possible.

10.2.2 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 Members shall be called by notice upon the written demand of any Manager.

10.2.3 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.

10.3 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;
- (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.

10.4 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.

10.5 Quorum.

10.5.1 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.

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

10.6 Vote by Members and Managers.

10.6.1 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 the Act or Section 9.4 of these Articles. A Member shall not split his vote.

10.6.2 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.

10.7 Procedures on Deadlock.

10.7.1 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 Section 10.8 of 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.

10.7.2 Intent of the Parties Regarding Managers. It is the intent of the parties that except as otherwise provided in Section 10.8 of 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.

10.7.3 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 under this Section 10.7.3., 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 for purposes of Section 15.2 of these Articles.

10.8 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.

10.9 Proxy. Except as otherwise provided in Section 10.8 of these Articles, the Members and Managers must vote in person. Voting by proxy shall not be permitted.

ARTICLE 11

LIABILITY AND INDEMNIFICATION

11.1 Liability and Indemnification.

11.1.1 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 Section 608.4362 of the Act.

11.1.2 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 Section 608.4363 of the Act.

ARTICLE 12

SALE OR TRANSFER OF MEMBERSHIP INTERESTS

12.1 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 a Permitted Transferee. In addition, a Member may not sell, transfer or assign, directly or indirectly, its respective shares in the Company to any Person other than a Permitted Transferee unless unanimous consent by all the Members is first had and obtained.

12.2 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.

12.3 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 Sections 12.1 and 12.2 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 Sections 12.1 and 12.2 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.

12.4 Right of First Refusal.

12.4.1 Receipt of Bona Fide Offer. When there are more than two Members in the Company, if any Member (the "Selling Member") shall receive a bona fide offer from an unaffiliated third party to purchase all (but not less than all) of its Membership Interest, which such Member in good faith wishes to accept, it shall first give not less than ninety (90) 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.

12.4.2 Response by Remaining Members. Within forty-five (45) 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. Such purchase shall be made upon the terms and conditions described in the notice by the Selling Member. The purchase and sale shall occur within sixty (60) 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.

12.4.3 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.

12.4.4 Sale to Third Party. In the event that the remaining Members elect not to purchase the Selling Member's Interest, as provided herein, and provided that

the Company has more than two Members, 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 Member shall be assumed by the purchaser upon the closing of such sale and any indebtedness of the Selling Member held by the Company shall be satisfied by the Selling Member upon the closing of any such sale hereunder. In the event that the Selling Member's Interest is not sold within such ninety (90) day period, the sale of such Membership Interest shall once more become subject to all the provisions of this Article 12.

- 12.4.5 Restrictions. Notwithstanding anything contained in these Articles to the contrary, no Member shall be entitled to offer its Membership Interest hereunder more than once in any twelve (12) month period.

ARTICLE 13

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ARTICLE 14

CONFIDENTIALITY

14.1 Maintenance of Confidentiality. Each Member agrees that during the existence of the Company and, for the non-compete period set forth in Section 13.1 herein, it shall, except as may be otherwise required by applicable law or the Business of the Company, keep confidential all material information relating to the Company, its assets and Business which are not generally known to the public.

ARTICLE 15

DISSOLUTION AND TERMINATION

15.1 No Right to Dissolve Company. No Member shall have the right to terminate this Agreement or dissolve the Company by such Member's expressed will or by withdrawal without the prior written consent of the other Members, which consent the other Members may grant or withhold in their sole discretion.

15.2 Events of Dissolution. The Company will be dissolved upon the first to occur of any of the following (such events collectively called "Events of Dissolution"):

- (a) the unanimous agreement of the Members to dissolve the Company;
- (b) the Involuntary Withdrawal of a Member;
- (c) the merger of a Member into or amalgamation or reorganization of a Member with any third party (other than an Affiliate of such Member so long as any such merger, amalgamation or reorganization with an Affiliate shall not result in any material adverse tax consequences to the other Members);
- (d) the withdrawal of a Member without the prior written consent of the other Members;
- (e) the occurrence of a material breach of these Articles by a Member, including the failure to pay a Capital Contribution when due in accordance with Article 4, and such Member fails to remedy such breach within fifteen (15) days after written receipt of notice from the other Members of such breach;
- (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.

15.3 Appointment of Liquidation 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 Defaulting Member shall not participate in the appointment of the liquidating trustee.

15.4 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.

15.5 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 Section 8.3 of these Articles.

15.6 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 Sections 608.445 and 608.446 of the Act.

15.7 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 Article 5 hereof, and the amount of the distribution will be the fair market value (net of liabilities) of the assets distributed.

15.8 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.

15.9 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 clause (a) of this Section 15.9. Any such hypothetical allocation shall be made in accordance with the provisions of Article 7.
- (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 15.9(c), 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.

15.10 Defaulting Member. Any Member (the "Defaulting Member") causing a dissolution pursuant to Sections 15.2(c), (d) or (e) (except if such act does not constitute an Event of Dissolution pursuant to Section 15.2(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 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 (i) 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 15.9) as of the Default Date and (ii) 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.

ARTICLE 16

BANK ACCOUNTS, RECORDS, ACCOUNTING, TAX MATTERS, INSURANCE

16.1 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.

16.2 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.

16.3 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.

16.4 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 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.

16.5 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. **TOM W. BENNETT** shall serve as the Company's Tax Matters Member until the First Annual Meeting.

16.6 Insurance. The Company shall procure and maintain insurances in such forms and amounts deemed appropriate by the Mangers.

ARTICLE 17

GENERAL PROVISIONS

17.1 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.

17.2 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 (a) when received if delivered in person, or (b) 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:

TOM W. BENNETT
7307 Somerset Shores
Orlando, FL 32819

407-354-0180 (facsimile)

provided that (x) any notice of change of address or facsimile number shall be effective only when received, and (y) 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.

17.3 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 (a) restraining and enjoining any act which would constitute a breach or (b) compelling the performance of any obligation which, if not performed, would constitute a breach.

17.4 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.

17.5 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.

17.6 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.

17.7 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.

17.8 Exclusive Jurisdiction and Venue. Any suit involving any dispute or matter arising under these Articles may only be brought in a United States District Court located in the State of Florida or any Florida State 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.

17.9 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.

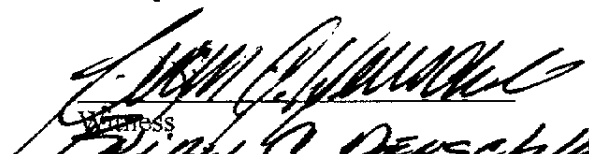
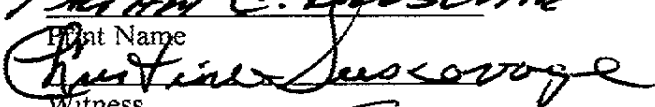
17.10 Separability of Provisions. Each provision of these Articles shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of these Articles which are valid.

17.11 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.

17.12 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.

Signed, sealed and delivered
in the presence of:


Witness
Print Name

Witness
Print Name
CHRISTINE SUSCAGAVE


TOM W. BENNETT

STATE OF FLORIDA)
)SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State to take acknowledgements, personally appeared TOM W. BENNETT, who is personally known to me

or who produced a N/A as identification and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of October, 2003.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

Print Name

Commission Number

My Commission Expires



ACCEPTANCE BY REGISTERED AGENT

I, BRIAN C. DEUSCHLE, ESQUIRE, hereby accept the designation of Resident Agent for service of process upon WORLDQUEST RESORT PARTNERS, L.L.C., a Florida limited liability company within the State of Florida, in accordance with Section 48.091, Florida Statutes.

DATED this 22nd day of OCTOBER, 2003.

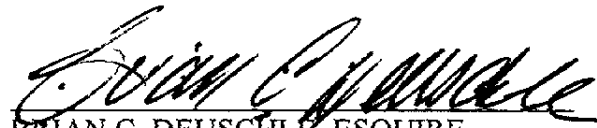

BRIAN C. DEUSCHLE, ESQUIRE
Registered Agent

EXHIBIT "A"

Members and Capital Contributions

TOM W. BENNETT
7307 Somerset Shores
Orlando, FL 32819

Social Security No./Employer Identification No.:

466 189659

Percentage Interest: 100 percent

Capital Contribution: \$500.00

EXHIBIT "B"

Percentages

NAME

PERCENTAGE EQUITY

TOM W. BENNETT

100 percent

EXHIBIT "C"

Director of Operations

TOM W. BENNETT