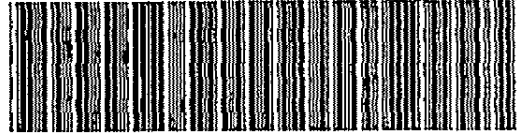


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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



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(Requestor's Name)

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TRANSMITTAL LETTER

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TO: Registration Section  
Division of Corporations

2004 APR 12 A 10:33

SUBJECT: The LisaLee Company, LLC  
(Name of Limited Liability Company)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Lisa Lee  
(Name of Person)

The LisaLee Company, LLC  
(Firm/Company)

905 Nandina Drive  
(Address)

Weston, Florida 33327  
(City/State and Zip Code)

For further information concerning this matter, please call:

Lisa Lee at ( 954 ) 385-3935  
(Name of Person) (Area Code & Daytime Telephone Number)

**STREET ADDRESS:**  
Registration Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

LIMITED LIABILITY COMPANY AGREEMENT **FILED**

OF

THE LISALEE COMPANY, LLC

2004 APR 12 A 10:33

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This Limited Liability Company Agreement (the "Agreement") of The LisaLee Company, LLC is entered into by and between each of the persons set forth on Schedule A hereto, as members (the "Members").

The Members hereby desire to form a limited liability company pursuant to and in accordance with Chapter 608, Florida Statutes, the Florida Limited Liability Company Act in effect in the State of Florida, as amended from time to time (the "Act"), and hereby agree as follows:

**ARTICLE 1**  
**FORMATION OF THE COMPANY**

**1.01 Name.** The name of the limited liability company is The LisaLee Company, LLC (the "Company").

**1.02 Formation.** On March \_\_, 2004, the Company was organized as a Florida limited liability company under and pursuant to the Act.

**1.03 Principal Place of Business.** The principal place of business of the Company shall be 905 Nandina Drive, Weston, FL 33327. The Company may locate its place of business and registered office at any other place or places as the Managers may from time to time deem advisable.

**1.04 Registered Office and Registered Agent.** The Company's registered office shall be at the office of its registered agent at 905 Nandina Drive, Weston, FL 33327, and the name of its initial registered agent at such address shall be Lisa Lee.

**1.05 Articles of Organization.** The Articles of Organization are hereby adopted and incorporated by reference in this Operating Agreement. In the event of any inconsistency between the Articles of Organization and this Operating Agreement, the terms of the Articles of Organization shall govern.

**1.06 Term.** The Company shall have perpetual existence unless its existence is dissolved in accordance with either the provisions of this Operating Agreement or the Act.

**ARTICLE 2**  
**PURPOSE OF THE COMPANY**

**2.01 Purpose.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

**ARTICLE 3**  
**CONTRIBUTIONS TO THE COMPANY**

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**3.01 Member's Initial Capital Contribution.** On the date of this Agreement, the Members shall contribute to the capital of the Company the amounts set forth on Schedule A (the "Capital Contributions").

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TALLAHASSEE, FLORIDA

**3.02 Withdrawal or Reduction of Member's Contribution to Capital.** The Members shall not receive out of the Company's property any part of such Member's contributions to capital until all liabilities of the Company, except liabilities to the Members on account of its contributions to capital, have been paid or there remains property of the Company sufficient to pay the Member.

**3.03 Additional Capital Contributions.** The Members shall make additional Capital Contributions to the capital of the Company as unanimously agreed to, in writing, from time to time.

**3.04 No Third-Party Beneficiaries.** The provisions of this Article 3 are not intended to be for the benefit of and shall not confer any rights on any creditor or other person (other than the Members in such Member's capacity as a Member) to whom any debts, liabilities or obligations are owed by the Company or the Members.

**ARTICLE 4**  
**ALLOCATIONS**

**4.01 Allocations of Profits and Losses.** The Company's profits and losses shall be allocated among the Members in proportion to their Membership Percentages as set forth on Schedule A.

**ARTICLE 5**  
**DISTRIBUTIONS**

**5.01 Distributions.** Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Managers. Such distributions shall be allocated among the Members in proportion to their Membership Percentages as set forth on Schedule A.

**ARTICLE 6**  
**BOOKS, RECORDS AND ACCOUNTING**

**6.01 Books and Records.** The Company shall maintain at its principal place of business books of account relating to the operation and business of the Company.

**6.02 Capital Accounts.** A separate capital account shall be maintained for each Member, including a Member who hereafter acquires an interest in the Company, in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv).

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**ARTICLE 7**  
**MANAGEMENT**

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TALLAHASSEE, FLORIDA

**7.01 Managers.** The initial manager of the Company (the "Managers") shall be Lisa Lee.

**7.02 Powers.** The business and affairs of the Company shall be managed by the Manager. The Manager shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Florida. The Manager is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the articles of organization of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

**7.02 Meetings and Voting.**

(a) Meetings of the Manager may be held at such time and place as the Manager by resolution shall determine.

(b) If the Members appoint more than one Manager, a majority of such Managers entitled to vote shall constitute a quorum at the meeting of the Managers.

(c) If the Members appoint more than one Manager, all decisions of the Managers shall be made by a unanimous vote of the Managers at a properly called meeting of the Managers at which a quorum is present, or by unanimous written consent of the Managers.

**ARTICLE 8**  
**RIGHTS AND OBLIGATIONS OF THE MEMBERS**

**8.01 Liability of Members.** The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

**8.02 Restrictions on Transferability.** No transfer, including, without limitation, any sale, assignment, pledge or hypothecation, of all or any part of a Member's limited liability company interest shall be permitted except if first approved by all of the non-transferring Members; provided, however, that this Section 8.02 shall not restrict any transfer of any limited liability company interest in the Company by a Member to another Member or an Affiliate of the transferring Member.

For purposes hereof, "Affiliate" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling or controlled by or under direct common control with such person or entity and, in the case of an individual, members of such individual's immediate family. For purposes of this definition, "control" when used with respect to any

specified person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings, relative to the foregoing.

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TALLAHASSEE, FLORIDA

### ARTICLE 9 MEETINGS

**9.01 Annual Meeting.** Notwithstanding anything herein to the contrary, the Company shall have no annual meetings.

**9.02 Special Meetings.** Special meetings, for any purpose or purposes, unless otherwise proscribed by statute, may be called by the Member.

### ARTICLE 10 DISSOLUTION AND TERMINATION

**10.01 Dissolution.** The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following:

- (a) the written consent of all of the Members;
- (b) the death, retirement, resignation, expulsion, insolvency, bankruptcy or dissolution of a Member unless the business of the Company is continued by consent of the remaining members, within 90 days following the occurrence of any such event; or
- (c) the entry of a decree of judicial dissolution under the Act.

**10.02 Effect of Filing of Dissolving Statement.** Upon the filing with the Florida Secretary of State of a statement of intent to dissolve, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until articles of dissolution have been filed with the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

**10.03 Distribution of Assets Upon Dissolution.** In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

- (a) to creditors, in the order of priority as provided by law (except to the Member on account of its Capital Contribution); and
- (b) to the Members in proportion to their Membership Percentages as set forth on Schedule A.

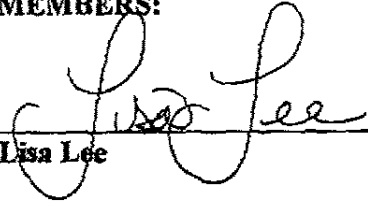
**10.04 Articles of Dissolution.** When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed and filed as required by the Act. Upon the filing of the articles of dissolution, the


IN WITNESS WHEREOF, the undersigned Members, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of the 21 day of **FILED** March, 2004.

2004 APR 12 A 10:3

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**MEMBERS:**

  
\_\_\_\_\_  
Lisa Lee

  
\_\_\_\_\_  
Aaron Lee

SCHEDULE A

**FILED**

| <u>Member</u>   | <u>Capital Contribution</u> | <u>Membership Percentage</u>   |
|---|-----------------------------|--|
| Lisa Lee<br>905 Nandina Drive<br>Weston, FL 33327<br>SS# 266-67-3786      | \$ <u>750</u>               | 75.00%<br>2004 APR 12 A ID: 3<br>SECRETARY OF STATE<br>TALLAHASSEE, FLORID |
| Aaron Lee<br>905 Nandina Drive<br>Weston, FL 33327<br>S.S. #: 594-30-8638 | \$ <u>250</u>               | 25.00%   |