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FLORIDA/FOREIGN LIMITED LIABILITY CO.

JMT SMALL BAY LEASING, LLC

| | |
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Help

ARTICLES OF ORGANIZATION
OF
JMT SMALL BAY LEASING, LLC

ARTICLE I - NAME

The name of the limited liability company is JMT SMALL BAY LEASING, LLC,
("Company").

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Company is:

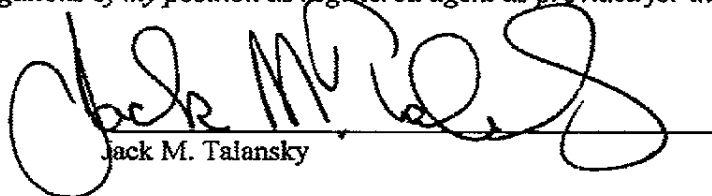
| <u>Principal Office Address:</u> | <u>Mailing Address:</u> |
|--|--|
| 2516 JMT Industrial Drive Suite 101 Apopka, Florida 32703 | 2516 JMT Industrial Drive Suite 101 Apopka, Florida 32703 |

ARTICLE III - REGISTERED AGENT,
REGISTERED OFFICE, & REGISTERED AGENT'S SIGNATURE

The name and the Florida street address of the registered agent are:

Jack M. Talansky Suite 101
2516 JMT Industrial Drive
Apopka, Florida 32703

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.


Jack M. Talansky

SECRETARY OF STATE
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ARTICLE IV - MANAGERS OR MANAGING MEMBERS

The name and address of each Manager or Managing Member is as follows:

| <u>Title:</u> "MGR" = Manager "MGMR" = Managing Member | <u>Name and Address:</u> |
|--|--|
| MGR | Jack M. Talansky 2516 JMT Industrial Drive Suite 101 Apopka, Florida 32703 |

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ARTICLE V - PURPOSE

(a) Notwithstanding anything to the contrary in these Articles, the Operating Agreement or in any other document governing the formation, management or operation of the Company, the sole purpose to be conducted or promoted by the Company is to engage in the following activities:

- (i) to acquire, own, hold, lease, operate, manage, maintain, develop and improve, that certain real property located in Orange County, Florida, and more fully described in the Loan Documents (the "Property");
- (ii) to enter into and perform its obligations under the Loan Documents;
- (iii) to sell, transfer, service, convey, dispose of, pledge, assign, borrow money against, finance, refinance or otherwise deal with the Property to the extent permitted under the Loan Documents; and
- (iv) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above mentioned purposes.

(b) The Company, and the Members, or any Manager on behalf of the Company, may enter into and perform their obligations under the Loan Documents and all documents, agreements, certificates, or financing statements contemplated thereby or related thereto, all without any further act, vote or approval of any Member, Manager or other Person notwithstanding any other provision of these Articles, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of the Members or any Manager to enter into other agreements on behalf of the Company.

ARTICLE VI – POWERS AND DUTIES

(a) Notwithstanding any other provisions of these Articles or the Operating Agreement and so long as any Obligations under the Loan Documents remain outstanding and not discharged in full, without the prior written consent of the Lender, the Manager and the Company shall have no authority to:

- (i) borrow money or incur indebtedness on behalf of the Company other than normal trade accounts payable and lease obligations in the normal course of business, or grant consensual liens on the Company's property; except, however, that the Manager is hereby authorized to secure financing for the Company pursuant to the terms of the Loan Documents and other indebtedness expressly permitted therein, and to grant a mortgage, lien or liens on the Company's property to secure such indebtedness;
- (ii) dissolve or liquidate the Company;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company;
- (iv) amend, modify or alter Articles V-VIII of these Articles; or
- (v) merge or consolidate with any other entity.

(b) Notwithstanding the foregoing and so long as any Obligation pursuant to the Loan Documents remains outstanding and not discharged in full, the Manager and the Company shall have no authority, unless such action has been approved by the unanimous consent of all the Members, file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any action.

ARTICLE VI – SEPARATENESS/OPERATIONS MATTERS

The Members and the Manager shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence and rights

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(charter and statutory). Notwithstanding anything to the contrary in these Articles, the Operating Agreement, or in any other document governing the formation, management or operation of the Company, the Manager also shall cause the Company to and the Company shall:

- (i) maintain books and records and bank accounts separate from those of any other Person;
- (ii) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (iii) comply with all organizational formalities necessary to maintain its separate existence;
- (iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (v) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person and not have its assets listed on any financial statement of any other Person; except that the Company's assets may be included in a consolidated financial statement of its Affiliate so long as appropriate notation is made on such consolidated financial statements to indicate the separateness of the Company from such Affiliate and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person;
- (vi) prepare and file its own tax returns separate from those of any Person to the extent required by applicable law, and pay any taxes required to be paid by applicable law;
- (vii) allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates;
- (viii) not enter into any transaction with Affiliates except on an arm's-length basis and pursuant to written, enforceable agreements;
- (ix) conduct business in its own name, and use separate stationery, invoices and checks;
- (x) not commingle its assets or funds with those of any other Person;
- (xi) not assume, guarantee or pay the debts or obligations of any other Person;
- (xii) correct any known misunderstanding as to its separate identity;

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- (xiii) not permit any Affiliate to guarantee or pay its obligations (other than limited guarantees and indemnities set forth in the Loan Documents);
- (xiv) not make loans or advances to any other Person;
- (xv) pay its liabilities and expenses out of its own funds;
- (xvi) maintain a sufficient number of employees in light of its contemplated business purpose and pay the salaries of its own employees, if any, only from its own funds;
- (xvii) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities; provided, however, that the foregoing shall not require the Member to make additional capital contributions to the Company; and
- (xviii) cause the Managers, agents and other representatives of the Company to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

Failure of the Company, or the Members or the Manager on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Members or the Manager.

ARTICLE VII - EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY OF A MEMBER

(a) The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, personal representative, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any interest in the Company shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

(b) Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company or that causes the Member to cease to be a Member of the Company, to the fullest extent permitted by law, the personal representative of such Member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing

(i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member of the Company or the Member in the Company.

(c) Notwithstanding any other provision of these Articles, each of the Members, and any additional Members waive any right they might have to agree in writing to dissolve the Company upon the bankruptcy, death, dissolution, liquidation or termination of the Member or additional Member, or the occurrence of an event that causes the Member or additional Member to cease to be a Member of the Company.

ARTICLE VIII – DEFINITIONS

When used in these Articles, the following terms not otherwise defined herein have the following meanings:

"Act" means The Florida Limited Liability Company Act, as it may be amended or superseded from time to time.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person or any Person who has a direct familial relationship, by blood, marriage or otherwise with the Company or any Affiliate of the Company.

"Agreement" means this Limited Liability Company Agreement of the Company, together with the schedules attached hereto, as amended, restated or supplemented or otherwise modified from time to time.

"Lender" means General Electric Capital Corporation, in its capacity as lender under the Loan Agreement, together with its successors and assigns.

"Loan" means that certain loan to be made by Lender to the Company in accordance with the terms, conditions and provisions of the Loan Documents.

"Loan Agreement" means that certain Loan Agreement by and between the Company and Lender.

"Loan Documents" has the meaning set forth in the Loan Agreement.

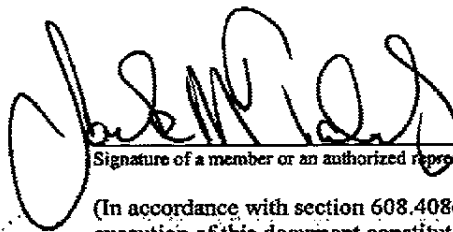
"Member" means the initial members of the Company as set forth in the Operating Agreement, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of the Operating Agreement, each in its capacity as a member of the Company.

"Obligations" shall mean the indebtedness, liabilities and obligations of the Company under or in connection with the Loan Documents.

"Operating Agreement" shall mean the operating agreement of the Company

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

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

Jack M. Talansky

Typed or printed name of signer