

L07000101251

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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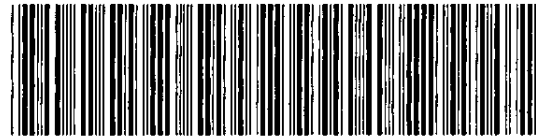
(Business Entity Name)

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08 MAY 29 PM 1:16
TALLAHASSEE, FLORIDA

B. KOHR

MAY 29 2008

EXAMINER

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Common Antenna Systems, LLC.
(Name of Limited Liability Company)

FILED
08 MAY 29 PM 1:16
TALLAHASSEE, FLORIDA

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

Please return all correspondence concerning this matter to the following:

Scott V. Heron

(Name of Person)

(Firm/Company)

6025 Pitch Pine Drive

(Address)

Orlando, FL 32819

(City/State and Zip Code)

For further information concerning this matter, please call:

Scott V. Heron at (407) 513-4988

(Name of Person)

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Common Antenna Systems, LLC.

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

FILED
08 MAY 29 PM 1:19
TALLAHASSEE, FLORIDA

The Articles of Organization for this Limited Liability Company were filed on October 4, 2007 and assigned
Florida document number L07000101251.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

6025 Pitch Pine Drive

(Principal office address MUST BE A STREET ADDRESS)

Orlando, FL 32819

Enter new mailing address, if applicable:

6025 Pitch Pine Drive

(Mailing address MAY BE A POST OFFICE BOX)

Orlando, FL 32819

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

Scott V. Heron

New Registered Office Address:

6025 Pitch Pine Drive

(Enter Florida street address)

Orlando

(City)

Florida 32819

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

(Signature)
(If Changing Registered Agent, Signature of New Registered Agent)

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Scott V. Heron	6025 Pitch Pine Drive Orlando, FL 32819	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
MGRM	W.J. Mac Naughton Keogh Trust	150 JFK Parkway Suite 100 Short Hills, NJ 07078	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
MGR	W.James Mac Naughton	150 JFK Parkway Suite 100 Short Hills, NJ 07078	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

See "Attachment" 1-9 and Cover Letter address to

Mr. Buck Kohr, Division of Corporations,

Clifton Building, 2661 Executive Center Circle,

Tallahassee, FL. 32301. Mr Heron is available at:

6025 Pitch Pine Drive, Orlando, FL 32819, (407)513.4988

Dated MAY 28, 2008



Signature of a member or authorized representative of a member

Scott Heron

Typed or printed name of signee

Mr. Scott V. Heron
VP Operations
Common Antenna Systems, LLC
6025 Pitch Pine Drive
Orlando, FL 32819
407.513.4988-Direct Office
954.775.2776-Fax
321.246.6789-Cell
scottvheron@cfl.rr.com

May 28, 2008

Via UPS Next Day Air: J211.083.7773

Mr. Buck Kohr
Division Of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

RE: Common Antenna Systems, LLC (L07000101251)

Dear Mr. Kohr,

I have this rare opportunity to share with the State of Florida and whomever shall read this Public Posting.

Mr. J. Mac Naughton, has been my Attorney for twelve (12) years. He has represented me in all my Financial transactions for that Period.

Mr. J. Mac Naughton by his own verbal admission, represented to me, that my last transaction, May 2002, his Attorney fee's were equal to One Thousand Five Hundred Dollars (\$1,500.00). I paid Forty Thousand Dollars (\$40,000.00). When questioned about the disparity, Mr. J. Mac Naughton said "You can sue me in New Jersey".

My error, however, Mr. J. Mac Naughton did not provide a final Invoice for Payment, and the SunTrust Bank that I banked with, is unable to provide documentation to support my claim. It appears that the SunTrust Banking Corporation is unable to recover transactions that extend past five (5) years from the date of inquiry.

Mr. J. Mac Naughton and I, formed in December 2007, a Florida LLC, by the name of Common Antenna Systems LLC. ("CA"). The primary purpose of this LLC was to act as a Private Cable Operator ("PCO"). Mr. J. Mac Naughton and I are equal partners in the entity, "CA", 50/50 Partners.

"CA" in December 2007 acquired the Rights, Obligations, and Privileges, of a Florida Corporation, known as, Florida Telecom Solutions ("FTS").

This included the Contract as assigned from time to time, granting "CA" the Rights to perform under the existing Contract, specifically, a exclusive Video Contract, to all Residents of the Community, known as, "Arden Villas Apartments".

Mr. Buck Kohr
Page 2 of 9

"CA" purchased from "FTS" for the sole purpose of Upgrading Services to the Arden Community, including but not limited to, High Speed Internet Access ("HSIA") via Cable modem, Installation of a Fiber Backbone to each Residential Building, all Residential Units, each outlet within the confines of the Unit, providing both DIRECTV, and Dish Network, through a Common Antenna. Rain Fade was eliminated, Subscriber Look Angles to the Southwest were no longer a issue.

Being made aware of the conditions of the Communities surrounding the University of Central Florida, it was brought to my attention, by the Orange County Police Department, that the University of Central Florida was the number two (2) crime ridden area in our general Community.

At that point, I decided, as the VP of Operations of Common Antenna, to install with all the additional Upgrades, sixteen (16) day/night vision Cameras, surrounding the Community, for surveillance. Access available to the Orange County Police Department, at their discretion.

Mr. J. Mac Naughton provided me with a Invoice from a Florida, LLC known as Front Door Networks ("FDN") The quotation was directly related to the installation of a Cable Modem Termination System ("CMTS").

The quotation was from "FDN" was for 25k, including installation of the same. The irony, is "FDN" was unable and lacked the required experience to install the same. "FDN" provided a Line Item in it's Proposal to, Contract out the installation of the "CMTS".

This condition did not sit well with me, Personally,

I began my Due Diligence, I discovered a Local Orlando Company, that has installed over One Hundred and Twenty (120) "CMTS" units throughout the US. This Company's proposal included significant enhancements and capabilities when compared to the "FDN" proposal. The Local Orlando Company bid to complete the installation of the "CMTS" was 11k, including hardware, installation of the "CMTS", and the confirmation that the "CA" Return Path was in accordance with acceptable industry standards.

Mr. J. Mac Naughton was not pleased with the Local Contractor.

Mr. J. Mac Naughton informed me that he was a Thirty Percent (30%) Owner in the "FDN" Corporation, and we, "CA", "were going with the "FDN" proposal".

On February 2008, Mr. J. Mac Naughton and I had Dinner together. Amongst the Topics, were, my disinvolvement as a Contractor with Dish Network. A Contractual Position I had maintained for a Period of four (4) years. The largest in the area, single office, with combined Annual Gross Income of 8M.

This Position had become compromised, Dish Network was expecting a thirty one percent (31%) decrease in Income over a Period of eighteen (18) months.

I proposed to Mr. J. Mac Naughton, that the W.J. Mac Naughton Keogh Trust, loan to Mr. Scott V. Heron, the sum equal to Fifteen Thousand Dollars (\$15,000.00). The loan was necessary for me, Mr. Heron to bridge the lack of income provided by Dish Network. Mr. J. Mac Naughton agreed. No repayment terms were discussed, no interest rate was discussed.

Furthermore Mr. J. Mac Naughton expressed his enthusiasm , that "I would be able to devote my time and efforts to "CA".

Mr. Buck Kohr
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My Profession for the past thirty (30) has been that of the Telecommunications Industry.

From the Sub-Contractor coming to your home, installing your service (s), to the negotiations with Bechtel International, for the installation, test, adjust, and Proof of Performance of the Walt Disney World, Co., including but not limited to the Walt Disney MGM Studio Tour. The Contract, to complete the same, was awarded to my Corporation, (PF-045).

Within days, of Mr. J Mac Naughton verbally agreeing to the principle of the "Loan", Mr. J. Mac Naughton submitted via E-Mail, a conditioned "Promissory Note"/"Security Agreement".

The "Promissory Note", included a imputed Interest Rate of Twelve Percent (12%) on the outstanding balance, with the repayment terms, of Due upon Demand, with a Security Agreement, that included my Percentage Interest in "CA" as Collateral.

Upon receipt of the same, I contacted Mr. J. Mac Naughton and expressed my displeasure with his contractual language. Mr. J. Mac Naughton agreed with my position, terms of repayment shall be due within One Hundred and Twenty Days (120) from Notice.

We were in agreement.

In light of my current Cash Flow condition, I verbally approached Mr. J. Mac Naughton with the proposal, "That I be permitted to utilize the Cash Flow of "CA", while we were ramping up, to satisfy my Personal Financial Obligations.

Again, Mr. J. Mac Naughton agreed in principle, with the exception, "That all "CA", Business Expenses, were satisfied first.

We were in Agreement.

At this time I felt that I was in a secure position, Financially. Net 3k from the Video Service, and the "HSIA" after expenses and debt, 8k additional net Income for the Company.

Mr. J. Mac Naughton possess long standing relationships, with Mr. Harris Shulman, a Telecommunications Engineer. Well suited for Data Transmissions between Companies, and some "PCO" experience. The experience of Mr. Shulman, with respect to the Arden Villas Community, was of no value what so ever, as I explained in detail to Mr. J. Mac Naughton.

I felt Personally, to include Mr. Shulman, in the Upgrade to the Arden Community. Obligated to Mr. J. Mac Naughton, to include his "man". This was a mistake on my part, Mr. Shulman was ill-equipped for the necessary tasks at hand.

Again, Mr. J. Mac Naughton possessed a long term relationship, with a Mr. Thomas Cannon. Mr. Cannon was introduced to me by Mr. J. Mac Naughton, and the claim was made that Mr. Cannon was able, qualified and willing to act as the Agent for "CA" with respect to "HSIA" Support. The very same man that was over charging "CA" the sum equal to Fifteen Thousand Dollars (15,000.00) for a product he was unable to install.

Enclosed for filing purposes, please find the following:

1. This entire Letter, dated May 27, 2008. ("Attachment, #1" Total Pages 9)
2. "The Amended Articles of Organization of a Florida Limited Liability Company", as amended, May 27, 2008 ("Attachment, #2")
3. A fully executed, December 3, 2008, "Operating Agreement of Common Antenna Systems, LLC", Valid and in Full Force and effect in the State of Florida. (Attachment, #3)
4. E-Mail Transmission, dated, April 21, 2008 @ 11:37 AM from w.j.mac.naughton@att.net (Mr. James Mac Naughton) to Scott Heron. (Attachment, #4)
5. Opinion Letter from Century Business, dated May 13, 2008. (Attachment, #5)
6. Mr. J. Mac Naughton on April 17, 2008, amended the "State of Florida Annual Report", of Common Antenna Systems, LLC., to reflect, Mr. Thomas Cannon, 1404 Overlook Drive, Ormond Beach, FL, 32174-393, as the new Registered Agent, thereby removing Mr. Scott Heron as Registered Agent, and reflecting W.JAMES MACNAUGHTON, N KEOGH TRUST as the Managing Member of "Common Antenna System, LLC. This action taken by Mr. Mac Naughton is against me, and the Operating Agreement of Common Antenna, and Constitutes a Third Degree Felony in the State of Florida. (Attachment, #6)

The 2007 Florida Statutes

817.155 Matters within jurisdiction of Department of State; false, fictitious, or fraudulent acts, statements, and representations prohibited; penalty; statute of limitations.--A person may not, in any matter within the jurisdiction of the Department of State, knowingly and willfully falsify or conceal a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false document, knowing the same to contain any false, fictitious, or fraudulent statement or entry. A person who violates this section is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. The statute of limitations for prosecution of an act committed in violation of this section is 5 years from the date the act was committed.

History.--s. 52, ch. 87-99; s. 194, ch. 91-224; s. 26, ch. 2005-267.

Mr. Buck Kohr
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Mr. J. Mac Naughton on May 9, 2008, amended the Florida Department of State, Division of Corporations, Common Antenna Systems, LLC, to reflect: ("Attachment #7)

1. Removed Scott V. Heron from any form of Title in Common Antenna Systems, LLC.
2. Removed W. James Mac Naughton, Keogh Trust from any form of Title in Common Antenna Systems, LLC.
3. Added, W. James Mac Naughton, 150 JFK Parkway, Suite 100, Short Hills, NJ, 07078, as the sole Manager (MGR) of Common Antenna Systems, LLC.
4. Modified the Registered Agent of Common Antenna Systems, LLC, to Thomas Cannon, 1404 Overbrook Drive, Ormond Beach, 32174-3937, to which I suspect in Section "New Registered Agent's Signature, if Changing Registered Agent:", this signature is possibly a forgery.

Then on May 15, 2008, Mr. J. Mac Naughton amended Common Antenna Systems, LLC., for the third (3rd) time. Mr. J. Mac Naughton added the following language: ("Attachment #8, Page 2 of 2, of the ARTICLES OF AMENDMENT, TO, ARTICLES OF ORGANIZATION, OF, Common Antenna Systems, LLC..

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Mr. Heron has been terminated as a manager and resident agent of the

company due to his misappropriation of company funds, breach of fiduciary

duties and failure to account for company funds under his control. He has no authority

to act on behalf or represent the company in any manner. Anyone dealing with

Mr. Heron in such a capacity should contact Mr. Mac Naughton at 732-634-3700.

Mr. Buck Kohr
Page 6 of 9

Mr. Mac Naughton has been conducting himself well outside the boundaries and conditions of the Common Antenna Operating Agreement, since April 16, 2008.

Mr. Mac Naughton, has closed the local Common Antenna Business Operating Banking Account and relocated to a location to which I have no knowledge.

Mr. Mac Naughton, has locked me out of the Common Antenna Systems, LLC., Orlando Facility, beginning, April 21, 2008.

Common Antenna has not paid the Labor fee's for Ms. Debbie Heron's efforts, beginning January, 1, 2008 through April 16, 2008. A sum total in excess of 10k, as Ms. Heron acted as the Customer Service Manager, for "CA".

Mr. J. Mac Naughton has not honored his "Promissory Note" to Mr. Heron, of 15k in February 2008.

Mr. Mac Naughton has elected to utilize the Firm of Front Door Networks, a Florida LLC, 1404 Overbrook Drive, Ormond Beach, FL, 32714, for the installation, service and repair, to the Community known as "Arden Villas Apartments".

"Mr. Heron has been terminated as a manager and the resident agent of the company,"

From the Common Antenna Operating Agreement, Page 5-6 of 22.

5.4 Removal or Resignation of Manager. The Manager may resign at any time by giving written notice to all Members. The resignation of any Manager shall take effect upon receipt of such notice or at such later time as shall be specified in such notice, and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. The removal or resignation of such Manager shall not affect the Manager's rights as a Member and shall not constitute his or her withdrawal as a Member.

Mr. Heron due to his misappropriated any Company Funds:

From the Common Antenna Operating Agreement, Page 6 of 22.

5.5 Compensation for Services. The Manager shall supervise and manage the operation Of the Company. As consideration for such services, and for other services that may be provided to the Company by the Manager, the Manager shall receive such compensation from the Company as shall be agreed upon by the Members. Any compensation paid to a Manager for services rendered will be treated as an expense of the Company and a guaranteed payment within the meaning of IRC §707(c), and the amount of the compensation will not be charged against the share of profits of the Company that would otherwise be allocated to the Manager if and to the extent the Manager is also a Member.

Mr. Buck Kohr
Page 7 of 9

Mr. Heron has, breach of Fiduciary duties and failure to account for company funds:

From the Common Antenna Operating Agreement, Page 8 of 22.

7.2 Financial and Operating Statements and Tax Information. Following the end of each Fiscal Year of the Company, the Manager, at the expense of the Company, shall prepare, or cause to be prepared, and deliver to each Member annual financial statements of the Company for such Fiscal Year. In addition, the Manager, at the expense of the Company, shall prepare and deliver to each of the Members, or shall cause to be prepared and delivered to each of the Members, promptly following the end of each Fiscal Year of the Company, an income tax information return containing sufficient information and data with respect to the operation of the Company for such Fiscal Year to enable such Member to prepare such Member's federal, state, and local income tax returns in accordance with then applicable laws, rules, and regulations. Upon request by any of the Members with respect to any Fiscal Year, the Company shall provide to such Member a copy of the federal and state income tax returns for the Company for such Fiscal Year.

Mr. Heron has no authority to act on behalf or represent the Company in any manner.

Page 21 of 22, From the Common Antenna Operating Agreement, dated December 3, 2007.

**NAMES, CAPITAL CONTRIBUTIONS,
AND OWNERSHIP PERCENTAGES OF MEMBERS**

The name, and address of each Member, the amount of cash agreed to be contributed by each Member, the Membership Percentage of each member, and the Economic Ownership Percentage of each Member is as follows:

	\$	%
Mac Naughton Keogh Trust	15,000	50%
Heron	15,000	50%

Mr. J. Mac Naughton has claimed " Any you don't have a fully executed operating Agreement", (Attachment #8, Page 1 of 2) received, Monday, April 21,2008 @ 2:48 PM.

Common Antenna Systems maintains a Fully Executed, In Force and Effect, Operating Agreement, by the Requirements of The State Of Florida.

Please note, that Mr. J. Mac Naughton is being investigated for Cyber Fraud at the time of this Letter, in addition to his State of Florida Felony Violation, Section 817.155.

Aside from the facts contained hereinabove, Mr. Mac Naughton's claim, of Attachment #4, is of serious Financial concern to me Personally.

Mr. J. Mac Naughton claims he has an "offer on the table from some people" to sell the Asset of Common Antenna Systems, LLC. He has defined a Purchase Price, and a proposed Closing Date. He has also proposed that the Net Income from the Pending Sale of the Asset (s) be split at a 75% for Mac Naughton, and 25% for Heron. Using language that is not suitable to me or any other Professional (s). Thereby once again, Mac Naughton operating outside the Common Antenna, Operating Agreement.

In "Attachment #4, Pages 1", Mr. Mac Naughton will need the cooperation of the Owner of the Arden Villas Apartment Community, 3303 Arden Villas Blvd., Orlando, FL, 32817.

The cooperation I am referring is to, a Cable Television Agreement and Easement, Dated July 26, 1996. Assigned from time to time, and now resides in the name of Common Antenna Systems, LLC. ("Operator") and Equity Residential ("OWNER"), Two North Riverside Plaza, Chicago, IL, 60606.

The Cable Television Agreement and Easement, provides Common Antenna Systems, LLC, the Exclusive Right, to provide Video Services to the Community for a specified period of time, to which, at present, three (3) plus years remain.

I received a E-Mail Transmission, dated May 15, 2008, @ 6:05 PM, (Attachment #9) from Ms. Ronda Humphrey, Equity Residential-Revenue Strategy. This E-Mail Transmission indicated that I could "expect a communication in the next day or so".

I have not received any form of communication from Equity Residential, as indicated:

I have telephoned Ms. Humphrey on two (2) separate occasions, left voice mails, and unfortunately, I have not received a reply.

As I examine, the chronological order of the events as transpired, Mr. Mac Naughton last amendment to the State of Florida, Division of Corporations was recorded on May, 15, 2008, which means, Mr. Mac Naughton would have to submit to the State of Florida, the amended Document, via express mail on the 14th of May, at the latest.

Mr. Buck Kohr
Page 9 of 9

My concern, is simple, in order for Mr. Mac Naughton to sell, transfer and assign, the Rights, Obligations, and Benefits of Common Antenna Systems, to a Third Party, Mr. Mac Naughton would need the Consent of Equity Residential, which Consent on behalf of Equity Residential, "will not be unreasonably withheld or delayed".

In light of a no response from Equity Residential, I am unable to confirm the condition of the Common Antenna Systems, LLC. Contract with Equity Residential, which represents Hundreds of Thousand of Dollars over the remaining Period.

I would be grateful, for your efforts, to record the enclosed Documentation, to the Sunbiz.org web site, on behalf of Common Antenna Systems, LLC.. I appreciate your Efforts.

In all matters and actions as described herein, of Mr. J. Mac Naughton I do not Consent.

With the Utmost Respect,

A handwritten signature in black ink, appearing to read "Scott Heron", with a stylized, flowing script.

Scott Heron
VP Operations
Common Antenna Systems, LLC

"ATTACHMENT #3 PAGES 1-22

**OPERATING AGREEMENT
OF
COMMON ANTENNA SYSTEMS, L.L.C.**

THIS OPERATING AGREEMENT OF COMMON ANTENNA SYSTEMS, L.L.C. is made and entered into as of the Effective Date by and between those entities listed on the signature page hereto (hereinafter sometimes referred to in the singular as a "Member" and collectively as the "Members").

WITNESSETH:

WHEREAS, the Members have formed a Florida limited liability company known as COMMON ANTENNA SYSTEMS, L.L.C. (the "Company"); and

WHEREAS, the Members wish to define the rights and obligations of the Members in accordance with the terms and provisions set forth in this Operating Agreement;

NOW, THEREFORE in consideration of the premises, and of the mutual promises, obligations, and agreements contained herein, the parties hereto, intending to be, and being, legally bound, do hereby covenant and agree as follows:

ARTICLE 1. GENERAL PROVISIONS

1.1 Definitions. Each capitalized term used in this Operating Agreement and not defined in the text hereof shall have the meaning set forth on EXHIBIT "A" attached hereto and made a part hereof.

1.2 Name. The name of the Company is COMMON ANTENNA SYSTEMS, L.L.C. The Company may adopt such trade or business names as the Manager shall consider appropriate.

1.3 Principal Office. The principal office of the Company shall be located at the offices of W. James Mac Naughton, 90 Woodbridge Center Drive, Suite 610, Woodbridge, NJ 07095 or such other place as the Manager may from time to time designate.

1.4 Registered Agent and Registered Office. The registered agent for the service of process and the registered office of the Company shall be the person and the location set forth in the Articles of Organization (as they may be amended in accordance with the Act).

1.5 Purpose of Company. The purpose of the Company shall be to engage in any lawful activities that the Manager, in his sole discretion, deem appropriate. The Company shall have all powers necessary to, or reasonably connected with, the Company's business that may be legally exercised by limited liability companies under the Act.

1.6 Term. The term of the Company commences upon the filing for record of the Articles of Organization of Company for and on behalf of the Company in the office of the Secretary of State of the State of Colorado. The term of the Company shall continue until the Company is dissolved, liquidated or terminated as prescribed herein.

ARTICLE 2. CAPITAL

2.1 Initial Capital Contributions by Members. Except as may otherwise be provided herein, or agreed upon by the Manager, upon the last to occur of the formation of the Company or the execution of these, the Members shall contribute to the Company, in cash, such amounts as set forth in EXHIBIT "B" attached hereto and made a part hereof.

2.2 Limit on Contributions and Obligations of Members. Except as expressly provided in this Article 2, the Members shall not be required or obligated (i) to make any Capital Contributions to the Company, (ii) to loan any money to the Company, or (iii) to endorse or to guaranty the payment or performance of any obligations of the Company.

2.3 No Third Partner Beneficiaries. The obligations of the Members to make Capital Contributions to the Company are only for the benefit of, and are only enforceable by, the Company and the Members and shall not be for the benefit of, or be enforceable by, any other Person or entity whatsoever.

2.4 Capital Accounts. A Capital Account shall be established and maintained for each Member. Except as specifically permitted pursuant to this Operating Agreement, no Member shall have the right to withdraw from the Company or make demand for withdrawal of any part of his Capital Account. No interest shall be paid by the Company with respect to any Capital Contribution or Capital Account balance.

2.5 Allocation of Liabilities. For purposes of determining the income tax basis of each Member's Interest in the Company, the liabilities of the Company shall be allocated among the Members pursuant to Regulations Section 1.752.

2.6 Negative Capital Accounts. The Members shall not be required to pay to the Company or to any other Member any deficit or negative balance that may exist from time to time in their respective Capital Accounts as a result of the provisions hereof for the allocation to the Members of the Company's Loss and for the distribution of Property to the Members by the Company.

2.7 Certificates of Interest. In the discretion of the Manager, the Company may issue certificates to the Members of the Company, which evidence their Interest in the Company. Any such certificates shall bear all necessary legends, including those regarding restrictions on Transfer in this Operating Agreement and appropriate securities laws.

ARTICLE 3. DISTRIBUTIONS

3.1 Determination of Distributable Cash. The Distributable Cash of the Company shall be determined by the Manager.

3.2 Distribution of Distributable Cash. Except as otherwise provided in Section 3.4 hereof, distributions by the Company of Distributable Cash shall be made to the Members, at such times as determined by the Manager, in proportion to their respective Class A Interests and Class B Interests.

3.3 Distributions Upon Liquidation. Upon the happening of any event that requires the Company to be dissolved, liquidated and terminated, or any other event that results in a "liquidation" of the Company, the Company's assets shall be converted by the Manager into cash, and all cash held by the Company at the time of the happening of such event, and all cash received by the Company after the happening of such event shall be applied and distributed as follows:

- (i) To the repayment of debts and liabilities of the Company, and to the expenses of liquidation in the order of priority as provided by law; then
- (ii) To the establishment of such reserves as the Manager deems appropriate for any contingent or unforeseen liabilities of the Company; provided, however, that at the expiration of such period as the Managers deem advisable, the balance of such reserves shall be distributed to the Members in the manner hereinafter provided; then
- (iii) To the Members, in proportion to, and to the extent of, the positive balances standing in their respective Capital Accounts (as determined after taking into account all Capital Account adjustments for the Company's Allocation Year during which the liquidation occurs); then
- (iv) The balance shall be distributed to the Members, in proportion to their respective Class A Interests and Class B Interests.

A reasonable time shall be allowed for the orderly liquidation of the Company's assets pursuant to this Section to minimize the risk of loss that might be attendant upon such a liquidation.

3.4 **Withholding.** Notwithstanding anything to the contrary contained in this Article 3., in the event that the Code or any of the Regulations require, then the Manager shall be authorized to withhold and pay over to the Internal Revenue Service cash otherwise distributable to any Member hereunder, which shall be deemed hereunder to have been distributed to such Member, and the Manager shall be authorized to take such other actions as shall be necessary or appropriate to comply with such obligations under the Code and the Regulations.

ARTICLE 4. MEMBER RESPONSIBILITIES

4.1 **Liability of Members.** No Member, Manager, agent or employee of the Company shall be liable as such for the liabilities, debts or obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on any Member for any liabilities, debts or obligations of the Company.

4.2 **Standard of Care.** Each Member shall act in a manner he believes in good faith to be in the best interest of the Company and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

4.3 **Indemnification.**

(a) No Member, Manager, agent or employee of the Company shall, in carrying out his duties hereunder, be liable to the Company or to any Member for any actions or course of conduct taken in good faith and reasonably believed to be in the best interests of the Company, or for errors of judgment, but shall only be liable for willful misconduct, gross negligence, willful breach of his obligations under this Operating Agreement, or other willful or grossly negligent breach of fiduciary duty.

(b) Each Member, Manager, agent and employee of the Company shall be indemnified by the Company, to the fullest extent permitted under the Act, against any losses, judgments, liabilities, expenses (including attorneys' fees and amounts paid in settlement of any claims sustained against them) arising out of any action or course of conduct of a Member, Manager, agent or employee in their capacity as such, if such action or course of conduct was not the result of his own negligence or willful misconduct and if such Member, Manager, agent or employee, in good faith, reasonably believed that such action or course of conduct was in the best interests of the Company; provided, however, that such indemnification and agreement to hold harmless shall be recoverable only out of assets of the Company.

4.4 **Other Activities of Members.** Each Member (including Members acting as Manager) shall be free to engage in, conduct, or participate in, any business or activity whatsoever, including, without limitation, the ownership and operation of any business,

without any accountability, liability, or obligation whatsoever to the Company or to any Member, even if such business or activity competes with or is enhanced by the business of the Company.

ARTICLE 5. MANAGEMENT OF COMPANY

5.1 Powers and Duties of Manager. One or more individuals (jointly and severally the "Manager") shall be responsible for the management of the Company's day-to-day business and affairs. The Manager shall devote such time and effort to the Company as he (they) shall deem necessary for the Company's welfare and success. Any corporate Manager shall act, for purposes hereof, only through its board of Directors and duly authorized officers. Except for situations in which the approval of all or a portion of the Members is expressly required by the terms and conditions of this Operating Agreement, the Manager shall have, and are hereby granted, full and complete power, authority, and discretion to take such action for and on behalf of the Company, and in its name, as the Manager deems necessary or appropriate to carry out the purposes for which the Company was organized. The initial managers are W. James Mac Naughton and Scott Heron.

5.2 Meetings of Manager: Voting. Meetings of the Manager may be called by any Manager, by delivering written notice to all other Managers at least three (3) business days and not more than twenty (20) business days prior to the scheduled meeting date. At all meetings of the Manager, a majority of the Manager represented in person (which may include telephone conference call) or by proxy, shall constitute a quorum for the transaction of business. Unless otherwise agreed by the Manager, each Manager shall be entitled to one vote. If he is available to do so, the President of the Company shall preside at all meetings of the Manager. Any action of the Manager that is required by this Operating Agreement or by any statute to be taken at a meeting of the Manager may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the Managers entitled to vote with respect to the subject matter thereof. Except as otherwise provided in this Operating Agreement, the taking of any action or the approval of any matter by the Manager shall require the affirmative vote of a majority of the Managers entitled to vote thereon.

5.3 Election of Manager. The Manager shall be elected by a vote of a Majority in Interest of the Members, at any time. The Manager shall serve until his successor is elected and qualified, or until the earlier death, resignation, incapacity to serve or removal of a Manager.

5.4 Removal or Resignation of Manager. The Manager may resign at any time by giving written notice to all Members. The resignation of any Manager shall take effect upon receipt of such notice or at such later time as shall be specified in such notice, and, unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective. The removal or resignation of such Manager shall not

affect the Manager's rights as a Member and shall not constitute his or her withdrawal as a Member.

5.5 Compensation for Services. The Manager shall supervise and manage the operation of the Company. As consideration for such services, and for other services that may be provided to the Company by the Manager, the Manager shall receive such compensation from the Company as shall be agreed upon by the Members. Any compensation paid to a Manager for services rendered will be treated as an expense of the Company and a guaranteed payment within the meaning of IRC §707(c), and the amount of the compensation will not be charged against the share of profits of the Company that would otherwise be allocated to the Manager if and to the extent the Manager is also a Member.

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5.6 Appointment of Officers. The Manager may, but are not required, to appoint such officers of the Company as they shall determine in their sole discretion. A person may hold one or more of such officer positions.

5.7 Authority to Execute Documents. Subject to Section 5.9, any agreement or other document purporting to bind the Company to any action or course of action may be signed and delivered by any currently appointed Manager for, on behalf of, and in the name of, the Company, and no other signature shall be required.

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5.8 Fiduciary Relationship. The relationship of the Manager to the Members is that of a fiduciary, and the Manager have a fiduciary obligation to conduct the business of the Company in such manner as will serve the best interests of the Company and the Members, including the safekeeping and use of all Company funds and assets for the sole and exclusive benefit of the Company. Nonetheless, the liability of Manager, and the standards for indemnification, shall be determined as provided in Section 4.2 hereof.

5.9 Action Requiring Unanimous Consent of Managers. Any of the following actions taken by, on behalf of or at the direction of the Managers requires the unanimous consent of all the Managers in writing:

- (i) Any modification of the initial capital contribution pursuant to Section 2.1;
- (ii) The determination of the amount of Distributable Cash pursuant to Article 3.1;
- (iii) The distribution of Distributable Cash pursuant to Section 3.2;
- (iv) Liquidation of the Company's assets pursuant to Section 3.3;
- (v) Any act described in Section 6.1;

- (vi) The adoption of any accounting method other than GAAP pursuant to Section 7.4;
- (vii) The selection of an appraiser pursuant to Section 9.1;

ARTICLE 6. MEMBERS

6.1 Powers and Duties of Members. Except as otherwise provided in this Operating Agreement, the Members shall not participate in the management of the Company's business and affairs or have any right or authority to act for or to bind the Company.

- (i) do any act in contravention of this Operating Agreement;
- (ii) do any act that would make it impossible to carry on the ordinary business of the Company;
- (iii) amend this Operating Agreement or the Articles of Organization of the Company;
- (iv) admit additional Members;
- (v) perform any act that would subject any Member to liability for the obligations of the Company in any jurisdiction;
- (vi) cause the Company to merge or consolidate with any other Person; or
- (vii) cause the dissolution of the Company; or
- (viii) sell, pledge or hypothecate all or substantially all of the Company's assets.

6.2 Meetings of Members. Meetings of the Members may be called by any Member, by delivering written notice to all other Members at least 15 and not more than 60 days prior to the scheduled meeting date. Members holding a Majority in Interest entitled to vote, represented in person (which may include telephone conference call) or by proxy, shall constitute a quorum at any meeting of Members. Each Member shall be entitled to one (1) vote for each one percent (1%) of Membership Percentage held by him. Any action of the Members that is required by this Operating Agreement or by any statute to be taken at a meeting of the Members, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof. Except as otherwise provided in this Operating Agreement the taking of any action or the approval of any matter by the Members (or any relevant group of Members) shall require the affirmative vote of a Majority in Interest of those Members entitled to vote thereon.

ARTICLE 7. BANKING: ACCOUNTING

7.1 Banking. The funds of the Company shall be kept in one or more separate bank accounts in the name of the Company in such banks or other federally insured depositories as may be designated by the Manager, or shall otherwise be invested in the name of the Company in such manner and upon such terms and conditions as the Manager deem appropriate. No funds shall be deposited in any of such accounts other than funds of the Company, and no funds shall be commingled with the Company's funds. All withdrawals from any such bank accounts or investments established by the Manager hereunder shall be made on such signature or signatures as may be designated by the Manager.

7.2 Financial and Operating Statements and Tax Information. Following the end of each Fiscal Year of the Company, the Manager, at the expense of the Company, shall prepare, or cause to be prepared, and deliver to each Member annual financial statements of the Company for such Fiscal Year. In addition, the Manager, at the expense of the Company, shall prepare and deliver to each of the Members, or shall cause to be prepared and delivered to each of the Members, promptly following the end of each Fiscal Year of the Company, an income tax information return containing sufficient information and data with respect to the operation of the Company for such Fiscal Year to enable such Member to prepare such Member's federal, state, and local income tax returns in accordance with then applicable laws, rules, and regulations. Upon request by any of the Members with respect to any Fiscal Year, the Company shall provide to such Member a copy of the federal and state income tax returns for the Company for such Fiscal Year.

7.3 Location of and Access to Books of Account and Other Information. The Company's books of account shall be kept at such locations as may be designated by the Manager, and each Member shall at all reasonable times during business hours have access thereto and the right to make copies thereof at such Member's expense.

7.4 Method of Accounting. The Company's books of account shall be maintained, and its income, gains losses, and deductions shall be determined and accounted for, in accordance with such method of accounting as may be adopted for the Company by the Manager.

7.5 Optional Audit. Any Member, at such Member's expense, may have any of the financial statements furnished to it by the Manager pursuant to Section 7.2 hereof, or the books of account maintained by the Manager, audited by a firm of certified public accountants selected by such Member; provided, however, that if a Majority in Interest of the Members request such an audit, such audit shall be at the expense of the Company. The Manager shall cooperate fully with any such firm of accountants in completing such audit.

ARTICLE 8. TRANSFER OF COMPANY INTERESTS.

8.1 ~~Transfer~~ Limitations.

(a) General. Except for Permitted Transfers and Transfers described in Section 8.3 hereof, no portion of a Member's Interest in the Company may be Transferred except (i) with the prior written approval of a Majority in Interest of the Non-Transferring Members; and (ii) in compliance with this Article 8.

(b) Permitted Transfers. Notwithstanding the provisions of subsection 8.1(a) above, a Member shall be permitted to Transfer his Interest in the Company without the prior approval of the Non-Transferring Members to a Permitted Transferee.

8.2 Transfer of a Member's Interest in the Company. Notwithstanding any implication to the contrary contained herein (except as provided in Section 8.3 hereof), no Transfer of an Interest in the Company, including any Permitted Transfer, shall be effective unless approved by a Majority In Interest of the Members and:

(a) the Transferring Member and the Transferee (i) execute, acknowledge and deliver to the Non-Transferring Members such instruments of Transfer and assignment as are in form and substance satisfactory to the Non-Transferring Members; and (ii) pay all costs, including, without limitation, legal expenses and administrative fees incurred by the Company in connection with such Transfer,

(b) the Transferee accepts and agrees in writing to be bound by all of the terms and provisions of this Operating Agreement;

(c) the Transfer (i) is exempt from the registration requirements of the Federal Securities Act; (ii) will not result in a violation of The Act, or of any applicable state blue sky or other securities laws; and (iii) will not cause a termination of the Company for federal income tax purposes under Code Section 708(b)(1)(B) (which shall, if requested by the Manager, be based on an opinion of counsel reasonably acceptable to the Manager); and

(d) all debts and obligations (if any) of the Transferring Member to the Company with respect to the Transferred Interest have been paid in full.

8.3 Death Incompetence or Dissolution. Subject to the Company's rights pursuant to Section 9.1 hereof, in the event of the death, incompetence or dissolution of a Member, such Member's rights and obligations under this Operating Agreement shall devolve upon such Member's personal representative or successor in interest (the "Successor") as a Transferee, and such Successor shall be an Economic Interest Owner unless and until such Successor becomes a substituted Member pursuant to Section 8.4(a) below. The Successor shall, promptly after any such event, deliver to the Members such documentation as the Members may reasonably require to evidence such succession in interest.

8.4 Treatment of Transferor and Transferee.

(a) **Substituted Member.** The Transferee of a Transferred Interest shall become a substituted Member of the Company if both of the following conditions are satisfied:

- (i) the Transfer is in compliance with Section 8.2 hereof; and
- (ii) the Transfer is a Permitted Transfer, or, a Majority in Interest of the Non-Transferring Members approve the Transfer in accordance with Section 8.1(a) if the Transfer is not to a Permitted Transferee.

(b) **Transferee.** Upon becoming a substituted Member pursuant to Section 8.4(a), the Transferee shall have the same Interest in the Company, the same rights in and to all distributions made by the Company in liquidation or otherwise, the same duties, including without limitation, duties to make contributions to the capital of the Company, and the same share of the Company's capital, profits, losses and other distributive tax items as the Transferring Member had, prior to such transfer, with respect to the Transferred Interest, and shall thereafter be treated as a "Member" of the Company for all purposes under this Operating Agreement. Unless and until a Transferee becomes a substituted Member, the Transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder, and any such transfer of all or part of a Member's Interest in the Company shall be effective only to give the Transferee the right to receive, as an Economic Interest Owner, the share of tax allocations and distributions to which the Transferring Member would otherwise be entitled.

(c) **Treatment of Transferring Member.** A Member that has Transferred all of its Interest in the Company shall cease to be a Member upon the Transfer of the Member's entire Interest in the Company and thereafter shall have no further powers, rights, and privileges as a Member hereunder, but shall, unless otherwise agreed by all of the Members or by operation of law, remain liable for all obligations and duties incurred as a Member.

(d) **Allocations Upon Transfer.** If any Interest in the Company shall be Transferred during an Allocation Year, the Profits and Losses allocable with respect to such Transferred Interest for such Allocation Year shall, as of the date of such Transfer, be allocated between the Transferring Member and the Transferee on the basis of the number of days in such Allocation Year each party was, according to the books and records of the Company, the owner of record of the Transferred Interest For purposes of this Section 8.4(d), an Allocation Year shall consist of three hundred sixty (360) days.

(e) **Ineffective Transfers.** Any Transfer not in accord with this Operating Agreement shall be void and ineffective as if such Transfer did not occur.

8.5 Additional Members. No Person shall be permitted to acquire an Interest in the Company directly from the Company as an original issuance or admitted as an additional

Member of the Company by reason of such issuance, (a) without the written consent of a Super Majority in Interest of the Members to the terms and conditions of such issuance and admission; including execution of this Operating Agreement; and (b) unless such issuance would comply with Section 8.2 hereof. Upon any such issuance and admission in accordance with this Section 8.5, the Person acquiring such Interest in the Company shall execute a counterpart of this Operating Agreement and become bound by its terms.

Deleted: (Imaginet should be blocked from selling their interest for 12 months (while MSI has the right to buy)).

8.6 First Refusal Rights. Except for (i) any Transfer by a Member to a Permitted Transferee or (ii) any Transfer from a Member to the Company pursuant to Section 9.1 hereof, all or any part of a Member's Interest in the Company proposed to be Transferred by a Member shall be subject to the right of first refusal contained in this Section 8.6.

(a) **Notice of Proposed Transfer.** The Transferring Member, prior to making any proposed Transfer of all or any part of such Transferring Member's Interest in the Company, shall first give Notice to the other Members of the proposed Transfer and the terms of the proposed Transfer (such notice being hereinafter referred to as the "First Offer Notice"). Such First Offer Notice shall constitute an offer by the Transferring Member to sell to the other Members all, but not less than all, of the Interest in the Company that the Transferring Member proposes to Transfer (the "Offered Interest") upon the terms and conditions set forth in the First Offer Notice. The last of the dates on which the First Offer Notice is deemed to be given to the Members is hereinafter referred to as the "Notice Date". Those Non-Transferring Members desiring to purchase all or a portion of the Offered Interest shall agree among themselves as to the portion of the Offered Interest to be purchased by each. In the absence of an agreement, each Non-Transferring Member desiring to purchase all or a portion of the Offered Interest shall be entitled to purchase a portion of the Offered Interest in the same ratio as the Member Ownership Percentage of such Non-Transferring Member bears to the collective Member Ownership Percentages of all Non-Transferring Members desiring to purchase all or a portion of the Offered Interest.

(b) **Notice of Acceptance.** The Non-Transferring Members shall have sixty (60) days from the Notice Date to purchase the Offered Interest. Such election shall be exercised by the giving of Notice of such exercise to the Transferring Member. No such exercise shall be valid unless said option to purchase has been exercised with respect to the entire Offered Interest.

(c) **Acceptance Offer: Closing.** Upon the acceptance by all or some of the Non-Transferring Members of the Transferring Member's offer, the Transfer of the Offered Interest from the Transferring Member to the purchasing Member(s) (the "Purchasing Member(s)") shall be closed and consummated in the principal office of the Company, on or before 11:00 A.M. local time on the ninetieth (90) day following the Notice Date (or, if such day is not a business day, the business day next following such day). At such closing, the Transferring Member shall execute and deliver all documents and instruments to the Purchasing Member(s) as are reasonably deemed appropriate by counsel to the Company to effectuate the Transfer. The Purchasing Member(s) shall

acquire the Offered Interest subject to the Transfer restrictions of this Operating Agreement as to further Transfers of all or any part of such Offered Interest.

(d) **Transfer to Third Party: Later Transfer.** If the Members fail to give timely notice of their desire to acquire the Offered Interest, then the Transferring Member shall be permitted to Transfer all, but not less than all, of the Offered Interest; provided, however, that such Transfer shall be made substantially in accordance with the terms of the proposed Transfer as described in the First Offer Notice; and provided further that such Transfer must be consummated prior to the one hundred eightieth (180th) day following the Notice Date; and provided further that such Transfer shall comply with all the terms and conditions of Article 8. The Transferee shall acquire the Offered Interest subject to all of the terms and provisions of this Operating Agreement, including without limitation, the Transfer restrictions and substitution provisions of this Article 8. In the event the Transferring Member fails, prior to such date, to consummate such proposed Transfer, then prior to any subsequent Transfer of all or any part of the Transferring Member's Interest in the Company, the Transferring Member shall be required to give the Members Notice thereof, and the right of first refusal provisions described in this Section 8.6 shall again be exercisable with respect thereto.

ARTICLE 9. WITHDRAWALS

9.1 Withdrawal of a Member. Each Member hereby covenants and agrees that it will not voluntarily withdraw from the Company and that it will carry out its duties and responsibilities as a Member of the Company until (a) the Company is dissolved, liquidated, and terminated pursuant to Article 10 hereof, or (b) it Transfers its entire Interest in the Company pursuant to Article 8 hereof. Notwithstanding the foregoing, upon an Event of Dissociation with respect to a Member (as hereinafter defined), the Company shall have the option to purchase the Interest in the Company of such Member, at a price equal to the fair market value of such Member's Interest in the Company as of the date of such Event of Dissociation. If the parties to such transaction cannot agree as to the fair market value of such Interest in the Company, the fair market value of such Interest in the Company shall be determined by an appraiser selected by the Manager. The cost of obtaining such appraisal shall be divided equally, with the Company paying for one-half of such cost and the seller of such Interest in the Company paying for the other half of such cost. The Company shall exercise such option by notifying the relevant Member (or, if applicable, its "Successor" as described in Section 8.3), in writing, within 90 days of the Event of Dissociation in question, of its election to purchase such Interest in the Company, which notice shall include reasonable terms and conditions for the consummation of such purchase. Notwithstanding the foregoing, if the Company declines to exercise its option as provided in this Section 9.1, then on the effective date of the relevant Event of Dissociation, the Member in question (or such Successor) shall become an Economic Interest Owner, unless and until, in the case of any such Successor, such Successor becomes a substituted Member pursuant to Section 8.4(a). For purposes hereof,

an "Event of Dissociation" shall mean, with respect to a Member, one or more of the following events:

- (i) a material breach by such Member of the terms of this Operating Agreement (including, without limitation, a failure to make an additional Capital Contribution required pursuant to Section 2.2 hereof); or
- (ii) such Member shall die or there shall be entered an order by a court of competent jurisdiction adjudicating such Member incompetent to manage her person or her property; or
- (iii) such Member, if an entity, shall dissolve or liquidate; or
- (iv) the bankruptcy or insolvency of such Member.

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9.2 Redemption of Withdrawing Member's Interest in the Company.

Notwithstanding any provision of the Act to the contrary, a withdrawing Member is not entitled to receive any amount from the Company in connection with such withdrawal except to the extent specifically provided in this Operating Agreement.

ARTICLE 10.

DISSOLUTION, LIQUIDATION, AND TERMINATION OF COMPANY

10.1 Dissolving Events. The Company shall be dissolved, liquidated and terminated in the manner hereinafter provided upon the happening of any of the following events:

- (i) the affirmative vote of all Members to terminate the Company;
- (ii) the sale by the Company of all or substantially all of its assets and the collection of all amounts derived from any such sale or sales, including all amount due or payable to the Company under any promissory notes or other evidences of indebtedness derived by the Company from any such sale or sales; or
- (iii) the entry of a decree of judicial dissolution of the Company.

10.2 Date of Termination. The Company shall be terminated when all of the Company's assets have been converted into cash, all promissory notes or other evidences of indebtedness derived by the Company from such conversion of its assets have been collected or otherwise converted into cash, and all such cash, together with any other cash held by the Company, has been applied and distributed in accordance with the provisions of Section 3.3 hereof. The establishment of any reserves pursuant to Section 3.4 shall not have the effect of extending the term of the Company, but any such reserves shall be

applied and distributed in the manner provided in such Section 3.3 hereof upon expiration of the period of such reserve.

ARTICLE 11. INVESTMENT REPRESENTATIONS

11.1 Investment Intent. Each Member hereby represents and warrants that the Interest in the Company being subscribed for and purchased by the Member is being acquired with the intent of holding the Interest in the Company for investment only and not with the intent of participating directly or indirectly in any distribution thereof.

11.2 Ability To Bear Risk. Each Member represents and warrants that Member is able to bear the economic risk of losing Member's entire investment in the Company, which investment is not disproportionate to Member's net worth, and that Member has adequate means for providing for Member's current needs and personal contingencies without regard to the investment in the Company. Each Member acknowledges that an investment in the Company involves a high degree of risk.

11.3 Informed Investment Decision. Each Member represents that (a) he has consulted with his attorneys and financial advisors regarding all financial, securities and tax aspects of the proposed investment in the Company and that such advisors have reviewed this Operating Agreement on such Member's behalf; (b) both he and his advisors have sufficient knowledge and experience in business and financial matters to evaluate the Company, to make an informed investment decision with respect to the investment in the Company, and to protect the Member's interest in connection with the Member's acquisition of an Interest in the Company without the need for additional information.

11.4 Unregistered Interests in the Company. In addition to the Transfer restrictions set forth in Article 8 above, each Member understands that Member must bear the economic risk of this investment for an indefinite period of time because the Interests in the Company are not registered under the Federal Securities Act, or the securities laws of any state or jurisdiction. Each Member has been advised that there is no public market for the Interest in the Company and that the Interests in the Company are not being registered under the Federal Securities Act on the basis that the transactions involving their sale are exempt from such registration requirements, and that reliance by the Company on such exemption is predicated in part on the Member's representations set forth in this Operating Agreement. Each Member acknowledges that no representations of any kind concerning the future intent or ability to offer or sell the Interests in the Company in a public offering or otherwise have been made to the Member by the Company or by any other Person. Each Member understands that the Company makes no covenant, representation or warranty with respect to registration of securities under the Securities Exchange of 1934, as amended, or its dissemination to the public of any current financial or other information concerning the Company. Accordingly, each Member acknowledges that there is no assurance that there will ever be any public market for the Interests in the Company, and that the Member may not be able to publicly offer or sell all or any portion thereof

ARTICLE 12. GENERAL PROVISIONS

12.1 **Waiver of Right of Partition.** Each of the Members does hereby agree to and does hereby waive any right such Member may otherwise have to cause any Property to be partitioned among the Members.

12.2 **Notices.** Whenever any Notice is required or permitted hereunder, such Notice shall be in writing and shall be (as elected by the party giving such Notice) (i) delivered in person, (ii) sent by U.S. registered or certified mail, return receipt requested, postage prepaid, (iii) sent by U.S. Express Mail, postage prepaid, (iv) delivered by Federal Express, UPS or other nationally recognized delivery company

(a) If to the Company:

W. James Mac Naughton
90 Woodbridge Center Drive
Suite 610
Woodbridge, NJ 07095

(b) If to the Members: To the address set forth below such Member's name on EXHIBIT "B" hereto, or any such other address that such Member has provided to the Company in writing.

12.3 **Modifications.** No change or modifications of this Operating Agreement shall be valid or binding upon a Member, nor shall any term or condition of this Operating Agreement be considered waived by a Member, unless such change, modification, or waiver is in writing and is signed by such Member.

12.4 **Binding Effect.** This Operating Agreement shall inure to the benefit of and shall be binding upon the Members, their respective legal representatives, Transferees, heirs, successors, and assigns.

12.5 **Duplicate Originals.** For the convenience of the Members, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument. Signatures may be delivered by telecopier.

12.6 **Time of Essence.** Time is of the essence of this Operating Agreement.

12.7 **Governing Law; Construction.** This Operating Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. The titles of the Articles, Sections, and Subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

12.8 Interpretation. Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

12.9 Severability. If any provision of this Operating Agreement or the application thereof to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Operating Agreement, or the application of such provision to parties or circumstances other than those to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

12.10 Entire Agreement. This Operating Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Operating Agreement may be executed electronically and the executions delivered electronically.

12.11 Inclusion of Economic Interest Owners. In sections of this Operating Agreement dealing with allocations, distributions, Transfers and other economic matters (but not including matters dealing with consents, voting rights, calculation of Membership Percentage or other matters strictly limited to Members), the term "Member" shall be deemed to also refer to and include Economic Interest Owners and the term "Interest in the Company" shall be deemed to also refer to and include Economic Interests.

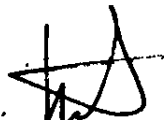
12.12 Drafting by Mr. Mac Naughton. This Operating Agreement and all of the documents related thereto have been drafted by W. James Mac Naughton, Esq. who is trustee for and a beneficiary of the W. James Mac Naughton Employee Profit Sharing Plan and Trust. The Company and Mr. Heron, jointly and severally in their personal capacities and as agents for any entity which claims an interest in the transactions covered by this Operating Agreement understand that Mr. Mac Naughton does not represent any of them, jointly or severally, in connection with those transactions or this Operating Agreement in his capacity as an attorney. Mr. Heron acknowledges and agrees that Mr. Mac Naughton does not represent Mr. Heron in Mr. Mac Naughton's capacity as an attorney, and that he has been advised that he should retain an attorney of his own choice in connection with this Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered THIS OPERATING AGREEMENT as of the

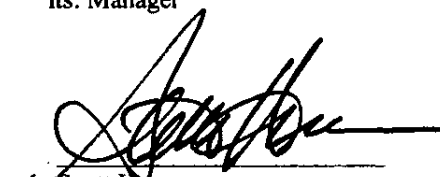
Effective Date: December 3, 2007

MEMBERS:

COMMON ANTENNA SYSTEMS, L.L.C.

By: 
W. James Mac Naughton

Its: Manager


Scott Heron

W. James Mac Naughton
Employee Profit Sharing Plan and
Trust

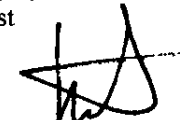

By W. James Mac Naughton, Trustee

EXHIBIT "A"

DEFINITIONS

For purposes of this Operating Agreement, each of the following terms has the meaning hereinafter provided (such meanings shall also be applicable to the plural use of such terms herein):

"Act" means the Limited Liability Company Act, as amended from time to time hereafter pursuant to which the Company is organized.

"Allocation Year" means (i) a Fiscal Year or (ii) any portion of a Fiscal Year for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article 3 hereof.

"Articles of Organization" means the Articles of Organization of the Company as filed with the Secretary of State of Florida, as the same may be amended from time to time.

"Capital Account" shall mean, with respect to each Member, a capital account established and maintained for such Member in accordance with Section 1.704-1(b)(2)(iv) of the Regulations.

"Capital Call Notice" has the meaning set forth in Section 2.2 hereof.

"Capital Contributions" means, with respect to each Member, the amount of money and the initial fair market value of any Property (other than money) contributed to the Company with respect to the Interest in the Company held or purchased by such Member. In the event an Interest in the Company is Transferred in accordance with the terms of this Operating Agreement, the Transferee shall succeed to the Capital Contributions of the Transferring Member to the extent such Capital Contributions relate to the Transferred Interest.

Capital Contributions. Class B Interests are listed on Exhibit B.

"Code" means the United States Internal Revenue Code of 1986, as amended from time to time. All references herein to specific sections of the Code shall be deemed to refer also to any corresponding provisions of succeeding law.

"Company" means COMMON ANTENNA SYSTEMS, L.L.C.

"Distributable Cash" means all cash, revenues and funds received by the Company, less the following to the extent paid or set aside by the Company: all amounts described in Section 3.4.

"Economic Interest" means a share of the allocations and distributions pursuant to this Operating Agreement and the Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

"Economic Interest Owner" means the owner of an Economic Interest who is not a Member.

"Effective Date" means the date this Operating Agreement is effective which is set forth above.

"Event of Dissociation" has the meaning set forth in Section 9.1 hereof.

"Federal Securities Act" means the United States Securities Act of 1933, as amended from time to time hereafter.

"Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

"Interest in the Company" means the ownership interest of a Member in the Company, including all rights, duties and obligations of being a Member in accordance with this Operating Agreement and the Act.

"Losses" has the meaning set forth in the definition of "Profits" and Losses."

"Majority in Interest" of any relevant group of Members, means those Members in such group owning more than fifty percent (50%) of the Interests in the Company owned by all of the Members in such group, to be calculated in accordance with the respective Membership Percentage of each Member in such group.

"Manager" shall mean the Person selected to manage the business and affairs of the Company, as set forth in this Operating Agreement.

"Member" means each of the entities designated as Members on EXHIBIT "B" hereto.

"Membership Percentage" means, with respect to each Member, the aggregate of interests owned by such Member divided by the aggregate interests owned by all Members. The Membership Percentage of each Member is listed on EXHIBIT "B" hereto, as may be amended from time to time.

"Non-Transferring Member" is each Member other than the Transferring Member.

"Notice" means a written notice required or permitted by this Operating Agreement that is given in the manner prescribed in Section 12.2.

"Permitted Transferee" means (i) a Member's spouse (ii) a Member's descendants (iii) a trust whose current income beneficiaries are a Member's spouse and descendants, (iv)

~~Deleted: "[~~

~~Deleted: 393~~

~~Deleted: Micro Source Entity]" means~~

~~Deleted: 393~~

~~Deleted: Micro Source Entity], L.L.C.~~

~~Deleted: "ImagiNet Investor Obligations" means the obligations secured by the investors' Liens as defined in the Purchase Agreement. ¶~~

~~Deleted: by the Members~~

another Member (v) an entity in which a Member holds the controlling interest, or (vi) a member of a Member if the Member is a limited liability company or (vii) a shareholder of a Member if the Member is a corporation.

"Person" means any individual person or any corporation, partnership (general or limited), limited liability company, limited liability partnership, joint venture, association, joint stock company, trust, or other business entity or organization.

"Profits" and "Losses" mean, for each Allocation Year, an amount equal to the Company's taxable income or loss for such Allocation Year, determined in accordance with Code Section 703(a).

"Property" means all real and personal property acquired by the Company, including cash, and any improvements thereto, and shall include both tangible and intangible property.

"Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such Regulations may be amended from time to time. All references herein to specific sections of the Regulations shall be deemed to refer also to any corresponding provisions of succeeding Regulations,

"Super Majority in Interest" of any relevant group of Members, means those Members in such group owning more than sixty percent (60%) of the Interests in the Company owned by all of the Members in such group, to be calculated in accordance with the respective Membership Percentage of each Member in such group.

"Support Agreement" means the agreement between the Company and MicroSource, Inc. for support services.

"Transfer" shall mean any action by a Member to sell, exchange, deliver or assign, dispose of, bequeath or gift, pledge, mortgage, hypothecate or otherwise encumber, transfer, or permit to be transferred, whether voluntarily, involuntarily, or by operation of law, all or any portion of the Member's Interest in the Company, now owned or hereafter acquired by such Member,

"Transferee" is a Person to whom a Transferred Interest is Transferred.

"Transferred Interest" is all or any part of a Transferring Member's Interest in the Company that a Transferring Member transfers, or proposes to Transfer.

"Transferring Member" is any Member who Transfers, or proposes to Transfer, all or any part of such Member's Interest in the Company.

Deleted: "Replacement Note" means any loan or obligation incurred by the Company in an amount necessary to repay the SVB Note at substantially the same interest rate and terms as the SVB Note.¶

Comment [MSOffice1]:

Deleted: "Secured Debt" means the loan agreement between Seller and Silicon Valley Bank dated on or about June 24, 2002, as amended January 7, 2003 ¶

Deleted: {

Deleted: 393

Deleted: Micro Source Entity}

Deleted: .

EXHIBIT "B"

**NAMES, CAPITAL CONTRIBUTIONS,
AND OWNERSHIP PERCENTAGES OF MEMBERS**

The name and address of each Member, the amount of cash agreed to be contributed by each Member, the Membership Percentage of each member, and the Economic Ownership Percentage of each Member is as follows:

	Interests			
	\$	%	\$	%
Mac				
Naughton				
Keogh				
Trust	15,000	50		
Heron	15,000	50		
Total	\$ 30,000	100%		

Biography of Scott V. Heron

Mr. Heron has worked in the telecommunications industry for twenty-seven (27) years. He has designed and installed telecommunications systems for Walt Disney World, Florida Power and Light and numerous cable television companies in Florida including, building wiring (pre and post construction), aerial and underground distribution and residential installations.

His work for Walt Disney included the design and installation of all cable facilities for the Grand Floridian Hotel, the Caribbean Beach Resort, the Dolphin and Swan Hotels, and Fort Wilderness. He also contracted with Bechtel International to install all systems operations to the MGM Studio Tour.

From 1990 to 2002, Mr. Heron owned and operated the largest private cable company in Orlando which he sold to the local cable company. Mr. Heron currently owns and operates the largest independent contractor for the installation of Dish Network antennas in Central Florida with a staff of over twenty (20) employees and highly trained and skilled technicians.

Mr. Heron is available at 321-695-1815 or scottvheron@cfl.rr.com

Main Identity

From: "Scott Heron" <ScottVHeron@cfl.rr.com>
To: "Scott V. Heron" <scottvheron@cfl.rr.com>
Sent: Tuesday, May 27, 2008 3:27 PM
Subject: "Unkown Verification"

Unknown

E-mail Address(es):
ScottVHeron@cfl.rr.com

----- Original Message -----

From: w.j.mac.naughton@att.net
To: **Unknown**
Sent: Monday, April 21, 2008 11:37 AM
Subject: Common Antenna

I have an offer on the table from some people I know that will get me out of this mess and, if you go along, put a few bucks in your pocket. They don't want their names known until we've finalized the paperwork so don't even bother to ask.

The deal is \$500 per sub as of 7/1/08 with a guaranteed minimum of 160 subs (the subs you billed in May). They are taking over all operations and expenses effective today and will be giving away basic for May. Hopefully this will increase the sub count for June.

I will consider splitting the proceeds 75 me/25 you but *if and only if* you don't fuck this up. I want you to stay away from Arden Villas, deposit any Common Antenna checks you receive in the McCoy Federal account, take no money out of the McCoy account, do not open any new company accounts and forward all phone calls and correspondence to the new service center number at 800-791-7165 and email freecable@att.net

By the way, you can forget about buying me out. I told Fairwinds Credit it would be a cold day in hell before I sold my share to you. I also told them you used the old Direct Cable tax ID number to open your account. Their comment was "interesting."

I'm throwing you a life preserver – which you don't deserve. Do the smart thing and take it. Fuck it up and I'll sell this thing despite you and you'll never see a dime.

"ATTACHMENT #5



**CENTURY BUSINESS
& FINANCIAL SERVICES**

801 Douglas Avenue, Suite 107 • Allamonte Springs, FL 32714
Tel: (407) 788-1770 • Fax: (407) 788-2731 • www.centuryfl.com

Russell F. Judge, ATA, ATP *
President

Monthly financial statements
Tax planning & preparation
Payroll services
Business counseling

MAY 13, 2008

SCOTT HERON
6025 PITCH PINE DRIVE
ORLANDO, FL 32819

DEAR SCOTT:

AS A FOLLOW UP TO OUR MEETING ON MAY 12, 2008, PLEASE BE ADVISED THAT A MEMBER OF AN LLC MAY TAKE DISTRIBUTIONS IN EXCESS OF THEIR CONTRIBUTIONS. THE EXCESS MONEY DISTRIBUTED IS CLASSIFIED AS INCOME TO THE INDIVIDUAL TAXPAYER. SINCE THIS DISTRIBUTION WAS TAKEN IN 2008 IT WILL BE REPORTED AS INCOME ON THE 2008 PERSONAL TAX RETURN, UNLESS THE MONEY IS CONTRIBUTED BACK TO THE LLC BEFORE THE END OF THE YEAR.

I HOPE THIS IS SATISFACTORY. IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL AT YOUR CONVENIENCE.

SINCERELY,


RUSSELL F JUDGE
PRESIDENT

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



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Detail by Entity Name

Florida Limited Liability Company

COMMON ANTENNA SYSTEMS, LLC

Filing Information

Document Number L07000101251
FEI Number 261285370
Date Filed 10/04/2007
State FL
Status ACTIVE
Effective Date 10/04/2007

Principal Address

1404 OVERLOOK DRIVE
ORMOND BEACH FL 32174 US
Changed 04/17/2008

Mailing Address

1404 OVERLOOK DRIVE
ORMOND BEACH FL 32174 US
Changed 04/17/2008

Registered Agent Name & Address

CANNON, THOMAS
1404 OVERLOOK DRIVE
ORMOND BEACH FL 32174 US
Name Changed: 04/17/2008
Address Changed: 04/17/2008

Manager/Member Detail

Name & Address

Title MR.

MAC NAUGHTON, WILLIAM J
150 JFK PARKWAY, SUITE 100 (WM)
SHORT HILLS NJ 07078 US

Title MGRM

W. JAMES MAC NAUGHTON KEOGH TRUST
150 JFK PARKWAY
SHORT HILLS NJ 07078 US

Annual Reports

Report Year Filed Date

2008 04/17/2008

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965-0166

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

Common Antenna Systems, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on October 4, 2007 and assigned
Florida document number L07000101251

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: Thomas Cannon

New Registered Office Address: 1404 Overbrook Drive
(Enter Florida street address)

Ormond Beach, Florida 32174-3937
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

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 relative 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. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

TH R C
(If Changing Registered Agent, Signature of New Registered Agent)

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

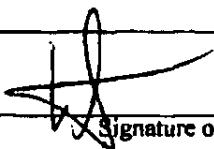
MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
<u>MGR</u>	<u>W. James Mac Naughton</u>	<u>150 JFK Parkway</u> <u>Suite 100</u> <u>Short Hills, NJ 07078</u>	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
<u>MGRM</u>	<u>W. James Mac Naughton, n</u> <u>Keogh Trust</u>	<u>150 JFK Parkway</u> <u>Suite 100</u> <u>MGR</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
<u>MGR</u>	<u>Scott V. Heron</u>	<u>6025 Pitch Pine Drive</u> <u>Orlando, FL 32819</u>	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Dated April 23, 2008



Signature of a member or authorized representative of a member

W. James Mac Naughton

Typed or printed name of signee

2008 MAY - 9 P 3 45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Main Identity

From: "Scott Heron" <ScottVHeron@cfl.rr.com>
To: "Bill Burhop" <BBurhop@IMCC-Online.org>
Sent: Monday, April 21, 2008 7:22 PM
Subject: Fw: Fw: Common Antenna

----- Original Message -----

From: w.j.mac.naughton@att.net
To: Scott Heron
Sent: Monday, April 21, 2008 2:48 PM
Subject: Re: Fw: Common Antenna

Any you don't have a fully executed operating agreement.

----- Original message from "Scott Heron" <ScottVHeron@cfl.rr.com>: -----

Mr. Mac Naughton,

I have received your communication of 11:37 AM, dated 11.21.2008. I am consulting the appropriate "Parties". I will respond to you as soon as possible. No further attempts to intimidate me will be successful. According to our jointly executed "Operating Agreement", dated, December 3, 2007, neither "Member" or "Ownership Party" is permitted to enter into any Agreement without Majority Consent.

At this time, you do not have my "Consent".

Sincerely,

Scott Heron

VP Operations
Common Antenna
6025 Pitch Pine Drive
Orlando, FL 32819
407.513.4988

----- Original Message -----

From: w.j.mac.naughton@att.net
To: Unknown
Sent: Monday, April 21, 2008 11:37 AM
Subject: Common Antenna

I have an offer on the table from some people I know that will get me out of this mess and, if you go along, put a few bucks in your pocket. They don't want their names known until we've finalized the paperwork so don't even bother to ask.

The deal is \$500 per sub as of 7/1/08 with a guaranteed minimum of 160 subs (the subs you billed in May). They are taking over all operations and expenses effective today and will be giving away basic for May. Hopefully this will increase the sub count for June.

I will consider splitting the proceeds 75 me/25 you but *if and only if* you don't fuck this up. I want you to stay away from Arden Villas, deposit any Common Antenna checks you receive in

the McCoy Federal account, take no money out of the McCoy account, do not open any new company accounts and forward all phone calls and correspondence to the new service center number at 800-791-7165 and email freecable@att.net

By the way, you can forget about buying me out. I told Fairwinds Credit it would be a cold day in hell before I sold my share to you. I also told them you used the old Direct Cable tax ID number to open your account. Their comment was "interesting."

I'm throwing you a life preserver – which you don't deserve. Do the smart thing and take it. Fuck it up and I'll sell this thing despite you and you'll never see a dime.

Main Identity

From: "Ronda Humphrey" <RHumphrey@eqrworld.com>
To: "Scott Heron" <ScottVHeron@cfl.rr.com>
Sent: Thursday, May 15, 2008 6:05 PM
Subject: RE: Arden Villas

Scott,

In regard to the Common Antenna situation at Arden Villa, I have turned over the matter to our Legal department. Both you and Jim MacNaughton can expect a communication in the next day or so.

Thank you,
Ronda
Ronda Humphrey
Equity Residential - Revenue Strategy
ph (480) 355 - 6433

From: Scott Heron [mailto:ScottVHeron@cfl.rr.com]
Sent: Thursday, May 15, 2008 7:08 AM
To: Ronda Humphrey
Subject: Arden Villas

Mr. Humphrey,

I am interested in having a Telephone conversation with you at your convenience.

I am available after 3:00 PM, EST, both today and tomorrow.

If you are interested you may contact me at 321.246.6789.

If you would prefer that I contact you, please provide me with a contact Telephone Number and a time that suits your schedule.

Respectfully,

Scott V. Heron
VP Operations
Common Antenna Systems, LLC
6025 Pitch Pine Drive
Orlando, FL 32819
407.513.4988-Direct Office
954.775.2776-Fax
scottvheron@cfl.rr.com

This email has been scanned by the MessageLabs Email Security System.
For more information please visit <http://www.messagelabs.com/email>

This email has been scanned by the MessageLabs Email Security System.

5/27/2008