

Law Offices

William A. Calvo, III
Attorney & Counselor-at-Law

William A. Calvo, III *

William A. Calvo, III, P.C. **

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May 9, 1995

DEPARTMENT OF STATE

Division of Corporations

P.O. Box 6327

Tallahassee, Florida 32314

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Attention Loria Poole, Corporate Specialist

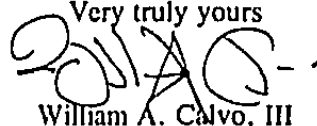
Re.: Organization of Diversified Corporate Consulting Group, L.C.

Dear Ms. Poole:

Enclosed please find three sets of articles of organization, including self contained registered agent appointments, for the above referenced limited liability company, one for filing and two to be returned bearing recording notations. A check in the amount of \$285 covering the costs of filing the subject documents and designating the registered agent is also enclosed.

Please return the copies of the filed documents directly to William A. Calvo, III, at 11355 Southeast 54th Avenue; Belleview, Florida 34420.

Very truly yours


William A. Calvo, III

55 MAY 22 AM 6:19

* Admitted only in the State of New York, the United States
Courts of Appeal for the Second, Fifth and Eleventh Circuits,
The United States District Courts for the Southern and Eastern Districts
of New York and the United States Tax Court

** A New York Professional Corporation

*** Unless otherwise indicated, please respond to this address

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May 19, 1995

DEPARTMENT OF STATE
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Attention Vickie Whitfield, Corporate Specialist

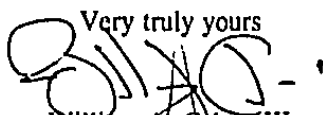
Re.: Organization of Diversified Corporate Consulting Group, L.C.
Response to Letter Number 595A00024472.

Dear Ms. Whitfield:

I have revised the form of affidavit previously provided, in accordance with the form enclosed in your letter dated May 12, 1995.

Enclosed again please find three sets of articles of organization, including self contained registered agent appointments, for the above referenced limited liability company, one for filing and two to be returned bearing recording notations. A check in the amount of \$285 covering the costs of filing the subject documents and designating the registered agent was previously provided.

Please return the copies of the filed documents directly to William A. Calvo, III, at 11355 Southeast 54th Avenue; Belleview, Florida 34420.

Very truly yours

William A. Calvo, III

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FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

May 12, 1995

WILLIAM A. CALVO, III
11355 SOUTHEAST 54TH AVENUE
BELLEVIEW, FL 34420

SUBJECT: DIVERSIFIED CORPORATE CONSULTING GROUP, L.C.
Ref. Number: W95000010147

We have received your document for DIVERSIFIED CORPORATE CONSULTING GROUP, L.C. and your check(s) totaling \$285.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

An affidavit is required pursuant to section 608.407(2), Florida Statutes, declaring the following: (1) the limited liability company has at least two members; (2) the actual amount of cash contributions; (3) the agreed value of any property other than cash contributed; and (4) the total amount of cash or property anticipated to be contributed by the members.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6052.

Vickie Whitfield
Corporate Specialist

Letter Number: 595A00024472

Articles of Organization
of
Diversified Corporate Consulting Group, L.C.

THE UNDERSIGNED, for the purpose of forming a limited liability company pursuant to Chapter 608, Florida Statutes, do hereby adopt the following Articles of Organization:

WITNESSETH:

ARTICLE I
NAME

The name of the Limited Liability Company is:

"Diversified Corporate Consulting Group, L.C."

ARTICLE II
DURATION

This Limited Liability Company shall exist for a period of 30 years commencing on the date this certificate is filed with the Florida Department of State, subject to earlier dissolution as hereinafter provided.

ARTICLE III
PURPOSES

This Limited Liability Company is organized for the purpose of transacting any and all lawful business.

ARTICLE IV
CAPITAL

4.1 General Provisions.

- 4.1.0 A capital account shall be maintained for each Member. Such account shall be credited with all contributions in cash by the Member and the Member's share of profits. Such

account shall be debited for all distributions to the Member and the Member's share of losses. Loans by a Member shall not be considered contributions to capital.

- 4.1.1 Any profits shall be allocated in an amount equal to the aggregate deficit in the Members' capital accounts to each Member in the same ratio as the deficit in such Member's capital account bears to the aggregate of all such deficits; any remaining profits shall be allocated among the Members in accordance with Section 4.1.3. In the event that by virtue of the preceding allocation (or otherwise) there are deficits in the capital accounts all such profits shall be allocated to capital accounts with deficits until such deficits are reduced to zero.
- 4.1.2 Losses shall be allocated according to Section 4.1.3 below until any capital account equals zero, and then to the remaining Members with positive capital accounts until all capital accounts equal zero and thereafter according to Section 4.1.3. It is the intention of this Section and Section 4.1.1 above, that positive and negative capital accounts shall not co-exist.
- 4.1.3 The profits, gains, losses, deductions and credits of the Members shall be determined for each fiscal year in accordance with the accounting method followed by this Limited Liability Company for Federal income tax purposes.

4.2 Reallocation of Profits, Gains, Losses, Deductions and Credits.

The profits, gains, losses, deductions and credits of this Limited Liability Company shall be allocated among the Members in proportion to their interests in the aggregate capital of this Limited Liability Company.

4.3 Allocation Among Owners of Successor Interest.

The profits, gains, losses, deductions and credits of the Members are allocable to a Member only if they are paid or incurred by the Limited Liability Company during the portion of the year such Member is a Member of the Limited Liability Company. As between a Member and that Member's transferee, the General Manager may, in his discretion, allocate all profit and loss among such Members ratably on a daily basis or may elect to treat Member's transferee acquiring his interest during the first 15 days of a month as having held it for the entire month and one acquiring an interest as a Member during the sixteenth through last days of any month as having acquired it on the first day of the following month.

4.4 Interpretation Covenant.

In the event that any indebtedness of the Limited Liability Company, including loans, if any, by the Members, should be deemed for Federal or State income tax purposes to be a contribution to the capital of the Limited Liability Company, the amounts of interest and the points or commitment fees paid with respect thereto shall, for Federal or State income tax purposes, be treated as guaranteed payments for the use of capital and shall be determined without

regard to the income of the Limited Liability Company. No other interest in the profits and losses of the Limited Liability Company shall be allocable to such contribution.

4.5 Order of Distributions.

All distributions of cash flow or profit to the Members by the Limited Liability Company shall be in the discretion of the Managing Member(s) but not less frequently than monthly, and, shall be made in the following order:

4.5.1 Distributions shall be first made in such amounts and to such Members as may be necessary so that the balances in the Members' respective capital accounts after such distributions shall be in proportion to the number of Units held by each Member.

4.5.2 Thereafter, distributions shall be made among the Members in proportion to their interests in the aggregate capital accounts, *inter se*.

4.6 Initial Capital

The Members shall contribute the initial sum of \$500 to the capital of this Limited Liability Company, as follows:

- (a) Cyndi Noyes Calvo shall contribute the sum of \$100; and
- (b) William A. Calvo, III, shall contribute the sum of \$100
- (b) William A. Calvo, III, as Trustee for William A. Calvo, IV, Alexander Nicholas Calvo and Edward Patrick Calvo, shall contribute the sum of \$300.

4.7 Additional Contributions

No Member shall be required to make any additional contributions to the capital of this Limited Liability Company, however, in the event that additional capital is required, Members may voluntarily contribute additional capital which shall be credited to their capital account and proportionately increase such Members' voting rights and rights to share in distributions of profits.

4.8 Withdrawal of Contributions

No capital contributions may be withdrawn or returned to Members, without the prior written approval of all of the Members, except in conjunction with a statutory liquidation of this Limited Liability Company.

ARTICLE V MEMBERS

5.1 Quorum & Voting

Unless otherwise provided for in the Limited Liability Company's Regulations, a majority of the Limited Liability Company's capital, represented in person or by proxy, shall be required to constitute a quorum at a Meeting of Members. Voting at a duly convened Meeting of Members shall be based on the relative interests of the Members' capital accounts, *inter se*.

5.2 Meetings

5.2.1 Meetings of the Members may be called by any Member, upon 15 days prior written notice to all other Members, all such meetings to be held at the Limited Liability Company's principal office during normal business hours. The notice must state the time for the meeting, the date thereof and the purpose for the meeting.

5.2.2 In addition to the foregoing, the Limited Liability Company's Members will meet on the first business day following the 15th day of July in each year, if required, to elect the Limited Liability Company's Managing Member(s) and to hold an annual general meeting of the Members. At such annual meeting, the Managing Member(s) will report on the prior year's operations and the coming years plans.

5.2.3 No minutes of Membership meetings shall be required, other than in conjunction with election of a Managing Member(s), if such an election is required.

5.3 New Members

New Members may be admitted to this Limited Liability Company upon their nomination by the Managing Member(s) and approval by the affirmative vote of the holders of a majority of the Limited Liability Company's capital.

5.4 Initial Members

The Initial Members of this Limited Liability Company and their mailing addresses are:

Cyndi Noyes Calvo
13355 Southeast 54th Avenue; Belleview, Florida 34420.

William A. Calvo, III
13355 Southeast 54th Avenue; Belleview, Florida 34420.

William A. Calvo, III, as Trustee for
William A. Calvo, IV, Alexander Nicholas Calvo and Edward Patrick Calvo
13355 Southeast 54th Avenue; Belleview, Florida 34420.

5.5 Right to Continue Business

The death of a Member will not terminate the existence of this Limited Liability Company, provided that the interest of such Member in this Limited Liability Company shall be purchased from the estate of the deceased Member by this Limited Liability Company, in the manner herein set forth. In the event that this Limited Liability Company fails to purchase the interest of a deceased Member in accordance with the provisions hereof, then, at the option of the estate of the Deceased Member, this Limited Liability Company shall be dissolved and liquidated in the manner provided by law.

ARTICLE VI SPECIAL INSURANCE PROVISIONS

6.1 Purchase of Policies.

This Limited Liability Company shall purchase and maintain life or key man insurance policies on the lives of the Members of this Limited Liability Company.

- 6.1.1 Subject to the requirements of Section 6.5, this Limited Liability Company shall be the beneficiary designated in each such policy.
- 6.1.2 The policies shall each initially be in the amount of \$20,000 (the "Benefit Amount"), however, this Limited Liability Company shall increase (but never decrease) the Benefit Amount pursuant to unanimous Member approval at each annual meeting of Members, as required to reflect any increase in the value of the Stock; *provided that*, if no agreement can be reached, the last agreed upon Benefit Amount shall be retained, increased (but never decreased) by a sum equal to the last agreed upon Benefit Amount multiplied by the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers - U.S. City Average - (1967 = 100) Unadjusted with reference to all items - all urban consumers, prepared by the Bureau of Labor Statistics of the United States Department of Labor (the "Consumer Price Index"), in effect on the valuation date divided by the Consumer Price Index in effect on the date of the last agreed upon valuation of the Benefit Amount.
- 6.1.3 Any publication by either the U.S. Department of Labor or the U.S. Department of Commerce in which the Consumer Price Index is published, shall be admissible in evidence in any legal or judicial proceeding involving these Articles of Organization without further proof of authenticity. In the event the U.S. Department of Labor ceases to prepare and publish the Consumer Price Index, the adjustments in the Benefit Amount thereafter shall be according to the most closely comparable commodity index

published by the U.S. Department of Labor; and if such is not determined by that Department, then the most closely comparable commodity index as determined by agreement of the Parties; and in the absence of agreement, then as determined by arbitration in accordance with the then existing rules of the American Arbitration Association for arbitral proceedings in which three arbitrators hear the cause.

6.2 Obligations to Insureds.

This Limited Liability Company shall provide each insured Member with true copies of all insurance policies acquired by this Limited Liability Company pursuant to Section 6.1 hereof; shall pay all required premiums thereon on or before their due dates; and, shall provide the insured Member with proof of premium payments within twenty (20) days after each premium payment due date. If any premium payment is not paid by this Limited Liability Company when due, the insured Member shall have the right to pay such premium on behalf of this Limited Liability Company and shall thereafter be entitled to reimbursement from this Limited Liability Company, on demand.

6.3 Exercise of Rights.

While these Articles of Organization is in force, this Limited Liability Company shall not exercise any rights of ownership over the insurance policies without the consent of the Members, but rather, will follow all of the unanimous legal instructions of the Members with respect thereto; provided, however, that this Limited Liability Company shall be entitled to all dividends, if any, payable by the insurer to the owner of the insurance policies not in excess of sums required to pay the insurance policy premiums.

6.4 Information.

This Limited Liability Company hereby agrees to direct the issuer (and agrees to execute any instruments required to give effect to such direction) of each insurance policy purchased or maintained by this Limited Liability Company pursuant to Section 6.1 hereof, to give each Member, upon such Member's written request, any information pertaining to the status of the insurance policies, including, without limitation, notices of any defaults thereunder.

6.5 Purchase Option.

Upon the termination of a Member's relationship with this Limited Liability Company as a consequence of the sale of all of his interests herein to a third party, this Limited Liability Company shall, in consideration for the sum of Ten Dollars (\$10.00), upon such Member's written request, assign all of its right, title and interest as owner of any policies insuring such Member's life and shall execute any and all instruments necessary to effect such assignment.

ARTICLE VII TRANSACTIONS IN SECURITIES

7.1 General Restriction.

The Members may not transfer, assign, pledge, encumber, hypothecate, or in any manner engage in transactions in the interests herein owned by them without the prior written consent of the other Members, except as hereinafter provided.

7.2 Right of First Refusal.

If a Member wishes to sell his interests herein to a third party and has received a bona-fide written offer from a third party for the purchase of his interests herein, such Member may sell his interests herein only if such written offer is transmitted to the other Members by certified or registered mail, return receipt requested ("Notice of Offer") and the other Members are given the opportunity for a period of thirty (30) days from receipt thereof to either purchase such interests herein ("Right of First Refusal"; the Member desiring initially to sell his interests herein being hereafter referred to as the "Offeror Member" and the Members to whom written notice of the offer is provided being hereinafter referred to as the "Offeree Members"). In the event that during such thirty (30) day period the Offeree Member provides the Offeror Members with written notice of intention to exercise the Right of First Refusal, the Offeror Member shall thereupon tender his interests herein to the Offeree Members, subject to concurrent compliance by the Offeree Members with the terms contained in the third party offer; *provided, however*, that to the extent the terms contained in such third party offer cannot be performed by the Offeree Members due to the personal nature of the third party offer, the Offeree Members may substitute performance of equal value in the manner most closely resembling the terms of the third party offer which the Offeree Members are capable of rendering.

7.3 Right to Sell.

In the event the Offeree Members do not exercise their Right of First Refusal the Offeror Member may accept the third party offer, provided such offer is closed on and the subject interests herein is effectively transferred to such third party on or before the end of the tenth day after the Offeree Members have acquiesced in such transfer or lost their Right of First Refusal with reference to such specific transaction through non-exercise thereof. Nothing in the preceding sentence, however, shall prevent an Offeror Member from resubmitting a third party offer to the Offeree Members after expiration of such ten day period, whereupon the entire offer sequence shall be repeated.

7.4 Purchase of a Deceased Member's interests herein.

Upon the death of any Member (a "Deceased Member"; the remaining Members being referred to hereinafter as the "Surviving Members"), the Personal Representative of the estate of the Deceased Member shall offer to sell the Deceased Member's interests herein to any

Surviving Member who desires to purchase it, *pro rata*, or if the Surviving Members do not desire to purchase it, to this Limited Liability Company, at a price equal to the sum of three times the average of this Limited Liability Company's taxable income, as determined for federal income tax purposes during the immediately preceding four Corporate fiscal years plus the average fair market value of the compensation either received from or payable by this Limited Liability Company to the Members, in whatever capacity, during the immediately preceding fiscal year, divided by a fraction whose numerator shall be the book value of the interests owned by the Deceased Member and whose denominator shall be the aggregate book value of the interests in this Limited Liability Company owned by all of the Members; *provided that*, in the event the Personal Representative's offer is not accepted in writing ("Acceptance Notice") by any of the Surviving Members within thirty (30) days after receipt of a written notice of offer ("Survivor's Option Notice") from the Personal Representative and within fifteen (15) days after receipt by this Limited Liability Company of a written notice from the Personal Representative to the effect that the Surviving Members have not elected to purchase all of the Deceased Member's interests herein ("Corporate Option Notice"), then the Personal Representative may, subject to compliance with the requirements of Sections 7.1 but not 7.2 hereof, either: (1) sell the the deceased Member's interest to a third party; (2) distribute it to the Deceased Member's heirs or beneficiaries; or (3) require this Limited Liability Company to purchase the Stock, at a price equal to the insurance benefit received by this Limited Liability Company under the terms of any life insurance policy on the life of the Deceased Member, including without limitation, any of the policies required as provided for in Article Six hereof.

7.5 Payment for Deceased Member's interests herein.

Payment for the interests herein of a Deceased Member purchased by the Surviving Member or this Limited Liability Company shall be in cash, or by certified or official bank check or checks, tendered to the representative of the estate of the Deceased Member within the latter to occur of twenty (20) days after receipt by the Personal Representative of an Acceptance Notice from either the Surviving Member or this Limited Liability Company, *provided, however*, that such payment may, at this Limited Liability Company's option, be delayed until the fifth business day following receipt by this Limited Liability Company of payment of the insurance benefits described in Article Six, this Limited Liability Company being required to use all reasonable efforts to secure such payment at the earliest possible time.

7.6 General Restrictions.

- 7.6.1 No transfer of the interests herein shall be valid unless the transferee has first become a party to these Articles of Organization, and the Parties hereby agree to cause these Articles of Organization to be amended to permit a transferee acquiring the Stock in accordance with the provisions of these Articles of Organization to become a party hereto.
- 7.6.2 No transfer of interests herein by the Members shall be valid unless effected in full compliance with all applicable laws, including, without limitation, all federal and ap-

pliable state securities laws, regulations and rules, and in compliance with the provisions of these Articles of Organization.

ARTICLE VIII

INITIAL REGISTERED OFFICE, REGISTERED AGENT & PRINCIPAL ADDRESS

8.1 Registered Office & Registered Agent.

The street address of the initial registered office of this Limited Liability Company is 11355 Southeast 54th Avenue; Belleview, Florida 34420, and the name of the initial registered agent of this limited liability company at such address is William A. Calvo, III.

8.2 Principal Office & Mailing Address

The Limited Liability Company's initial principal office address and initial mailing address will be 11355 Southeast 54th Avenue; Belleview, Florida 34420.

ARTICLE IX

MANAGEMENT

9.1 Managing Member(s)

This Limited Liability Company shall be managed by William A. Calvo, III, who shall serve as the Managing Member until removed by a vote of the Members holding 55% of the interests in this Limited Liability Company. In the event that Mr. Calvo is removed, then a new Managing Member shall be elected in his or her place by the Members on an annual basis; however, in the event that the Members fail to hold an election, the serving Managing Member shall continue in office until a successor is elected, qualified and assumes his or her office.

9.2 Officers

The Managing Member(s) may designate one or more persons as officers of this Limited Liability Company and may delegate to them any portion of his management functions and authority, however, all such officers shall serve at the pleasure of the Managing Member(s). The Managing Member(s) may devise such titles as they deem appropriate for the officers appointed by them.

9.3 Governance

The Managing Member(s) shall be authorized to promulgate and amend regulations providing for the governance of this Limited Liability Company, including amendments to these Articles of Organization, provided that such regulations or amendments must be ratified

by holders of not less than 51% of the aggregate voting interests in this Limited Liability Company.

ARTICLE VIII ORGANIZERS

The names and addresses of the Limited Liability Company's organizers are:

Cyndi Noyes Calvo
11355 Southeast 54th Avenue; Belleview, Florida 34420;

William A. Calvo, III
11355 Southeast 54th Avenue; Belleview, Florida 34420; and

William A. Calvo, III, as Trustee for
William A. Calvo, IV, Alexander Nicholas Calvo and Edward Patrick Calvo
11355 Southeast 54th Avenue; Belleview, Florida 34420.

ARTICLE IX INDEMNIFICATION

The Limited Liability Company shall indemnify its officers, Managing Member(s) and authorized agents for all liabilities incurred directly, indirectly or incidentally to services performed for the Limited Liability Company, to the fullest extent permitted under Florida law existing now or hereinafter enacted.

ARTICLE X LIMITATION ON MEMBER SUITS


Members shall not have a cause of action against the Limited Liability Company's Officers, Managing Member(s) or agents as a result of any action taken, or as a result of their failure to take any action, unless deprivation of such right is deemed a nullity because, in the specific case, deprivation of a right of action would be impermissibly in conflict with the public policy of the State of Florida. The fact that this Article shall be inapplicable in certain circumstances shall not render it inapplicable in any other circumstances and the Courts of the State of Florida are hereby granted the specific authority to restructure this Article, on a case by case basis or generally, as required to most fully give legal effect to its intent.

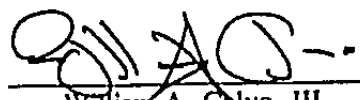
ARTICLE XI
EMPLOYMENT OF MEMBERS

In the event that this Limited Liability elects to engage the services of Members as employees, it will enter into written employment agreements therewith in order to avoid misunderstandings concerning allocations of payments between wages and distributions of profits.

* * *

IN WITNESS WHEREOF, I have subscribed my name this 9th day of May, 1995.


Cyndi Noyes Calvo
Organizer

By: 
William A. Calvo, III
Organizer

William A. Calvo, III, as Trustee for
William A. Calvo, IV, Alexander Nicholas Calvo and Edward Patrick Calvo

By: 
William A. Calvo, III, Trustee
Organizer

REGISTERED AGENT'S ACCEPTANCE OF APPOINTMENT

THE UNDERSIGNED being familiar with the duties and responsibilities of a registered agent, hereby accepts appointment as registered agent for Diversified Corporate Consulting Group, L.C.


William A. Calvo, III

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Affidavit of Membership & Contribution

THE UNDERSIGNED MEMBER of Diversified Corporate Consulting Group, L.C., being organized as a limited liability company pursuant to Chapter 608, Florida Statutes, deposes and says:

1. The above named limited liability company has at least two members, being Cyndi Noyes Calvo, William A. Calvo, III (the undersigned), and, The Calvo Family Trust, through William A. Calvo, III, its current trustee.
2. The total amount of cash contributed by the members as the initial capital of Diversified Corporate Consulting Group, L.C., is the sum of \$500.00.
3. There is no property other than cash being contributed by members.
4. The total amount of cash and property anticipated to be contributed by members is \$500. This total includes amounts from 2 and 3 above.

FURTHER AFFIANT SAYETH NOUGHT.

Dated: May 17, 1995.



William A. Calvo, III
Managing Member

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

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