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Law Offices

NATHAN A. SCHWARTZ, P.A.

5255 North Federal Highway
Third Floor
Boca Raton, Florida 33487
Phone: (407) 241-6355

February 14, 1996

Secretary of State
Capital Building
P.O. Box 6327
Tallahassee, Florida 32314

ATTENTION: DIVISION OF CORPORATIONS

Re: A.D.W. COMMUNICATIONS

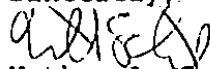
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Dear Sir/Madam:

Please accept for filing Articles of Organization for A.D.W. COMMUNICATIONS LIMITED LIABILITY COMPANY. Also enclosed is the filing fee of 346.25.

Please forward the certified copy to this office.

Sincerely,


Nathan A. Schwartz
For the firm

~~###MER~~
MGL

2/29/96


ARTICLES OF ORGANIZATION OF
A.D.W. COMMUNICATIONS
A FLORIDA LIMITED LIABILITY COMPANY

FILED
FEB 29 11 51 AM '96
SECRETARY OF STATE
ALBANY, N.Y.

These Articles of Organization entered into on February 14, 1996 by PAUL M. ROACH and CYNTHIA J. ROACH (the "Initial Members"), who agree as follows: The Initial Members intend These Articles to result in the creation of a limited liability company under the laws of the State of Florida.

After the deaths or resignations of both PAUL M. ROACH and CYNTHIA J. ROACH, these Articles shall be in full force and effect until amended by majority vote of all the members of the limited liability company. Notwithstanding the above, while either or both PAUL M. ROACH and/or CYNTHIA J. ROACH are alive, these Articles may only be amended with their prior written consent, unless this provision is waived by them in writing or either or both of them have resigned.

1.1 Name.

The name of the company is A.D.W. COMMUNICATIONS LIMITED LIABILITY COMPANY (hereinafter the "Company").

1.2 Period of Duration

The Company's period of duration shall be thirty (30) years unless sooner terminated as provided herein.

1.3 Registered Office and Agent

The registered office of the Company is Nathan A. Schwartz, P.A., 5255 N. Federal Highway, Third Floor, Boca Raton, Florida 33487.

The Company's agent for service of process is Nathan A. Schwartz.

1.4 Mailing Address

The mailing address of the Company is 20423 State Road 7, Suite 483, Boca Raton, Florida 33498.

1.5 Purpose -- General

The Company is organized for the purpose of transacting any lawful business.

1.6 Powers

The powers, duties, and obligations of the Company are to:

- (A) Sue and be sued, complain and defend, and participate in administrative and other proceedings in its name;
- (B) Purchase, take, receive, lease, acquire, own, hold, improve, use, and otherwise

deal in and with real or personal property, or an interest in such property, wherever situated;

- (C) Sell, convey, assign, encumber, mortgage, pledge, lease, exchange, transfer, and

otherwise dispose of all or any part of its property and assets;

- (D) Lend money to and otherwise assist its members and employees, except as

otherwise provided in these Articles;

(E) Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use,

employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests or obligations of (i) other limited liability companies, (ii) domestic or foreign corporations, (iii) associations, (iv) general or limited partnerships, (v) individuals, or (vi) direct or indirect obligations of the United States or of any government, state, territory, governmental district, or municipality, or of any instrumentality of any of them;

(F.) Make contracts and guarantees, incur liabilities, borrow money at such rates of interest as the Company may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any part of its property, franchises, and income;

(G) Lend money for its proper purposes, invest and reinvest its funds, and take and hold real and personal property for the payment of funds so loaned or invested. To this end, the Company may lend money to or guarantee any obligation of, or otherwise assist an officer or other employee of the Company or of its subsidiary or subsidiaries, if any, including any officer or employee who is a manager of the Company or a subsidiary, whenever, in the judgment of the managers, such loans, guaranty or assistance may reasonably be expected to benefit the Company. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the managers shall approve, including, without limitation, a pledge of certificates of the Company.

(H) Conduct its business, carry on its operations, and have powers herein set forth in

any state, territory, district, or possession of the United States or in any foreign country;

(I) Elect managers and appoint agents of the Company, define their duties and fix their compensation;

(J) Make and alter agreements, not inconsistent with its Certificate of Formation or

with the laws of this State, for the administration and regulation of the affairs of the Company;

(K) Indemnify a member or manager or former member or manager of the Company;

(L) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is organized; and

(M) Become a member of a general partnership, limited partnership, joint venture, or similar association, or any other limited liability company.

2.1 Managers

(A) Control of the Company's business and affairs shall be initially vested in the Initial Managers alone who shall be PAUL M. ROACH and CYNTHIA J. ROACH. Should either PAUL M. ROACH or CYNTHIA J. ROACH die, resign, be unable or unwilling to act, then the survivor of them shall act as manager alone;

(B) The names and addresses of the Initial Managers are: PAUL M. ROACH and

20423 State Rd 7, #483 BCCM
CYNTHIA J. ROACH both residing at ~~9 Saddle Court, Tinton Falls, New~~ RATION,
~~2553~~ these Initial Managers shall serve until their deaths or resignation; 33498

- (C) Each manager shall meet the following qualifications:
Be at least eighteen (18) years of age and a United States citizen;
- (D) After the deaths or resignations of both PAUL M. ROACH and CYNTHIA J. ROACH, the number of managers may be changed from time-to-time by vote of a majority of the members of the Company. After the deaths or resignations of both PAUL M. ROACH and CYNTHIA J. ROACH, the position of manager may be eliminated altogether by consent of all the members as decided by the members at the time the position of manager is eliminated;
- (E) Vacancies and newly created managerial positions resulting from any increase in the authorized number of managers may be filled by a vote of a majority of the managers then in office, even though constituting less than a quorum, or by a sole remaining manager. The managers so chosen shall hold office until their successors are duly elected and qualified, unless sooner displaced. If there are no managers in office, an election of managers shall be held by the members;
- (F) The business of the Company shall be conducted by its managers, who may exercise all such powers of the Company and do all such lawful acts as are not, by statute or by other provisions of these Articles, prohibited to managers or required to be exercised or done by members;
- (G) A manager of the Company who is present at a meeting of the managers at which action on any Company matter is taken or who is absent but has notice of the action by certified mail is presumed to have assented to the action taken unless the manager's dissent is entered in the minutes of the meeting, a written dissent is given to the person acting as secretary of the meeting before adjournment, or a dissent is forwarded by certified mail to the secretary of the Company immediately after adjournment of the meeting or within seven (7) days after written notification of the action is given to the manager by certified mail. The objection is deemed made when mailed by certified mail. This right to dissent does not apply to a manager who voted in favor of the action;
- (H) The first meeting of each newly elected board of managers shall be held at such time and place as shall be fixed by majority vote of the members at the meeting where the board of managers was elected. No notice of this meeting to the newly elected managers shall be necessary, provided a quorum of managers is present. In the event that the members fail to fix the time or place for their first meeting of the newly elected board of managers, the meeting may be held at such time and place as shall be specified in a notice given as provided in Paragraph (J) below for special meetings of the board of managers or as shall be specified in a written waiver signed by all of the managers;
- (I) Regular meetings of the managers may be held without notice at such time and at such place as shall from time-to-time be determined by the board;
- (J) Special meetings of the managers may be called by any manager one (1) day's notice to each other manager, either personally, by mail (including electronic mail), or by telegram;
- (K) At all meetings of the board, a majority of the managers constitutes a quorum for transaction of business. The act of a majority of the managers present at any meeting at which there is a quorum shall be the act of the managers, except as may be otherwise specifically provided by them. If a quorum is not

present at any meeting of the managers, the managers present may adjourn the meeting without notice other than announcement at the meeting and the meeting shall remain adjourned until a quorum is present, at which time it shall be re-convened;

- (L) Unless otherwise restricted by these Articles or by the members, any action required or permitted to be taken at any meeting of the board of managers or committee of the board may be taken without a meeting if all members of the board or committee consent in a writing filed with minutes of the proceedings reflecting any action taken;
- (M) Managers may participate in a board meeting by means of a telephone conference call or similar communications technique that allows all participants in the meeting to communicate with each other. Participation in a meeting pursuant to this provision shall have the same effect as presence in person at the meeting;
- (N) When called for by a vote of a majority of the members, the managers shall present at each regularly scheduled meeting and at any special meeting of the members a full and clear statement of the business and condition of the Company;
- (O) No loans shall be contracted on behalf of the Company and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of all the managers. Such authority may be general or may be confined to specific instances;
- (P) The Company may lend money to managers and members upon approval by a majority of the managers. A manager may act as a guarantor for the Company and may provide collateral for the transaction of business with the Company. No contract or transaction between the Company and any of its managers or members shall be void or voidable for that reason; and
- (Q) The managers of the Company shall be indemnified and held harmless as provided in Subsection 2.6 below.

2.2 Election of Managers

At the first meeting of members after the deaths or resignations of both PAUL M. ROACH, and CYNTHIA J. ROACH, members shall elect two (2) managers, to hold office until the members decide to meet to elect new managers. Each manager shall hold office for the term for which elected and until a successor has been elected and qualified.

2.3 Vacancies

Any vacancies occurring on the board of managers shall be filled by written agreement of a majority of the remaining managers. A manager so chosen shall serve the remaining unexpired term of the predecessor in of fine. Any manager's position to be filled by reason of an increase in the number of managers shall be filled by written agreement of a majority of the managers then in of fine or by election at a regularly scheduled meeting or special meeting of the members called for that purpose. A manager chosen to fill a position resulting from an increase in the number of managers shall hold office until the next regularly scheduled meeting of members and until a successor has been elected and qualified.

Provided neither PAUL M. ROACH nor CYNTHIA J. ROACH is a manager, at a meeting of the members called expressly for that purpose, all managers or any lesser number maybe removed, with or without cause, by a majority vote of the members of the Company.

2.4 Compensation of Managers

PAUL M. ROACH and CYNTHIA J. ROACH, as a duly elected and qualified managers of Company, may for the duration of the period that either or both are managers receive compensation for their services as managers.

2.5 Indemnification of Managers

- (A) The Company shall indemnify its managers against liability incurred in any proceeding in which the manager is made a party because of the status of manager of this Company if the manager acted in good-faith, reasonably believed that conduct in the manager's official capacity was undertaken in the Company's best interests or that, in all other cases, the manager's conduct was not opposed to the Company's best interests, and, in the case of any criminal proceeding, the manager had no reasonable cause to believe the conduct engaged in was unlawful;
- (B) The Company shall indemnify a manager who was wholly successful in defense of any proceeding to which the manager was a party against reasonable e including legal fees, incurred by the manager with respect to the proceeding;
- (C) A manager who is or was a party to a proceeding may apply for enforcement of this indemnification provision to the court conducting the proceeding or to another court of competent jurisdiction;
- (D) The Company shall pay for or reimburse the reasonable expenses incurred by a manager who is a party to a proceeding in advance of the final disposition of the proceeding if the manager furnishes the Company with a written affirmation of the manager's good-faith belief that the above-required standards of conduct have been met. If the manager furnishes the Company with a written undertaking executed personally or on the manager's behalf, to repay the advance if it is later determined that the manager did not, in fact, act in accordance with the above standards of conduct, and if a determination is made that the facts then known to those making the determination would not preclude indemnification; and
- (E) Any indemnification or advance of expenses to a manager in accordance with this section, if arising out of a proceeding by or on behalf of the Company, shall be reported in writing to the members with or before notice of the next members meeting.

3.1 Members

The Initial Members of the Company acquire their respective interests in the Company upon filing of the Certificate of Formation with the Secretary of State or when the Company's records reflect that the Initial Members are members of the Company, whichever is later. No member shall acquire an interest in the Company until full payment for the interest has been made and received.

- (A) After the Company is formed, a person acquiring an interest in the Company is admitted as a member, if the interest was acquired directly from the Company, upon payment of the required consideration for the interest, if any, upon consent of all members, and when the admission is reflected in the Company's records;
- (B) Each member shall have voting interest proportional to the member's share of

the profits and losses of the Company as set forth in (C), below.

Notwithstanding this provision, no member shall be entitled to vote on any matter until either the deaths or resignations of both PAUL M. ROACH and CYNTHIA J. ROACH; and

- (C) Each member shall have a share of the principal and income and profits and losses of the Company in proportion to their respective interest in the Company. The interest of the Initial Members is 50% each.

3.2 Dividends and Distributions

- (A) Dividends and distributions to members may be declared by the managers at any regular or special meeting. No dividends or distributions may be paid in other than cash. Upon becoming entitled to receive a distribution, the member may assert creditor rights and remedies against the Company but those creditors asserting right of payment against the Company for debts incurred in the operation of the Company shall be assigned priority over member claims. No distribution may be made to the extent that, at the time of the distribution and after giving effect to it, all liabilities of the Company, other than liabilities to members on account of their Company interests and liabilities for which the recourse of creditors is limited to specified property of the Company, exceed the fair value of the assets of the Company, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to the extent that the fair value of that property exceeds that liability; and
- (B) Before payment of any distribution, there shall be set aside out of any funds of the Company available for distributions such sums as the managers in their discretion think proper as a reserve to meet contingencies, for equalizing distributions, for repairing or maintaining any property of the Company, or for such other purpose as the managers think conducive to the interests of the Company. The managers may modify or abolish such reserve in the manner in which it was created.

Meetings of Members

- A) Meetings of members may be held at any appropriate place or, in the alternative, by telephone conference call or other electronic communications technique allowing each member to participate effectively in the meeting. If no other place or method is agreed upon and stated, meetings of the members shall be held at the registered office of the Company;
- (B.) At least one (1) meeting of the members shall be held each calendar year;
- (C) Special meetings of the members may be called by any manager or managers, but not fewer than two (2) entitled to vote are required for the calling of a special meeting of the members; and
- (D) Whenever a vote of the members is required in connection with the taking of any Company action, the meeting and vote of the members may be dispensed with if all the members who would have been entitled to vote shall consent in writing to the action taken;

3.4 Notice of Meetings of Members

- (A) Written notice stating the place, day, and hour of the meeting and, in the case

of a special meeting, the purpose for which the meeting is called, shall be delivered not less than ten (10) and not more than thirty (30) days before the date of the meeting, either personally, by mail, or by electronic data transferral, by or at the direction of any manager or person calling the meeting to each member of record entitled to vote at the meeting;

- (B.) Notice to members, if mailed, shall be deemed delivered when deposited in the United States mail, addressed to the member, with postage prepaid. If, however, three (3) successive letters mailed to the last-known address of any member are returned as undeliverable, no further notices to such member shall be necessary until another address for the member is made known to the Company; 12
- (C) When a meeting is adjourned to another time or place, notice need not be given of reconvention of the meeting if the time and place thereof are announced at the meeting where the adjournment is taken. At the reconvened meeting, the members may transact any business that might have been transacted at the adjourned meeting. If the adjournment is for more than thirty (30) days, notice of the reconvened meeting shall be given to each member entitled to vote at the meeting;
- (D) A waiver of notice signed by the member entitled to notice acts as sufficient notice for purposes of these Articles; and
- (E) By attending a meeting, a member waives objection to lack of notice or defective notice unless the member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting and waives objection to consideration at the meeting of a particular matter not Within the purposes described in the meeting notice unless the member objects to the consideration of the matter at the time it is presented. Attendance shall include participation by telephone conference call or other electronic means of data transmittal.

3.5 Voting

- (A) Except as otherwise provided herein, in addition to those listed elsewhere in these Articles, members shall be entitled to vote on the following matters and in accordance with the following particulars:

- (i) admission of new members,
- (ii) mergers and consolidations; and
- (iii) election of managers.

The managers may, in their discretion, add matters to this list by majority vote and the members also may add specific matters of which member approval is required. This may be done at any meeting and requires a majority vote of those members entitled to vote, even though a criterion is established that approval of the newly listed matter will require more than a majority approval;

- (B) Any member may vote in person or by proxy; and
- (C) A majority of the members entitled to vote on a particular matter shall constitute a quorum for purposes of voting on that matter, although no business may proceed at a meeting of members where a majority of all members who will be entitled to vote on any matter to be decided on at the meeting is not present. The holder or holders of a proxy are to be counted separately even if the holder or holders is also entitled to cast a vote or votes on behalf of a

Company interest owned by the holder or holders of the proxy. If a quorum is present, the affirmative vote of the majority of the members entitled to vote on the matter shall be the act of the members, unless the vote of a greater proportion or number or voting by classes is required either by these Articles or by the members or managers when the particular matter was added to the list of matters upon which member voting is required. If a quorum is not represented at the meeting or at the time a vote is taken on a particular matter, the meeting may be adjourned for a period not to exceed sixty (60) days.

3.6 Action by Members Without a Meeting

- (A) Action required or permitted by these Articles to be taken at a meeting of the members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken and signed by each member entitled to vote on the matter. Action taken under this subsection is effective when all members entitled to vote have signed the consent, unless the consent itself specifies a different effective date; and
- (B) Written consent of all members entitled to vote has the same force and effect as a unanimous vote of such members and may be stated as such in any document.

3.7 Member Right to Company Information Records, and Documents

- (A) Each member has the right, subject to the following standards, to examine Company information, records, and documents:
 - (i) The member must make written request that the information, records, or documents be provided for inspection-.
 - (ii) The information, records, or documents may be provided in the form and format in which they exist in the Company files or other storage or retention method, unless the member requests their copying, transcription, reorganization, or other alteration for inspection purposes. In the event of such request, the member shall pay the cost of such compliance;
 - (iii) The member must specify the time and place of inspection and must allow a reasonable amount of time for compliance. If a place other than where the information, records or documents are kept is specified, the member must either specify in the written request a reasonable cause for the alternate location choice or pay the cost of transporting the information, records, or documents to the requested location;
 - (iv) The member shall not cause alteration in the information, records, or documents from the state they were in when provided;
 - (v) If the request involves generation of lists, compilations, computer disks, or other materials not normally maintained in the course of the Company's ordinary business, but the request is for information in the form specified in the list of materials in subsection (B.) below, no charge shall be made to the member for compliance with the request; And
 - (vi) If a member makes more than one (1) request for information of the same type in a twelve (12) month period, the member must certify in the request that it is not made for harassment, interference with

Company business, or other disruptive or harmful purposes. Upon a finding by a majority of the managers that the member has not complied with this provision, the requesting member may be denied access to the information and may call a meeting of the members for the purpose of their deciding, by majority vote of all members, whether further penalty should be assessed against the requesting member.

- (B) The following constitutes a complete list of the information, records, and documents subject to member inspection:
 - (i) True and full information regarding the status of the business and financial condition of the Company;
 - (ii) Promptly after becoming available, a copy of the Company's federal, state, and local income tax returns (if any) for each year;
 - (iii) A current list of the name and last known business, residence, or mailing address of each member and manager;
 - (iv) A copy of these Articles and the Company's Certificate of Formation and all amendments thereto, together with executed copies of any written powers-of-attorney pursuant to which these Articles and any Certificates and all amendments have been executed;
 - (v) True and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each member and which each member has agreed to contribute in the future, and the date on which each became a member; and
 - (vi) Except as being kept confidential pursuant to Florida law, other information regarding the affairs of the Company as is just and reasonable to be requested by one situated as a member of the Company.

3.8 Resignation of Members

A member may resign by executing a document reflecting this desire and delivering the document to one of the managers of the Company, who shall then be required to have the resignation reflected in the Company books. The resigning member becomes entitled upon the effective date of the resignation to distributions in accordance with Florida Law.

3.9 Assignment of Company Interests; Assignees' Rights; Assignor's Liabilities

- A) A member's interest in the Company is assignable in whole or in part. An assignee is entitled to share in the profits and losses, to receive distributions, and to receive allocations of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled, to the extent that the interest was assigned;
- (B) Assignment of a Company interest, either in whole or in part, is accomplished by execution by the assignor member of a writing and by execution by the assignee of these Articles or a writing evidencing the assignee's intention to be bound by these Articles. The assignee, in order to become entitled to the rights and duties detailed in subsection (A) of this section, must provide full consideration to the assignor member for the interest to be assigned or must execute an undertaking agreeing to provide such consideration as is required in the form of consideration specified in the assignment. In the alternative, the

assignee may become entitled to the rights and duties of the assigned interest without compliance with the above requirements if the assignee representative complies with the requirements of these Articles for becoming an initial member.

- (C) Upon assignment of all of a member's interest in the Company, the member ceases to be a member of the Company and is no longer entitled to vote or otherwise participate in Company business, distributions, or other matters. An assignee does not, by virtue of this provision, acquire any rights of participation in the management of the business or affairs of the Company or any rights to vote as a member on matters requiring member voting until the assignee becomes a member through approval of all members of the Company other than the assigning member. In order to become a fully participating member of the Company, an assignee must make written application to the board of managers, who then must call a meeting of all members entitled to vote on admission of new members for the purpose of deciding on admission of the assignee as a member. In the application, the assignee must certify that he or she is the recipient and owner of the entire interest of the assignor member, who must also certify this fact by executing the application for membership. The assignee becomes a member after such approval and at the time the assignee is reflected as a member in the Company books. No resignation or other action is required on the part of the assignor member. Any interested party is entitled to written verification of the fact that an assignee has been substituted for a former member and specification of the effective date of the substitution;
- (D) If a member who is an individual dies or a court of competent jurisdiction adjudges the member to be incompetent to manage the member's person or property, the member's executor, guardian, conservator, or other legal representative (including agent under a power-of-attorney) may exercise all of the member's rights for the purpose of settling the member's estate or administering the member's property, including the power of an assignee to become a member. If a member is a corporation, trust, or other artificial entity and is dissolved or terminated, the powers of that member may be exercised by its legal representative or successor; and
- (F.) An assignee of a member's interest in the Company shall have no liability as a member of the Company solely as a result of the assignment.

4.1 Dissolution, Winding up

(A) The Company shall be dissolved upon the occurrence of any of the following events:

- (i) the passing of thirty (30) years from the date the Company Certificate of Formation was filed with the Secretary of State;
- (ii) by unanimous, written agreement of all the members;
- (iii) upon death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, unless the business of the Company is continued by consent of all remaining members within ninety (90) days following such event;
- (iv) upon there being only one (1) member of the Company, unless another is admitted by that remaining member within thirty (30) days of that

- event occurring; or
- (v) upon entry of a decree of judicial dissolution by the appropriate Court of the State of Florida on application by or for a member or manager and on a finding by the Court that it is not reasonably practicable to carry on the business of the Company in conformity with these Articles.
- (B) A manager who has not wrongfully dissolved the Company may wind-up the Company's affairs;
- (C) Upon winding-up, assets shall be distributed as follows:
 - (i) to creditors, including members and managers who are creditors, in satisfaction of liabilities of the Company to them (either by payment or by making reasonable provision for payment), other than liabilities for which provision for payment has been made and liabilities for distributions owed due to resignation of a member;
 - (ii) to members and former members in satisfaction of liabilities for distributions upon resolution;
 - (iii) to members first for return of their contributions and second, respecting their Company interests, in the proportion in which the members share in distributions under these Articles;
- (D) Upon dissolution, the Company shall pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional, or unmatured claims and obligations known to the Company, and all claims and obligations known to the Company but for which the identity of the claimant is unknown. If there are sufficient assets, the claims and obligations shall be paid-in-full and any provision for payment made shall be made in full. If @ are insufficient assets, the claims and shall be paid or provided for according to their priority and, among claims and obligations of equal priority, ratably to the extent of assets available.

5.1 Amendment

After the deaths or resignation of both CYNTHIA J. ROACH and PAUL M. ROACH, these Articles may be amended or superseded with another completely new agreement by a vote of a majority of the members, at any regular meeting of those entitled to vote on amendment or supersession of these Articles or at a special meeting of those entitled to vote, called for the purpose of amending or superseding these Articles. At least ten (10) days' notice must be provided by a special meeting called for the purpose of amending or superseding these Articles.

6.1 Execution in Counterpart

These Articles may be executed in any number of counterparts, each of which shall be taken to be an original. Valid execution shall be deemed to have occurred when a signature page is executed by the member or individual in question and countersigned by a manager of the Company.

6.2 Liability of Managers Good Faith Reliance on Opinions of Counsel and Other Information

A manager shall be fully protected in relying in good-faith on the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any of its other managers, officers, employees, or committees of the Company.

or by any other person, as to matters the manager reasonably believes are within the person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

6.3 Articles Binding

These Articles shall be binding upon the parties to it and upon their heirs, executors, administrators, successors, or assigns. The parties to these Articles agree to execute any and all instruments in writing that are or may become necessary or proper to the carrying out of the purpose and intent of these Articles.

6.4 Banking

The Company shall maintain bank accounts in the Company's name in a national or state bank in the State of Florida. Checks and drafts shall be drawn on the Company's bank account for Company purposes only and shall be signed by a manager.

6.5 Severability

In the event that any part or parts of these Articles are found to be void, the remaining provisions shall nevertheless be binding with the same effect as though the void parts were deleted. Furthermore, the court finding any part or parts of these Articles to be unenforceable are asked to interpret the remainder of the Articles in such a way as to provide reasonable provisions to replace those voided and to further the reasonable expectations and stated desire of the parties to these Articles to form a limited liability company under the laws of the State of Florida.

6.6 Provisions to be Construed as Total Agreement of the Parties

The express provisions of these Articles are to be construed as constituting the full and total agreement of the parties to the exclusion of alleged prior agreements, contemporary statements and circumstances, and subsequent actions and course of performance. It is the intention of the parties to be bound by this document and not by what they do or say subsequent to its drafting and execution, as it is vital to their interests that this document be amended as necessary from time-to-time in order to reflect the current objectives and circumstances of the Company, its managers and its members.

6.7 Effective Date

These Articles shall be effective only upon execution by all proposed members and only if executed by them prior to the date of the Articles.

6.8 Execution

These Articles may be executed by each of the members and by all others who are required subsequently to execute these Articles by signature on a separate signature page that identifies itself as signature page for "the operating agreement governing A.D.W. COMMUNICATIONS LIMITED LIABILITY COMPANY."

6.9 Waiver

No waiver of any of the provisions of these Articles shall be valid unless in writing

- and signed by the person or party alleged to have waived the provision or provisions.

6.10 Applicable Law

These Articles shall be subject to and governed by the laws of the State of Florida.

6.11 Arbitration

Except with respect to those matters required by law or by these Articles to be resolved by a court, controversies or claims arising out of or related to these Articles shall be settled by arbitration in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the undersigned members have executed these Articles of Organization on this 26 day of Feb, 1996.

Paul Roach

Paul Roach, Member
20423 State Road 7, Suite 483
Boca Raton, Florida 33498

Cynthia Roach

Cynthia Roach, Member
20423 State Road 7, Suite 483
Boca Raton, Florida 33498

STATE OF FLORIDA)

) ss.:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me on this 26 day of Feb, 1996 by Paul Roach.

Sen Robert

Notary Public - State of Florida

My commission expires:

at Large



STATE OF FLORIDA)

) ss.:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me on this 26 day of Feb, 1996 by Cynthia Roach.

Sen Robert

Notary Public - State of Florida

My commission expires:

at Large



CERTIFICATION OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA
STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE
FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED
AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: A.D.W.
COMMUNICATIONS LIMITED LIABILITY COMPANY.
2. The name and address of the registered agent and office is:

Nathan Schwartz
Nathan A. Schwartz, P.A.
5255 N. Federal Highway
Third Floor
Boca Raton, Florida 33487

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



(Signature)

2/22/96
(Date)

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned member of A.D.W. COMMUNICATIONS LIMITED LIABILITY COMPANY personally appeared who upon being first duly sworn, deposes and states as follows:

1. That the above named limited liability company has at least two members;
2. That the total amount of cash contributed by the members is \$ 5,000.00;
3. That, if any, the agreed value of property other than cash contributed by the members is \$ 0.00;
4. That the amount of cash or property anticipated to be contributed by the members is \$ 0.00;
5. That the total amount of 2, 3, and 4 is \$ 5,000.00.

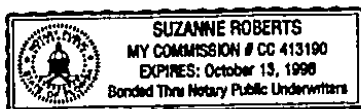
FURTHER, AFFIANT SAITH NOT.

Paul Roach
Paul Roach, Member

SWORN TO AND SUBSCRIBED before me this 26 day of Feb 1996.

Suzanne Roberts
Notary Public - State of
Florida at Large

My commission expires:



AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned member of A.D.W. COMMUNICATIONS LIMITED LIABILITY COMPANY personally appeared who upon being first duly sworn, deposes and states as follows:

1. That the above named limited liability company has at least two members;
2. That the total amount of cash contributed by the members is \$ 5,000.00 ;
3. That, if any, the agreed value of property other than cash contributed by the members is \$ 0.00 ;
4. That the amount of cash or property anticipated to be contributed by the members is \$ 0.00 ;
5. That the total amount of 2, 3, and 4 is \$ 5,000.00 .

FURTHER, AFFIANT SAITH NOT.

Cynthia Roach
Cynthia Roach, Member

SWORN TO AND SUBSCRIBED before me this 26 day of Feb. 1996.

San Robert
Notary Public - State of
Florida at Large

My commission expires:



1201 HAYS STREET
TALLAHASSEE, FL 32301-2607

800-342-8086

L96000000234



PRESTIGE HALL
LEGAL & FINANCIAL SERVICES

ACCOUNT NO. : 072100000032

REFERENCE : 968337 104653A

AUTHORIZATION : Patricia Pizzuti

COST LIMIT : \$61.25

ORDER DATE : May 28, 1996

ORDER TIME : 5:30 PM

ORDER NO. : 968337

CUSTOMER NO: 104653A

CUSTOMER: Caryn J. Clayman, Esq
Thomas C. Walser, Esq
Suite 201
7015 Beracasa Way
Boca Raton, FL 33433

100001842441

DOMESTIC FILINGS

NAME: A.D.W. COMMUNICATIONS LLC

XX ARTICLES OF DISSOLUTION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Lori R. Dunlap

V.P. Verityer

EXAMINER'S INITIALS: _____

FILED
96 MAY 29 PM 12:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
diss
L.L.C.

RECEIVED
96 MAY 29 AM 9:42
DIVISION OF CORPORATION

**LAW OFFICES OF
POSESS & WALSER, P.A.**

7015 HERACASA WAY, SUITE 201
(CORNER OF PALMITO PARK & POWERLINE RDS.)
BOCA RATON, FLORIDA 33433
(407) 750-1040

Telecopier: (407) 750-0708

TAX & ESTATE PLANNING DEPARTMENT
THOMAS C. WALSER, LL.M.-ESTATE PLANNING
CARYN J. CLAYMAN, LL.M.-TAXATION
PETER HOWLEY, ACCOUNTANT
GARY LAITMAN, ACCOUNTANT

REAL ESTATE DEPARTMENT
CHARLES F. POSSESS
DOUGLAS R. NEU
MONA S. WILSS
GISELE H. ASMAR

May 24, 1996

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

**RE: A.D.W. COMMUNICATIONS LLC
ARTICLES OF DISSOLUTION**

Dear Sir or Madam:

Enclosed please find the Articles of Dissolution for the above named entity, a Florida Limited Liability Company.

I have authorized Corporation Information Services, Inc. to handle the filing of the Articles of Dissolution and the receipt of the Certificate of Status.

Thank you in advance for your cooperation in this matter.

Sincerely,



Caryn J. Clayman

/cjc

Enclosure

cc: Cynthia & Paul Roche

05-22-96 08:33AM

TO 018605219241

P003

FILED

96 MAY 29 PM 12:47

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF DISSOLUTION
FOR
A FLORIDA LIMITED LIABILITY COMPANY**

1. The name of the limited liability company is A.D.W. Communications Limited Liability Company

2. The effective date of the limited liability company's dissolution is immediately

3. A description of the occurrence that resulted in the limited liability company's dissolution pursuant to section 608.441, Florida Statutes, (copy of 608.441 on back of cover letter).

All members of the limited liability company
unanimously consented to the dissolution of
the limited liability company pursuant to
F.S. 608.441(b).

4. CHECK ONE:

☒ All debts, obligations and liabilities of the limited liability company have been paid or discharged.
-OR-

☐ Adequate provision has been made for the debts, obligations and liabilities pursuant to 608.4421.

5. All remaining property and assets have been distributed among its members in accordance with their respective rights and interests.

6. CHECK ONE:

☒ There are no suits pending against the company in any court.
-OR-

☐ Adequate provision has been made for the satisfaction of any judgement, order or decree which may be entered against it in any pending suit.

Signatures of all members:

Signature

Paul M. Roach
Cynthia J. Roach

Typed or Printed name

Paul M. Roach
Cynthia J. Roach