

L96000001357

Document Number Only

CT CORPORATION SYSTEM

660 EAST JEFFERSON STREET

Requestor's Name
TALLAHASSEE, FL 32301

Address
222-1092

City State Zip Phone

CORPORATION(S) NAME

600002050646--9
-01/08/97--01059--005
****285.00 ****285.00

Office Interior Services LC

☐ Profit
☐ NonProfit
☒ Limited Liability Co.
☐ Foreign

☐ Amendment
☐ Dissolution/Withdrawal

☐ Merger
☐ Mark

☐ Limited Partnership
☐ Reinstatement

☐ Annual Report
☐ Reservation

☐ Other
☐ Change of R.A.
☐ Fictitious Name Filing

☐ Certified Copy

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Examiner

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Acknowledgment

W.P. Verifier

12/31/96

CR2E031 (1-89)

FILED
DEC 31 PM 3:15
TALLAHASSEE, FLORIDA

RECEIVED
DEC 31 AM 2:28
OFFICE OF THE
CLERK OF THE
CORPORATION

**ARTICLES OF ORGANIZATION
FOR OFFICE INTERIOR SERVICES, L.C.**

FILED
56 DEC 31 PM 3 16
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

ARTICLE I - Name

The name of the Limited Liability Company is: Office Interior Services, L.C.

ARTICLE II - Address

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

1020 SW 10 Avenue
Pompano Beach, FL 33069

ARTICLE III - Duration

The period of duration for the Limited Liability Company shall be:

Fifty (50) years from the date of the filing of these Articles of Organization.

ARTICLE IV - Management

The Limited Liability Company is to be managed by a manager or managers and the names and addresses of such managers who are to serve as managers until the Company's first annual meeting or until their successors are elected and qualified are:

Daniel W. Patterson
328 E. Eighth
Cincinnati, Ohio 45202

Terry Goins
328 E. Eighth St.
Cincinnati, Ohio 45202

Lawrence S. Miller
328 E. Eighth St.
Cincinnati, Ohio 45202

ARTICLE V - Admission of Additional Members

The right, if given, of the remaining members to admit additional members and the terms and conditions of the admissions shall be as follows:

(a) A Transferring Member may only sell or give its Membership Interest or Economic Interest to a transferee or donee which is not a Member immediately prior to the sale or gift upon: (1) the reasonable determination of legal counsel to the Company that the sale or gift is exempt from the registration requirements of the Securities Act of 1933 and applicable state securities laws and does not jeopardize any exemption from such laws on which the Company had previously relied in selling equity interests in the Company; (ii) the reasonable determination of legal counsel to the Company that the sale or gift will not adversely affect the status of the Company for tax purposes or the status of the Company as a limited liability company under applicable laws; (iii) the transferee's written agreement to be bound by the terms of the Company's Operating Agreement and these Articles of

Organization; and (iv) the transferee's agreement to pay all reasonable expenses of the Company in connection with the transfer. Any attempted or purported sale or gift in contravention of the terms of these Articles of Organization shall be voidable at the option of the Company. In addition, any transfer of a Membership Interest to a person who is not a Member immediately prior to the transfer must be approved by a Majority in Interest of remaining Members (as defined in Revenue Procedure 94-46). Each remaining Member shall exercise its sole discretion when determining whether or not to grant such approval. If a Majority-In-Interest of the remaining Members do not approve such proposed transfer, then the proposed transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such transferee shall be merely an Economic Interest Owner. No transfer of a Member's Membership Interest (including any transfer of the Economic Interest or any other transfer which has not been approved as provided herein) shall be effective unless and until such written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) In the event of the transfer of a Transferring Member's Membership Interest or Economic Interest by a third party purchaser pursuant to these Articles of Organization, and as a condition to recognizing the effectiveness and binding nature of any such sale and substitution of a new Member as against the Company or otherwise, the Company may require the Transferring Member and the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the Company such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the other Members may deem necessary and desirable to:

(i) constitute such purchaser, donee or successor-in-interest as a Member;

(ii) confirm that the person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of these Articles of Organization and the Company's Operating Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner);

(iii) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(iv) maintain the status of the Company as a partnership for federal tax purposes; and

(v) assure compliance with any applicable state and federal laws including securities laws and regulations.

(c) Any sale or gift of a Membership Interest or Economic Interest or admission of a Member in compliance with these Articles of Organization shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given as required by these Articles of Organization. The Transferring Member agrees, upon request of the remaining Members, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the remaining Members from time to time in connection with such sale, transfer, assignment, or substitution. The Transferring Member shall indemnify the Company and the remaining Members against

any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of these Articles of Organization.

(d) No consent shall be required in connection with the gift of an Economic Interest if the Economic Interest is, at the time such gift is made, held by a Member and the donee or other successor-in-interest is the Gifting Member's legal heir or devisee or a trust for the benefit of such persons and such gift is made at the time of the Gifting Member's death pursuant to the Gifting Member's will or the applicable laws of descent and distribution. Except as provided in these Articles of Organization, any such heir or devisee (or any trust for the benefit of such persons) shall be an Economic Interest Owner and shall have no right to participate in the management of the business and affairs of the Company or to become a Member.

Admission of New Members Other Than Upon Sale of an Existing Membership Interest.

No additional Members shall be admitted into the Company, other than Members admitted upon a gift or sale of a Membership Interest or an Economic Interest pursuant to and in accordance with these Articles of Organization, unless such admission is approved by the affirmative vote of Members holding a Majority Interest. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. Members holding a Majority Interest may, at the sole option of such Members at the time a new Member is admitted, call upon the Managers to, and upon such call the Managers shall have the obligation to, close the Company's books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder. Members holding a Majority Interest may, at the sole discretion of such Members, require the new Member, as a condition of admission, to execute, acknowledge and deliver to the Company such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which such Members may deem necessary and desirable to:

(i) confirm that the person desiring to be admitted as a Member, has accepted assumed and agreed to be subject and bound by all of the terms, obligations and conditions of these Articles of Organization and the Company's Operating Agreement, as the same may have been further amended;

(ii) preserve the Company after the completion of such admission under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(iii) maintain the status of the Company as a partnership for federal tax purposes; and

(iv) assure compliance with any applicable state and federal laws including securities laws and regulations.

ARTICLE VI - Members Rights to Continue Business

The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be:

Remaining Members of the Company may continue the business of the Company upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued Membership of a Member in the Company if, within ninety (90) days of such event, Members holding a Majority in Interest consent to such continuation.

ARTICLE VI - Copies of Operating Agreement

A copy of the Company's Operating Agreement may be obtained from:

Daniel W. Patterson
332 E. Eighth Avenue
Cincinnati, Ohio 45202

ARTICLE VII - Definitions

As used in these Articles of Organization, the following words shall have the following meanings:

- (a) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.
- (b) "Company" shall refer to Office Interior Services, L.C.
- (c) "Depreciation" means, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such fiscal year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.
- (d) "Economic Interest" shall mean a Member's or other Person's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to the Company's Operating Agreement and the Florida Limited Liability Company Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.
- (e) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

(f) **"Entity"** shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, or any foreign trust or foreign business organization.

(g) **"Gifting Member"** shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(h) **"Gross Asset Value"** means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Managers, provided that the initial Gross Asset Values of the assets contributed to the Company pursuant to Section 8.1 of the Company's Operating Agreement shall be as set forth in Exhibit A to the Company's Operating Agreement, and provided further that, if the contributing Member is a Manager, the determination of the fair market value of any other contributed asset shall require the consent of the other Members owning a Majority Interest;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers as of the following times: (a) the acquisition of an additional interest by any new or existing Member in exchange for more than a de minimis contribution of property (including money); (b) the distribution by the Company to a Member of more than a de minimis amount of property as consideration for a Membership Interest or Economic Interest; and (c) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Managers, provided that, if the distributee is a Manager, the determination of the fair market value of the distributed asset shall require the consent of the other Members owning a Majority Interest (determined without regard to the Participatory Interest of the distributee Member); and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743 (b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b) (2) (iv) (m) and Section 8.3 of the Company's Operating Agreement and subparagraph (iv) under the definition of Net Profits and Net Losses contained in these Articles of Organization; provided, however, that Gross Asset Values shall not be adjusted pursuant to this definition to the extent the Managers determine that an adjustment pursuant to subparagraph (ii) of this definition is necessary or

appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to such subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (i), (ii) or (iv) of this definition of Gross Asset Value, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

(i) "Majority Interest" shall mean one or more Participatory Interests of Members which taken together exceed 50% of the aggregate of all Participatory Interests.

(j) "Majority in Interest" shall mean Members which together own a Majority Interest and more than 50% of the capital interests of all Members.

(k) "Managers" shall mean the collective reference to those individuals responsible for the management of the business and affairs of the Company as provided in Article V of the Company's Operating Agreement and as elected pursuant to Section 5.2 of the Company's Operating Agreement, and "Manager" shall mean any one of the Managers. References to a Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or neuter or feminine reference, as the case may be.

(l) "Member" shall mean each of the parties who executes a counterpart of the Company's Operating Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interests, and the term "Member" as used herein shall include a Manager to the extent he has such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(m) "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member, including the right to vote on, consent to, or otherwise participate in any decision reserved to the Members.

(n) "Net Profits" and "Net Losses" shall mean, for each taxable year of the Company, an amount equal to the Company's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) in accordance with the accounting method and rules used by the Company and in accordance with Section 703 of the Code with the following adjustments:

(i) Any items of income, gain, loss and deduction allocated to Members pursuant to Section 9.2 of the Company's Operating Agreement shall not be taken into account in computing Net Profits or Net Losses pursuant to the Company's Operating Agreement;

(ii) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be added to such taxable income or loss;

(iii) Any expenditure of the Company described in Section 705 (a) (2) (B) of the Code and not otherwise taken into account in computing Net Profits

and Net Losses (pursuant to this definition) shall be subtracted from such taxable income or loss;

(iv) In the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

(v) Gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(vi) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year; and

(vii) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required pursuant to Section 1.704-1(b) (2) (iv) (m) (4) of the Treasury Regulations to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest or Economic Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses.

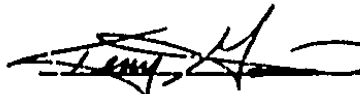
(o) "Participatory Interest" shall mean each Member's allocated percentage interest in the Net Profits and Net Losses of the Company as such percentage may be determined and adjusted from time to time.

(p) "Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(q) "Selling Member" shall mean any Member or Economic Interest Owner which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest, but shall not include a Responding Member.

(r) "Transferring Member" shall collectively mean a Selling Member and a Gifting Member, but shall not include a Responding Member.

(s) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of the filing of the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

 TREASURER OF ALEXANDER-PATTERSON GROUP, INC.

Signature of a member or authorized representative of a 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.)

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

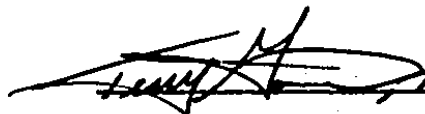
The undersigned member or authorized representative of a member of Office Interior Services, L.C. deposes and:

- (1) the above named limited liability company has at least two members
- (2) the total amount of cash contributed by the member(s) is \$0
- (3) if any, the agreed value of property other than cash contributed by member(s) is \$100,000

A description of the property to be contributed is as follows:

Machinery & Equipment
Office and Computer Equipment
Vehicles
Inventory

- (4) the amount of cash or property anticipated to be contributed by member(s) is \$250,000
- (5) the total amount of 2, 3, and 4 is \$350,000

 TREASURER OF ALEXANDER PATTERSON GROUP, INC.

Signature of a member or authorized representative of a 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.)

**CERTIFICATE 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, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, 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: _____

Office Interior Services, L.C.

2. The name and address of the registered agent and office is:

C T CORPORATION SYSTEM

(Name)

1200 South Pine Island Road

(P.O. Box or Mail Drop Box NOT acceptable)

Plantation, Florida 33324

(City/State/Zip)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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.

By: _____

(Signature)

C. A. Record, Asst. Secretary

12/30/96

(Date)

Filing Fee: \$ 35 for Designation of Registered Agent

L96000001357

JOSEPH A. STEGBAUER

1800 WARREN CENTER

425 WALNUT STREET

CINCINNATI, OHIO 45202-3957

513-381-2838

FAX: 513-381-0205

COLUMBUS, OHIO OFFICE
TWELFTH FLOOR
81 EAST STATE STREET
COLUMBUS, OHIO 43215-4891
614-221-2838
FAX: 614-221-2007

NORTHERN KENTUCKY OFFICE
THOMAS MORE CENTER
2870 CHANCELLOR DRIVE
ORCHARDVIEW HILLS, KENTUCKY 41017-8491
606-331-2838
618-251-2838
FAX: 618-251-6613

WRITER'S DIRECT LINE:
513-337-9642

CLEVELAND, OHIO OFFICE
SIXTH FLOOR
HOND COURT BUILDING
1305 EAST NINTH STREET
CLEVELAND, OHIO 44114-1803
216-241-2838
FAX: 216-241-2937

January 28, 1997

FEDERAL EXPRESS

Florida Department of State
409 East Gaines Street
Tallahassee, FL 32399

300002072839--1
-01/29/97--01082--001
*****52.50 *****52.50

Re: Office Interior Services, L.C.

Dear Sir or Madam:

Enclosed please find (i) an executed original of a Certificate of Amendment to Articles of Organization of Office Interior Services, L.C., a Florida limited liability company (the "Certificate"); (ii) a copy of the Certificate; and a check in the amount of \$52.50. Please file the original Certificate and file-stamp and return the copy of the Certificate in the enclosed self-addressed stamped envelope.

Please contact the undersigned with any questions.

Sincerely,

Joseph A. Stegbauer
Joseph A. Stegbauer

JAS/skb
FLORIDA.LTR
Enclosure

FILED
97 JAN 29 PM 4: 22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SH 2/3
Amended

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

Office Interior Services, L.C.

(Present name)
(A Florida Limited Liability Company)

FIRST: The date of filing of the articles of organization was 12/31/96

SECOND: The following amendment to the articles of organization was adopted by the limited liability company:

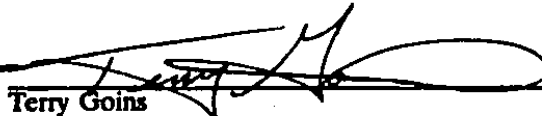
The text of ARTICLE IV following the colon after the word "are" shall be deleted in its entirety and replaced with the following text:

Daniel W. Patterson
332 East Eighth St.
Cincinnati, Ohio 45202

Terry Goins
332 East Eighth St.
Cincinnati, Ohio 45202

Larry S. Miller
332 East Eighth St.
Cincinnati, Ohio 45202

Dated: January 28, 1997



Terry Goins

Chief Financial Officer of Alexander-Patterson Group, Inc.

ALEXPAT.004

FILED
97 JAN 29 PM 4: 22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA