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THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 456101 10502A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : July 9, 1997

ORDER TIME : 10:57 AM

ORDER NO. : 456101-005

CUSTOMER NO: 10502A

CUSTOMER: Nancy Crockenburg, Legal Asst
KNAUST & VALENTE, P.A.

2730 Central Avenue

St. Petersburg, FL 33712

FILED
97 JUL -9 PM 1:15
TALLAHASSEE, FLORIDA

DOMESTIC FILING

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****293.75 ****293.75

NAME: CHANNELSIDE PARTNERS, L.C.

EFFECTIVE DATE:

XX ARTICLES OF ORGANIZATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS: _____

RECEIVED
97 JUL -9 AM 11:37
DIVISION OF CORPORATION

8N JUL 09 1997

Articles of Organization for
Channelside Partners, L.C.

a Florida Limited Liability Company

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97 JUL -9 PM 1:15
TALLAHASSEE, FLORIDA

The undersigned, desiring to form a limited liability company under and pursuant to Florida Statute 608 entitled the Florida Limited Liability Company Act, do hereby adopt the following Articles of Organization for such company:

1. Name. The name of this company shall be CHANNELSIDE PARTNERS, L.C.

2. Duration/Continuation. The period of this company's duration shall be twenty (20) years, unless terminated by the unanimous written agreement of all members or by the death, retirement resignation, expulsion, bankruptcy or dissolution of a member or upon the occurrence of any other event which terminates the continued membership of a member, unless the business of the company is continued by the consent of all the remaining members, or by amendment of these Articles of Organization providing for the continued existence of the company subsequent to the foregoing events.

3. Address. The mailing address is 2730 Central Avenue, St. Petersburg, Florida 33712.

4. Registered Agent and Office. The name and street address of the initial registered agent and office for this company is as follows: Warren J. Knaust, Esq. 2730 Central Avenue, St. Petersburg, Florida 33712.

5. Admission of Additional Members; and Terms and Conditions of such Admissions. Additional Members may be admitted upon the approval of a majority of the Members of the Company, upon the written application of such new Member, in the manner set forth in the Bylaws of this Company.

6. Right to Continue Business. The remaining members may continue the Business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member of the occurrence of any other event which terminates the continued membership of a member in the company. (If given).

7. Management of Company. Management of the company is

reserved to the Members. The names and addresses of the Managerial Members are:

Names	Addresses]
Eric Stober	P.O. 514 Indian Rocks Beach, Fl 34635
Warren J. Knaust	2730 Central Avenue St. Petersburg, Fl 33712

8. Amendment of Articles of Organization. Any amendment to these Articles of Organization shall be on such form prescribed by the Secretary of State of the State of Florida containing such terms and provisions consistent with Florida Statute 608 as shall be prescribed by the Department of State, and shall be signed and sworn to by all Members of the Company. In the event a new Member is added by such amendment, it shall be also signed by the member to be added.

9. Regulations of Company. The power to adopt, alter, amend or repeal the regulations of the limited liability company shall be vested in the Members unless vested in the Manager(s) of the company by any amendments of the Articles of Organization. Regulations adopted by the Members or by the Manager(s) may be repealed or altered, new Regulations may be adopted by the Members, and the Members may prescribe in any Regulations made by them that such Regulations may not be altered, amended or repealed by the Manager(s).

10. Informal Action of Members. Any action of the Members may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Members who would be entitled to vote upon such action at a meeting (and filed with the Manager(s) of the Company as part of its records.)

11. Contracting Debt. Except as otherwise provided by Law, no debt shall be contracted nor liability incurred by or on behalf of this company except by the Manager(s) or if managed by the Members, by any Member of this Company, unless otherwise provided herein.

12. Transferability of Member's Interest. An interest of a Member of this company may be transferred or assigned to such extent and in the manner provided in the Operating Agreement. However, if all of the remaining Members of this company do not approve of such proposed transfer or assignment by unanimous written consent, the transferee of the interest of such member shall have no right to participate in the management of the business and affairs of this company or to become a Member. The transferee shall be entitled to

receive only the share of profits or other compensation by way of income, and the return of contributions to which that Member otherwise would be entitled.

13. Withdrawal or Reduction of Member's Contributions to Capital.

A. A Member shall not receive out of the Company property any part of his or its contribution to capital until:

(1) all liabilities of the company, except liabilities to Members on account of their contributions to capital, have been paid or sufficient property of the company remains to pay them,

(2) the consent of all Members is had, unless the return of the contributions to capital may be rightfully demanded,

(3) these articles of organization are canceled or so amended as to set out the withdrawal reduction.

(B) A Member shall be entitled to the return of his or its contribution in the manner provided for in the regulations of the company.

IN WITNESS WHEREOF, the undersigned Incorporator(s) have hereunto set their hands and seals this 30th day of May, 1997.


ERIC STOBBER, MEMBER


WARREN J. KNAUST, MEMBER

Having been named as Registered Agent and to accept service of process for the above stated limited liability company, 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


Warren J. Knaust

Date: May 30th 1997

FILED
JUL - 9 PM 1:15
TALLAHASSEE, FLORIDA

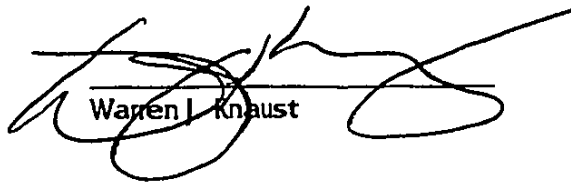
AFFIDAVIT PURSUANT TO SECTION 608.408, FLORIDA STATUTES
FOR
CHANNELSIDE PARTNERS, L.C.

State of Florida
County of Pinellas

Before the undersigned authority personally appeared WARREN J. KNAUST, a member, who on oath says:

1. That he is a member of CHANNELSIDE PARTNERS, L.C.
2. That CHANNELSIDE PARTNERS, L.C. has at least two members.
3. The amount of the cash and description and agreed value of the property other than cash contributed by the members is \$75,000.00.
4. The amount anticipated to be contributed by the member is \$150,000.00.

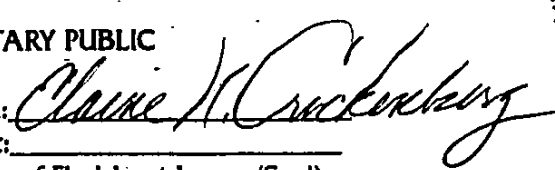
Further affiant sayeth naught.

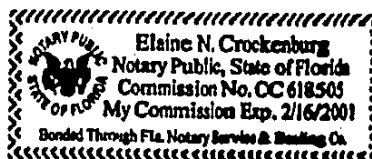

Warren J. Knaust

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30th day of May, 1997 by WARREN J. KNAUST who is ~~personally known to me~~ or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Sign: 
Print: _____
State of Florida at Large (Seal)
My Commission Expires:



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