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LAW OFFICES OF
Richard B. Austin
300 ROCHESTER BUILDING
8390 NORTHWEST 53RD STREET
MIAMI, FLORIDA 33166

FEDEX Airbill
8172818651

FILE NO:

TELEPHONE 592-0036
AREA CODE 305

August 4, 1997

Division of Corporations
Limited Liability Company Filings
409 Gaines Street
Tallahassee, FL 32399

000002258020--3
-08/05/97--01056--001
****337.50 ****337.50

Re: Colmar Storage Company, LLC

Ladies & Gentlemen:

Enclosed please find the original and a copy of the Articles of Organization of Colmar Storage, L.L.C., together with the original and a copy of the §608.407(2), Florida Statutes, affidavit and Initial Report and Agent's Affidavit.

It would be appreciated if you could furnish me with a certified copy of the Articles of Organization and conformed copies of the other 3 documents (i.e.: acknowledgment the originals were received).

I enclose my Trust Account check No. 537 payable to the order of the Secretary of State, Florida in the amount of $447.50 representing the $250.00 filing fee, $35.00 fee for the registered agent designation and the $52.50 fee for the certified copy of the Articles.

If I have miscalculted the fees or failed to include any please notify me by telephone (collect) and we will promptly forward the required additional amounts or documents.

As always, the courtesy and cooperation of your office is greatly appreciated.

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97 AUG -5 PM 3:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Very truly yours,

AUG 6 ; BSB

RICHARD B. AUSTIN
RBA:jb
Encls.(9)
cc: Suzanne Ecuyer Bayle, Esq.

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION

OF

COLMAR STORAGE, L.L.C.

ARTICLE I.
NAME

The name of this limited liability company is: COLMAR STORAGE, L.L.C.

ARTICLE II.
PURPOSE

The purpose of this limited liability company is to engage in any lawful act for which limited liability companies may be formed under the laws of the State of Florida.

ARTICLE III.
ACTION OF MEMBERS

If member action or approval is required by law in connection with the amendment of these Articles, or any merger, consolidation, transfer of limited liability company assets or dissolution of or involving this limited liability company, such action or approval shall be taken or given only upon the affirmative vote of a simple majority of the membership interests entitled to vote on the particular question. Wherever a majority of the membership is required to take action pursuant to these Articles of Organization, it shall be understood that a majority shall be determined by a tabulation of one vote for each percentage of ownership of each member.

ARTICLE IV.
MEMBERS CONSENTS

Section 1. Whenever the affirmative vote of members is required to authorize or constitute limited liability company action, the consent in writing to such action signed only by members holding that proportion of the total voting power on the question which is required by these articles of organization or where a higher vote is required by these articles of organization or where a higher vote is required by law, shall be sufficient for the purpose, without the necessity for a meeting of members.

Section 2. Any member absent from a meeting of the members may be represented by any other member who may cast the vote(s) of the absent member according to written instructions, general or specific, of the absent member.

Section 3. Each member shall have one (1) vote which is proportionate to his ownership interest in this Limited Liability Company.

ARTICLE V.
MANAGEMENT

Section 1. The business of this limited liability company shall be managed by one manager elected by a majority of the membership.

Section 2. No manager shall have any voting rights unless said manager is a member.

ARTICLE VI.
AMENDMENT OF ARTICLES OF ORGANIZATION

These Articles of Organization may be amended or modified by simple majority of the membership interest.

ARTICLE VII.
LIMITATION OF LIABILITY AND INDEMNIFICATION OF MEMBERS AND MANAGERS

Section 1. The members and managers of this Limited Liability Company claim the benefits of limitation of liability under the provisions of &608.436, FS and §608.4362, FS except as otherwise provided in these Articles of Organization to the fullest extent allowed by law as fully and completely as though the provisions were recited herein in full.

Section 2. There shall be indemnification of any member or manager, for judgment, settlement, penalties, fines or expenses incurred because he is or was a member or a manager.

ARTICLE VIII.
AGENCY POWER OF MEMBERS

Section 1. No member is a mandatary of this limited liability company for any matters including those in the ordinary course of business or alienation, lease or encumbrance of its immovables, unless such member has the express written authority of a majority of the membership. However, Allan B. Colley, as President of Dupuy Storage & Forwarding Corporation, and Douglas

Martocci, as President of Continental Terminals, Inc., in conjunction, shall be authorized and empowered to take any action and all actions in the name of and on behalf of the Company, of whatever nature or scope, thereby binding the Company. This grant of authority includes the authority to acquire, encumber, or alienate immovable property, and to execute any documents in connection therewith, and containing clauses such as (without limitation) a confession of judgment. The authority conferred under this Article VIII shall remain in full force and effect unless and until modified by an amendment to these Articles duly registered with the Secretary of State of Florida, and third parties shall be conclusively entitled to rely upon such authority unless and until such an amendment to these Articles has been so registered.

ARTICLE IX.
LIABILITY OF MEMBERS AND MANAGERS TO THIRD PARTIES

Section 1. Except as otherwise specifically set forth in §§608.432 and 608.4362, Florida Statutes, 1995, no member, manager, employee or agent of this limited liability company is liable under any judgment, decree, or order of any court, agency or other tribunal in this or any other state or on any other basis for a debt, obligation or liability of this limited liability company.

Section 2. A member, manager, employee or agent of this limited liability company is not a proper party to a proceeding by or against this limited liability company, except when the object is to enforce such person's rights against or liability to this limited liability company.

ARTICLE X.
SHARING OF PROFITS AND LOSSES

The profits and losses of this limited liability company shall be allocated among members in proportion to the percentage of interest each member has in this limited liability company. The provisions of this Article regarding the allocation of losses shall not affect the limitations of liability of members and managers as set forth in §608.436, FS.

ARTICLE XI.
INTERIM DISTRIBUTIONS

Section 1. Except as provided in §§608.426 and .4261 of the Florida Limited Liability Act, a member is entitled to receive distributions from this limited liability company before the withdrawal of the member from this limited liability company to the extent and at the times or upon the occurrence of the events authorized by a majority of the membership interest.

Section 2. Interim distributions of cash or other assets of this limited liability company shall be allocated among the members and among classes of members in proportion to the percentage of interest each member owns in this limited liability company.

ARTICLE XII.
DISTRIBUTIONS UPON WITHDRAWAL

A withdrawing member may receive the distribution to which the member is entitled, subject to the majority vote of the membership. The withdrawal distribution shall be subject to the discretion of a majority of the membership and the liquidity of this limited liability company.

ARTICLE XIII.
DISTRIBUTION OF KIND

A member, regardless of the nature of the member's contribution, shall have no rights to demand or receive any distribution from this limited liability company in any form other than cash. No member shall be compelled to accept from this limited liability company a distribution of any asset in kind to the extent that the percentage of the asset distributed to the member exceeds the percentage in which the member shares in distribution from this limited liability company.

ARTICLE XIV.
CONTRIBUTIONS TO CAPITAL

Section 1. The contribution of a member to this limited liability company may take the form of cash, property, services rendered or a promissory note or other binding obligation to contribute cash or property or to perform services.

Section 2. Both parties contribute to this entity their respective 50% interests in and to that certain partnership known as Colmar Storage.

ARTICLE XV.
DISSOLUTION AND TERMINATION

Section 1. This limited liability company shall be dissolved and its affairs wound up upon the first to occur of the following:

a) When the period fixed for the duration of this limited liability company shall expire pursuant to the Articles of Organization;

b) The consent of the members in accordance with §608.441(1)(b), FS;

c) The death, interdiction, withdrawal, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in this limited liability company, unless within ninety (90) days after such event, this limited liability company is continued by the unanimous consent of the remaining members, and, if membership is reduced to one, the admission of one or more members; alternatively, in the event that this limited liability company would lose its classification under the Internal Revenue Code due to the death of a member in the limited liability company, all parties agree that the interest of the deceased member shall pass to *his/her recognized* heirs or legatees thereby never reducing this limited liability company to less than two members; or

d) Entry of a decree of judicial dissolution under §608.441(2), FS.

ARTICLE XVI.
RESTRICTIVE RIGHTS OF ACQUISITION

Section 1. Preferential Rights of Acquisition.

a) If any Member of this limited liability company ("the Transferring Member") desires to sell, transfer or otherwise dispose of all or any part of his interest in this limited liability company ("the Available Interests") to any person or entity (including but not limited to another member) he must first give to this limited liability company and to all of the other Members (the "other Members") a notice ("the Transfer Notice") that he intends so to dispose of all or a part of his interest and including in the Transfer Notice the name and address of the proposed transferee, a description of the Available Interests, a full, accurate and complete description of the price and terms upon which the transfer is to be made and a copy of all contracts relating to the transaction. The Transferring Member may not transfer the Available Interests to the proposed transferee if the limited liability company or other Members elect to acquire the Available Interests as is permitted by this Section;

b) This limited liability company shall have the option for a period of 30 days after the giving of the Transfer Notice ("the first period of time") to elect to acquire all (but not less than all) of the Available Interests for the price and on the terms and conditions set forth in the Transfer Notice. The election may be made only by a written notice given to the Transferring Member before the end of the first period of time, stating that this limited liability company has made the election and scheduling a closing at a place in Dade County, Florida, and a time during business hours and a date not less than 15 nor more than 30 days after the notice is given to the Transferring Member. If this limited liability company makes this election, then the Transferring Member shall be obligated to transfer all of the Available Interests to this limited liability company and this limited liability company shall be required to acquire all of the Available Interests for the price and on the terms and conditions set forth in the Transfer Notice. The Transferring Member and this limited liability company shall attend the closing scheduled by this limited liability company and shall execute such instruments and take such actions as may be reasonably necessary in order that this limited liability company may acquire all of the Available Interests for the price and on the terms and conditions stated in Available Interests, then sub-sections (c), (d), (e) and (f) of this section shall not apply;

c) If this limited liability company does not elect to acquire all of the Available Interests pursuant to subsection (b), then each of the other Members shall have the option for a period of 15 days after he shall have been given written notice that this limited liability company has not so elected ("the second period of time") to elect to purchase any fraction of the Available Interests not exceeding a fraction the numerator of which is the number of interests of this limited liability company then owned by him and the denominator of which is the total number of interests of this limited liability company held by all Members except the Transferring Member (herein called "his

Maximum Amount"). The other Members so electing may do so only by giving to the Transferring Member and to each other Member during the second period of time, a written notice stating the fraction of the Available Interest he desires to purchase;

d) Each other Member who elects to purchase his Maximum Amount shall designate in his notice, given pursuant to sub-section (c), the fraction (if any) of the Available Interests that he would be willing to purchase over and above his Maximum Amount. The fraction that each other Member so designates is called in this section his "Excess Percentage". Each such other Member shall further be entitled and bound to purchase (in addition to his Maximum Amount):

(i) that fraction of the Available Interests that is not subscribed for pursuant to sub-section (c) the numerator of which is his Excess Percentage and the denominator of which is the aggregate of all of the other Members' Excess Percentages, or

(ii) his Excess Percentage of the Available Interests not subscribed for pursuant to sub-section (c), whichever is the lesser;

e) In lieu of complying with sub-sections (c) and (d), the other Member may deliver to the Transferring Member, within the second period of time, an instrument signed by all of the other Members pursuant to which: (i) some or all of the other Members shall agree to purchase all (but not less than all) of the available Interests for the price and on the terms and conditions set forth in the Transfer Notice in such proportions as such other members shall specify in the instrument, and (ii) the other members who do not so agree to participate in the acquisition of the Available Interests shall waive all of their rights to acquire any of the Available Interests pursuant to this Operating Agreement;

f) If all of the Available Interests are subscribed for as provided in sub-sections (c) and (d) or (e) before the end of the second period of time, then the Transferring Member shall be obligated to transfer the Available Interests to the other Members who have subscribed to it, and those other Members shall be obligated to purchase the Available Interests to which they have subscribed, for the price and on the terms and conditions stated in the Transfer Notice. Any Member may, by notice given after the end of the second period of time to the Transferring Member and to all other Members, schedule a closing at a place in Dade County, Florida, and a time during business hours and on a date not less than 15 nor more than 30 days after the date the notice is given. If several Members designate a closing, the closing shall be deemed to be the one first so designated. The Transferring Member and all other Members who have obligated themselves to acquire the Available Interests shall attend this closing and shall execute such instruments and take such actions as may be reasonably necessary in order that these other members may acquire all of the Available Interests for the price and on the terms and conditions stated in the Transfer Notice;

g) If any of the Available Interests are not committed and subscribed for pursuant to sub-section (b) or sub-section (c) and (d) or sub-section (e) of this section, and within the time thereby allowed, then the Transferring Member shall not be obligated to transfer any of the Available Interests to this limited liability company or the other Members but shall have the right to transfer all of the Available Interests, but only at the price and on the terms and conditions and to the transferee stated in the Transfer Notice and only for a period of 90 days after the end of the second period of time, provided that the transferee shall automatically be bound by all of the terms and conditions of the Articles of Organization. Additionally, the transferee shall not become a member or participate in the management of this limited liability company unless the other members unanimously consent in writing. Furthermore, this limited liability company may decline to transfer the interests to the transferee on this limited liability company's books until the transferee shall have executed a written instrument representing that he acquired the Available Interests at the price and on the terms and conditions stated in the Transfer Notice that he is the Transferee named therein and confirms that he is bound by the Articles of Organization, but he shall be bound hereby whether or not such a written instrument is signed. Unless the Transaction is consummated within the 90 day period, the Transferring Member shall not have the right to make the transfer unless and until he shall have given new notices and options to purchase to this limited liability company and the other Members in accordance with all of the terms and provisions of this section;

h) If any Member ("the Transferring Member") shall elect to transfer all or any part of his interests in this limited liability company (the "Available Interests") by way of exchange in whole or in part for property ("the Exchange Property") other than money or one or more promissory notes, the provisions for sub-sections (b) through (g) of this section shall apply except that this limited liability company or the other Members electing to acquire the Available Interests shall either (at the option of the transferees):

(i) acquire and deliver to the Transferring Members the Exchange Property described in the Transfer Notice, or

(ii) deliver to the Transferring Members money equal to the fair market value of the Exchange Property. If the parties are not able to agree on the fair market value of the Exchange Property, the matter shall be submitted for binding arbitration by the American Arbitration Association in accordance with its rules.

Section 2. Transfers as Security.

Any member may transfer all or any part of his interests in this limited liability company by way of security and the provisions of Section 1 shall not apply so long as the Member remains the legal owner of the interests so given as security. However, the interest cannot be transferred or sold to satisfy the debt for which it was given as security without complying with the provisions of Section 1.

Section 3. Intrafamily Transfers.

A member who is a natural person may make a gratuitous donation to any one or more of his spouse, children, or direct descendants or a trust for the benefit without complying with Section 1, provided that the Transferee shall automatically be bound by the following obligations:

a) The Transferee shall become bound by all of the terms and conditions of the Articles of Organization; and

b) Upon the death or interdiction of the Member who made the transfer (or, in the case of successive transfers, upon the death or interdiction of any transferor), this limited liability company and the other members shall have the option to purchase the transferee's interest in this limited liability company pursuant to Section 5 hereof in the same manner and to the same extent as though the transferee had died.

The transferee shall not become a member of participate in the management of this limited liability company unless the other members unanimously consent in writing. Additionally, this limited liability company may decline to transfer the interests to the transferee on this limited liability company's books until the transferee shall have executed a written instrument confirming that he is bound by these obligations, but he shall be bound thereby whether or not such a written instrument is signed.

Section 4. Other Transfers.

No member or any transferee or successor of a Member may transfer, sell, give, donate, assign, alienate or otherwise dispose of any of his interests, voluntarily or involuntarily, except: (a) by way of sale or exchange subject to the provisions of Section 1,

(b) as security subject to the provisions of Section 2, (c) in the name of a Member who is a natural person, by way of gratuitous donation to any one or more of his spouse, children, other direct descendants or any trust for their benefit subject to the provisions of Section 3, or (d) a purchase or other acquisition by a Member of his spouse's interests under the circumstances mentioned in Section 5(g).

Section 5. Death, Interdiction, Withdrawal, Expulsion, Bankruptcy, Dissolution, Divorce or Separation of a Member, or Occurrence of any Other Event Which Terminates Continued Membership of a Member.

a) If, after a dissolution event occurs, pursuant to Article XV, Section 1(c), the members unanimously consent within ninety (90) days to continue this limited liability company, the following events will be called "Election Events' in this Section 5:

(i) The death, interdiction, withdrawal, expulsion bankruptcy or the occurrence of any other event which terminates the continued membership of a member;

(ii) The death of a Member's spouse, but only if any of the interests in this limited liability company belong to the community of acquets and gains existing between the Member and his spouse;

(iii) The divorce or legal separation of a Member and his spouse, but only if the interests in this limited liability company belong to the community of acquets and gains existing between the Member and the spouse.

(iv) The liquidation or dissolution of a Member that is a corporation, a partnership, or any entity other than a natural person.

b) The term the "Available Interests", as used in this Section 5 means:

(i) In the case of an Election Event described in sub-section 5(a) (i) or (iv), all of the interests in this limited liability company owned by the Member (or by his estate) in respect of whom the Election Event occurred (including all *interests held by the* member as his separate property and the interest of the Member and his spouse in any interests belonging to the community of acquets and gains existing between them);

(ii) In the case of an Election Event described in sub-section 5(a) (ii) or (iii), all of the interest of the Member's spouse or the spouse's estate in any interests of this limited liability company that belong to the community of acquets and gains existing between the Member and his spouse.

Upon the occurrence of an Election Event, this limited liability company shall have the right and option to acquire all (but not less than all) of the Available Interests. The election shall be made by a notice given by this limited liability company to the party who will be required to transfer the interests (the "transferor"), that is, the Member with respect to whom the Election Event has occurred, or that Member's succession representative, heirs, legatees, spouse, liquidator, legal representative, or successors (as the case may be) within 120 days after this limited liability company is informed in writing of the occurrence of the Election Event ("the 120 day period).

The notification must schedule a closing at a place in Dade County, Florida, and at a time during business hours and on a date not less than 60 nor more than 100 days after the date the notice is given for a closing. Each Member and other party hereto binds himself and his succession representative, heirs, legatees, assigns, successors and legal representatives promptly to notify this limited liability company of the occurrence of any Election Event.

c) If this limited liability company does not elect to acquire all of the Available Interests within the 120 day period, then each of the Interests other than the Member with respect to whom the Election Event has occurred and other than his succession representative, heirs, legatees, spouse, liquidator, legal representative or successors (the "other Members") shall have the option for a period of 30 days after he shall have been given written notice that this limited liability company has not so elected ("the 30 day period") to elect to purchase any fraction of the Available Interests not acquired by this limited liability company (the "Remaining Available Interests") that does not exceed a fraction the numerator of which is the number of interests then owned by him and the denominator of which is the total number of interests of this limited liability company held by all of the other Members (herein called "his Maximum Amount"). Each other Member so electing may do so by giving the Transferring Member (or his representative, or successors, as the case may be), during the 30 day period, a written notice stating the fraction of the Remaining Available Interests he desires to purchase;

d) Each other Member who elects to purchase his Maximum Amount shall designate in his notice the fraction (if any) of the Remaining Available Interests that he would be willing to purchase over and above his Maximum Amount. The fraction that each other Member so designates is referred to in this section as his "Excess Percentage". Each such other Member shall be further entitled and bound to purchase (in addition to his Maximum Amount):

(i) that fraction of the Remaining Available Interests not subscribed to pursuant to sub-section (c) the numerator of which is his Excess Percentage and the denominator of which is the aggregate of all of the other Member's Excess Percentages, or

(ii) his Excess Percentage of the Remaining Available Interests not subscribed for pursuant to sub-section (c), whichever is the lesser.

e) The Transferor shall be obligated to transfer to this limited liability company and the other Members the amount of Available Interests subscribed to by them pursuant to the provisions of this Section and this limited liability company and such other Members shall be obligated to purchase such Available Interests to which they have subscribed, whether or not this limited liability company and the other Members shall have subscribed to all of the Available Interests.

f) The price payable by this limited liability company or by other Members for the Available Interests shall be fixed annually by agreement between all Members. In the event that all members do not agree in writing by midnight on January 31 of each succeeding year, then the price shall be determined as follows:

(i) The first price determination shall be on its book value, under the provisions of this sub-paragraph and ii, iii and iv. The value of the assets of this limited liability company shall be determined based upon the book value of the assets, that is, cost less depreciation. This valuation shall be made as of the last day of the last calendar month preceding the date giving rise to the right of purchase, and all income and expenses shall be determined and accrued up to that date. Proper adjustments shall be made for any liabilities accrued to the last day of the last calendar month prior to such date. The value of any insurance on the life of a deceased member owned by this limited liability company shall be determined based on its cash surrender value as of that date and not based on its face value.

(ii) The total thus arrived at, after deducting the liabilities and reserves thus computed, shall represent the net asset value of this limited liability company interests. This shall be divided by the number of interests outstanding to determine the price of each interest, subject to subparagraph (v) below.

(iii) The determination of book values, accruals and adjustments shall be made in accordance with the usual accounting practice theretofore used in determining the net earnings or losses of this limited liability company for the Return of Income and shall be made by the then acting Certified Public Accountant of this limited liability company.

(iv) The second price determination shall be made as follows: The value of this limited liability company shall be determined based on its annual net income as reflected in its Return of Income filed for each of the last five (5) tax years. The total ordinary income plus all other income, including, but not limited to, income reported on the Schedules K-1, reported for the last five tax years shall be determined and all expenses and deductions recorded on the Schedules K-1 and the amount of tax paid by the members on those amounts shall be deducted from that sum. (For purposes of this Operating Agreement, it is assumed that members are taxed at the highest marginal rate, which would apply to all income, expenses and deductions. After applying that rate to all separately stated and non-separately stated items of income, the amount arrived at will be deemed to be the tax paid by the members.) This amount, which is, in effect, five times the average annual earnings shall be taken as the value of this limited liability company.

(v) If this second price determination value is higher than book value, determined as set forth above, then it shall determine the total value of all of this limited liability company's interests, and shall be divided by the total number of interests outstanding, to arrive at a value and hence at the prices to be paid for each interest.

(vi) The price or value so determined includes all good will of this limited liability company, if any.

At the closing scheduled by this limited liability company or by any other Member, the Transferor and Transferee shall execute such instruments and taken such actions as may be reasonably necessary in order that the Available Interests shall be transferred to this limited liability company and other Members who have subscribed therefore and the Agreed Price shall be paid in cash.

g) In the case of the divorce or legal separation of a Member or the death of a Member's spouse, this limited liability company and the other Members shall be precluded from acquiring the Available Interests pursuant to this section, even though an election may have been made pursuant to this Section, to the extent that the Member who has been divorced or separated or whose spouse has died acquires the interests in this limited liability company belonging to his spouse (or his spouse's estate) before the date of the closing scheduled pursuant to sub-section (b) or (c) (as the case may be) of this Section. In the case of the death of a Member's spouse, the Member shall be regarded as having acquired his spouse's interest to the extent that he is the legatee or heir thereof, even though he may not have been placed in possession thereof by court order. A Member may so acquire the interest in this limited liability company of his spouse without compliance with the provisions of Section 1 regarding preferential rights of acquisition.

Section 6. A membership interest in this limited liability company shall be an incorporeal movable. A member shall have no interest in limited liability company property.

Section 7. Notices required or permitted hereunder that are deposited in an official United States mail depository within the State of Louisiana, proper postage prepaid and addressed:

a) To the limited liability company at:

6695 N.W. 36th Avenue
Miami, Florida 33147

b) To a Member or his succession representative, heirs, legatees, spouse, liquidator, legal representative or successors at an address that shall have been furnished to the limited liability company as a mailing address, or if a mailing address has not been so furnished, to his last known address, (as the case may be) shall be deemed given when so mailed. All notices otherwise given shall be deemed given when received.

Section 8. This article shall be binding upon the parties hereto and their transferees, assigns, legal representatives, heirs, legatees and successors and all persons who may at any time be Members of this limited liability company.

ARTICLE XVII.
DURATION

This limited liability company shall have a duration of thirty (30) years.

ARTICLE XVIII.
MEMBERS

The names and addresses of the members are:

1) Dupuy Storage & Forwarding Corporation
4300 Jourdan Road
New Orleans, Louisiana 70126

Fifty (50%) percent member

2) Continental Terminals, Inc.
738 Third Avenue
Pier Foot of 23rd Street
Brooklyn, New York 11232

Fifty (50%) percent member

31st Signed at Miami, Florida, on this 31st day of July, 1997 in the presence of the undersigned witnesses.

WITNESSES:

STATE OF LOUISIANA
PARISH OF ORLEANS

Karen C. Cameron

Janice D. Smith

STATE OF New York
COUNTY OF Kings
Feb 26, 1997

DUPUY STORAGE & FORWARDING CORPORATION

BY: ______________________
ALLAN B. COLLEY, President

____
NOTARY PUBLIC

CONTINENTAL TERMINALS, INC.

BY: ______________________
DOUGLAS MARTOCCI, President

____
NOTARY PUBLIC

BERNARD POLLACK
Notary Public, State of New York
No. 24-8400911
Qualified in Kings County
Commission Expires Nov. 30, 1998

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared

ALLAN B. COLLEY, President of
DUPUY STORAGE & FORWARDING CORPORATION
-and-
DOUGLAS MARTOCCI, President of
CONTINENTAL TERMINALS, INC.

to me known to be the persons who signed the foregoing instrument as Organizers, who being duly sworn, did acknowledge and declare in the presence of the witnesses whose names are subscribed to said instrument, that they signed said instrument on behalf of the respective corporations as their free act and deed for the purposes described therein.

IN WITNESS WHEREOF, the said appearers and witnesses and I have hereunto fixed our hands on this 31st day of July, 1997.

WITNESSES:

Karen A. Cameron

Janice A. Smith

DUPUY STORAGE & FORWARDING CORPORATION

BY: ______________________
ALLAN B. COLLEY, President

NOTARY PUBLIC

STATE OF New York
COUNTY OF Kings
Aug 05, 1997

CONTINENTAL TERMINALS, INC.

BY: ______________________
DOUGLAS MARTOCCI, President

NOTARY PUBLIC

BERNARD POLLACK
Notary Public State of New York
No. 24-8400975
Qualified in Kings County
Commission Expires Nov. 30, 1998

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A F F I D A V I T

COUNTY/PARISH OF Orleans

STATE OF La

BEFORE ME, the undersigned Notary Public, personally came and appeared:

ALLAN B. COLLEY, President of Dupuy Storage & Forwarding Corporation

-AND-

DOUGLAS MARTOCCI, SR., President of Continental Terminals, Inc.

who, after being duly sworn and deposed, did state as follows:

1. In accordance with the provisions of Section 608.407 (2) FS, deponents declare that the Limited Liability Company known as Colmar Storage, LLC has at least two (2) members.

2. Additionally, deponents state that they have each contributed a one-half (1/2) interest in that certain Florida Partnership known as Colmar Storage Partnership which interests are comprised of miscellaneous equipment and cash accounts valued at a total of ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) DOLLARS.

ALLAN B. COLLEY, President
Dupuy Storage & Forwarding
Corporation

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 15th
DAY OF April, 1997.

NOTARY PUBLIC

INITIAL REPORT

OF

COLMAR, L.L.C.

1. The name of this limited liability company is: COLMAR STORAGE, L.L.C.

2. The location and municipal address, not a post office box only, of this limited liability company is:

6695 N.W. 36th Avenue
Miami, Florida 33147

3. The full name and municipal address, not a post office box only, of this limited liability company's registered agent is:

Richard B. Austin
300 Rochester Building
8390 Northwest 53rd Street
Miami, Florida 33166

4. The names and municipal addresses, not a post office box only, of the members:

Dupuy Storage & Forwarding Corporation
4300 Jourdan Road
New Orleans, Louisiana 70126

Continental Terminals, Inc.
738 Third Avenue
Pier Foot of 23rd Street
Brooklyn, New York 11232

DUPUY STORAGE & FORWARDING CORPORATION

BY: ______________________
ALLAN B. COLLEY, President

CONTINENTAL TERMINALS, INC.

BY: ______________________
DOUGLAS MARTOCCI, President

FILED

97 AUG -5 PM 3:17

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGENT'S AFFIDAVIT

AND

ACKNOWLEDGEMENT OF ACCEPTANCE

FOR

COLMAR STORAGE, L.L.C.

I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above-named limited liability company.

RICHARD B. AUSTIN
300 Rochester Building
8390 Northwest 53rd Street
Miami, Florida 33166

SWORN TO AND SUBSCRIBED

BEFORE ME, THIS 1st

DAY OF August, 1997.

affiant is personally known to me.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
GWEN C DUNN
COMMISSION NUMBER
CC463206
MY COMMISSION EXP.
MAY 30,1999