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CUSTOMER NO: 5674A

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CUSTOMER: Robert C. Burke, Jr., Esq  
KIMPTON BURKE & WHITE

Suite 100  
28059 U.s. Highway 19, North  
Clearwater, FL 34621

DOMESTIC FILING

NAME: TERROIR BRANDS, L.C.

EFFECTIVE DATE:

XXXX ARTICLES OF INCORPORATION  
       CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING

XXXX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Stacy L Earnest

EXAMINER'S

Name	Availability
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Acknowledgement	W. P. Verifier

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**ARTICLES OF ORGANIZATION**  
**OF**  
**TERROIR BRANDS, L.C.**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE I.**

**NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be TERROIR BRANDS, L.C., and its principal office shall be located at 1520 Lockmeade Place, Oldsmar, Florida 34677-5121, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

**ARTICLE II.**

**PURPOSES AND POWERS**

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.

2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.

3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in now way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

### ARTICLE III.

#### EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of,

the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

#### ARTICLE IV.

##### MANAGEMENT

This limited liability company shall be managed by one (1) manager. The name and address of the person who shall serve until the first annual meeting of the members or until his successor is elected and qualified is as follows:

Antoine P. Songy, 1520 Lockmeade Place, Oldsmar, Florida 34677-5121.

#### ARTICLE V.

##### MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of a majority of the members.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

In the event that any member desires, voluntarily or involuntarily, to sell, assign, pledge, or otherwise transfer or encumber in any manner or by any means whatsoever, all or a part of his membership interest, such member shall give notification to all other members, in writing, return receipt requested. The other members then existing shall then have an option to purchase proportionately all of the membership interest of the member desirous of sale as set out above. The other members shall evidence the exercise of such option by given written notice of such exercise within thirty (30) days of receipt of the selling member's desire to so sell. Closing shall then take place on or before sixty (60) days thereafter with respect to such membership interest to be purchased by the electing members. If more than one member then exists, such interest shall be proportionate amongst the members purchasing same. Upon any member failing to exercise its option to purchase, such member's entitlement shall be divided

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proportionately amongst all other members desirous of purchase. The purchase price shall be that of a right of first refusal matching the price as offered by any third party purchaser, converting all non-cash purchase considerations to reasonable cash equivalency, and payable in accordance with the same terms as that as offered by such third party purchaser. If such purchase is of an involuntary nature, then the purchase price shall be the fair market value of such member's interest as determined by mutually acceptable appraiser, and if an appraiser is not mutually accepted then as determined by arbitration.

#### ARTICLE VI.

##### CAPITAL CONTRIBUTIONS

Capital contributions in the amount of Fifteen Thousand and No/100 (\$15,000.00) Dollars cash shall be paid to the limited liability company by the members in proportionate shares. Additional contributions will be made as required for investment purposes, as determined by majority consent of the members. Members will make contributions in proportionate shares.

#### ARTICLE VII.

##### PROFITS AND LOSSES

1. **Profit Sharing.** The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to a proportionate distributive share of the profits. The distributive share of the profits shall be determined and paid to the members as determined by majority vote of the members.

2. **Losses.** All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members in proportionate shares.

#### ARTICLE VIII.

##### DURATION

This limited liability company shall exist for a period of forty (40) years, or such shorter time until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

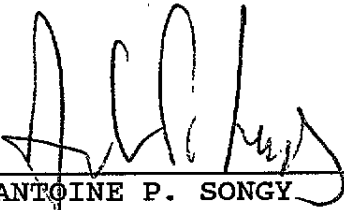
**ARTICLE IX.**


**INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the limited liability company is 1520 Lockmeade Place, Oldsmar, Florida 34677-5121, and the name of the company's initial registered agent at that address is Antoine P. Songy.

The undersigned, being the original members of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of TERROIR BRANDS, L.C.

Executed by the undersigned at Clearwater, Florida, on the 27th day of October, 1997.

  
ANTOINE P. SONGY

  
JOANNA SONGY

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[ATTACH AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS AND STATEMENT DESIGNATING REGISTERED AGENT AND OFFICE.]

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**AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS**


STATE OF FLORIDA  
COUNTY OF PINELLAS

In compliance with Florida Statutes Section 608.407(2), the undersigned members of TERROIR BRANDS, L.C. depose and say:

1. The limited liability company identified above has at least two members.

2. The total amount of cash contributed by the members is Fifteen Thousand and No/100 (\$15,000.00) Dollars.


  
ANTOINE P. SONGY

  
JOANNA SONGY

The foregoing instrument was acknowledged before me this 27th day of October, 1997 by ANTOINE P. SONGY and JOANNA SONGY, members, on behalf of TERROIR BRANDS, L.C., a limited liability company. They are ( ) personally known to me or (X) have produced a U. S. Passport and Florida as identification.  
driver's license respectively



Carla Guidry  
MY COMMISSION # CC564841 EXPIRES  
September 3, 1998  
BONDED THRU TROY FAIR INSURANCE, INC.

  
Notary Public, State of Florida  
Name: Carla Guidry  
Serial No: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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STATEMENT DESIGNATING REGISTERED AGENT AND OFFICE

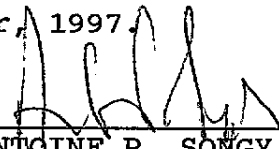
STATE OF FLORIDA  
COUNTY OF PINELLAS

Pursuant to the provisions of Sections 608.415 and 608.407(1)(d) of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida:

The name of the limited liability company is TERROIR BRANDS, L.C.

The name of the registered agent for TERROIR BRANDS, L.C. is ANTOINE P. SONGY and the street address of the company's principal office where the agent is located is 1520 Lockmeade Place, Oldsmar, Florida 34677-5121.


This statement is to acknowledge that, as indicated above, TERROIR BRANDS, L.C. has appointed me, ANTOINE P. SONGY, as its registered agent to accept service of process for the company at the place designated above in this certificate. I accept this 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.

Dated this 27th day of October, 1997.  
  
ANTOINE P. SONGY

The foregoing instrument was acknowledged before me this 27th day of October, 1997, by ANTOINE P. SONGY, agent on behalf of TERROIR BRANDS, L.C., a limited liability company. He is ( ) personally known to me or (X) has produced a U. S. Passport as identification.



Carla Guidry  
MY COMMISSION # 00564841 EXPIRES  
September 3, 1998  
BONDED THRU TROY FAWN INSURANCE, INC.

  
Notary Public, State of Florida  
Name: Carla Guidry  
Serial No: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_