

**Smith
Smith
&
Parker**

ATTORNEYS AT LAW, P.A.

L98000000237

Michael S. Smith
Stephen A. Smith, P.A.
Gregory A. Parker

February 23, 1998

Corporate Records Bureau
Division of Corporations
Department of State
P.O. Box 6327
Tallahassee, Florida 32314

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RE: Lighthouse Pizza, L.L.C.

500002439675-1
-02/24/98-DP103-DU3 1
****285.00 ****285.00

Dear Sir/Ma'am:

Enclosed herewith for processing are the Articles of Organization and Regulations for the above referenced limited liability company, together with our check in the amount of \$285.00 to cover the necessary charges.

We would appreciate your returning to this firm a certified copy of the documents. *CM*

Thank you for your courtesy and assistance in this matter.

Sincerely,



G. Cline Moore

GCM/fd

Enclosure

ARTICLES OF ORGANIZATION
OF
LIGHTHOUSE PIZZA, LIMITED LIABILITY COMPANY

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 Lighthouse Pizza, L.L.C., and its principal office shall be located at 720 South Jefferson Street, in the City of Perry, County of Taylor, State of Florida, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

RELATIONSHIP TO DOMINO'S PIZZA, INC. AND STANDARD FRANCHISE AGREEMENT

Notwithstanding any term, condition, or provision in this Agreement to the contrary, Lighthouse Pizza, L.L.C., Kenneth R. Stohr, Sr., Kenneth R. Stohr, Jr., and Kenneth A. Stohr, and any other individual who shall become a member of Lighthouse Pizza, L.L.C. expressly acknowledge and agree that Kenneth R. Stohr, Sr. is the approved franchisee under the Standard Franchise Agreement (SFA) and any and all rights and interests set forth in this Agreement are expressly contingent upon, and subject to, the rights of Domino's Pizza, Inc. (DPI) set forth in the SFA. These rights include, but are not limited to, DPI's right of approval and right of first refusal of any attempted transfer of any form of majority or controlling interest in Lighthouse Pizza, L.L.C. from Kenneth R. Stohr, Sr., as well as any other contractual rights or provisions DPI may have under the SFA, including the right to approve any assignments.

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:

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1. To engage in the operation of Domino's Pizza stores and such other businesses as are reasonably related to such operation.

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 no 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.

ARTICLES 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 compliance with the regulations of the limited liability company.

ARTICLES IV

MANAGEMENT

Management of this limited liability company is reserved to its members, whose names and addresses are as follows:

Kenneth R. Stohr, Sr. 720 S. Jefferson Street Perry, Florida 32347	52%
Kenneth R. Stohr, Jr. 720 S. Jefferson Street Perry, Florida 32347	24%
Kenneth A. Stohr 720 S. Jefferson Street Perry, Florida 32347	24%

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ARTICLE V

MEMBERSHIP RESTRICTIONS

New members may be admitted by consent of the approved Domino's Pizza franchisee. 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 without the consent of Domino's Pizza, Inc. (DPI). DPI shall hold the first right of refusal regarding any transfer of a member's interest in the LLC.

The majority interest holder has the right to acquire the interest of the minority interest

holders at a predetermined price to be agreed upon by all interest holders at the first meeting of the LLC. This right of the majority interest holder is subject to DPI's right of first refusal.

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 with the consent of DPI.

Minority interest holders have no right to veto the decisions of the approved Domino's Pizza franchisee. The vote of the holder of the majority interest (the approved Domino's Pizza franchisee) will prevail on all voting decisions notwithstanding any dissenting view or vote.

ARTICLE VI

PROFITS AND LOSSES

(a) *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 an equal distributive share of the profits specified as follows:

<u>NAME OF MEMBER</u>	<u>PERCENTAGES</u>
Kenneth R. Stohr, Sr.	52%
Kenneth R. Stohr, Jr.	24%
Kenneth A. Stohr	24%

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The distributive share of the profits shall be determined and paid to the members KENNETH R. STOHR, SR., KENNETH R. STOHR, JR., and KENNETH A. STOHR each year on the anniversary date of the commencement of business of the limited liability company, the month and day of the commencement date being _____.

(b) *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 equal shares.

ARTICLE VIII

DURATION

This limited liability company shall exist until dissolved in a manner provided by law, or as

provided in the regulations adopted by the members.

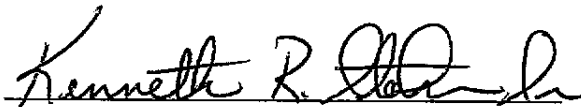
ARTICLE IX

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company its 720 South Jefferson Street, City of Perry, County of Taylor, State of Florida, and the name of the company's initial registered agent at that address is KENNETH R. STOHR, SR..

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

Executed by the undersigned at 720 S. Jefferson St. on 2/17/1998
Perry FL 32347



KENNETH R. STOHR, SR.

Registered Office and Registered Agent

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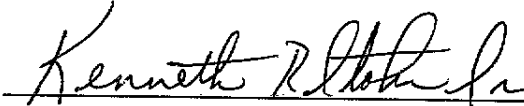
AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

STATE OF FLORIDA)
COUNTY OF TAYLOR)

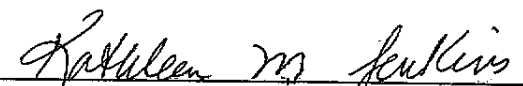
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In compliance with Florida Statutes Section 608.407(2), the undersigned member or authorized representative of a member of LIGHTHOUSE PIZZA L.L.C. deposes and says:

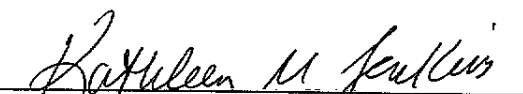
1. The limited liability company identified above has at least two members.
2. The total amount of cash contributed by the members is \$2,000.00.
3. There is no other contribution being made by the members other than as set forth in paragraph two above.
4. The total amount to be contributed by the members is \$2,000.00.


KENNETH R. STOHR, SR.

The foregoing instrument was acknowledged before me this 17th day of February 1998, by KENNETH R. STOHR, SR., as the authorized representative on behalf of LIGHTHOUSE PIZZA, a limited liability company. He is personally known to me or has produced Florida Driver's License as identification.


Notary Public - State of Tennessee

The foregoing instrument was acknowledged before me this 17 th day of February 1998, by KENNETH R. STOHR, JR. and KENNETH STOHR, as the authorized representative on behalf of LIGHTHOUSE PIZZA, a limited liability company. They are personally known to me or has produced Tennessee Driver's License as identification.


Notary Public - State of Tennessee

Expires: Feb 6, 2000

STATEMENT DESIGNATING REGISTERED AGENT AND OFFICE

STATE OF FLORIDA)
COUNTY OF TAYLOR)

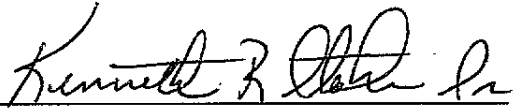
Pursuant to the provisions of Sections 608.415 and 608.407(1)(d) of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida.

The name of the limited liability company is LIGHTHOUSE PIZZA, L.L.C.

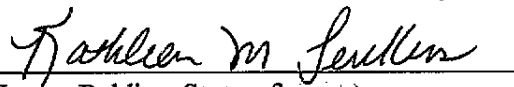
The name of the registered agent for LIGHTHOUSE PIZZA, L.L.C. is KENNETH R. STOHR, SR. and the street address of the company's principal office where the agent is located is 720 South Jefferson Street, Perry, Taylor County, Florida 32347.

This statement is to acknowledge that, as indicated above, LIGHTHOUSE PIZZA, L.L.C. has appointed me, KENNETH R. STOHR, SR., 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.

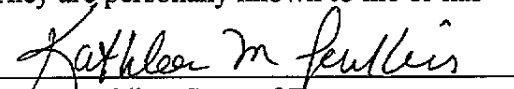
Dated: ~~January~~ February 17, 1998.


KENNETH R. STOHR, SR.
Registered Agent
Expires: Feb 6, 2000

The foregoing instrument was acknowledged before me this ^{17th} ~~7th~~ day of ~~August~~ ^{February} 1998 ¹⁴ by KENNETH R. STOHR, SR., as Registered Agent on behalf of LIGHTHOUSE PIZZA, a limited liability company. He is personally known to me or has produced Florida Driver's License as identification.


Notary Public - State of Tennessee

The foregoing instrument was acknowledged before me this ^{17th} ~~7th~~ day of ~~August~~ ^{February} 1998, by KENNETH R. STOHR, JR., and KENNETH A. STOHR as Registered Agent on behalf of LIGHTHOUSE PIZZA, a limited liability company. They are personally known to me or has produced Tennessee Driver's License as identification.


Notary Public - State of Tennessee
Expires: Feb 6, 2000

OPERATING AGREEMENT
OF
LIGHTHOUSE PIZZA, L.L.C.,
a Florida Limited Liability Company

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TALLAHASSEE, FLORIDA

ARTICLE I
RELATIONSHIP TO DOMINO'S PIZZA, INC. AND STANDARD FRANCHISE
AGREEMENT

Notwithstanding any term, condition, or provision in this Agreement to the contrary, LIGHTHOUSE PIZZA, L.L.C., Kenneth R. Stohr, Sr., Kenneth R. Stohr, Jr., and Kenneth A Stohr, and any other individual who shall become a member of LIGHTHOUSE PIZZA, L.L.C. expressly acknowledge and agree that Kenneth R. Stohr, Sr. is the approved franchisee under the Standard Franchise Agreement (SFA) and any and all rights and interests set forth in this Agreement are expressly contingent upon, and subject to, the rights of Domino's Pizza, Inc. (DPI) set forth in the SFA. These rights include, but are not limited to, DPI's right of approval and right of first refusal of any attempted transfer of any form of majority or controlling interest in LIGHTHOUSE PIZZA, L.L.C. from Kenneth R. Stohr, Sr., as well as any other contractual rights or provisions DPI may have under the SFA, including the right to approve any assignments.

MEMBERS' INTEREST IN COMPANY

Section 1. *Certificates of membership interest.* The company shall have the power to issue certificates of membership interest in registered form representing ownership of an interest in the company ("certificates"). The denominations of the certificates shall correspond to the amount of capital contributed by the member to the company. The certificate shall be transferable or interchangeable on presentation at the office of the company, properly endorsed or accompanied by an instrument of transfer and executed by the member or his or her authorized attorney, together with payment of any tax or governmental charge imposed upon the transfer of certificates. The company shall replace any mutilated, lost, stolen or destroyed certificate on proper identification, indemnity satisfactory to the company and payment of any charges incurred in the replacement. On a return of all or any portion of the capital of the company contributed by a member holding a certificate the member shall surrender the certificate or certificates for appropriate adjustment prior to receipt of his or her capital contribution.

Section 2. *Transfer of member's interest.* A member's interest in the limited liability company may not be sold or otherwise transferred without the consent of Domino's Pizza Inc.

(DPI). DPI shall hold the first right of refusal, as well as right of approval, regarding any transfer of a member's interest in the LLC. The majority interest holder has the right to acquire the interest of the minority interest holders at a predetermined price to be agreed upon by all interest holders at the first meeting of the LLC. This right of the majority interest holder is subject to DPI's right of first refusal.

ARTICLE II

MEMBER MEETINGS

Section 1. *Annual meetings.* Unless otherwise decided by resolution of the members, annual meetings of the members shall be held on the first Monday of January of each fiscal year of the company if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, ten on the next business day following, beginning at 7:00 pm, or at any other time and place as the members may decide by resolution and designate in the notice of the meeting. If the annual meeting or the election of a manager or managers is not held on the day designated in this Section, the members shall conduct the election a meeting of the members as soon as is convenient. The annual meeting shall be for the purpose of electing a manager or managers and for transacting any other business which may properly come before the meeting.

Section 2. *Special meetings.* Special meetings of the members, for any purpose or purposes, unless prescribed by statute or by the Articles of Organization of the company, shall be held when called for by the approved Domino's Pizza franchisee or when requested in writing by the holders of not less than 50% percent of the then existing contributed capital of the company.

Section 3. *Place.* All meetings of the members shall be held within or without the State of Florida as shall be designated in the notice of meeting given pursuant to this Article or in a duly executed waiver of notice of the meeting.

Section 4. *Notice.* Whenever members are required or authorized to take any action at a meeting, a written notice of the meeting, stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered no fewer than 10 nor or more than sixty (60) days prior to the date set for the meeting, either by hand delivery or by first class mail, to each member entitled to vote at the meeting. If mailed, notice shall be deemed delivered three days after deposit in the United States mail addressed to the member at his or her address as it appears on the books of the company, with first class postage prepaid. Written waiver by a member of notice of a members meeting, signed by him or her, whether before or after the time stated on the notice, shall be equivalent to the giving of the notice.

Section 5. *Consents.* Personal presence of a member shall not be required, provided a written consent to or rejection of the proposed action is submitted to the chairman of the meeting. Attendance by a member and voting in person at any meeting shall revoke any written consents or rejections of the member submitted with respect to action proposed to be taken at the meeting.

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Submission of a later dated written consent or rejection with respect to any action shall revoke an earlier one as to the action. Every consent or rejection must be signed by the member or his or her attorney-in-fact. All questions regarding the validity of consents or rejections shall be determined by the manager or managers presiding over the meeting.

Section 6. *Action by written consent.* Any matter on which the members are authorized to take action under law, the Article of Organization or these Regulations may be taken by the members without a meeting assembled if written consents to the action by the members are signed by the members entitled to vote on the action at a meeting and who hold a majority in interest of the members (as defined in Section 8 of this Article) or any greater ownership interest in the company as may be required by law, by the Articles of Organization or by these Regulations.

Section 7. *Adjourned meeting.* On an adjournment of a meeting, it shall not be necessary to give any notice of the adjourned meeting, provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business which might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If, however, after the adjournment, the manager or managers fix a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in Section 4 of this Article to each member of record on the new record date entitled to vote at such meeting.

Section 8. *Member quorum and voting.* The holders of a majority in interest of all interests shall constitute a quorum at a meeting of members, except as otherwise prescribed by law or by the Articles of Organization of the company. All members present in person or represented by written consent at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, except as prescribed by law or the Articles of Organization. If a quorum is present, the affirmative vote of a majority in interest of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless otherwise provided by law, these Regulations or the Articles of Organization of the company. All questions regarding the qualification of voters and the acceptance or rejection of votes shall be decided by the manager or managers presiding over the meeting.

Minority interest holders have no right to veto the decisions of the approved Domino's Pizza franchisee. The vote of the holder of the majority interest (the approved Domino's Pizza franchisee) will prevail on all voting decisions notwithstanding any dissenting view or vote.

Section 9. *Closing of transfer books or fixing of record date.* For the purpose of determining members entitled to notice of or vote at any meeting of members or any adjournment or postponement of any meeting of members, or in order to make a determination of members for any other proper purpose, the manager or managers of the company may provide that the transfer books shall be closed for a stated period, but not to exceed, in any case, ten days. If the transfer books shall be closed for the purpose of determining members entitled to notice of or to vote at a

meeting of members, the books shall be closed for at least two days immediately preceding the meeting. In lieu of closing the transfer books, the manager or managers may fix in advance a date as the record date for any such determination of members, this date in any case to be not more than one day and, in case of a meeting of members, not less than ten days prior to the date on which the particular action requiring the determination of members is to be taken. If the transfer books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, or members entitled to notice of or to vote at a meeting of members, or members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed shall be the record date for the determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, the determination shall apply to any adjournment or postponement of the meeting.

ARTICLE III

MANAGEMENT

Section 1. *Manager election, term and responsibilities.* The company shall be managed by one or more managers. The members shall elect the manager or managers annually at the annual meeting of the members, and each manager shall serve at the pleasure of the members. The respective offices and responsibilities of the managers shall be determined by resolution of the members, which may be amended from time to time solely by the members.

Section 2. *Powers.* The powers of the manager or managers may be enlarged or restricted, as set forth in the resolution of the members; provided, however, that the manager or managers shall not have the right or power to do any of the following acts without a vote by the members approving the acts:

- (a) Sell, assign, pledge, mortgage or otherwise encumber any of the property, real, personal or mixed, of the company;
- (b) Borrow money in the name of the company or utilize collateral owned by the company as security for loans;
- (c) Assign, transfer, pledge, compromise or release any of the claims of or debts due the company except on payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies between the company and third parties;
- (d) Make, execute or deliver any assignment for the benefit of creditors, or any bond, confession or judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all of the property of the company; or
- (e) Lease or mortgage any real estate of the company or any interest in the real estate

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of the company or enter into any contract for any such purpose.

Section 3. *Transfer of company property.* Real or personal property owned or purchased by the company shall be held and owned or purchased by the company shall be held and owned, and conveyances shall be made, in the name of the company. When authorized in accordance with Section 2 of this Article, instruments and documents providing for the acquisition, mortgage, or disposition of property of the company shall be valid and bind the company if they are executed by one or more managers of the company.

Section 4. *Compensation.* The members shall have the authority to approve reasonable compensation of the manager or managers and to approve reasonable compensation for any member for the services actually rendered to this company. The members may, by resolution, reimburse all members and managers for actual expenses incurred in attending meetings of members.

Section 5. *Indemnification.* The company may indemnify to the fullest extent permitted by law any person who was or is a party or has threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is a manager of the company, or is or was serving at the request of the company as a director, officer, employee or agent of any other company, partnership, joint venture, trust or other enterprise.

ARTICLE IV

FISCAL MATTERS

Section 1. *Capital account.* Each member shall have a capital account which shall be increased by:

(a) The amount of money and the fair market value of property (net of liabilities that the company assumes or take the property subject to) contributed by him or her to the company; and

(b) The amount of any company income and gain allocated to him or her; and shall be decreased by:

(c) The amount of money and the fair market value of property (net of liabilities that the member assumes or takes the property subject to) distributed to him by the company; and

(d) Allocations to him or her of company expenditures that are not deductible in computing the company's taxable income and are not capital expenditures; and

(e) Allocations to him or her of company loss and deduction.

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A member shall not be entitled to any part of his or her capital account or to receive any distribution from the company, except as may be authorized by the members or until the full and complete winding up and liquidation of the business and affairs of the company. No member shall be entitled or required to make any capital contributions to the company other than as provided in these Regulations or in the Articles of Organization of the company. No interest shall be paid on the initial or any subsequent capital contribution to the company.

Section 2. *Profits and Losses.* An individual income account shall be maintained for each member. The net profits or net losses of the company, after providing for the expenses of the company, shall be distributable or chargeable, as the case may be, to each of the members according to their pro rata interest in the company as determined with reference to their respective capital accounts. Profits and losses shall be credited or debited to the individual income accounts as soon as practicable after the close of each fiscal year or otherwise as may be agreed to by the members. If there is no balance in a member's income account, net losses shall be debited to the member's capital accounts. If the capital account of a member shall have been depleted by the debiting of losses, future profits allocable to that member shall not be credited to his or her income account until the depletion in his or her capital account shall have been made up, the member's subsequent share of the profits of the company shall be credited to his or her income account.

Section 3. *Loans.* Any member may, but shall not be required to, make loans to the company in an amount, at a time and on terms as may be approved by resolution of the members. No loan in this manner shall be considered a contribution to capital. The company shall not loan or advance funds to any member, nor permit its assets to be encumbered to secure the obligations of a member, without the prior consent of each of the other members.

Section 4. *Distributions.* Available cash shall be distributable to the members in proportion to their respective then existing non-returned, contributed capital. Available cash is (i) that sum of cash resulting from business operations, including sales revenues, royalties, interest income and any other income derived from sale or use of products developed by this company plus funds reserved in a previous fiscal year but released without expenditure, less (ii) all cash expenditures, including, but not limited to, real and personal property taxes, principal and interest payments on all loans made to the company, insurance, capital requirements, accounting and legal fees and supplies, and less any amount which the manager or managers may reasonably determine to be necessary as a reserve for operating expenses, capital improvements, security deposits or contingencies, but not including cost expenditures previously reserved against in a prior fiscal year. Distributions of available cash shall be made no less often than annually, as determined the manager or managers.

ARTICLE V

FINANCIAL STATEMENTS AND BOOKS

Section 1. *Books of account.* The manager or managers shall keep adequate books of account of the company which shall record and reflect all of the capital contributions of the members to the company and all of the expenses and transactions of the company. The books of account shall be kept at the principal place of business of the company, and each member and his or her authorized representative shall have, at reasonable times during normal business hours, free access to and the right to inspect and, at his or her expense, copy the books of account and all records of the company, including a list of the names and addresses and interests owned of each of the members. All books and records of the company shall be kept on the basis of an annual accounting period ending on December 31, except for the final accounting period which shall end on the dissolution or termination of the company without reconstitution.

Section 2. *Bank accounts, funds, and assets.* The company's funds shall be deposited in a bank or banks as the manager or managers deem appropriate. These funds shall be withdrawn only by the authorized persons as designated by the manager or managers.

Section 3. *Tax returns and reports.* The manager or managers at the company's expense, shall cause income tax returns and reports for the company to be prepared and timely filed with the appropriate authorities. The manager or managers shall also, at the company's expense, cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with these entities under then current applicable laws, rules and regulations. Any member shall be provided with a copy of any such report on request without expense to him or her.

Section 4. *Reports and financial statements.* The manager or managers shall, at the company's expense, provide the following reports and financial statements to the members:

(a) Within 90 days after the end of each fiscal year, (i) a balance sheet as of the end of that fiscal year, together with related statements of income, members' equity, and changes in financial position, (the balance sheet and statements to be prepared in accordance with generally accepted accounting principles and applicable law and shall be accompanied by an auditor's report containing an unqualified opinion of the independent certified public accountants preparing such report), and (ii) a report of the activity of the company for the fiscal year; and

(b) Within 60 days after the end of each fiscal quarter, a report of the period containing an unaudited balance sheet, statement of income and statement of changes in financial position and a report covering the activities of the company for the quarter; and

(c) As soon as practicable after the end of each fiscal year but not later than January 30, all information necessary for the preparation of a member's federal income tax returns.

ARTICLE VI

DISSOLUTION AND LIQUIDATION

The company shall be dissolved on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or manager, or on the occurrence of any other event which terminates the continued membership of a member in the company. On the company's dissolution, the members shall appoint a liquidating agent who, at the direction of the members, will proceed to make a full and general accounting of the assets and liabilities of the company, liquidate the assets of the company, discharge its liabilities, and otherwise wind up the affairs of the company. Profits and losses accruing during the course of the liquidation will continue to be allocated among the member as set forth in Section 2 of Article IV. A reasonable time shall be allowed for the orderly liquidation of the assets of the company and the discharge of liabilities to creditors so as to minimize the normal losses attendant on a liquidation; provided, however, that in no event shall the liquidation of the assets of the company, the payment of creditors, and the distribution of company assets to the members occur more than 90 days after the occurrence of the event causing the dissolution of the company. On completion of the liquidation of the company's assets and the restatement of the members' capital accounts pursuant to Section 1 of Article IV, any member with a deficit capital account shall be required to restore such deficit to the company in accordance with Internal Revenue Service, Department of Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3). Any assets of the company remaining after liquidation shall then be applied as follows:

- (a) First, to pay and discharge all the company's debts and other liabilities not already satisfied.
- (b) Second, to establish a reserve for contingent liabilities of the company, if any, in an amount agreed to by the members.
- (c) Last, the balance to the members in proportion to their respective positive capital accounts in accordance with Internal Revenue Service, Department of Treasury Reg. Section 1.704-1(b)(2)(ii)(b)(2).

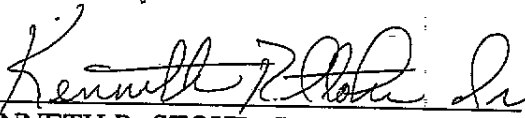
ARTICLE VII

REGULATION AMENDMENT

These Regulations may be altered, amended, added to or repealed only by an affirmative majority vote of the members at any special meeting of the members, if notice of the proposed alteration, amendment, addition or repeal is contained in the notice of the meeting. These Regulations are intended to govern and manage the affairs of the limited liability company, and no Regulations, amended or otherwise, shall be inconsistent with law or the articles of organization.

This certifies that the preceding constitutes the Operating Agreement of LIGHTHOUSE PIZZA, L.L.C., as adopted on February 17, 1998 by the members of the company, all of whom sign below.

FILED
98 FEB 24 PM 1:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA


KENNETH R. STOHR, SR.


KENNETH R. STOHR, JR.


KENNETH A. STOHR

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98 FEB 24 PM 3:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA