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May 4, 1998

Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

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-05/08/98--01093--008
****285.00 ****285.00

Re: Port Crane Maintenance Company,
L.L.C.

Gentlemen:

Please find enclosed an original and one copy of the Articles of Organization for Port Crane Maintenance Company, L.L.C. for filing, together with our firm check in the amount of \$285.00 representing the required filing fee.

We would appreciate your returning a copy of the Certificate and Articles to our office by return mail.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Louis Stinson, Jr.

Name	5/11/98
Availability	dec
Document Examiner	LSJr/msp EnclosuresDCC
Updater	ncc
Updater Verifier	DCC
Adm. no. judgement	DCC
W. P. Verifier	DCC

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TALLAHASSEE, FLORIDA

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**ARTICLES OF ORGANIZATION
OF
PORT CRANE MAINTENANCE COMPANY, L.L.C.**

PREAMBLE

The undersigned hereby adopt these Articles of Organization for the purpose of forming a Limited Liability Company under The Florida Limited Liability Company Act (Chapter 608 of the Florida Statutes).

**ARTICLE I
NAME**

The name of this Limited Liability Company is: Port Crane Maintenance Company, L.L.C.

**ARTICLE II
DURATION - DISSOLUTION**

The Company shall commence on the date of the filing of these Articles of Organization with the Florida Department of State and shall continue until the first to occur: (1) December 31, 2029; or (2) dissolution pursuant to the provisions of the Florida Limited Liability Law or the Regulations of the Company; (3) the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or any other event which terminates the continued membership of a Member in the Company, unless the business of the Company shall be continued upon the unanimous written consent of the remaining Members; or (4) as the members may agree.

**ARTICLE III
PURPOSE**

The purpose and business of the Company shall be to provide and conduct gantry crane maintenance, management and related services in the Port of Miami or other locations in Miami-Dade County, Florida and incidental activities related thereto. In addition to the foregoing, the Company may engage in any activity permitted under the laws of the State of Florida.

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ARTICLE IV
BUSINESS, MAILING AND AGENT ADDRESS

4.1 Place of Business. The initial business address of the Company is 125 N.E. 9th Street, Miami, Florida 33132 or such other places as the Members may designate from time to time.

4.2 Mailing Address. The initial mailing address of the Company is 125 N.E. 9th Street, Miami, Florida 33132.

4.3 Registered Agent. The initial Registered Agent of the Company is Michael R. Storace., 5975 Sunset Drive, Suite 504, South Miami, Florida 33143.

ARTICLE V
MEMBERSHIP

5.1 Membership and Initial Members. Membership shall be a minimum of two (2) and a maximum of thirty-five (35) members. New Members may be admitted only upon the unanimous written consent of the initial Members and in accordance with these Articles of Organization, the Regulations of the Company and upon such other terms and conditions as shall be determined by all Members. The initial Members shall be ITO Corporation of Florida, 1007 N. America Way, Suite 310, Miami, Florida 33132 and Florida Stevedoring, Inc., 125 N.E. 9th Street, Miami, Florida 33132.

5.2 Transfer-Assignment. Membership in the Company may be transferred or assigned only upon the unanimous written approval of the Members unless agreed to the contrary in writing by all the Members. In the absence of such unanimous written approval, the transferee of the Interest of any Member shall not become a Member and shall have no right to participate in the management of the business and affairs of the Company, but shall be entitled to receive only the share of the profits or losses and the return of contributions to which that transferor Member would be entitled. Provided, notwithstanding the foregoing, upon the approval of the Members, provision can be made for transfer or assignment in an operating agreement.

5.3 Limited Liability. No Member, officer, manager or agent of the Company shall be liable under a judgment or decree, or order of a court, or in any other manner for a debt, obligation, or liability of the Company.

5.4 Indemnification. The Company shall indemnify any present or former Member or agent, or manager exercising powers or duties of a Member, to the full extent now or hereafter permitted by applicable law.

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ARTICLE VI

CAPITAL

6.1 Initial Capital. The initial capital of the Company shall be not less than Twenty Five Thousand (\$25,000) Dollars to be contributed by the initial Members or their assignees.

6.2 Additional Capital. Additional contributions to the capital of the Company shall be made upon an "as needed" basis as determined by the Members, and shall be made by the Members according to their participation or as may otherwise be agreed among themselves but in no event shall the capital of this Company exceed One Hundred Thousand (\$100,000) Dollars.

ARTICLE VII

DISTRIBUTIONS

Each Member shall share in net profits or losses from the operation of the business of the Company, and in the distribution of the property of the Company in the same proportions as that Members' participation as may be adjusted from time to time by reason of additional investments, as may be agreed to the contrary by the Members in writing.

ARTICLE VIII

ASSETS

8.1 Title. Real or personal property owned or purchased by the Company shall be held and owned, and conveyance shall be made, in the name of the Company.

8.2 Conveyance. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company, if they are executed by the Members or by an agent or manager duly appointed pursuant to these Articles of Organization, the Regulations of the Company and/or other written agreements among the Members.

ARTICLE IX

MANAGEMENT

9.1 Powers. The management of the Company shall be vested in the Members in proportion to their participation or their duly appointed manager. All Company powers shall be exercised, and the business and affairs of the Company shall be managed by and under the authority of the Members pursuant to the specific rules regarding rights and duties of

Members enumerated in these Articles of Organization, the Regulations of the Company and/or other written agreements among the Members.

9.2 Agent or Manager. Members may appoint one or more individuals or entities as limited agent(s) or manager(s) to facilitate the business of the Company. Such agent(s) or manager(s) shall act pursuant to specific revocable written instruction of limited duration. The name and address of the initial Managers of the Company shall be Christopher C. Morton, 1007 N. America Way, Suite 310, Miami, Florida 33132 and Jorge P. Roviroso, 125 N.E. 9th Street, Miami, Florida 33132.

9.3 Vote. Decisions on all matters shall be by unanimous vote of the Members' Participation unless specified to the contrary herein, in the Regulations of the Company and/or other written agreements among the Members. The vote of each Member shall be as set forth herein, in the Regulations of the Company, and/or other written agreements among the Members.

ARTICLE X **REGULATIONS**

At the first meeting of the Members after the execution of these Articles of Organization, the Members shall adopt Regulations containing provisions for the regulation and management of the affairs of the Company, not inconsistent with law or these Articles of Organization. The power to adopt, alter, amend or repeal the Regulations of the Company shall be vested in the Members.

ARTICLE XI **AMENDMENT**

These Articles of Organization, , may be amended at any time by the unanimous vote of the Members' Participation. These Articles of Organization shall be amended when:

- (1) there is a change in the name of the Company or in the amount or character of the contributions to capital;
- (2) there is a change in the character of the business of the Company;
- (3) there is a false or erroneous statement in these Articles of Organization;
- (4) there is a change in the time of dissolution of the Company as stated in these Articles of Organization;


- (5) the Members desire to make a change in any other statement in the Articles of Organization in order for it to accurately represent the agreement among them.

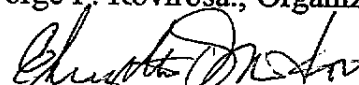
Any amendment shall be signed and sworn to by all Members and an amendment adding a new Member shall also be signed by the Member to be added. As a condition of membership all Members agree to execute such documents as may be required to effectuate duly authorized amendments to these Articles of Organization.

ARTICLE XII NOTICE

All notices to the Members pursuant to these Articles of Organization shall be in writing delivered in person or, by certified mail, return receipt requested, or by telegram, facsimile or other electronic transmission to such address as may be given in writing by said Member.

IN WITNESS WHEREOF the undersigned, as Organizers hereby execute these Articles of Organization this 5th day of May, 1998.


Jorge P. Rovirosa., Organizer


Christopher C. Morton, Organizer

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI- DADE)

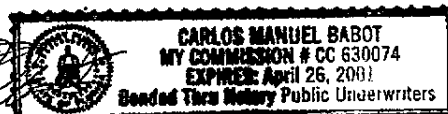
The foregoing instrument was acknowledged before me this 5th day of May, 1998,
by Jorge P. Rovirosa, who is personally known to me or has produced _____ as
identification.



Notary Public State of Florida
My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of May, 1998,
by Christopher C. Morton, who is personally known to me or has produced _____
as identification.

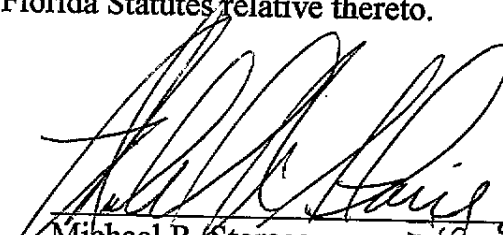


Notary Public State of Florida
My Commission Expires:

PORT CRANE MAINTENANCE COMPANY, L.L.C..
CERTIFICATE OF DESIGNATION OF REGISTERED AGENT

The undersigned having been named Registered Agent to accept service of process for the above stated PORT CRANE MAINTENANCE COMPANY, L.L.C. at the place designated in this Certificate, the undersigned, Michael R. Storace does hereby accept to act in that capacity, and agrees to comply with the provisions of Florida Statutes relative thereto.

DATED: May 5th, 1998


Michael R. Storace,
Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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AFFIDAVIT

The undersigned is an initial member of Port Crane Maintenance Company, L.L.C. and in accordance with Section 608.407(2) F.S. states as follows:

1. The initial members of this limited liability company are ITO Corporation of Florida, 1007 N. America Way, Suite 310, Miami, Florida 33132 and Florida Stevedoring, Inc., 125 N.E. 9th Street, Miami, Florida 33132.
2. The amount of initial actual cash contribution shall be Twenty Five Thousand (\$25,000) Dollars and no property other than cash shall be contributed.
3. The total cash and property anticipated to be contributed by the members shall not exceed One Hundred Thousand (\$100,000).

IN WITNESS WHEREOF, the undersigned has affixed his hand this 5th day of May, 1998 in Coral Gables, Florida.

FLORIDA STEVEDORING, INC.

By: _____

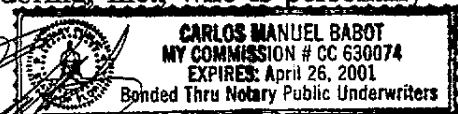
Jorge P. Rovirosa, Vice President

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of May, 1998, by Jorge P. Rovirosa, as Vice President of Florida Stevedoring, Inc., who is personally known to me and who did not take an oath.



Notary Public State of Florida

My Commission Expires:

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA