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David L. MacKay

MAC KAY & RANREW, P.A.
ATTORNEYS AT LAW
2801 S.W. College Road, Suite 1
Post Office Box 206, Ocala, Florida 34478-0206
(352) 237-3800 Fax (352) 237-0299

Thomas C. Ranew, Jr.

May 28, 1998

Secretary of State
Registration Section
Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

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*****293.75 *****293.75

Re: Marketing Solutions, L.C.

To Whom It May Concern:

Enclosed please find the Operating Agreement of Marketing Solutions, L.C., for filing. Also enclosed is our trust account check in the amount \$293.75, representing the \$250.00 filing fee, the \$35.00 Registered Agent fee, and the \$8.75 certificate of status fee.

Please file the Operating Agreement and return the letter of acknowledgment and certificate of status to the above address.

Should you have any questions, you may contact me at the above telephone number. Thank you for your assistance.

Very truly yours,

David L. MacKay

DAVID L. MacKAY
For the Firm

DLM/pg
Enclosures

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Name	CP 6-10
Availability	
Document Examiner	<i>SE</i>
Updater	<i>SE</i>
Updater Verifier	<i>SE</i>
Acknowledgment	<i>SE</i>
W. P. Verifier	<i>SE</i>

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FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

June 3, 1998

DAVID L. MACKAY
MACKEY & RANNEY, P.A.
2801 S.W. COLLEGE ROAD, SUITE 1
OCALA, FL 34478-0206

SUBJECT: MARKETING SOLUTIONS, L.C.
Ref. Number: W98000012665

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We have received your document for MARKETING SOLUTIONS, L.C. and your check(s) totaling \$293.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please list the complete principal's office address. This address must be a street address; a post office box is not acceptable.

The document must contain the entity's complete mailing address.

The registered agent must sign accepting the designation.

The affidavit must set forth the amount of the cash and a description and the agreed value of property other than cash contributed by the members, and the amount anticipated to be contributed by the members.

We are enclosing the proper form(s) with instructions for your convenience.

If you have any questions concerning the filing of your document, please call (850) 487-6020.

Tammi Cline
Document Specialist

Letter Number: 098A00031236

MACKEY & RANNEY, P.A.
ATTORNEYS AT LAW

David L. MacKay

2801 S.W. College Road, Suite 1
Post Office Box 206, Ocala, Florida 34478-0206
(352) 237-3800 Fax (352) 237-0299

Thomas C. Ranney, Jr.

June 9, 1998

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

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Attention: Tammi Cline
Document Specialist


Re: Letter No: 098A00031236
Marketing Solutions, L.C.

Dear Ms. Cline:

Enclosed are the documents, as required per the above-referenced letter, on behalf of Marketing Solutions, L.C. You are still holding our check in the amount of \$293.75. Please process the enclosed Operating Agreement for Marketing Solutions, L.C. at your earliest convenience.

If you need further information, please contact me at the above address or telephone number.

Very truly yours,



Pamela K. Greenwell
Legal Assistant to
David L. MacKay

:pkg
Enclosures

OPERATING AGREEMENT

OF

Marketing Solutions, L.C..

A FLORIDA LIMITED LIABILITY COMPANY

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OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into this 27 day of MAY, 1998, by and between the Members whose signatures appear on the signature page hereof.

The parties agree as follows:

ARTICLE I. - DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein);

- (a) "Articles of Organization" means the Articles of Organization of Marketing Solutions, L.C. as filed with the Secretary of State of Florida as the same may be amended from time to time.
- (b) "Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting interests of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any Person described in clauses (i) through (iii) of this sentence. For purposes of this definition, the term "controls", "is controlled by", or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.
- (c) "Capital Account" as of any given date means the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VIII.
- (d) "Capital Contribution" means any contribution to the capital of the Company in cash or property by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement.
- (e) "Capital Interest" means the proportion that a Member's positive Capital Account bears to the aggregate positive Capital Accounts of all Members whose Capital Accounts have positive balances as may be adjusted from time to time.
- (f) "Code" means the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.
- (g) "Florida Act" means the Florida Limited Liability Company Act as amended to the date of this agreement.
- (h) "Company" means Marketing Solutions, L.C.
- (i) "Majority Vote" means the affirmative vote or consent of a majority of the Members holding Capital Interests.
- (j) "Majority in Interest of the Remaining Members" means Members (other than the Dissociating Member) holding a majority of the Capital Interests (determined, however, by disregarding the Capital Interest of the Dissociating Member) and a majority of the profits allocated (determined, however, by disregarding the profits allocable to the Dissociating Member) based on any reasonable estimate of profits from the date of the dissociation of the Dissociating Member to the projected termination of the Company, taking into account present and future allocations of profits under this operating agreement as in effect at that time.

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(k) "Manager" shall mean one or more managers. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(l) "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased Membership Interests in the Company, he will have all the rights of a Member with respect to such Membership Interests, and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interests in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(m) "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

(n) "Operating Agreement" or "Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(o) "Person" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(p) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(q) "Selling Member" shall mean any Member or Economic Interest Owner, which sells, assigns, otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

(r) "Transferring Member" shall collectively mean a Selling Member and a Gifting Member.

ARTICLE II - FORMATION OF COMPANY

2.1 NAME - The name of the Company is Marketing Solutions, L.C.

2.2 PRINCIPAL PLACE OF BUSINESS - The mailing address and the street address of the principal office of the Company within the State of Florida shall be 501 Pawnee Trail, Maitland, Florida 32751. The Company may locate its places of business and registered office at any other place or places as the Members may from time to time deem advisable.

2.3 REGISTERED OFFICE AND REGISTERED AGENT - The Company's initial registered office shall be at the office of its registered agent at 2801 Southwest College Rd., Suite 1, Ocala, Florida 34474 and the name of its initial registered agent at such address shall be David L. MacKay. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Florida Secretary of State pursuant to the Florida Act.

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ACCEPTANCE

I HEREBY ACCEPT the appointment as Registered Agent of MARKETING SOLUTIONS, L.C., filling and agree to act in that capacity. The Registered Agent is familiar with, and accepts the obligations of the position of Registered Agent as set forth in § 608.415, Florida Statutes.

Registered Agent

2.4 Duration. The period of duration of this limited liability company is perpetual, subject to the provisions of this Operating Agreement.

ARTICLE III – BUSINESS OF COMPANY

3.1 Permitted Businesses. The business of the Company shall be:

3.1.a To accomplish any lawful business or activity whatsoever or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets.

3.1.b To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Florida Act.

3.1.c To engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE IV – NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as follows:

George L. MacKay 501 Pawnee Trail, Maitland, FL. 32751

Global Technical Marketing, Inc. c/o Christopher J. Timken, President
2150 N Josey Lane Ste 224-89, Carrollton, TX. 75006

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ARTICLE V – RIGHTS AND DUTIES OF MANAGERS

5.1 Management. The business and affairs of the Company shall be managed by its Manager. The Manager shall direct, manage and control the business of the Company to the best of his ability. Except for situations in which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

5.2 Number, Tenure, and Qualifications. The Company shall initially have one Manager. The number of Managers of the Company shall be fixed from time to time by the vote of Members holding at least a majority of all Capital Interests, but in no instance shall there be less than one Manager. Each Manager shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified. Managers shall be elected by a Majority Vote. Managers need not be residents of the State of Florida or Members of the Company.

5.3 Certain Powers of Manager.

5.3.a Without limiting the generality of Section 5.1, the Manager shall have power and authority, on behalf of the Company:

5.3.a.i To acquire property from any Person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person;

5.3.a.ii To borrow money for the Company from banks, other lending institutions, the Manager, Members, or Affiliates of the Manager or Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums, subject to the limitation set forth in Section 5.4.a.xi.

5.3.a.iii To purchase liability and other insurance to protect the Company's property and business;

5.3.a.iv To hold and own any Company real and/or personal properties in the name of the Company;

5.3.a.v To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

5.3.a.vi Upon the affirmative vote of the Members holding at least a majority of all Capital Interests, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound, provided, however, that the affirmative vote of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business;

5.3.a.vii To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

5.3.a.viii To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

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5.3.a.ix To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve; and

5.3.a.x To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Operating Agreement or by a Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

5.4 Restrictions On Authority of the Manager.

5.4.a. Each Manager shall not have the authority to, and covenants and agrees that it shall not, do any of the following acts without the approval by Majority Vote.

5.4.a.i Cause or permit the Company to engage in any activity that is not consistent with the purposes of the Company as set forth in Section 3.1 hereof;

5.4.a.ii Knowingly do any act in contravention of this Operating Agreement;

5.4.a.iii Knowingly do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Operating Agreement;

5.4.a.iv Confess a judgment against the Company in an amount in excess of \$ 100.00;

5.4.a.v Possess property, or assign rights in specific property, for other than a Company purpose;

5.4.a.vi Knowingly perform any act that would cause the Company to conduct business in a state which has neither enacted legislation which permits limited liability companies to organize in such state nor permits the Company to register to do business in such state as a foreign limited liability company;

5.4.a.vii Cause the Company to voluntarily take any action that would cause a bankruptcy of the Company;

5.4.a.viii Cause the Company to acquire any equity or debt securities of any Member or any of its Affiliates, or otherwise make loans to any Member or any of its Affiliates;

5.4.a.ix Cause a significant change in the nature of the Company's business;

5.4.a.x Cause the Company to admit any additional Members other than pursuant to Article XI hereof;

5.4.a.xi Cause the Company to incur any liabilities in any single transaction in excess of \$10,000.00.

5.4.a.xii Cause the Company to make any capital expenditure in any single transaction in excess of \$25,000.00 ; or

5.4.a.xiii Sell or otherwise dispose of all or substantially all of the Company's assets other than in the ordinary course of the Company's business, except for a liquidating sale in connection with the dissolution of the Company.

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5.5 Liability for Certain Acts. Each Manager shall perform his duties as Manager in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager shall not have any liability by reason of being or having been a Manager of the Company. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of this Agreement or a wrongful taking by the Manager.

5.6 Managers and Members Have No Exclusive Duty to Company. No Manager or Member shall be required to manage the Company as a sole and exclusive function and any Manager and/or Member may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of any Manager and/or Member or to the income or proceeds derived therefrom. Neither any Manager nor any Member shall incur any liability to the Company or to any of the Members as a result of engaging in any other business or venture.

5.7 Bank Accounts. The Manager may from time to time open bank accounts in the name of the company, and the Manager shall be the sole signatory thereon, unless the Members determine otherwise, by Majority Vote.

5.8 Indemnity of the Managers, Employees, and Other Agents. The Company shall indemnify the Manager to the extent permitted under the Florida Act. The Company shall indemnify its employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by a Majority Vote.

5.9 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a Dissociation of a Member.

5.10 Removal. At a meeting called expressly for that purpose, the Manager may be removed at any time, with or without cause, by a Majority Vote. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a Dissociation of a Member.

5.11 Vacancies. Any vacancy in the position of Manager shall be filled a Majority Vote. A Manager's position to be filled by reason of an increase in the number of Managers shall be filled by Majority Vote at an annual meeting or at a special meeting of Members called for that purpose. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal.

5.12 Compensation The compensation of the Manager shall be fixed from time to time by a Majority Vote of the Members, and no Manager shall be prevented from receiving such compensation by reason of the fact that he is also a Member of the Company.

5.13 Right to Rely on the Manager(s).

5.13.a Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by the Manager as to:

5.13.a.i The identity of the Manager or any Member;

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5.13.a.ii The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Manager or which are in any other manner germane to the affairs of the Company, or

5.13.a.iii The Persons who are authorized to execute and deliver any instrument or document of the Company.

ARTICLE VI – RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Florida Act and other applicable law.

6.2 Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions, or as otherwise required by law.

6.3 List of Members. Upon written request of any Member, the Manager shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members and Economic Interest Owners.

6.4 Approval of Sale of All Assets. The Members shall have the right, by Majority Vote, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets (other than in the ordinary course of the Company's business) which is to occur as part of a single transaction or plan.

6.5 Company Records. The Manager shall maintain and preserve, during the term of the Company, and for three (3) years thereafter, those records specified in § 608.4101 of the Florida Act.

ARTICLE VII – MEETINGS OF MEMBERS

7.1 Annual Meeting. The annual meeting of the Members shall be held on the third Tuesday in January or at such other time as shall be determined by resolution of the Members, commencing with the year 1999, for the purpose of the transaction of such business as may come before the meeting.

7.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager or by any Member or Members holding at least 10% of the Capital Interests.

7.3 Place of Meetings. The Members may designate any place, either within or outside the State of Florida, as the place of meeting for any meeting of the Members.

7.4 Notice of Meetings. Except as provided in Section 7.5, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Manager or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at its address as it appears on the books of the Company, with postage thereon prepaid.

7.5 Meeting of All Members. If all of the Members shall meet at any time and place, either within or outside of the State of Florida, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.6 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or Members entitled to receive payment of any

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distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.7 Quorum. Members holding a majority of all Capital Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Capital Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the Dissociation during such meeting of that number of Capital Interests whose absence would cause less than a quorum.

7.8 Manner of Acting. If a quorum is present, a Majority Vote shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Florida Act or by this Operating Agreement. Unless otherwise expressly provided herein or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Capital Interest, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

7.9 Proxies. At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

7.10 Action by Members without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by Members holding the requisite percentage of Capital Interest required to carry out such action, and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records.

7.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII – CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.1 Members' Capital Contributions. Each Member shall contribute such amount as is set forth in Exhibit 8.1 hereto as its share of the Initial Capital Contribution.

8.2 Additional Contributions. Except as set forth in Section 8.1, no Member shall be required to make any Capital Contributions. To the extent unanimously approved by the Members, from time to time, the Members may be permitted to make additional Capital Contributions if and to the extent they so desire, and if the Members determine that such additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification). In each event, the Members shall have the opportunity (but not the

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obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Capital Interests.

8.3 Capital Accounts.

8.3.a A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by:

- (1) the amount of money contributed by such Member to the Company;
- (2) the fair market value of property or services contributed by such Member to the Company;
- (3) allocations to such Member of Net Profits;
- (4) any items in the nature of income and gain which are specially allocated to the Member pursuant to the terms of this Agreement; and
- (5) allocations to such Member of income as required by the Code.

Each Member's Capital Account will be decreased by:

- (1) the amount of money distributed to such Member by the Company;
- (2) the fair market value of property distributed to such Member by the Company.
- (3) allocations to such Member of expenditures as required by the Code;
- (4) any items in the nature of deduction and loss that are specially allocated to the Member pursuant to this Agreement; and
- (5) allocations to such Member of Net Losses.

8.3.b. Except as otherwise required in the Florida Act, no Member shall have any liability to restore or any portion of a deficit balance in such Member's Capital Account.

ARTICLE IX – ALLOCATIONS. INCOME TAX. DISTRIBUTIONS. ELECTIONS and REPORTS

9.1 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each fiscal year will be allocated pro-rata among the Members according to their Membership Interests.

9.2 Distributions. All distributions of Distributable Cash shall be made to the Members pro rata in proportion to the respective interests of the Members in Net Profits and Net Losses as set forth in Section 9.1 on the record date of such distribution

9.3 Limitation Upon Distributions- No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

9.4 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the method of accounting determined to be most appropriate by the Manager. It is intended that the Company will elect those accounting methods, which provide the Company with the greatest tax benefits.

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9.5 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

9.6 Loans to Company. Nothing in this operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

9.7 Accounting Period. The Company's accounting period shall be the calendar year.

9.8 Records. Audits and Reports. At the expense of the Company, the Manager shall maintain records and accounts of all operations and expenditures of the Company.

9.9 Returns and Other Elections. The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year. All elections permitted to be made by the Company under federal or state laws shall be made by the Manager.

ARTICLE X – TRANSFERABILITY

10.1 General. Except as otherwise specifically provided herein a Member shall not have the right to:

10.1.a sell, assign, transfer, exchange or otherwise transfer for consideration, (collectively, "sell" or "sale"), or

10.1.b gift, bequeath or otherwise transfer for no consideration whether or not by operation of law, except in the case of bankruptcy (collectively "gift"), all or any part of its Membership Interest. Each Member hereby acknowledges the reasonableness of the restrictions on sale and gift of Membership Interests imposed by this Operating Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on sale and gift contained herein shall be specifically enforceable. In the event that any Member pledges or otherwise encumbers any of its Membership Interest as security for repayment of a liability, any such pledge or hypothecation shall be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all the terms and conditions of this Article X.

10.2 Right of First Refusal.

10.2.a A selling Member which desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser shall obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor. The selling Member shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the remaining Members a copy of the aforesaid written offer to purchase such interest.

10.2.b The remaining Members, and each of them shall, on a basis pro rata to their Capital Interests or on a basis pro rata to the capital Interests of those remaining Members exercising their right of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the interest proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the selling Member, by certified mail or personal delivery, of their intention to do so within ten (10) days after receiving written notice from the selling Member. The failure of all the remaining Members (or any one or more of them) to so notify the Selling

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Member of their desire to exercise this right of first refusal within said ten (10) day period shall result in the termination of the right of first refusal and the Selling Member shall be entitled to consummate the sale of its interest in the Company, or such portion of its interest, if any, with respect to which the right of first refusal has not been exercised, to such third party purchaser. In the event the remaining Members (or any one or more of the remaining Members) give written notice to the selling Member of their desire to exercise this right of first refusal and to purchase all of the Selling Member's interest in the Company which the Selling Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after receipt of written notification from the Selling Member of the third party offer to purchase.

10.2.c In the event of either the purchase of the selling Member's interest in the Company by a third party purchaser or the gift of an interest in the Company, and as a condition to recognizing one or more of the effectiveness and binding nature of any such sale or gift and (subject to Section 10.3, below) substitution of a new Member as against the Company or otherwise, the remaining Members may require the selling Member or Gifting Member and the proposed purchaser, donee or successor-in-interest, as the case may be to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members may deem necessary or desirable to:

10.2.c.i constitute such purchaser, as a Member, donee or successor-in-interest as such;

10.2.c.ii confirm that the person desiring to acquire an interest or interests in the Company, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement, as the same may have been further amended;

10.2.c.iii preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

10.2.c.iv maintain the status of the Company as a partnership for federal tax purposes; and

10.2.c.v assure compliance with any applicable state and federal laws including securities laws and regulations.

10.2.d Any sale or gift of a Membership Interest or admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given, or, if no such consent was required pursuant to section 10.2.e, then on such date that the donee or successor-in-interest complies with section 10.2.c. The Transferring Member agrees, upon request of the remaining Members, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the remaining Members from time to time in connection with such sale, transfer, assignment, or substitution. The Transferring Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.2.e Subject to Section 10.3, a Gifting Member may gift all or any portion of its Membership Interest (without regard to section 10.2.a and b), provided, however, that the donee or other successor-in-interest complies with Section 10.2.c and further provided that the donee is either the Gifting Member's spouse, former spouse, or lineal descendent (including adopted children) - In the event of the gift of all or any portion of a Gifting Member's Membership Interest to one or more donees who are under 25 years of age, one or more trusts shall be established to hold the gifted interest(s) for the benefit of such donee(s) until all of the donee(s) reach the age of at least 25 years.

10.3 Transferee Not Member in Absence of Consent.

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10.3.a Notwithstanding anything contained herein to the contrary (including, without limitation, Section 10.2 hereof), if a Majority in Interest of the Members do not approve by unanimous written consent of the proposed sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Member(s) shall have voted to accept such transferee or donee as a Member.

ARTICLE XI – ADDITIONAL MEMBERS

From the date of the formation of the Company, any Person acceptable to the majority of the Members may become a Member in this Company either by the issuance by the Company of Membership Interests for such consideration as the Members by their unanimous votes shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at his option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706 (d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE XII – DISSOLUTION AND TERMINATION

12.1 Dissolution

12.1.a The Company shall be dissolved upon the occurrence of any of the following events:

12.1.a.i by the unanimous written agreement of all Members; or

12.1.a.ii upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member, the occurrence of which event is considered a "Dissociation" of such Member, or

12.1.a.iii Notwithstanding the foregoing, upon the Dissociation of a Member, the business of the Company may be continued by the consent of a Majority in Interest of the Remaining Members within 30 days after the Dissociation; or

12.1.a.iv as otherwise provided by law.

12.1.b. Notwithstanding anything to the contrary in this Operating Agreement, if a Member or Members owning Capital Interests which in the aggregate constitute not less than two-thirds of the Capital Interests vote to dissolve the Company at a meeting of the Company pursuant to Article VII, then all of the Members shall agree in writing to dissolve the Company as soon as possible (but in any event not more than 10 days.) thereafter.

12.1.c As soon as possible following the occurrence of any of the events specified in this Section 12.1 effecting the dissolution of the Company, the appropriate representative of the Company shall execute a statement of intent to dissolve in such form as shall be prescribed by the Florida Secretary of state and file same with the Florida Secretary of State's office.

12.1.d If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator, or other legal representative ("successor") may exercise all of the Member's rights for the

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purpose of settling his estate or administering his property, however, that for purposes of section 10.3, Article XI and Section 12.1(a) (iii), the Successor shall not be considered a Member and shall have no right to vote, approve or consent to any matter pursuant to such provisions.

12.1.e Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign or take any other voluntary action, which directly causes a Dissociation. Unless otherwise approved by Members owning a Majority Interest, a Member who resigns (a "Resigning Member") whose Membership interest is otherwise terminated by virtue of Dissociation, regardless of whether such Dissociation was the result of a voluntary act by such Resigning Member, shall be entitled to receive only those distributions to which such Resigning Member would have been entitled had such Resigning Member remained a Member (and only at such times as such distribution would have been made had such Resigning Member remained a Member).

12.2 Effect of Filing of Dissolving Statement. Upon the filing by the Florida Secretary of State of a statement of intent to dissolve, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of dissolution has been issued by the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

12.3 Winding Up, Liquidation and Distribution of Assets.

12.3.a Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Company.

12.3.b If the Company is dissolved and its affairs wound up, the Manager shall:

12.3.b.i Sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Members in kind),

12.3.b.ii Allocate any Net Profit or Net Loss resulting from such sales to the Members' Capital Accounts in accordance with this Agreement,

12.3.b.ii Discharge all liabilities of the Company, including liabilities to Members who are also creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions and the return of capital, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such Reserves shall be deemed to be an expense of the Company),

12.3.b.iv Distribute the remaining assets in the following order

12.3.b.iv.1 If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of this Agreement to reflect such deemed sale.

12.3.b.iv.2 The positive balance (if any) of each Member's Capital Account (as determined after taking into account all capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Manager, with any assets distributed in kind being valued for this purpose at their fair market value. Any such distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b) (2) (ii) (b) (2) of the Treasury Regulations.

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12.3.c Notwithstanding anything to the contrary in this operating Agreement, upon a liquidation within the meaning of Section 1.704-1(b) (2) (ii) (g) of the Treasury Regulations, if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

12.3.d Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

12.3.e The Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.4 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, articles of dissolution shall be executed in duplicate and verified by the person signing the articles, which articles shall set forth the information required by the Florida Act. Duplicate originals of such articles of dissolution shall be delivered to the Florida Secretary of State.

12.5 Certificate of Dissolution. Upon the issuance of the certificate of dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Florida Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of an in the name of the Company.

12.6 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

13.1 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

13.2 Application of Florida Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida.

13.3 Waiver of Action for Partition. Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

13.4 Amendments This Agreement may not be amended except by the unanimous written agreement of all of the Members.

13.5 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

13.6 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.7 Headings and Pronouns. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. All pronouns and only variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the Person or Persons may require.

13.8 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.9 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.11 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

13.12 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

13.13 Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

13.14 Rule Against Perpetuities. The parties hereto intend that the Rule Against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Agreement.

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CERTIFICATE

The undersigned hereby agree, acknowledge and certify that the foregoing Agreement, consisting of 17 pages, excluding attached Exhibits, constitutes the Operating Agreement of Marketing Solutions, L.C., adopted by the Members of the Company as of MAY 27, 1998.

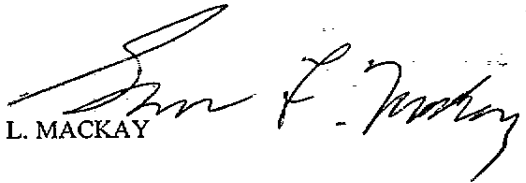
GLOBAL TECHNICAL MARKETING, INC.

By: Chris Timken



Its President

GEORGE L. MACKAY



In accordance with Section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

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EXHIBIT 8.1

The undersigned member or authorized representative of a member of **MARKETING SOLUTIONS, L.C.** certifies:

- 1) the above named limited liability company has at least two members;
- 2) the total amount of cash contributed by the member(s) is \$ 130,000

Initial Member Contributions	Initial Capital Contributions	Initial Share of Total Capital
George MacKay	\$105,000	75%
Global Technical Marketing, Inc.	\$ 25,000	25%

- 3) if any, the agreed value of property other than cash contributed by member(s) is (a description of the property is attached and made a part hereto); and N/A
- 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is: \$ 130,000



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts states herein are true.)

Thomas C. Ranew, Jr.

Typed or printed name of signee

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**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: MARKETING SOLUTIONS, L.C.

2. The name and the Florida street address of the registered agent are:

Thomas C. Ranew, Jr.

NAME

2801 S.W. College Road, Suite #1

Florida street address (P. O. Box NOT ACCEPTABLE)

Ocala,

FL

34474

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Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



SIGNATURE

Filing Fee: \$ 35 for Designation of Registered Agent