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July 30, 1998

VIA FEDERAL EXPRESS

Mr. John Hall
Halls Delivery Service
464 Freddie Martin Drive
Tallahassee, FL 32301

*Call when ready
681-0619*

**GEN PART
PART
LLC NOV**

Re: 414 INVESTMENTS, L.L.C.

700002604487--8
-07/31/98--01089--001
***337.50 ***337.50

Dear John:

Enclosed please find original and one copy of Articles of Organization for 414 Investments, L.L.C., together with check in the amount of \$337.50 representing \$250 filing fee, \$52.50 for a certified copy and \$35 for the registered agent fee.

Please file with the Secretary of State's office, wait for the certified copy and return the certified copy to us by Federal Express (airbill enclosed).

If you have any questions, please feel free to call.

Very truly yours,

(Handwritten initials)

Both
Barbara J. Coad, PLS
Secretary to Thomas R. Allen

Enclosures

MP

7/31/98

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ARTICLES OF ORGANIZATION

of

414 INVESTMENTS, L.L.C.

The undersigned, being the Managing Member of 414 INVESTMENTS L.L.C., a Florida limited liability company, does execute this Articles of Organization, and does hereby affirm, under penalties of perjury, that the facts stated hereinbelow are true:

ARTICLE I

The name of the limited liability company is 414 INVESTMENTS, L.L.C.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The mailing address and the street address of the principal office of the limited liability company is 823 Brightwater Circle, Maitland, Florida 32751.

ARTICLE IV

The name and street address of its initial registered agent in the state is:

Arthur S. Pohl 823 Brightwater Circle
Maitland, FL 32751

ARTICLE V

The management of the limited liability company is reserved to a Managing Member. The name and address of the Managing Member is:

Arthur S. Pohl 823 Brightwater Circle
Maitland, FL 32751

ARTICLE VI

The Regulations required all members and the Managing Member's (except where members have first refusal rights to purchase another member's interest in the company) approval to admit additional members. The terms and conditions of such admission are as set out on Exhibit "A" attached hereto.

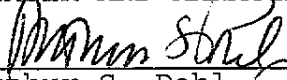
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ARTICLE VII

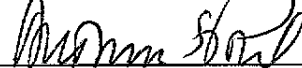
The right to continue business of the company is not affected by the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member. However, in the event of the termination of a member as a managing member, the company will be dissolved but may be reconstituted according to the provisions as set forth in Exhibit "B".

This document has been duly executed and is being filed in accordance with Section 608.407, Florida Statutes.

MEMBER AND MANAGING MEMBER:



Arthur S. Pohl

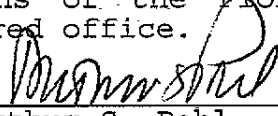


Arthur S. Pohl
Registered Agent

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ACKNOWLEDGMENT AND ACCEPTANCE
OF REGISTERED AGENT

Having been named as the registered agent for 414 INVESTMENTS, L.L.C., for the purpose of accepting service of process at the registered office designated above, I hereby accept such appointment and agree to act in such capacity. I agree to comply with the provisions of the sections of the Florida Statutes relative to keeping open the registered office.



Arthur S. Pohl
Registered Agent

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AFFIDAVIT OF CAPITAL CONTRIBUTION

Before me, the undersigned authority, personally appeared ARTHUR S. POHL, the Managing Member of 414 INVESTMENTS, L.L.C., a Florida limited liability company, who upon being duly sworn, certifies as follows:

1. There is one member of the limited liability company

2. The amount of the initial and total anticipated capital contribution of the sole member who is also the Managing Member of the limited liability company, is \$220,000.00. No property has been contributed to date.

Dated this 30th day of July, 1998

MEMBER AND MANAGING MEMBER

Arthur S. Pohl
Arthur S. Pohl

Arthur S. Pohl
Arthur S. Pohl
Registered Agent

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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this date by ARTHUR S. POHL, the sole member who is also the Managing Member of 414 INVESTMENTS, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

Barbara J. Coad
NOTARY PUBLIC

BARBARA J. COAD
Print Name

My Commission expires:
Commission No.:

BARBARA J. COAD
Notary Public, State of Florida
My Comm. Expires April 23, 1999
Comm. No. CC454335

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EXHIBIT "A"
TO
ARTICLES OF ORGANIZATION OF
414 INVESTMENTS, L.L.C.

Section 11.4. Further Restrictions on Transfer.

11.4(A). In the event of any transfer or transfers permitted under this Article, the Company Interest so transferred shall be and remain subject to all terms and provisions of this Agreement; the assignee or transferee shall be deemed to have assumed all the obligations hereunder relating to the Company Interests so transferred, shall have such obligations jointly and severally with its transferor and shall agree in writing to the foregoing. Notwithstanding any transfer by any of them, each Member shall remain (as among the Members) primarily and directly liable for performance of all such Members' obligations hereunder. No change in ownership of any Company Interest rights under this Agreement shall be binding upon any other Member until a certified copy of all instruments executed and delivered in connection with such transfer or assignment shall have been delivered to such other Members.

11.4(B). Any Member making or offering to make a transfer of all or any part of his or its Company Interest shall indemnify and hold harmless the Company and all other Members from and against any costs, damages, claims, suits, or fees suffered or incurred by the Company or any such other Member arising out of or resulting from any claims by the transferee of such Company Interest or any offerees of such Company Interest in connection with such transfer or offer.

Section 11.5. Substituted Member. An assignee or transferee (other than an existing Member or a Permitted Transferee) of the Company Interest of a Member may be admitted as a substituted Member only with the consent of the Managing Member. The granting or denying of such consent shall require the approval in the sole, absolute and arbitrary discretion of the Managing Member. However, where the Members have first refusal rights under Section 11.3(A) as to a proposed transfer that are not exercised, the Managing Member must consent to the admission of the transferee(s) as Members. Any assignee of an Company Interest to whose admission such consent is given shall become and shall have the rights and duties of a Member, and the assigned Company Interest shall thereafter be an Company Interest. Any transferee of the Company Interest of a Member shall be entitled only to receive distributions hereunder until such transferee has been admitted as a Member.

Section 11.6. Duties of Substituted Members. Any person admitted to the Company as a substituted Member shall, prior to such admission, execute an irrevocable power of attorney in form satisfactory to the Managing Member appointing the Managing Member as such person's attorney-in-fact with full power to execute, swear to, acknowledge, and file all articles and other instruments necessary to carry out the provisions of this Agreement, including without limitation such undertakings as the Managing Member may require for the payment of all fees and costs necessary to effect any such transfer and admission. Such power of attorney shall be a power coupled with an interest, shall be irrevocable, and for any Member who is an individual, shall survive the death, incapacity or legal disability of the Member granting it. Upon admission, such person shall be subject to all provisions of this Agreement in the place and stead of the assignor as if originally a party hereto. The Managing Member may also require such person to execute a subscription agreement satisfactory to the Managing Member.

Section 11.7. Representations and Warranties. Notwithstanding anything herein to the contrary, each Member hereby represents and warrants to the Company, and the other Members, that such Member is aware that his or its Company Interest is acquired for investment purposes only; that each Member must bear the economic risk of such Member's investment in the Company for an indefinite period of time because Company Interests have not been registered under the Securities Act of 1933, as amended, or under the securities laws of various states, and, therefore, cannot be sold unless such Company Interest is subsequently registered under the Securities Act of 1933 and any applicable state securities laws or an exemption from registration is available; and that only the Company can take action to register such Company Interest and the Company is under no such obligation and does not propose to attempt to do so.

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EXHIBIT "B"

TO

ARTICLES OF ORGANIZATION OF

414 INVESTMENTS, L.L.C.

12.5(E). Within ninety (90) days after the date of dissolution of the Company, the Non-Withdrawing Parties may, by unanimous agreement, elect to reconstitute and continue the business of the Company and execute an instrument confirming such fact. The Managing Member shall exercise only such rights, powers and duties necessary to preserve the Company Assets, until the Company is reconstituted or until the Terminating Party (as that term is defined in Section 12.8 hereof) is appointed, if the Company is not reconstituted. In the event the Managing Member is a Withdrawing Party, then a substitute Managing Member may be appointed by Members holding fifty-one percent (51%) or more of the Company Interests to serve until the Company is reconstituted or until the Terminating Party (as that term is defined in Section 12.8 hereof) is appointed, if the Company is not reconstituted. If the Company is reconstituted and, under Subsections 12.5(A), 12.5(B) or 12.5(C), the Company Interest of the Managing Member has not been purchased and a substitute Managing Member has been appointed, the former Managing Member shall continue only as a Member of the Company.

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