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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. YOURVILLAGE.COM, LLC
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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NEW FILINGS	
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

AMENDMENTS	
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
X	Merger

OTHER FILINGS	
	Annual Report
	Fictitious Name
	Name Reservation

REGISTRATION/ QUALIFICATION	
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

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ARTICLES OF MERGER
Merger Sheet

MERGING:

TALSTAR, L.C., A Florida Limited Liability Company, L96000000832

INTO

YOURVILLAGE.COM, LLC, a Florida entity, L98000001625

File date: July 31, 2000, effective July 31, 2000

Corporate Specialist: Michelle Hodges

ARTICLES OF MERGER
OF
TALSTAR, L.C., a Florida limited liability company
INTO
YOURVILLAGE.COM, LLC, a Florida limited liability company


Pursuant to Section 608.4382 of the Florida Limited Liability Company Act, YourVillage.com, LLC and Talstar, L.C. adopt the following Articles of Merger:

1. An Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit "A," and incorporated by reference as if fully set forth herein, has been adopted and approved by the unanimous written consent by the manager and each member the constituent companies.


2. The effective date of the merger shall be the date on which these Articles of Merger are filed.

IN WITNESS WHEREOF, the undersigneds have caused these Articles of Merger to be signed by their respective duly authorized representatives as of the 31st day of July, 2000.

YOURVILLAGE.COM, LLC,
a Florida limited liability company

By: 
Adam Levinson, Manager

TALSTAR, L.C.,
a Florida limited liability company

By: 
Adam Levinson, Manager

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is dated as of July 31, 2000 and is between YOURVILLAGE.COM, LLC, a Florida limited liability company ("YOURVILLAGE") and TALSTAR, L.C., a Florida limited liability company ("TALSTAR"). YOURVILLAGE and TALSTAR are hereinafter sometimes collectively referred to as the "Constituent Companies."

Background of this Agreement

298-1025
YOURVILLAGE is a limited liability company duly organized and existing under the laws of the State of Florida.

296-832
TALSTAR is a limited liability company duly organized and existing under the laws of the State of Florida.

On the date of this Agreement, YOURVILLAGE is managed by Adam Levinson ("Levinson") and has two members, Catamount Communications I, Inc. ("Catamount I") which owns 95 membership units and Talstar, L.C. which owns 5 membership units.

On the date of this Agreement, TALSTAR is managed by Levinson and has two members, Catamount I and Levinson. Catamount I owns 200 membership units of TALSTAR and Levinson owns 100 membership units of TALSTAR.

Agreement

YOURVILLAGE and TALSTAR hereby agree as follows:

1. Merger. TALSTAR shall be merged with and into YOURVILLAGE (the "Merger") and YOURVILLAGE shall be the surviving limited liability company (hereinafter sometimes referred to as the "Surviving Company"). The Merger shall become effective upon the time and date of filing of such documents as may be required under applicable law (the "Effective Date").

2. Manager-Managed. The Surviving Company shall be manager-managed. The name and business address of the manager are:

Adam Levinson
2700 Apalachee Parkway, Suite B
Tallahassee, Florida 32301

3. Articles of Organization. The Articles of Organization of YOURVILLAGE, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Company.

4. Operating Agreement. The Operating Agreement of YOURVILLAGE, as in effect immediately prior to the Effective Date, shall be replaced by Operating Agreement, incorporated herein by reference and attached as "Attachment A."

5. Succession. At the Effective Date, the separate existence of TALSTAR shall cease, and YOURVILLAGE shall possess all rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Companies; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to either of the Constituent Companies on whatever account, as well as all other things in action or belonging to each of the Constituent Companies, shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively be the property of the Surviving Company as they were of the several and respective Constituent Companies, and the title to any real estate vested by deed or otherwise in either of such Constituent Companies shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. All company acts, plans, policies, agreements, arrangements, approvals and authorizations of TALSTAR, its manager, members, officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies and agreements, arrangements, appraisals and authorizations of YOURVILLAGE and shall be as effective and binding thereon as the same were with respect to TALSTAR. The employees and agents of TALSTAR shall become the employees and agents of YOURVILLAGE and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of TALSTAR.

6. Further Assurances. From time to time, as and when required by YOURVILLAGE or by its successors and assigns, there shall be executed and delivered on behalf of TALSTAR such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in YOURVILLAGE the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of TALSTAR, and otherwise to carry out the purposes of this Agreement, and the manager of YOURVILLAGE is fully authorized in the name of and on behalf of TALSTAR or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion, Cancellation and Change in Ownership of Membership Units. The 200 membership units of TALSTAR owned by Catamount I outstanding immediately prior to the Effective Date shall, by virtue of the Merger, and without any action on the part of the holder thereof, be cancelled. The 100 membership units of TALSTAR owned by Levinson outstanding immediately prior to the Effective Date shall, by virtue of the Merger, be converted into 5 membership units of YOURVILLAGE.

8. Condition to Merger. The Merger hereby receives the requisite approval of the manager and members of TALSTAR and YOURVILLAGE pursuant to the Florida Limited Liability Company Act.

9. Employee Benefit Plans. As of the Effective Date, YOURVILLAGE hereby assumes all obligations under any and all employee benefit plans of TALSTAR in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

10. Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Date with respect to any of the terms contained herein.

11. Abandonment. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the manager of either YOURVILLAGE or TALSTAR, or both, notwithstanding approval of this Agreement by the members of YOURVILLAGE or the members of TALSTAR, or both.


12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the manager and members of TALSTAR and YOURVILLAGE approve this Agreement as of the date first above written.



ADAM LEVINSON, Manager and
Member of TALSTAR and Manager
of YOURVILLAGE

CATAMOUNT I
COMMUNICATIONS, INC.
a ^{Delaware} Florida Corporation and Member
of YOURVILLAGE
and TALSTAR

By: 

ADAM LEVINSON, President

ATTACHMENT A
OPERATING AGREEMENT OF
YOURVILLAGE.COM, LLC

THIS OPERATING AGREEMENT of YourVillage.com, LLC (the "Company") is made and entered into as of the Effective Date (as defined herein) by Catamount I Communications, Inc., a Delaware corporation ("Catamount I"), and Adam Levinson. This Operating Agreement supercedes and replaces any and all Company regulations or operating agreements that were executed prior to the Effective Date.

STATEMENT OF BACKGROUND INFORMATION

The Company provides services relating to accessing the Internet and developing and providing content on the Internet, including acting as an Internet service provider, developing Internet marketing strategies, website development, website storage, Internet consulting, Internet media, and similar activities. The Company may purchase services or products from its Members, as determined by its Managers.

ARTICLE I
DEFINITIONS

Unless otherwise expressly provided or the context otherwise requires, the following terms used in this Agreement have the following meanings:

"Act" means the Florida Limited Liability Company Act in effect in the State of Florida on the date hereof and as amended from time to time.

"Affiliate" means an individual or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, another person, and includes: (1) a spouse, ancestor or lineal descendant of an individual; (2) an officer, director, shareholder or partner of a person that is not an individual, and a spouse, ancestor or lineal descendant of any such person; (3) a spouse of an ancestor or lineal descendant; and (4) any individual or entity controlled by any individual or entity designated above. "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity or individual, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" means the Operating Agreement of YourVillage.com, LLC, as amended from time to time.

"Articles" means the Articles of Organization of YourVillage.com, LLC, as amended.

"Bona Fide Offer" shall mean a written offer to purchase some or all Percentage Interest held by a Member, which offer, if accepted, would obligate the offeror to purchase the subject Percentage Interest and which specifies the Percentage Interest to be purchased, the dollar value of all consideration offered for the Percentage Interest, a

definite payment schedule, and all other material terms of the offer, but shall not include any notice or offer given pursuant to this Agreement.

"Capital Contribution" means the total amount of capital contributed to the Company's Capital by each Member.

"Effective Date" means July 31, 2000.

"Majority Interest" means those Non-Defaulting Members that hold a majority (i.e., more than 50%) of the Percentage Interests that all Non-Defaulting Members hold.

"Managers" means those individuals appointed by the Members with the authority to act on behalf of the Company as described in this Agreement.

"Members" means the Members whose names and addresses and Percentage Interests are set forth on Exhibit "A", and other persons who are admitted to the Company as additional or substitute Members. A Member shall be deemed to be the owner of the Percentage Interest assigned to the Member unless and until the assignee of the Percentage Interest has been admitted to the Company as a substitute Member pursuant to the terms and conditions of this Agreement or unless and until the Member's membership in the Company is otherwise terminated pursuant to this Agreement.

"Net Cash Flow" means all cash received by the Company in a fiscal year from its operations and capital proceeds, but excluding contributions to Company Capital, less all disbursements and payments to reasonable reserve accounts. If the Managers determine that the reserves of the Company exceed the amount they deem sufficient for the operation of the Company's business, the reserves may be reduced by the excess and the excess shall be added to Net Cash Flow.

"Percentage Interest" means the percentage ownership interest of a Member in the Company, which with respect to each Member, shall be equal to the total Capital Contributions of the Member divided by the aggregate Capital Contributions of all Members.

"Principal Place of Business" means 2700 Apalachee Parkway, Suite B, Tallahassee Florida, 32301.

"Secretary of State" means the Florida Secretary of State or her successor.

"Transfer" means a sale, assignment, gift, or other disposition, or the pledge, grant of a security interest or lien in, or other encumbrance, whether voluntary or by operation of law, of a Member's Units.

"Unit" means an interest in the Company representing a Capital Contribution or contribution in the form of services rendered or an obligation to perform services in such amount and on such terms as the Members determine by majority vote.

ARTICLE II

ORGANIZATIONAL MATTERS

2.1. Term. This Agreement commenced as of the Effective Date and shall remain in effect throughout the existence of the Company, unless amended, extended, or sooner terminated by the Members. The Company shall continue until terminated pursuant to this Agreement or by operation of law.

2.2. Business of the Company. The Company engages in the business of providing services relating to access to and providing content on the Internet, including acting as an Internet service provider, developing Internet marketing strategies, website development, website storage, Internet consulting, and Internet media (collectively referred to as the "Business"), and such other activities directly related to and in furtherance of the Business as may be necessary, advisable, or appropriate, in the judgment of the Managers.

2.3. Foreign Qualification. The Company shall not engage in any business outside the State of Florida unless and until the Company has complied with all applicable requirements to qualify the Company as a foreign limited liability company in the jurisdiction in which it desires to do business. The Company shall not engage in any business in any jurisdiction which does not recognize the limited liability of Members for the obligations of a limited liability company.

2.4. Entity Declaration. The Company is a limited liability company. It is not and shall not be construed as a corporation, general partnership, limited partnership, joint venture, or a joint entity of any other form. No Member is a partner or joint venturer of, or with, any other Member and shall not be construed as such for any purpose other than for federal and state tax purposes.

2.5. Tax Status. Notwithstanding Section 2.4, the Members acknowledge that the Company shall be treated as a "partnership" for federal and state income tax purposes. All provisions of this Agreement and any other certificate of formation or operation are to be construed so as to preserve that tax status.

2.6. Defects as to Formalities. A failure to observe any formalities or requirements of this Agreement or the Act shall not be grounds for imposing liability on the Members for liabilities of the Company.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.1. Capital Contributions. Each Member has contributed or shall contribute capital to the Company at such times and in such amounts as are set forth on Exhibit "A" as its Capital Contribution.

3.2. Additional Capital Contributions. No capital contributions in excess of those specified in Exhibit "A" shall be required or permitted without the approval of a Majority Interest.

3.3. Failure to Make Contributions. If a Member does not timely contribute capital in the amount required in Section 3.1 or 3.2 above (as such amount may be adjusted by the approval of a Majority Interest), that Member shall be in default under this Agreement. In such event, the Managers (or any Manager) shall send the defaulting Member written notice of such default, giving it fourteen (14) calendar days from the date such notice is given to contribute the entire amount of its required contribution. If the defaulting Member does not contribute its required capital to the Company within that fourteen (14)-day period, non-defaulting Members ("Non-Defaulting Members") may exercise any or all the rights and remedies set forth in Sections 3.3.1 through 3.3.6.

3.3.1. The Percentage Interests shall be adjusted, in which event each Member's Percentage Interest shall be a fraction, the numerator of which represents the aggregate amount of such Member's Capital Contributions and the denominator of which represents the sum of all Members' Capital Contributions. At the time of any such adjustment of Percentage Interests, a corresponding adjustment shall be made to the capital accounts.

3.3.2. A Majority Interest may dissolve the Company, in which event the Company shall be wound-up, liquidated and terminated pursuant to this Agreement;

3.3.3. The Company or the Non-Defaulting Members may purchase the defaulting Member's entire Membership;

3.3.4. The defaulting Member shall lose his or her voting and approval rights under the Act, the Articles of Organization, and this Agreement until such time as the defaulting Member fully cures the default; and

3.3.5. The defaulting Member shall lose his or her ability (whether as a Member or a Manager) to participate in the management and operations of the Company until such time as the defaulting Member cures the default.

3.3.6. The Manager or Managers appointed by a defaulting Member shall lose their ability to participate in the management and operations of the company until such time as the defaulting Member cures the default.

3.4. Each Member acknowledges and agrees that (i) a default by any Member in making a required capital contribution shall result in the Company and the Non-Defaulting Members incurring certain costs and other damages in an amount that would be extremely difficult or impractical to ascertain, and (ii) the remedies described in Section 3.3 bear a reasonable relationship to damages that the Members estimate may be suffered by the Company and the Non-Defaulting Members by reason of failure of a defaulting Member to make any required Capital Contribution, and (iii) the election and exercise of any or all of the above described remedies is not unreasonable or inconsistent under the circumstances existing as of the date hereof. The election of the Managers or Non-Defaulting Members, as applicable, to pursue any remedy provided in Section 3.3 shall not be a waiver or limitation of the right to pursue an additional or different remedy available hereunder or of law or equity with respect to any subsequent default.

ARTICLE IV

MEMBERS

4.1. Limited Liability. Except as expressly set forth in this Agreement or required by law, no Member shall be personally liable for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise.

4.2. Admission of Additional Members. The Members may admit to the Company additional Members, from time to time, subject to the following:

4.2.1. All Non-Defaulting Members must consent in advance in writing to the admission;

4.2.2. The additional Member shall make a Capital Contribution in such amount and on such terms as the Members determine, in their discretion, based upon the needs of the Company, the net value of the Company's assets, the Company's financial condition, and the benefits anticipated to be realized by the additional Member;

4.2.3. The additional Member agrees in writing to be bound by the terms of this Agreement.

4.3. Transactions With The Company. Subject to any limitations set forth in this Agreement and to the extent approved by the Managers, a Member may lend money to and transact other business with the Company and the Company may purchase services or products from the Members. Subject to other applicable law, such Member has the same rights and obligations with respect thereto as a Person who is not a Member.

4.4. Members Are Not Agents. The Members shall have no power to participate in the management of the Company except as expressly authorized by this Agreement and except as expressly required by the Act. No Member, acting solely in the capacity of a Member, is an agent of the Company, nor shall any Member, unless expressly and duly authorized in writing to do so by a majority of Managers, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose.

4.4.1. Voting Rights. Except as expressly provided in this Agreement or required by the Act, Members shall have no voting, approval or consent rights. Members shall have the right to approve or disapprove matters as specifically stated in this Agreement. In all matters in which a vote, approval or consent of the Members is required or permitted, a vote, consent or approval of a Majority Interest shall be sufficient to authorize or approve such act.

ARTICLE V

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

5.1. Net Profits and Losses. Net profits and losses of the Company shall be determined as of the end of each fiscal year in accordance with the accounting method fol-

lowed for federal income tax purposes and shall be allocated to the Members in accordance with their Percentage Interests.

5.2. General Provisions. Whenever a proportionate part of Company profit or loss is credited or charged to a Member's capital account, every item of income, gain, loss, deduction or credit entering into the computation of the net profit or loss, or applicable to the period during which the net profit or loss is realized, shall be considered credited or charged, as the case may be, to the account in the same proportion. As between the Member and a transferee of the Member, unless otherwise agreed by them, or with respect to the Members upon the admission of a new Member, net profits and losses for the fiscal year (or portion thereof, as the case may be) shall be determined by an interim closing of the Company's books and records, as if the fiscal year had closed on the day prior to the date of Transfer or admission, as the case may be, and the Member(s) who have been admitted shall be allocated net profits and losses with respect to the period commencing with the day of Transfer or admission.

5.3. Tax Allocations. All items of Company income, gain, loss and deduction, including Nonrecourse Deductions, shall be allocated for federal, state and local income tax purposes to and among the Members in the same manner that the corresponding items of Company income, gain, loss and deduction are allocated for book purposes.

5.4. Net Cash Flow. The Members may elect to make distributions of the Net Cash Flow upon the affirmative vote of a majority of the Managers. Such distributions of Net Cash Flow shall be made to the Members in accordance with their respective Percentage Interests.

5.5. Demand for Distribution. No Member shall be entitled to demand and receive a distribution of Company property in return for its Capital Contributions to the Company, except as provided in the Act.

ARTICLE VI

CONTROL AND MANAGEMENT

6.1. Management of the Company by Managers. The Company shall be managed by a Management Committee of one (1) Manager for each Member. Each Member shall appoint one (1) representative to serve as a Manager on the Management Committee. Each Manager shall continue to serve on the Management Committee until replaced by the Member that appointed him or her. Each Member may replace its appointee to the Management Committee at any time, as often as it wishes, for any reason, or for no reason. In the event of a vacancy on the Management Committee, the seat shall be filled by the Member that appointed the Manager whose seat is vacant. A Member that removes a Manager, appoints a new Manager, or both, shall notify the other Managers and the other Members in writing of such action.

6.2. Exclusive Management by Managers. Except for situations in which the approval of the Members is expressly required by this Agreement or the Act or where such authority, power and discretion has been vested in the Company's officers either by the Members or by delegation of the Managers, the Managers shall have full, complete and

exclusive authority, power, and discretion to manage and control the business, property and affairs 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, property and affairs. All decisions of the Managers shall be made by majority vote, with each Manager having one vote per Unit owned by the Member that appointed such Manager.

6.3. Transactions between the Company and the Managers. The Managers may, and may cause their Affiliates, Members, and Affiliates of Members to, engage in any transaction with the Company, including the sale or purchase of products and services, so long as the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Company.

6.4. Liability of Manager Limited to Manager's Assets. Under no circumstances shall any director, officer, shareholder, member, manager, partner, employee, agent or Affiliate of any Manager have any personal responsibility for any liability or obligation of the Manager, whether on a theory of alter ego, piercing the corporate veil, or otherwise.

6.5. Limited Liability. No person who is a Manager or officer or both a Manager and officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Manager or officer of the Company.

ARTICLE VII

TRANSFER OF PERCENTAGE INTERESTS

7.1. General Provision. Members may not Transfer all or any part of their Percentage Interests and no person shall become an assignee or be admitted to the Company as a Member except as permitted in this Article . All sales, transfers, assignments and grants of a security interest in contravention of this Article shall be null and void.

7.2. Transfer of Percentage Interests of Members. An assignee of a Member may not become a substitute Member except with the written consent of a Majority Interest. A transferee shall merely be an assignee of the transferor Member's right to receive its share of distributions from the Company and shall have no other rights as a Member. If a Majority Interest consents to the person's becoming a Member, and the transferee executes an instrument reasonably satisfactory to the Members accepting and adopting this Agreement, the transferee may become a Member.

7.3. Legend. A legend shall be placed on each certificate or other document, if any, evidencing a Percentage Interest stating that the Percentage Interest has not been registered under the Securities Act of 1933 and noting that this Agreement may limit resale.

7.4. Effectiveness of Transfer.

7.4.1. The Transfer by a Member or a transferee of a Member of all or any part of its Percentage Interest shall become effective on the first day of the month following receipt by the Company of evidence of the Transfer in form and substance reasonably satisfactory to the Company and a Transfer fee sufficient to cover all reasonable expenses of the Company connected with the Transfer.

7.4.2. No Transfer of a Percentage Interest that violates this Agreement shall be valid or effective, and the Company shall not recognize the purported Transfer for the purposes of allocating net profits and losses in accordance with this Agreement or making distributions in accordance with this Agreement.

7.4.3. The Company shall, from the time, whenever Percentage Interests are registered in the name of the transferee on the Company's books in accordance with the above provisions, pay to the transferee all further distributions or other compensation by way of income or return of capital, on account of the Percentage Interest transferred. Until the Transfer is registered on the Company's books, the Company may proceed as if no Transfer had occurred.

7.5. Rights of First Refusal. If a Member receives a Bona Fide Offer to transfer all or some of its Percentage Interest (the "Offered Percentage Interest") and desires to transfer the Offered Percentage Interest to a proposed transferee, or if a Member desires to transfer the Offered Percentage Interest to a proposed transferee as a gift, the Member shall first offer to sell to the other Members the Offered Percentage Interest in accordance with the following procedures.

7.5.1. The Member shall deliver written notice of the proposed Transfer (the "Transfer Notice") to the other Members. The Transfer Notice shall contain a description and all terms of the proposed transaction, including the Offered Percentage Interest, the name of the proposed transferee, a description of all consideration to be received by the Member for the Offered Percentage Interest, and all information then available to the Member regarding the proposed transferee's business experience and financial condition. If the transfer is to be made pursuant to a Bona Fide Offer, the Transfer Notice shall also include a copy of the Bona Fide Offer.

7.5.2. Simultaneously with the delivery of the Transfer Notice, the Member shall deliver an offer (the "Offer") to sell the Offered Percentage Interest pro rata to each of the other Members, that is, in the same proportion as the ratio of the Percentage Interest owned by each other Member to all Percentage Interests excluding the Offered Percentage Interest.

7.5.3. If the transfer is to be made pursuant to a Bona Fide Offer, the Offer shall contain the same terms and conditions and shall be for the same consideration as described in the Bona Fide Offer.

7.5.4. If the transfer is to be made as a gift, the purchase price shall be equal to that portion of the proposed transferring Member's capital account that is equal to

the ratio that the Offered Percentage Interest bears to the proposed transferring Member's total Percentage Interest.

7.5.5. The other Members shall have fifteen (15) days after the receipt of the Offer to accept the Offer, on the same pro rata basis, as to all of the Offered Percentage Interest by delivering an Acceptance Notice to the Member. If any other Members do not accept the Offer, the Member shall make an additional offer of the remainder of the Offered Percentage Interest to those other Members (if any) who accepted the initial Offer. The additional offer shall be open for ten (10) days after receipt and shall be made pro rata to each of the Other Members who accepted the initial Offer, that is, in the same proportion as the ratio of the Percentage Interest owned by each Member who accepted the initial Offer to all Percentage Interest owned by all Members who did so. In response to such an additional offer, any other Member who accepted the initial Offer shall have the option, to be exercised by delivering an Acceptance Notice to this effect, to purchase all Offered Percentage Interest as to which no other Acceptance Notice is delivered.

7.5.6. If any other Members exercise options to purchase all of the Offered Percentage Interest, the date for the closing (the "Closing Date") of the purchase shall be sixty (60) days after the initial Offer, or, if later, ten (10) days after the last timely Acceptance Notice, unless that date falls on a Saturday, Sunday, or legal holiday, in which event it shall be on the next succeeding business day, or on such other date to which the transferring Member and all the purchasers may agree.

7.5.7. At closing, which shall be held at the Company's offices, or at such other place to which the transferring Member and all purchasers may agree, the Member shall deliver certificates representing the Offered Percentage Interest, duly endorsed or together with powers duly executed in blank (or such other transfer documents as the purchasers may reasonably require), against payment by cashier's or certified check(s) of the full purchase price by such of the other Members that have timely delivered Acceptance Notices, or such portion of the purchase price as is due and payable at closing under the terms of the Offer.

7.5.8. If the other Members do not deliver timely Acceptance Notices agreeing in the aggregate to purchase all Offered Percentage Interest, or despite doing so fail to close the purchase of all the Offered Percentage Interest, and such circumstances are not attributable to conduct of the Member, then the Member shall have the right to cancel the Offer and to Transfer the Offered Percentage Interest to the Proposed Transferee named in the Transfer Notice, but only in strict accordance with the terms and for at least the consideration stated in the Transfer Notice. Such Transfer shall not obligate the other Members to admit the transferee as a Member of the Company. If the Member does not Transfer the Offered Percentage Interest to the Proposed Transferee in accordance with the Transfer Notice within thirty (30) days after the Closing Date, all of the restrictions on Transfer set forth in this Agreement shall again be in effect with respect to the Offered Percentage Interest, and the Member shall comply with all of the provisions of this Section 7.5 prior to Transferring any Percentage Interest or agreeing to do so.

ARTICLE VIII
BOOKS OF ACCOUNT, FISCAL YEAR

8.1. Books of Account. The Company shall keep or cause to be kept adequate books of account of the Company according to its Method of Accounting in which shall be recorded and reflected all of the contributions to the capital of the Company and all of the expenses and transactions of the Company. These books of account shall be made available upon reasonable notice at the Principal Place of Business of the Company. Each Member and its authorized representatives shall have at all times, during normal business hours, free access to and the right to inspect and copy, at the Member's expense, the books of account.

8.2. Fiscal Year. The fiscal year of the Company for both reporting and federal income tax purposes shall begin with the 1st day of January and end on the 31st day of December in each calendar year.

ARTICLE IX
DISSOLUTION AND TERMINATION

9.1. Dissolution of Company. The term of the Company shall begin on the Effective Date and shall be dissolved and its business shall terminate upon the earliest occurrence of any of the following events, unless a Majority Interest consents to continue the Company:

9.1.1. When the period fixed for the duration of the Company in the Articles of Organization expires.

9.1.2. By the written agreement of a Majority Interest.

9.1.3. Upon the death, bankruptcy, or dissolution of a Member or upon the occurrence of any other event which terminates the continued membership of a Member in the Company.

9.2. If a Majority Interest does not vote to continue the Company, then the Company shall continue to exist after the happening of any of the foregoing events solely for the purpose of winding up its affairs in accordance with the Act.

9.3. Procedure on Liquidation. Unless the business of the Company is continued pursuant to the provisions of this Agreement, upon the dissolution of the Company, the person or persons required by law to wind up the Company's affairs shall liquidate the assets of the Company and apply the proceeds of liquidation in the order of priority provided in Section 9.5 for the fiscal year of liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise occur in connection with the liquidation. Upon liquidation and winding up of the Company, unsold Company property shall be valued to determine the gain or loss that would have resulted if the property were sold, and the capital accounts of the Members that have been maintained in accordance with this Agreement shall be adjusted to reflect the manner in which the gain or loss would have been allocated if the property had been sold at its assigned values. Upon completion of the

liquidation of the Company and distribution of the proceeds, the person supervising the liquidation shall file articles of dissolution with the Secretary of State.

9.4. Liquidation Proceeds. The proceeds from the liquidation of the assets of the Company, the proceeds from the collection of the receivables of the Company, and the assets distributed in kind shall all be distributed in the following order of priority:

9.4.1. first, to payment of debts and liabilities of the Company that are due and owing, except that expenses or debts that may be deferred in accordance with an agreement providing for deferral may be deferred to the extent that the Company expects to receive proceeds that can be used to satisfy the expenses and debts;

9.4.2. second, to the setting up of reserves to disburse the reserves in payment of contingent liabilities or obligations of the Company, and, at the expiration of the reserve period, the balance of the reserves, if any, shall be distributed as liquidating proceeds received at the end of the reserve period; and

9.4.3. third, to the Members in proportion to and to the extent of their capital accounts.

9.5. All distributions pursuant to clause (c) shall be made no later than the end of the Company's fiscal year during which the liquidation of the Company occurs (or, if later, within 90 days after the date of the liquidation.)

ARTICLE X

INDEMNIFICATION OF MEMBERS

10.1. Right to Indemnification. Each person (including the heirs, executors, administrators, and estate of each person) (1) who is or was a Member, (2) who is or was a Manager of the Company, or (3) who is or was serving at the request of the Company in the position of a director, officer, trustee, partner, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise and as to whom the Company has agreed to grant an indemnity hereunder, shall be indemnified by the Company as of right to the fullest extent permitted or authorized by the Act or future legislation or by current or future judicial or administrative decision (but, in the case of future legislation or decision, only to the extent that it permits the Company to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, settlements, losses, damages, costs and expenses, including attorneys' fees, asserted against him or incurred by him in its capacity as a Member, Manager, director, officer, trustee, partner, agent or employee, or arising out of its status as a director, officer, trustee, partner, agent or employee. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking indemnification may be entitled. The Company may maintain insurance, at its expense, to protect itself and the indemnified persons against all fines, liabilities, costs and expenses, including attorney's fees, whether or not the Company would have the legal power to indemnify him directly against such liability.

10.2. Advances. Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Section 10.1 of this Article in defending a civil or criminal suit, action or proceeding shall be paid by the Company in advance of the final disposition thereof upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by the Company as authorized by this Article. Upon satisfaction of other conditions established from time to time by the Members or as required by current or future legislation (but, with respect to future legislation, only to the extent that it provides conditions less burdensome than those previously provided).

ARTICLE XI

REPRESENTATIONS

11.1. Each Member hereby represents, warrants, and agrees as follows:

11.1.1. Investment is for Own Account. Each Member is acquiring and will hold the Units for its own account. The Member has no present intention of reselling or otherwise distributing the Units to any one or more individuals, partnerships, corporations, firms, or other entities. Each Member acknowledges that the Company is relying upon this representation in selling the Units to each Member without registration under the Securities Act of 1933, the Florida Securities Act of 1978, as amended, or any other applicable securities laws.

11.1.2. Neither the Units nor the Company have been reviewed or approved by the Securities and Exchange Commission or any State Securities Agency. Each Member understands and acknowledges that the Units are being issued without prior registration under the Securities Act of 1933, the Florida Securities Act of 1978, or the securities laws of any other jurisdiction. The Units may not be offered for sale, sold, transferred, or pledged without either (1) registration under the Securities Act of 1933 and any applicable state law, or (2) a legal opinion (satisfactory to the Company) of counsel (also satisfactory to the Company) that registration is not required. Neither the Company, its Units, nor this offering have been scrutinized or approved by either the United States Securities and Exchange Commission, the Division of Securities and Investor Protection of the Florida Department of Banking and Finance, or any other federal or state agency.

11.1.3. No Duty to Register Units. Each Member understands and acknowledges that neither this Agreement nor the sale of Units pursuant to this Agreement impose any obligation or duty on the Company to register itself or the Units under the Securities Act of 1933, the Securities and Exchange Act of 1934, the Florida Securities Act of 1978, or the securities acts or laws of any other state or jurisdiction. Even if the Company hereafter seeks to register itself or its stock under any or all such acts and laws, there is no guarantee that registration will be allowed by either the Securities and Exchange Commission, the Florida Division of Securities and Investor Protection, or any other state department, division, or agency which regulates the sale of securities, or that the Units will be included in such registration.

11.1.4. Transfer of Units Restricted. Each Member further understands and acknowledges that its ability to transfer the Units is restricted by this Agreement. As

a result, there may be no market by which a Member can sell or transfer any Units of the Company.

11.1.5. Opportunity to Consult Independent Counsel. Each Member acknowledges that it has had ample opportunity to consult counsel of its own choice for further explanation of its rights, duties, and liabilities under applicable limited liability company and securities law and this Agreement.

11.1.6. Ability to Bear Economic Risk. Each Member hereby acknowledges that it is able to bear the economic risk associated with investing in the Company's Units; that it is able to hold the Units indefinitely; and that it can presently afford loss of its complete investment in the Units. The Member represents that it has adequate means of providing for current needs and personal contingencies of himself and its dependents and has no need for liquidity in this investment.

11.1.7. Adequate Experience to Evaluate Investment. Each Member acknowledges that by himself or together with a qualified investment advisor it has consulted, it has sufficient knowledge and experience in business and financial matters that it is capable of evaluating the merits and risks of an investment in the Units, as well as the tax consequences of such investment.

11.1.8. Access to Information. Each Member acknowledges that it has been provided with, or given, complete access to all books, records, documents, contracts, and any additional information it or its advisors deem necessary or desirable in order to evaluate the risks and merits of purchasing the Units. No offering circular, memorandum, or other disclosure document has been given to or received by any Member in connection with the offer and sale of the Units. The Company will not be a reporting company under the Securities and Exchange Act of 1934 and will not distribute written reports to its shareholders that would be required or comparable to those required under that Act and its implementing rules.

11.1.9. Opportunity to Ask Questions. The Member acknowledges that it and its advisors have been given adequate opportunity to meet with the Company's representatives to ask questions concerning all material matters, and to obtain and verify all information that has been furnished incident to this offering.

11.1.10. Basis for Investment Decision. The Member acknowledges that it has relied exclusively upon its own evaluation and judgment in connection with the investment in the Company's Units. The Member is or will be a Managing Member of the Company and may be deemed to be among its promoters.

11.1.11. Speculative Investment. The Member acknowledges that the Units are a highly speculative investment. Among other factors contributing to a high degree of risk, the Company is a newly formed, start-up venture, its business prospects and opportunities are uncertain, it is subject to intense competition, it is dependent on a small number of key personnel, and its revenues are a function of contractual agreements that may be interrupted or prove unprofitable.

11.1.12. No Representations. The Member acknowledges and agrees that it has not received or relied upon any representations or warranties concerning the Company or the Units except as expressly made in this Agreement. No different or additional representations are authorized or should be relied upon.

ARTICLE XII **MISCELLANEOUS**

12.1. Notices. All notices, payments, demands and communications required or permitted to be given by this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes (a) if delivered personally to the party or to an officer of the party to whom the same is directed, or (b) whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, addressed to the addresses set forth on the signature page of this Agreement or to such other address as the Member from time to time specifies by written notice to the Company. Any notice shall be deemed to have been given as of the date delivered if delivered personally, or three days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid. Any notice may be waived by the person entitled to receive the notice.

12.2. Section Captions. Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of any part of this Agreement.

12.3. Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12.4. Member Intent. This Agreement shall be interpreted in all respects to give effect to the intent of the Members as described in this Agreement. Any provision in this Agreement that interferes with the above described intent in any way shall be severed and this Agreement deemed reformed to cause the Agreement to implement the above described intents.

12.5. Amendments. The Members may amend this Agreement only by the unanimous approval of all of the Members.

12.6. Governing Law. This Agreement and the rights of the Members shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and the Act as now in effect or as amended in the future shall govern and supersede any provision of this Agreement which would otherwise be in violation of the Act.

12.7. Multiple Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

12.8. Parties in Interest. Subject to the provisions contained in Article VII, every covenant, term, provision and agreement in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

12.9. Integrated Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth in this Agreement.

12.10. Number and Gender. Where the context so indicates, the masculine shall include the feminine and neuter, the singular shall include the plural and "person" shall include a corporation and other entities.

IN WITNESS WHEREOF, this Operating Agreement of YourVillage.com, LLC has been executed as of July 31, 2000.



Catamount I Communications, Inc.
By: *Adam Levinson*

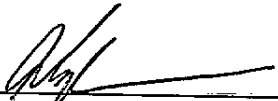


Adam Levinson


Exhibit A
To Operating Agreement of
YourVillage.com, LLC

<u>Member</u>	<u>Percentage Interest</u>	<u>Number of Units</u>	<u>Purchase Price</u>
Catamount I Communications, Inc.	95%	95	\$95,000.00, previously paid in cash or cash equivalents by the Member
Adam Levinson	5%	5	\$5,000.00, previously paid in cash or cash equivalents by the Member

The undersigned contributed the assets described above.



Catamount I Communications, Inc.
By: *Adam Levinson*



Adam Levinson

Exhibit B
to Operating Agreement of
YourVillage.com, LLC

Names and Address of Member and Manager

Members

Catamount I Communications, Inc.
2700 Apalachee Parkway, Suite B
Tallahassee, Florida 32301

Adam Levinson
2700 Apalachee Parkway, Suite B
Tallahassee, Florida 32301

Manager

Adam Levinson
2700 Apalachee Parkway, Suite B
Tallahassee, Florida 32301