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Innovative Fax Solutions, Inc.
Requestor's Name

904 Doria Way
Address

Melbourne, FL 32940
City/State/Zip Phone #

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****250.00 ****250.00

Office Use Only

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

1. 00789-01130-00676-00671
(Corporation Name) (Document #)

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NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Name Availability	<i>[Signature]</i>
Document Examiner	<i>[Signature]</i>
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Updater Verifier	<i>[Signature]</i>
Acknowledgement	<i>[Signature]</i>
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W98-22172

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

September 29, 1998

INNOVATIVE FAX SOLUTIONS, L.L.C.
904 DORIA WAY
MELBOURNE, FL 32940

SUBJECT: INNOVATIVE FAX SOLUTIONS, L.L.C.
Ref. Number: W98000022172

We have received your document for INNOVATIVE FAX SOLUTIONS, L.L.C. and your check(s) totaling \$250.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fees for a limited liability company breakdown as follows: \$250 filing fee, \$35 for designation of registered agent, \$52.50 for an optional certified copy, and \$8.75 for an optional certificate of status.

There is a balance due of \$.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6967.

Michelle Hodges
Document Specialist

Letter Number: 198A00048678

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**ARTICLES OF ORGANIZATION
OF
INNOVATIVE FAX SOLUTIONS, L.L.C.**

The undersigned individual, acting as sole organizer, hereby files the following Articles of Organization, for the purpose of forming a limited liability company under the Florida Statute S. 608.407.

ARTICLE I

The name of the limited liability company shall be: Innovative Fax Solutions, L.L.C.

**ARTICLE II
PRINCIPAL OFFICE**

The principal office of this limited liability company shall be located at 904 Doria Way, Melbourne, FL 32940. The mailing address is 904 Doria Way, Melbourne, FL 32940.

**ARTICLE III
EXISTENCE AND DURATION**

The existence of the limited liability company shall commence immediately upon the filing of these Articles of Organization and shall continue in perpetuity.

**ARTICLE IV
MEMBERS AND MANAGEMENT**

The limited liability company is to be managed by the Members and the names and addresses of the managing Members are:

Douglas S. Burns	1561 Bronco Dr., Melbourne, FL 32940
Imogene S. Burns	1561 Bronco Dr., Melbourne, FL 32940
George W. Dumstorf	904 Doria Way, Melbourne, FL 32940
Stephanie S. Dumstorf	904 Doria Way, Melbourne, FL 32940

**ARTICLE V
ADMISSION OF ADDITIONAL MEMBERS**

Members shall have the right to admit new Members by unanimous consent. Contributions required of new Members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of all Members.

**ARTICLE VI
MEMBERS' RIGHTS TO CONTINUE BUSINESS**

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued Membership of a member in this limited liability company, the remaining Members shall have the right to continue the business upon unanimous consent of such remaining Members.

**ARTICLE VII
AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS**

The undersigned member or authorized representative of a member of Innovative Fax Solutions, L.L.C. certifies:

- 1) the above named limited liability company has at least one member;
- 2) the total amount of cash contributed by the Members is: \$ 4,000;
- 3) if any, the agreed value of property other than cash contributed by Members is : \$ 0;
and

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4) the total amount of cash and property contributed and anticipated to be contributed by Members is: \$4,000.

ARTICLE VIII PURPOSE

The company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the company has qualified to transact business. The company shall have the authority to do all things necessary or convenient to accomplish its purpose.

ARTICLE IX CONTRACTING DEBTS

The consent of all Members shall be required to incur any liability in excess of \$10000 on behalf of the limited liability company.

ARTICLE X INDEMNIFICATION

This company shall indemnify any Member or Manager to the full extent permitted by the laws of the State of Florida.

The undersigned, being the sole organizer of the limited liability company, hereby certifies that the foregoing constitutes the Articles of Organization of Innovative Fax Solutions, L.L.C.

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.

Executed by the undersigned at Melbourne, Florida this 25th day of August, 1998.

Douglas S. Burns
Douglas S. Burns

Imogene S. Burns
Imogene S. Burns

George W. Dumstorf
George W. Dumstorf

Stephanie S. Dumstorf
Stephanie S. Dumstorf

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**OPERATING AGREEMENT
OF
INNOVATIVE FAX SOLUTIONS L.L.C.
A FLORIDA LIMITED LIABILITY COMPANY**

This Operating Agreement of Innovative Fax Solutions L.L.C. ("Company"), a limited liability company organized pursuant to the Florida Limited Liability Act is entered into and shall be effective as of August 25, 1998, by and among the Company and the persons executing this Agreement as Members.

**ARTICLE I
FORMATION OF COMPANY**

Section 1. Organization. The Members of the Company hereby organize the Company as a limited liability company pursuant to the provisions of the Florida Limited Liability Company Act (hereinafter the "Act").

Section 2. Intent. It is the intent of the Members that the Company shall always be operated in the manner consistent with its treatment as a partnership for federal and state income tax purposes. No member shall take any action inconsistent with the express consent of the parties hereto.

Section 3. Company Name. The name of the company is Innovative Fax Solutions, L.L.C.

Section 4. Registered Office and Agent. The name and address of the registered agent of the Company and the registered office of the Company are as follows:

Registered Agent:	George W. Dumstorf 904 Doria Way Melbourne, Florida 32940
Registered Office:	904 Doria Way Melbourne, Florida 32940
Mailing Address:	904 Doria Way, Suite F Melbourne, Florida 32940

Section 5. Period of Existence. The Company shall commence upon the filing of these Articles of Organization and shall continue in perpetuity.

Section 6. Company Business. The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company has qualified to transact business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose.

Section 7. Principal Office. The principal office of the Company shall be as follows:

904 Doria Way, Suite F
Melbourne, Florida 32940

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ARTICLE II COMPANY MEMBERS

Section 1. Names and Addresses of Members. The Members of the Company and their respective addresses are as set forth below:

	NAME	ADDRESS
(a.)	Douglas S. Burns	1561 Bronco Dr. Melbourne, Florida 32940
(b)	Imogene S. Burns	1561 Bronco Dr. Melbourne, Florida 32940
(c)	George W. Dumstorf	904 Doria Way Melbourne, Florida 32940
(d)	Stephanie S. Dumstorf	904 Doria Way Melbourne, Florida 32940

Section 2. Member's Representations. Each Member hereby represents and warrants to the Company and each other Member that:

- (a) the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest;
- (b) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities law, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

Section 3. Members as Agents. Every Member of the Company shall be an agent of the Company for the purpose of its business or affairs, and the act of any Member, including, but not limited to, the execution in the name of the Company of any instrument, for apparently carrying on in the usual way the business or affairs of the Company, shall bind the Company, so long as the Member so acting has, in fact, authority to act for the Company in that particular matter as hereinafter provided.

Section 4. Immunity from Personal Liability. No Member, employee, or agent of the Company shall be personally liable by reason of being a Member, employee, or agent of the Company, under a judgment, decree, or order of a court, agency, or tribunal of any type, or in any other manner, in this or any other state, or on any other basis, for a debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise. The status of a person as a Member, employee, or agent of the Company shall not subject the Member, employee, or agent to personal liability for the acts or omissions, including any negligence, wrongful act, or actionable misconduct, of any other Member, employee, or agent of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs

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under this Operating Agreement of the Act shall not be grounds for imposing personal liability on the Members of the Company.

Section 5. Indemnification. The Company shall indemnify the Members for all costs, losses, liabilities, and damages paid or accrued by such Member in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Florida.

Section 6. Reimbursement of Expenses. Any Member of the Company shall be entitled to reimbursement from the Company of all expenses of the Company reasonably incurred and paid by such Member on behalf of the Company.

Section 7. Member Meetings.

(a) Meetings of the Members may be called by any Member of the Company.

(b) The Member calling for a Member's Meeting shall deliver or mail written notice of the Membership Meeting stating (i) the date; (ii) the time; and (iii) the place of the meeting and, when otherwise required by law, (iv) a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records and books of the Company. Said notice is to be mailed at least ten (10), but not more than sixty (60) days before the date and time of the meeting.

(c) A Member may waive notice of any meeting, before or after the date of the meeting, by delivering a signed waiver to the Company for inclusion in the minutes of the Company. A Member's attendance at any meeting, in person or by proxy (i) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within any purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

(d) A Member may appoint a proxy to vote or otherwise act for the Member pursuant to a written appointment form executed by the Member or the Member's duly authorized attorney-in-fact. A proxy appointment is valid for eleven months unless otherwise expressly stated in the appointment form.

(e) Any action required or permitted to be taken at a Membership Meeting may be taken without a meeting if the action is taken by all of the Members entitled to vote on the action. The action must be evidenced by one or more written consents describing the action to be taken, signed by all the Members entitled to vote on the action, and delivered to the Company for inclusion in the Company minutes. The record date for determining Members entitled to take action without a meeting is the first date a Member signs the consent to such action.

(f) Any or all Members may participate in any Membership Meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

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(g) At any Membership meeting, the Chairman shall preside at the meeting and a secretary shall record the actions taken at the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute book of the Company after approval by all Members.

ARTICLE III MANAGEMENT COMMITTEE

Section 1. Duties: The power of this Company shall be vested in the Management Committee, composed of all of the Members, who shall have the management and control of the business of the Company.

The Management Committee of the Company shall be empowered to perform all administrative functions for the operation of the business including employing personnel, discharging personnel, buying and selling in the normal course of the business operations, supplies, equipment or services, as needed, other than such purchases or sales which would affect the capitalization of the Company, negotiating contracts incidental to the day by day operation of the Company, but not affecting the financial security or capitalization of the Company. Any transaction affecting the capitalization of the Company or endangering or involving its financial security shall be performed or executed only upon authorization of the Members of the Company.

Section 2. Regular Meetings: A regular meeting of the Management Committee shall be held without other notice, immediately after and at the same place as the annual meeting of Members.

Section 3. Special Meetings: Special meeting of the Management Committee may be called by or at the request of the Chairman or any two Managers. The person or persons authorized to call special meetings of the Management Committee may fix any place, within Brevard County, as the place for holding any special meeting of the Management Committee called by them. The person or persons authorized to call special meetings in order to do so shall notify the Secretary, and the Secretary shall implement all procedures so that the meeting is duly constituted.

Section 4. Notice: Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally or mailed to each Manager at his business address or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Member at a meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Management Committee need be specified in the notice or waiver of notice of such meeting.

Section 5. Quorum: At any meeting of the Management Committee, the presence of a majority of the members of the Committee then qualified and acting shall constitute a quorum for the transaction of any business except the filling of vacancies in the Management Committee, but if less than such majority is present at a meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice.

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Section 6. Manner of Acting: The act of the majority of the Managers present at a meeting at which a quorum is present shall be the act of the Management Committee.

Section 7. Action Without a Meeting: Any action required or permitted to be taken by the Management Committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers.

Section 8. Vacancies: Any vacancy occurring in the Management Committee may be filled by the unanimous vote of all of the remaining managers.

Section 9. Resignation: A Manager may resign from the Management Committee at any time by filing his/her written resignation with the Secretary.

Section 10. Organization: The President should act as chairman and in his/her absence any Manager present, shall call meetings of the Management Committee to order, and shall act as a chairman of such meetings. The Secretary of the company shall act as Secretary of the Management Committee but in the absence of the Secretary, the presiding officer may appoint any Manager to act as Secretary of the meeting.

Section 11. Indemnification of Managers: To the extent not inconsistent with Florida law in effect from time to time, every person (and the heirs, executors and administrators of such person) who is or was a Manager of the Company shall, in accordance with the provisions of this section, be indemnified by the Company against any and all liability and reasonable expense that may be incurred by him/her in connection with or resulting from any claim, action, suit or proceeding; provided that such Manager or Officer is wholly successful with respect thereto or acted in good faith, in what he/she reasonably believed to be in or not opposed to the best interests of the Company and, in addition, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful. "Claim, action, suit or proceeding" shall include any claim, action, suit or proceeding (whether brought by or in the right of the Company or any other corporation or otherwise), civil, criminal, administrative or investigative, or threat thereof, in which a Manager or Officer of the Company (or his/her heirs, executors or administrators) may become involved, as a party or otherwise,

(a) by reason of his/her being or having been a Manager of the Company, or of any subsidiary corporation of the Company, or of any other corporation which he/she served as such at the request of the Company and of which the Company directly or indirectly is a stockholder or creditor, or in stocks, bonds, securities or other obligations of which it is in any way interested, or

(b) by reason of his/her acting or having acted in any capacity in a partnership, association, trust, foundation, not-for-profit corporation or any other organization or entity where he served as such at the request of the Company, or

(c) by reason of any action taken or not taken by him/her in any such capacity, whether or not he/she continues in such capacity at the time such liability or expense shall have been incurred.

The terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by or on behalf of a Manager or Officer, but shall not in any event include

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any liability or expenses on account of profits realized by him/her in the purchase or sale of securities of the Company. The termination of any claim, action, suit or proceeding, by judgment, settlement (whether with or without court approval) or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that a Manager or Officer did not meet the standards of conduct set forth in this paragraph.

The rights of indemnification provided in this section shall be in addition to any rights to which any such Manager may otherwise be entitled by contract or as a matter of law. Persons who are not Managers of the Company but are employees of the Company or any subsidiary, or are directors or officers of any subsidiary, may be indemnified to the extent authorized at any time or from time to time by the Management Committee.

Irrespective of the provisions of this section, the Management Committee may, at any time, approve indemnification of company personnel to the full extent permitted by the provisions of the Florida Limited Liability Company Act at the time in effect, whether on account of past or future transactions.

To the extent consistent with Florida law as in effect from time to time, the Management Committee may, at any time or from time to time, approve the purchase and maintenance of insurance on behalf of any such Manager or other person against any liability asserted against him in his capacity, or arising out of his status as a Manager, employee or agent of the Company or any corporation, partnership, association, trust, foundation, not-for-profit organization or other organization or entity which he/she served as such at the request of the Company, whether or not the Company would have the power to indemnify him/her under the provisions of this section.

**ARTICLE IV
OFFICERS**

The Company shall have a President, Vice-President, Secretary and Treasurer. The Officers shall perform the duties as hereinafter provided.

Section 1. President: The President shall preside at all meetings of the Members and Managers as Chairman, discharge all the duties which devolve upon a presiding officer, and perform such other duties as this Operating Agreement provides, or the Management Committee and/or Members may prescribe.

Section 2. Vice-President: In the absence or disability of the President, the Vice-President shall perform the duties of the President as set forth in Section 1 above.

Section 3. The Secretary: The Secretary shall: (a) keep the minutes of the proceedings of the Members and of the Management Committee in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (c) be custodian of the company records; (d) keep a register of the post office address of each Member which shall be furnished to the Secretary by such member; (e) have general charge of the unit transfer books of the Company; and (f) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman or by the Management Committee and/or Members.

Section 4. The Treasurer: The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of and payable to the Company from any source

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whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of the next Article of this Agreement; and (b) in general, perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman or by the Management Committee and/or Members.

Section 5. Function of Officers: The President, Vice-President, Secretary and Treasurer of the Company are established in order to facilitate the day to day administration of the affairs of the Company in the ordinary course of its business and to provide an organization capable of executing and carrying out the decisions and directions of the Members and will comprise the Management Committee. They shall have such powers and perform such duties as may be necessary or desirable to conduct and effect all transactions in the ordinary course of the business of the Company without further authorization by the Members and such further powers as are granted by this Agreement or as otherwise granted by the Members.

ARTICLE V ACCOUNTING AND RECORDS OF THE COMPANY

Section 1. Required Records. The Company shall keep at its principal office the following records:

- (a) A current list, and all past lists, setting forth the full name and last known mailing address of each member;
- (b) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any power of attorney pursuant to which any Articles of Amendment have been executed;
- (c) Copies of the Company's federal, state and local income tax returns and financial statements for the three (3) most recent years or, if those returns and statements were not prepared, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for those years;
- (d) Copies of any effective written Operating Agreements and all amendments thereto;
- (e) Copies of any written Operating Agreements no longer in effect;
- (f) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services, if any, contributed by each Member and the times at which or events upon the happening of which any additional contributions are to be made.

Section 2. Inspection of Records by Member. Upon reasonable written request, any member may, at the Member's own expense, inspect and copy during ordinary business hours any Company record, where the record is located or at a reasonable location.

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Section 3. Supplying of Pertinent Information. Each Member shall render, to the extent the circumstances render it just and reasonable, true and full information of all matters affecting the Members and the Company to any Member, and the Member's agent, and to the legal representative of any deceased Member or of any Member under legal disability.

Section 4. Failure to Maintain Records. Any failure of the Company to keep or maintain any of the records or information required shall not be grounds for imposing liability on any Member for the debts and obligations of the Company.

Section 5. Annual Report. The Company shall deliver to the Secretary of State for the State of Florida for filing an Annual Report setting forth the following:

- (a) The name of the Company and the state or country under whose law the Company is organized;
- (b) The address of the Company's registered office and the name of the Company's registered agent at that office in the State of Florida;
- (c) The address of the Company's principal office; and
- (d) The names and business addresses of one (1) or more designated Members.

Section 6. Accounting Records and Fiscal Year. The books and records of the Company shall be kept, and the financial position and the results of its operation recorded, in accordance with the accounting method selected above for federal income tax purposes. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The fiscal year of the Company for financial reporting and federal income tax purposes shall be the calendar year.

Section 7. Access to Accounting Records. All books and records of accounting shall be maintained at the Company's principal place of business, and each Member, and his duly authorized representative, shall have access to them at such office of the Company and have the right to inspect and copy them during ordinary business hours.

Section 8. Annual and Tax Information. The Company shall use its best effort to cause the Company to deliver to each Member within Sixty (60) days after the end of each fiscal year all information necessary for the preparation of such Member's federal income tax return. The Company shall also use its best effort to prepare, within Ninety (90) days after the end of each fiscal year, a financial report of the Company for such fiscal year, containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and application of funds, and a statement of reconciliation of the Capital Accounts of the Members.

Section 9. Accounting Decisions. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Members. The Members may rely upon the advice of their accountants as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

Section 10. Federal Income Tax Elections. The Company may make all elections for federal income tax purposes, including, but not limited to the following:

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- (a) To the extent permitted by applicable law and regulations, elect to use an accelerated depreciation method on any depreciable unit of the assets of the Company; and
- (b) In case of a transfer of all or part of the Company interest of any Member, the Company may elect pursuant to Section 734, 743 and 754 of the Federal Tax Code as amended (or corresponding provisions of future law) to adjust the basis of the assets of the Company.

ARTICLE VI CONTRIBUTIONS

Section 1. Obligations to Make Contribution. A promise by a Member to contribute to the Company shall not be enforceable unless set forth in a writing signed by the Member. Each Member executing this Operating Agreement has agreed, when called for in writing by a majority of Members, to make the capital contributions (in property, services, and/or cash) set forth on Exhibit A, which is attached hereto and incorporated herein by this reference. Execution of this Operating Agreement shall make enforceable the Member's promise, when called for in writing by a majority of Members, to make the contribution set forth in Exhibit A.

Section 2. Failure to Make Contribution. If any Member fails to make the required contribution of property or services as set forth on Exhibit A, that Member shall be obligated, at the option of the Company, to contribute cash equal to that portion of value of the stated contribution that has not been made.

Section 3. Compromise of Obligation. The obligation of a Member to make a contribution to the Company may be compromised only with the unanimous consent of the Members.

Section 4. Creditor's Rights. Notwithstanding any compromise approved pursuant to Section 3 of this Article, a creditor of the Company who extends credit or otherwise acts in reliance on a Member's obligation to contribute after the Member executes this Operating Agreement or other writing which reflects the Member's obligation and before a compromise of that obligation may enforce the original obligation.

ARTICLE VII ALLOCATIONS AND DISTRIBUTIONS

Section 1. Allocation of Profits and Losses. Profits and losses of the Company shall be allocated equally among the Members.

Section 2. Distributions of Cash or Other Assets. Each Member shall be entitled to receive distributions as set forth in this section to the extent and at the times or upon the happenings of the events specified elsewhere in this Operating Agreement or at the times determined by the Members pursuant to this Agreement.

Section 3. Events of Disassociation. Upon the occurrence of an event of disassociation as described in Article XI hereof, a disassociating Member shall be entitled to receive any distribution which the Member was entitled to receive prior to the event of disassociation. The disassociated Member, within a reasonable time after disassociation,

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shall be entitled to receive the fair value of the Member's Company interest as of the date of disassociation based on the Member's right to share in distributions of the Company.

Section 4. Restriction on In-kind Distributions. Each Member, regardless of the nature of the Member's contribution, shall not have a right to demand and receive any distribution from the Company in any form other than cash. A Member shall not be compelled to accept from the Company a distribution of any asset in kind to the extent that the percentage of the asset distributed to the Member exceeds the percentage that the Member would have shared in a cash distribution equal to the value of the property at the time of distribution.

Section 5. Limitations on Distributions. No distribution shall be made to any Member if, after giving effect to the distribution (1) the Company would not be able to pay its debts as they become due in the usual course of business; or (2) the Company's assets would be less than the sum of its liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of other Members upon dissolution which are superior to the rights of the Member receiving the distribution.

Section 6. Company Determination of Distribution. The Company may base a determination that a distribution is not prohibited under Section 5 of this Article on:

- (a) financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances; or
- (b) a fair valuation or other method that is reasonable under the circumstances.

Section 7. Effects of Distribution. Except as provided in Section 9 of this Article, the effect of a distribution shall be measured as of:

- (a) the date the distribution is authorized if payment occurs within one hundred twenty (120) days after the date of authorization; or
- (b) the date payment is made if it occurs more than one hundred twenty (120) days after the date of authorization.

Section 8. Priority of Indebtedness. The Company's indebtedness to a Member incurred by reason of a distribution made in accordance with this Operating Agreement shall be at parity with the Company's indebtedness to its general secured creditors, except to the extent subordinated by agreement.

Section 9. Distribution not a Liability. If the terms of an indebtedness provide that payment of principal and interest is to be made only if, and to the extent that, payment of a distribution to Members could then be made under this Article, indebtedness of the Company, including indebtedness issued as a distribution, shall not be a liability for purposes of determinations made under Section 5 hereof.

Section 10. Indebtedness as Distribution. If the indebtedness is issued as a distribution, each payment of principal or interest on the indebtedness shall be treated as a distribution, the effect of which shall be measured on the date the payment is actually made.

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Section 11. Unlawful Distributions. Any Member who votes for or assents to a distribution in violation of this Operating Agreement or the provisions of the Florida Statutes shall be held personally liable to the Company for the amount of the distribution that exceeds the amount that could have been distributed without violating this Operating Agreement or the Florida Statutes.

Section 12. Status as Creditor. At the time that a Member becomes entitled to receive a distribution, the Member shall have the status of, and shall be entitled to all remedies available to, a creditor of the Company with respect to the distribution.

ARTICLE VIII COMPANY PROPERTY

Section 1. Title of Property. Property transferred to or otherwise acquired by the Company shall be the property of the Company and not of the Members individually. Property may be acquired, held, and conveyed in the name of the Company. Any estate in real property may be acquired in the name of the Company, and title to any interest so acquired shall vest in the Company rather than in the Members individually.

Section 2. Transfer of Property in Company Name. Property of the Company held in the name of the Company may be transferred by an instrument of transfer executed by the president or Secretary-Treasurer in the name of the Company. Property of the Company which is held in the name of one (1) or more Members with an indication in the instrument transferring the property to them of their capacity as Members of the Company or of the existence of the Company, if the name of the Company is not indicated, may be transferred by an instrument of transfer executed by the persons in whose name title is held.

Section 3. Recovery of Property. Property transferred under Sections 1 or 2 of this Article may be recovered by the Company if the Company proves that the execution of the instrument of transfer did not bind the Company pursuant to the Florida Statutes, unless the property has been transferred by the initial transferee or person claiming through the initial transferee to a subsequent transferee who gives value without having notice that the person who executed the instrument of initial transfer lacked authority to bind the Company.

Section 4. Transfer of Property not in Company Name. Property of the Company held in the name of one (1) or more persons other than the Company, without an indication in the instrument transferring title to the property to them or their capacity as Members of the Company or of the existence of the Company, may be transferred free of any claims of the Company or the Members by the persons in whose name title is held to a transferee who gives value without having notice that it is property of the Company.

ARTICLE IX MEMBERSHIP INTERESTS IN COMPANY

Section 1. Company Interest as Personal Property. A Member's interest in the Company shall be the personal property of that Member.

Section 2. Assignment of Company Interest. A Member's interest in the Company shall be assignable in whole or in part.

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Section 3. Assignee's Receipt of Distributions. An assignment of a Member's interest in the Company shall entitle the assignee to receive, to the extent assigned, only the distributions to which the assignor would be entitled.

Section 4. Assignee's Management Rights. An assignment of a Member's interest in the Company shall not dissolve the Company or entitle the assignee to participate in the management and affairs of the Company or to become or exercise any rights of a Member other than the right to receive distributions pursuant to Section 3 of this Article.

Section 5. Assignor's Continuation as Member. Until the assignee of a Member's interest in the Company becomes a Member pursuant to the provisions of the Florida Statutes, the assignor shall continue to be a Member and shall have the power to exercise any rights as a Member, subject to the other Members' right to remove the assignor pursuant to the Florida Statutes.

Section 6. Liability of Assignee. Until an assignee of a Member's interest in the Company becomes a Member, the assignee shall have no liability as a Member solely as a result of the assignment.

Section 7. Liability of Assignor. The assignor of an interest in the Company shall not be released from liability as a Member solely as a result of such an assignment.

Section 8. Encumbrances Upon Interest. The pledge of or granting of a security interest, lien, or other encumbrance in or against any or all of the Company interest of a Member shall not constitute an assignment and shall not cause the Member to cease to be a Member or cease to have the power to exercise any rights or powers of a Member.

Section 9. Admission of Assignee as a Member. An assignee of an interest in the Company shall become a Member only if the other Members of the Company unanimously consent. The consent of a Member may be evidenced by one (1) or more written instruments, dated and signed by all Members.

Section 10. Rights and Obligations of Assignee Who Becomes Member. An assignee who becomes a Member pursuant to this Operating Agreement shall have, to the extent assigned, the rights and powers and shall be subject to the restrictions and liabilities of a Member under the Articles of Organization, this Operating Agreement, and the Act. An assignee who becomes a Member also shall be liable for any obligations of his/her assignor to make contributions pursuant to this Operating Agreement. The assignee shall not be obligated for liabilities of which the assignee had no knowledge at the time he/she became a Member and which could not be ascertained from the Articles of Organization or the Company's Operating Agreement. The assignor of a Company interest shall not be released from his/her liability to the Company to make contributions whether or not an assignee of the Company interest becomes a Member.

Section 11. Assignment of Entire Company Interest. A Member who assigns his/her entire Company interest shall cease to be a Member or to have the power to exercise any rights of the Member when the assignee becomes a Member with respect to the entire assigned interest.

Section 12. Member's Legal Representative. If a Member who is an individual dies or a court of competent jurisdiction adjudicates the Member to be incompetent to manage the Member's person or property, the Member's executor, administrator, guardian,

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conservator, or other legal representative shall have all of the rights of an assignee pursuant to this Operating Agreement with respect to the Member's interest.

ARTICLE X ADMISSION OF A MEMBER

Section 1. Admission to Membership. Any individual, general partnership, limited liability partnership, domestic or foreign limited liability company, trust, estate, association, corporation, or other legal entity may become a Member in the Company upon compliance with this Operating Agreement and written consent of all Members.

Section 2. Effective Date of Admission. The effective date of admission of a Member to the Company shall be the later of these:

- (a) the date the Company is formed; or
- (b) when the person's admission is reflected in the records of the Company.

ARTICLE XI DISASSOCIATION OF A MEMBER

Section 1. Cessation of Membership. A Company Member shall cease to be a Member of the Company upon the occurrence of one (1) or more of the following events:

- (a) The Member withdraws by voluntary act from the Company by giving thirty (30) days written notice to the other Members.
- (b) The Member ceases to be a Member of the Company as provided in the Florida Statutes and Section 11 of Article IX hereof.
- (c) The Member makes an assignment for the benefit of creditors; files a voluntary petition in bankruptcy; is adjudicated bankrupt or insolvent; files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation; files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature; or seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of the Member's property.
- (d) The Member dies.
- (e) The entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or estate.
- (f) In the case of a Member who is a trust or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee).

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- (g) In the case of a Member that is a separate legal organization or entity other than a corporation, the dissolution and commencement of winding up of the organization or entity.
- (h) In the case of a Member that is a corporation, the filing of articles of dissolution or the equivalent for the corporation or the revocation of its articles of incorporation and the lapse of ninety (90) days after notice to the corporation of revocation without a restatement of its articles of incorporation.
- (i) In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

ARTICLE XII DISSOLUTION AND WINDING UP OF THE COMPANY

Section 1. Dissolution. The Company shall be dissolved and its affairs wound up upon the happening of the first to occur of the following:

- (a) At the time or upon the occurrence of events specified in the Articles of Organization of the Company.
- (b) The written consent of all Company Members.
- (c) Any event of disassociation of a Member as set forth in Article XI of this Operating Agreement, unless the Company is continued by the consent of all the remaining Members on or before the ninetieth (90th) day following the occurrence of the event.
- (d) The entry of a decree of judicial dissolution under the Florida Statutes.
- (e) Filing of a certificate of dissolution by the Secretary of State under the Florida Statutes.

Section 2. Effect of Dissolution. Upon dissolution, the Company shall continue its existence but shall not carry on any business except that appropriate to wind up and liquidate its business and affairs.

Section 3. Distribution of Assets on Dissolution. Upon the winding up of the Company, the assets shall be distributed as follows:

- First: Payment, or adequate provisions for payment, shall be made to creditors, including, to the extent permitted by law, Members who are creditors in satisfaction of liabilities of the Company.
- Second: To Members or Former Members in satisfaction of liabilities for distributors under the Florida Statutes and this Operating Agreement.

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Third: To Members and Former Members first for the return of their contributions and second in proportion to the Member's respective rights to share in distributions from the Company prior to dissolution.

Section 4. Winding Up and Certificate of Dissolution. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate of dissolution shall be delivered to the Secretary of State for the State of Florida for filing. The certificate of dissolution shall set forth the information required by the Florida Statutes.

ARTICLE XIII CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Authorization of and Execution of Contracts. Unless otherwise provided by law or in the Articles of Organization or in this Agreement, or by the Management Committee, no Members, agent, or employee has any power or authority to bind the Company by any contract or engagement or to pledge the Company's credit or to render it pecuniarily liable for any purpose or to any amount except that the President and Secretary-Treasurer shall be authorized to enter into any such obligation in behalf of the Company if previously approved by the Management Committee. Also, any other instrument so authorized may be executed and delivered in the name and on behalf of the Company by the President, Vice-President, Secretary, and/or Treasurer. In addition, the Management Committee may authorize any other Member to enter into any contract or to execute and deliver any instrument, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Company and no evidences of indebtedness shall be issued in its name unless authorized by the action of two-thirds of the Members. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Treasurer and one Member of the Management Committee if in excess of \$1,000.

Section 4. Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Members may select.

ARTICLE XIV REPRESENTATION OF COMPANY AT MEETINGS OF OTHER COMPANIES

Unless otherwise ordered by the Management Committee, the President of the Company shall have full power and authority on behalf of the Company to attend and to act and vote in person or by proxy at any meeting of Shareholders of any corporation in which this company may hold stock, and at any such meeting shall possess or may exercise any and all of the rights and powers incident to the ownership of such stock which the owner thereof might possess or exercise if present. The Management Committee, by resolution from time to time, may confer such powers upon any other Member.

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ARTICLE XV MISCELLANEOUS PROVISIONS

Section 1. Complete Agreement. This Operating Agreement and the Articles of Organization of the Company constitute the complete and exclusive statement of agreement among the Members with respect to the subject matter hereof. This Operating Agreement and the Articles of Organization replace and supersede all prior agreements by and among the Members or any of them. This Operating Agreement and the Articles of Organization supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in this Operating Agreement or the Articles of Organization shall be binding on the Members or have any force or effect whatsoever.

Section 2. Governing Law. This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Florida.

Section 3. Terms. Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the Code or other statutes or laws will include all provisions concerned.

Section 4. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Operating Agreement.

Section 5. Severability. Every provision of this Operating 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 Operating Agreement.

Section 6. Amendments. The Members of the Company may amend this Operating Agreement only by the unanimous written approval of all of the Members.

Section 7. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inured to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

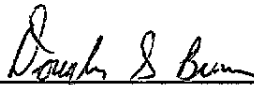
Section 8. Notices. Any notice, demand or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to any executive officer of the party to whom the same 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 Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three (3) 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.

Section 9. 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.


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Section 10. Waiver. 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 Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

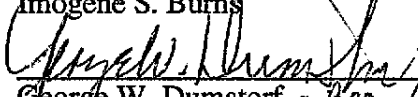
Section 11. Counterpart Execution. This Operating Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one Agreement.



Douglas S. Burns



Imogene S. Burns



George W. Dumstorf - Reg. Agent



Stephanie S. Dumstorf

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**EXHIBIT A
CONTRIBUTIONS**

Below are the financial contributions of the members of Innovative Fax Solutions, L.L.C., a Florida Limited Liability Company, as required in Article VI of the Limited Liability Company Operating Agreement, as followed:

Douglas S. Burns	\$1,000
Imogene S. Burns	\$1,000
George W. Dumstorf	\$1,000
Stephanie S. Dumstorf	\$1,000
Total:	<u>\$4,000</u>

These contributions can be made by property, services, and/or cash as agreed to by all Members in writing.

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