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CORPORATION(S) NAME

Equimark Aquisition, LLC

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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name

The name of the Limited Liability Company is EquiMark Acquisition LLC (the "Company").

ARTICLE II - Address

The mailing address and street address of the principal office of the Company is:

6765 Casa Grande Way
Delray Beach, Florida 33446

ARTICLE III - Duration

The period of duration for the Company shall be perpetual.

ARTICLE IV - Management

The Company is to be managed by managers. The names and addresses of the managers who will serve until the next annual meeting of the members are:

Morton Reich
EquiMark Limited
6765 Casa Grande Way
Delray Beach, Florida 33446

Mitchell Krassan
EquiMark Limited
6765 Casa Grande Way
Delray Beach, Florida 33446

ARTICLE V - Admission of Additional Members

The right of the members to admit additional members and the terms and conditions of the admissions shall be:

5.1 Assignment by Member. A member's membership interest shall not be assignable, in whole or in part, without first complying with the provisions of this Article V; provided, however, that EquiMark Limited may assign all or any portion of its membership interest to any of its "affiliates" without complying with Section 5.2(b) or obtaining the prior consent of any member or manager; and, provided further, that Herb Koslow may assign all or any portion of his membership interest to any of his "affiliates" for estate planning purposes only without complying with Section 5.2(b) or obtaining the prior consent of any member or manager, provided that notwithstanding any such transfer, Mr. Koslow retains voting control over his membership interest during his lifetime. For purposes of this Section 5.1 only, "affiliates" shall mean with respect to such member, any person related by blood or marriage to such member or any person that directly or indirectly, through one or more intermediates

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controls, is controlled by, or is under common control with, such member. For purposes of this Section 5.1 only, the term "control" shall mean, with respect to any person, the beneficial ownership of fifty-one percent (51%) or more of the equity or voting interests of such person. Unless an assignee becomes a substituted member in accordance with the provisions set forth in Section 5.3, an assignee shall not become, nor shall an assignee be entitled to exercise any of the rights or powers of a member, except the right to receive all or a part of the share of the profits, losses, cash distributions or returns of capital to which its assignor would otherwise have been entitled and which are assigned to the assignee.

5.2 Transfer of Membership Interests. Except as otherwise provided in this Article V, no member may, without the prior consent of all of the members at a meeting called for such purpose, voluntarily or involuntarily sell, assign, encumber or otherwise transfer all or any portion of its membership interest, except as follows:

(a) In the case of incompetency of a member, his membership interest shall vest in his personal representative and, in the case of death, in his beneficiaries. In the case of Bankruptcy of a member, its membership interest shall vest in the trustee, receiver or administrator of the bankrupt's estate.

(b) If any member shall at any time desire to sell all or any part of its membership interest, the following provisions shall apply:

(1) Such member (the "**Selling Member**") shall first obtain a bona fide written offer which it desires to accept (the "**Offer**") to purchase all or any portion of its membership interest (the "**Offered Membership Interest**") for a fixed cash price (which may be payable over time); *provided, however*, that if the Selling Member's membership interest is less than twenty percent (20%) of all membership interests, the Selling Member may not transfer less than its entire membership interest pursuant to this Section 5.2(b) and if the Selling Member's membership interest is equal to or greater than twenty percent (20%) of all membership interests, the Selling Member may not sell less than twenty percent (20%). The Offer shall set forth its date, the proposed price and any other terms and conditions upon which the purchase is to be made, as well as the name and address of the prospective purchaser. The Selling Member shall transmit copies of the Offer to the Company and the other members within seven (7) days after its receipt of the Offer.

(2) Transmittal of the Offer to the Company by the Selling Member shall constitute an offer by the Selling Member to sell the Offered Membership Interest to the Company at the price and upon the terms and conditions set forth in the Offer. For a period of fifteen (15) days after the submission of the Offer to the Company, the managers shall have the option, on behalf of the Company, and in its sole discretion, to cause the Company to accept the Selling Member's offer as to the Offered Membership Interest, which acceptance shall be exercisable by written notice to the Selling Member with a copy to each of the other members.

(3) If the Company does not exercise its option with respect to Selling

Member's membership interest as set forth above, the Selling Member shall, upon notice from the managers of the Company's decision not to accept the Selling Member's offer as to its membership interest (or upon expiration of the fifteen (15) day option period referred to above if the Company fails to give notice as aforesaid), be deemed to have offered in writing to sell the Offered Membership Interest to the other members (the "Offeree Members") at the price and upon the terms set forth in the Offer. For a period of fifteen (15) days after such offer by the Selling Member to the Offeree Members, the Offeree Members shall have options, exercisable by written notice to the Selling Member with a copy to the Company and to each of the other Offeree Members, to accept the Selling Member's offer as to the Offered Membership Interest. Each Offeree Member who shall exercise this option shall agree, by doing so, to purchase that proportionate part of the Offered Membership Interest which the membership interest owned by such Offeree Member bears to the total number of membership interests owned by all Offeree Members (or in such other proportions as the Offeree Members may agree among themselves).

(4) If one or more of the Offeree Members does not exercise its option in accordance with Section 5.2(b)(3), the Offeree Members who exercised their options pursuant to Section 5.2(b)(3) shall have further options for a period of fifteen (15) additional days following expiration of the fifteen (15) day period set forth in Section 5.2(b)(3) to accept the Selling Member's offer as to the then remaining Offered Membership Interest, and each such Offeree Member who shall exercise this further option shall agree, by doing so, to purchase that proportionate part of the remaining Offered Membership Interest which the membership interest owned by such Offeree Member bears to the total number of membership interests owned by all of the Offeree Members who exercised their options pursuant to this Section 5.2(b)(4) (or in such other proportions as such Offeree Members may agree among themselves).

(5) If, at the end of the option periods described in this Section 5.2(b), options have not been exercised by the Company or the Offeree Members to purchase the entire Offered Membership Interest, then any options exercised according to this Section 5.2(b) shall be null and void, neither the Company nor any Offeree Member shall have any right to purchase the Offered Membership Interest and the Selling Member shall be free for a period of forty (40) days thereafter to sell all, but not less than all, of the Offered Membership Interest to the prospective purchaser at the price and upon the terms and conditions set forth in the Offer. If such membership interest is not so sold within the aforesaid forty (40) day period, the Selling Member shall not be permitted to sell such membership interest without again complying with this Section 5.2(b).

(6) Settlement for the purchase of the Offered Membership Interest by the Company or by an Offeree Member pursuant to this Section 5.2(b) shall be made within forty-five (45) days following the date of exercise of the last option exercised. Payment of the purchase price set forth in the Offer shall be payable on the same terms contained in the Offer.

(c) Herb Koslow shall have the option to require the Company to purchase his membership interest pursuant to the terms of Section 1.4 of that certain Asset Purchase

Agreement by and among Associated Growers, Inc., Herb Koslow and the Company.

5.3 Substitution of Members. An assignee of a membership interest may become a substituted member subject to the following terms, conditions and limitations:

- (a) the assigning member has complied with the provisions of this Article V;
- (b) the assignee has paid to the Company all costs and expenses incurred in connection with such assignee's substitution as a member, which costs and expenses will include, without limitation, all legal and accounting fees and expenses incurred by the Company or its counsel and all costs incurred in amending this Agreement and in preparing, filing, recording and publishing any certificates and instruments necessary or appropriate in connection therewith; and
- (c) the assignee will have executed and delivered such instruments and documents, in form and content satisfactory to the managers, as the managers may deem necessary, advisable or appropriate to effect the substitution of such assignee as a member.

The Company and the managers will be entitled to consider the owner of any membership interest in the Company as set forth in the records of the Company as the absolute owner thereof for all purposes. Neither the Company nor the managers will incur any liability for distributions of cash or other property made in good faith to the owner of an interest in the Company until such time as a written assignment of such membership interest has been received and accepted by the managers and recorded on the books of the Company. In the event of an assignment by a member, allocations between the assignor and assignee of deductions, credits and income of the Company for federal, state and local income tax purposes shall be based on the portion of the year during which the assignor and assignee each owned such membership interest, unless all of the members determine to close the books on the date of such assignment.

5.4 Withdrawal of a Member. No member shall be entitled to withdraw from the Company unless it obtains the prior written consent of a majority of the managers or complies with the transfer provisions of Sections 5.2 and 5.3.

5.5 Admission of Additional Members. The Company may admit additional members (other than substituted members) subject to the approval of all of the members in writing of each admission or the approval by a majority of the membership interests of each admission at any meeting of the members called expressly for such purpose. Prior to becoming a member, such additional members must have executed and delivered a counterpart signature page to this Agreement agreeing to be bound by the terms and provisions hereof.

ARTICLE VI - Members' Rights to Continue Business

The right of the remaining members of the Limited Liability Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the

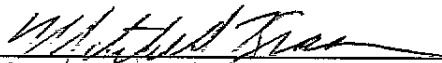
occurrence of any other event which terminates the continued membership of a member in the Limited Liability Company shall be as follows:

The Company shall be dissolved upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of the last member or the occurrence of any other event which terminates the continued membership of the last member in the Company unless the business of the Company is continued by the executor, personal representative, trustee, receiver or administrator of the last member's estate. If the Company has more than one member, the business of the Company shall automatically be continued upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or any other event which terminates the continued membership of a member in the Company.

ARTICLE VIII - Affidavit of Membership and Contributions

The undersigned member or authorized representative of a member of EquiMark Acquisition LLC certifies:

- 1) The Company has at least one member;
- 2) The total amount of cash contributed by the members is \$1,000;
- 3) If any, the agreed value of property other than cash contributed by the members is \$ N/A;
- 4) The total amount of cash and property contributed and anticipated to be contributed by the members is \$3,500,000.



Signature of a member or an authorized representative of a member

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

Mitchell Krassan, Vice President

Typed of printed name of signee

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

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: EquiMark Acquisition LLC.
2. The name and address of the registered agent and office is:

K&R Investments, Inc.
6765 Casa Grande Way
Delray Beach, Florida 33446

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

K&R Investments, Inc.

By:



Mitchell Krassan, Vice President

Date: December 14, 1998