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STEELE LAW OFFICES

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Lauderhill, FLORIDA 33351-5738  
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Eugene Steele  
Admitted in 1972  
National Academy of Elder Law Attorneys \*  
\*member

February 11, 1999

Registration Section  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Fl. 32314

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Re: Wallstreet Trader, LLC

Dear Sir/Madam

Please file the enclosed Articles Of Organization. Please note  
that Wallstreet is one word.

Sincerely,

*Eugene Steele*

Eugene Steele

enc. \$346.25

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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Company is: WALLSTREET TRADER, LLC, and all business of the Company shall be conducted under that name only to the extent permitted by applicable law.

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company shall be:

4420 NORTH UNIVERSITY DRIVE  
LAUDERHILL  
FLORIDA 33351

ARTICLE III - Duration:

The period of duration for the Limited Liability Company shall be: perpetual and shall continue until dissolved.

ARTICLE IV - Management:

The Limited Liability Company is to be managed by managers and the name(s) and address(es) of such manager(s) who is/are to serve as manager(s) is/are:

Managers

Eugene H. Steele  
4420 North University Dr  
Lauderhill,  
Fl. 33351

Paula Crall  
1074 NW 183rd Ter  
Pembroke Pines,  
Fl. 33029

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ARTICLE V - Admission of Additional Members:

TRANSFERS OF UNITS

11.1. Permitted Transfer. Subject to Section 11.3, a Member may Transfer some or all of the Member's Units to a Permitted Transferee.

11.2. Right of First Refusal in Case of Sales.

11.2.1. A Selling Member which desires to sell all or any portion of its Units to a third party purchaser [other than a Member/including a Member] shall obtain from such third party purchaser a bona fide written offer to purchase such Units, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor. The Selling Member shall give written notification to the Remaining Members, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the Remaining Members a copy of the written offer to purchase such interest.

11.2.2. The Remaining Members, and each of them shall, on a basis Pro Rata in Proportion to Units or on a basis Pro Rata in Proportion to Units of those Remaining Members exercising their right of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the Units proposed to be sold by the Selling Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the Selling Member, by certified mail or personal delivery, of their intention to do so within ten (10) days after receiving written notice from the Selling Member. The failure of all the Remaining Members (or any one or more of them) to so notify the Selling Member of their desire to exercise this right of first refusal within said ten (10) day period shall result in the termination of the right of first refusal and the Selling Member shall be entitled to consummate the sale of its interest in the Company, or such portion of its interest, if any, with respect to which the right of first refusal has not been exercised, to such third party purchaser.

In the event the Remaining Members (or any one or more of the Remaining Members) give written notice to the Selling Member of their desire to exercise this right of first refusal and to purchase all of the Selling Member's Unit which the Selling Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the Remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after receipt of written notification from the Selling Member of the third party offer to purchase.

11.3. Limitations on Sale or Permitted Transfers. No Unit shall be Transferred by sale or Permitted Transfer.

11.3.1. if such Transfer, alone or when combined with other transactions, would result in a termination of the Company within the meaning of section 708 of the Code.

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11.3.2. without an opinion of counsel satisfactory to the Managers that such assignment is subject to an effective registration under, or exempt from the registration requirements of the applicable state and federal securities laws;

11.3.3. unless and until the Company receives from the assignee the information and agreements that the Managers may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

**11.4. Dispositions Other Than Sale or Permitted Transfer.** In the event of any Disposition of a Unit other than a Sale Disposition, the transferee of the Interest shall notify the Company of the Disposition in writing. Upon a Disposition of a Unit other than a Voluntary Disposition, the Company shall have the right, but not the obligation, to redeem the Unit so Disposed. To exercise this right to redeem the interest, the Company shall notify the Transferee of the Unit within 90 days from the date on which the Company receives the notice of Disposition from the transferee that the Company intends to redeem the interest and to give the transferee notice of the Company's estimate of the fair market value of the Unit to be redeemed taking into consideration any minority or marketability discount applicable to the Unit. If the transferee does not agree with the Company's estimate of the fair market value of the Unit, the Unit Owner may request binding arbitration with respect to the value of the Unit (but no other matters). The Arbitration shall be governed by the rules of the American Arbitration Association except that the transferee shall bear all costs of the arbitration including both parties' appraisal fees and attorneys' fees unless the value determined by the arbitration exceeds the Company's estimate of the value by more than 20%.

**11.5. Voluntary Transfers in Compliance With This Article Void.** Any attempted Voluntary Transfer of a Unit, or any part thereof, not in compliance with this Article XI other than in accordance with this Article XI shall be null and void ab initio.

**11.6. Admission of Transferee.** Any sale or gift of a Unit or admission of a Member in compliance with this Article shall be deemed effective as of the last day of the calendar month in which the Remaining Members' consent thereto was given, or, if no such consent was required, then on such date that the donee or successor in interest complies with this Article. The transferring Member agrees upon request of the remaining Members, to execute such certificates or other documents and perform such other acts

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as may be reasonably requested by the remaining Members from time to time in connection with such sale, transfer, assignment, or substitution. The transferring Member hereby indemnifies the Company and the other Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article.

#### ARTICLE VI - Members Rights to Continue Business:

The right, if given, 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:

**Dissolution.** The Company shall be dissolved and its affairs wound up, upon the consent of Members Owning a Majority in Interest.

**Cessation as Manager.** Any Manager shall cease to be a Manager on the Manager's Bankruptcy, death, dissolution, incompetence, Resignation or Removal, but not on the merger or conversion of the Manager. A Manager may Resign at any time by giving written notice to the Members. The Resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such Resignation shall not be necessary to make it effective. All or any lesser number of Managers may be Removed at any time with or without cause by Members Owning a Majority Interest determined without regard to any Units held by the Manager or an Affiliate of the Manager. Any Member who has ceased to be a Manager shall continue to be an Member and such cessation shall not affect the rights of such Member a Member or Unit Owner, as the case may be.

#### ARTICLE VII - Affidavit of Membership and Contributions


The undersigned member or authorized representative of a Member of certifies:

- 1) the above named limited liability Company has at least one member;
- 2) the total amount of cash contributed by the member(s) is
- 3) if any, the agreed value of property other than

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cash contributed by member(s) is \$0  
and  
4) the total amount of cash and property contributed  
and anticipated to be contributed by member(s) is \$50,000.00

THE UNITS DESCRIBED AND REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT" OR ANY APPLICABLE STATE SECURITIES LAWS ("STATE ACTS")) AND ARE RESTRICTED SECURITIES AS THAT TERM IS DEFINED IN RULE 144 UNDER THE ACT. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR QUALIFICATION UNDER THE ACT AND APPLICABLE STATE ACTS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE ACTS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

  
\_\_\_\_\_  
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.)

Eugene H Steele  
Typed or printed name of signee

Filing Fee: \$250.00 for Articles and Affidavit

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

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

1. The name of the limited liability company is: WALL STREET TRADER  
LLC

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

EUGENE H. STEELE  
NAME

4420 North University Drive  
Florida street address (P. O. Box NOT ACCEPTABLE)

LAUDERHILL FL 33351  
CITY, STATE AND ZIP

*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.*

Eugene H. Steele  
SIGNATURE

**Filing Fee: \$ 35 for Designation of Registered Agent**

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