

MCCLANE PROFESSIONAL ASSOCIATION

1221 WEST COLONIAL DRIVE, SUITE 200
ORLANDO, FLORIDA 32804

TELEPHONE
(407) 872-0600
FACSIMILE
(407) 872-1227

August 27, 1999

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

200002976122--6
-09/01/99--01062--009
****337.50 ****337.50

Re: *Registration of Overseas Building Supply, L.C.*

Dear Sir/Madam:

Please accept the enclosed check in the amount of \$337.50 for the filing of Articles of Organization of a new Florida limited liability company by the name of *Overseas Building Supply, L.C.*, designation of Managers and certification of the articles of organization.

The breakdown of the amounts for which the check is written is as follows:

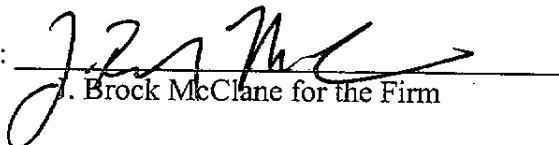
1)	Filing of Articles of Organization	\$250.00
2)	Designation of Managers	\$35.00
3)	Certified Copy of Articles	\$52.50
TOTAL		\$337.50

Thank you for your attention and assistance.

Cordially,

MCCLANE PROFESSIONAL ASSOCIATION

By:


J. Brock McClane for the Firm

c.c. C. H. Ogilvie, Jr.

FILED
SEP 23 1999
TALLAHASSEE, FL
DIVISION OF CORPORATIONS
FLORIDA DEPARTMENT OF STATE



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

September 9, 1999

J. BROCK MCCLANE
MCCLANE PROFESSIONAL ASSOCIATION
1224 W COLONIAL DRIVE SUITE 200
ORLANDO, FL 32804

SUBJECT: OVERSEAS BUILDING SUPPLY, L.C.
Ref. Number: W99000020792

We have received your document for OVERSEAS BUILDING SUPPLY, L.C. and your check(s) totaling \$337.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

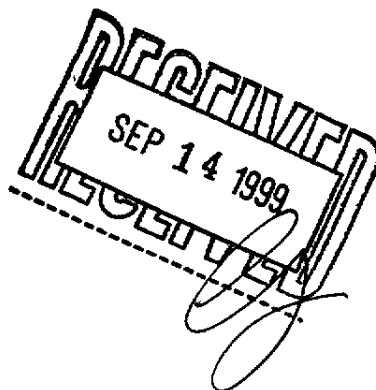
The affidavit must set forth the amount of the cash and a description and the agreed value of property other than cash contributed by the members, and the amount anticipated to be contributed by the members.

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) 487-6043.

Shawn Logan
Document Specialist

Letter Number: 999A00044574



FILED
SEP 23 1999
TALLAHASSEE, FL

Articles of Organization

of

Overseas Building Supply, L.C.

a Limited Liability Company

1. **Name.** The name of the organization is the Overseas Building Supply, L.C. (herein after referred to as "Limited Liability Company").
2. **Period of Duration.** The Limited Liability Company's period of duration shall be thirty (30) years.
3. **Registered Office.** The registered office of the Limited Liability Company, and the address of the Registered Agent, shall be 1221 West Colonial Drive, Suite 200, Orlando, Florida 32804.
4. **Mailing Address.** The mailing address and principal office of the Limited Liability Company shall be 400 North New York Avenue, Suite 103, Winter Park, Florida 32789.
5. **Members.** There shall be six authorized classes of Members of the Limited Liability Company whose rights shall be defined herein. At no time shall there exist a total of more than 33 Members of all Classes combined.
 - (A) **General Members:**
 - (1) **Contributions.** The total amount of initial cash and a description and agreed value of property other than cash contributed in increments of \$500 per General Unit by the initial General Members is:

\$500 cash contributed by C.H. "Chuck" Ogilvie, Jr. (One General Unit)
\$500 cash contributed by Randall L. May (One General Unit)
 - (2) **Voting.** Voting rights, unless otherwise provided herein, inure only to General Members.
 - (B) **Class A Senior Members, Class B Senior Members, Class C Senior Members, Class D Senior Members and Class E Senior Members (collectively, "Senior Members")**
 - (1) **Contributions.** Senior Members of any Class shall contribute in increments of \$50,000 per Senior Unit. Up to twenty (20) Senior Members are authorized for each Class unless otherwise agreed by a majority of the Senior Members of the Class, in which case, the Class may be expanded to

include up to the maximum number of General Members and Senior Members in the Limited Liability Company as provided in this paragraph 5., above.

- (2) **Voting.** Senior Members shall have the right to vote (or otherwise consent in writing) to exceed the maximum number of Senior Members for a given Class and shall have no additional voting rights unless they convert their interest to that of a General Member as otherwise provided herein.
- (3) **Return of Capital.** At the time of a Senior Member's investment, he or she shall receive a description or identification of the cargo associated with the Class ("Class Cargo") and a Unit Certificate indicating the number of Senior Units purchased and the Class of the Units purchased at \$50,000 per Unit. The capital contribution of each Class of Senior Members shall be used for the purchase, or as security for the purchase, of the designated Class Cargo to be imported and resold. Senior Members of each Class shall be entitled to a return of their capital investment plus a ten percent (10%) royalty on their capital contribution within thirty (30) days of the receipt of full and complete payment by the Limited Liability Company for the resale of the Class Cargo. The return of capital described hereunder shall not be made or due in a piecemeal fashion following a partial sale, but rather shall be entirely due on the sale of the Class Cargo in its entirety. For example, on the sale of the entirety of the Class A Cargo, the Class A Senior Members shall be entitled to return of their capital contribution and royalty within thirty (30) days. In exchange for the return of capital and as a prerequisite thereto, all certificates evidencing the Units owned by the Senior Member(s) whose capital is returned shall be endorsed back to the Limited Liability Company, and said Senior Member(s) shall cease to be Senior Members of the Limited Liability Company, or, if the Senior Member happens also to be a General Member or a Senior Member of another Class, said Senior Member(s) shall cease to be Senior Members of only the Class whose capital was returned. Provided, however, that in the event the Class Cargo of any particular Class is not purchased, for any reason, by Limited Liability Company within sixty (60) days of a Senior Member's purchase of a Senior Unit as described herein, Limited Liability Company shall be entitled to purchase back the Senior Member's Unit(s) for the purchase price of \$50,000 per Unit plus the interest, if any, actually earned by Limited Liability Company on the capital.
- (4) **Conversion of Interest.** In the event the Limited Liability Company should fail to return a Senior Member's Capital and royalty in a timely manner, as provided herein, the Senior Member may, on providing written

notice to the Limited Liability Company, convert his or her interest to that of a General Member at a ratio of 100 General Units for each Senior Unit, which shall be the sole and exclusive remedy of that Senior Member.

6. **Additional Members.** The Members of any Class (General Members, Class A Senior Members or other Members as may be authorized hereunder) may authorize the addition of Members to their Class up to the maximum of 33 General and Senior Members combined beyond the limitation of paragraph 5. (b)(I) by majority vote of their entire Member Class.
7. **Death, Retirement, Resignation, Expulsion, Bankruptcy, or Dissolution of a Member.** On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a General Member or the occurrence of any other event which terminates the continued membership of a General Member in the Limited Liability Company, the remaining General Members of the Limited Liability Company shall have the right to continue the Limited Liability Company if, by majority vote, they elect to do so.
8. **Business Purposes.** The purpose for which the Limited Liability Company is organized is to transact all lawful business for which Companies may be organized under the Limited Liability Company Act of Florida.
9. **Powers.** The powers of the Limited Liability Company are to:
 - (A) Sue or be sued, or complain or defend, in its name;
 - (B) Purchase, take, receive, lease, or otherwise acquired, own, hold, improve or use, or otherwise deal in or with real or personal property, of an interest in, real or personal property, whenever situated;
 - (C) Sell, convey, mortgage, pledge, create a security interest in, lease, exchange or transfer, or otherwise dispose of, all of any part of its property or assets;
 - (D) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend or pledge, or otherwise dispose of, or otherwise use or deal in or with:
 - (1) Shares or other interests in or obligations of other foreign or domestic limited liability companies, domestic or foreign corporations, associations, general or limited partnerships, or individuals; or
 - (2) Direct or indirect obligations of the United States or any other

FILED
SEP 23 11 06 AM
CLERK OF DISTRICT COURT
NINTH JUDICIAL CIRCUIT
MIAMI, FLORIDA

government, state, territory, governmental district, or municipality or of any instrumentality thereof;

- (E) Make contracts or guarantees or incur liabilities; borrow money at such rates of interest as the Limited Liability Company may determine; issues its notes, bonds, or other obligations; or secure any of its obligations by mortgage of pledge of all or any part of its property, franchises, and income;
- (F) Lend money for any lawful purpose, invest or reinvest its funds, or take and hold real or personal property as security for the payment of funds so loaned or invested;
- (G) Conduct its business, carry on its operations and have offices, and exercise the powers granted by the Florida Limited Liability Company Act within or without this state;
- (H) Elect or appoint Managers and agents of the Limited Liability Company, define their duties, and fix their compensation;
- (I) Make and alter its Regulations, not inconsistent with its articles of organization or with the laws of Florida, for the administration and regulation of the affairs of the Limited Liability Company.
- (J) Make donations to the public welfare or for charitable, scientific or educational purposes;
- (K) Indemnify a General Member or Manager in connection with the defense of an action, suit or proceeding, whether civil or criminal, in which the Member or Manager is made party;
- (L) Cease its activities and surrender its certificate of organization;
- (M) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Limited Liability Company is organized;
- (N) Transact any lawful business which the General Members or the Managers find to be in aid of governmental policy;
- (O) Pay pensions and establish pension plans, profit-sharing plans and other incentive plans for any or all of its Managers and employees;
- (P) Be a promoter, incorporator, general partner, limited partner, member,

associate or manager or any corporation, partnership, limited partnership, limited liability company, joint venture, trust or other enterprise; and

- (Q) Have and exercise all powers necessary or convenient to effect its purposes.

10. Managers.

- (A) The Limited Liability Company's business and affairs shall be vested in a Manager or Managers. The names and address(es) of such Managers who are to serve as Managers until the first annual meeting of General Members or until their successors are elected and qualify are:

C.H. Ogilvie, Jr.
400 N. New York Avenue
Suite 103
Winter Park, Florida 32789

Randall L. May
245 Challenger
Cape Canaveral, Florida 32920

- (B) Each Manager shall meet the following qualifications:

- (1) Have attained the age of 18.

- (C) At the first annual meeting of General Members and at each annual meeting thereafter, the General Members shall elect Managers to hold office until the next succeeding annual meeting, except if there has been a classification of Managers. Each Manager shall hold office for the term for which he is elected and until his successor has been elected and qualified.

- (D) Any vacancies occurring in the group of Managers shall be filled by written agreement of a majority of the remaining Managers. A Manager chosen to fill a vacancy shall serve the unexpired term of his predecessor in office. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by written agreement of a majority of the Managers then in office or be election at an annual meeting or at a special meeting of Members called for that purpose. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor has been elected and qualified.

- (E) At a meeting called expressly for the purpose, all Managers or lesser number may be removed, with or without cause, in the manner provided in the Regulations. If the Regulations do not provide for the removal of managers with or without cause, then all Managers or any lesser number may be

removed with or without cause by a vote of the majority of the General Members then entitled to vote at an election of Managers.

(F) The Limited Liability Company shall indemnify against liability incurred in any proceeding an individual made a party to the proceeding because he is or was a Manager if: (i) He conducted himself in good faith; (ii) He reasonably believed: (a) In the case of conduct in his official capacity, that his conduct was in the Limited Liability Company's best interests; or (b) In all other cases, that his conduct was at least not opposed to the Limited Liability Company's best interests; or (b) In all other cases, that his conduct was at least not opposed to the Limited Liability Company's best interests; and (iii) In the case of any criminal proceeding, he had no reasonable cause to believe that his conduct was unlawful.

- (1) The Limited Liability Company shall indemnify a Manager of the Limited Liability Company who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him in connection with the proceeding.
- (2) A Manager who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction.
- (3) The Limited Liability Company shall pay for or reimburse the reasonable expenses incurred by a Manager who is a party to a proceeding in advance of the final disposition of the proceeding if: (i) the Manager furnishes the Limited Liability Company a written affirmation of his good-faith belief that he has met the standard of conduct required; (ii) the Manager furnishes the company a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification.
- (4) Any indemnification of or advance of expenses to a Manager in accordance with this section, if arising out of a proceeding by or on behalf of the Limited Liability Company, shall be reported in writing to the Members with or before the notice of the next Members' meeting.

FILED

SEP 23 AM 9:45

RECEIVED

-
11. **Debt.** No debt shall be contracted nor liability incurred by or on behalf of the Limited Liability Company, except by two or more of its Managers.
12. **Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property.** Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Limited Liability Company shall be valid and binding upon the Limited Liability Company, if they are executed by two or more of its Managers.
13. **Meetings of General Members.**
- (A) Meetings of General Members may be held at such place, either within or without this state, as may be stated in or fixed in accordance with the Regulations. If no other place is stated or so fixed, all meetings shall be held at the registered office of the Limited Liability Company. Class A Senior Members, Class B Senior Members, Class C Senior Members, Class D Senior Members and Class E Senior Members shall not be required to attend annual meetings.
 - (B) An annual meeting of the General Members shall be held at such time as may be stated or fixed in accordance with the Regulations. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Limited Liability Company.
 - (C) Special meetings of the General Members may be called by any Manager or managers, by not less than one-tenth of all the General Members entitled to vote at the meeting, or by such other persons may be provided in the Regulations.
 - (D) Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose of which the meeting is called shall be delivered not less than ten days nor more than fifty days before the date of the meeting, either personally or by certified U.S. mail, return receipt requested, by or at the direction of any Manager or person calling the meeting to each General Member of record entitled to vote at such meeting.
 - (1) Notice to General Members, if mailed, shall be deemed delivered to any General Member when deposited in the United States mail, addressed to the General Member, with postage prepaid, but, if three successive letters mailed to the last-known address of any General Member are returned as undeliverable, no further notices to such General Member shall be necessary until another address for such

General Member is made known to the Limited Liability Company.

- (2) When a meeting is adjourned to another time or place, unless the Regulations otherwise require, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Limited Liability Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting.
- (E) When any notice is require to be given to any Member of the Limited Liability Company under the provisions of this Article or the Regulations of the Limited Liability Company, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
- (F) By attending a meeting, a Member:
 - (1) Waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting;
 - (2) Waives objection to consideration at such meeting of a particular matter not within the purpose of purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

14. Voting.

- (A) Subject to the provisions of this Article which require majority or unanimous consent, vote, or agreement of the General Members, the Regulations may grant to all or a specified group of the General Members the right to consent, vote, or agree, on a per capita or other basis, upon any matter.
- (B) Unless the Regulations provide otherwise, any General Member may vote in person or by proxy.
- (C) Unless otherwise provided in the Regulations, a majority of the General Members entitled to vote shall constitute a quorum at the meeting of General Members. If a quorum is present, the affirmative vote of the majority of the

General Members represented at the meeting and entitled to vote on the subject matter shall be the act of the General Members, unless the vote of a greater proportion or number or voting by classes is required by this Article, the Articles of Organization, or the Regulations. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty days at any one adjournment.

15. Action by General Members Without a Meeting.

- (A) Unless the Regulations provide otherwise, action required or permitted by this Article to be taken at a Members' meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote. Action taken under this subsection (1) is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.
- (B) Written consent of the Members entitled to vote has the same force and effect as a unanimous vote of such Members and may be stated as such in any document.

16. Distributions of Capital.

- (A) A General Member shall not receive out of Limited Liability Company property any part of his or her contribution to capital until:
 - (1) All liabilities of the Limited Liability Company, except liabilities to General Members on account of their contributions to capital, have been paid or sufficient property of the company remains to pay them.
 - (2) The consent of all General Members is had, unless the return of the contribution to capital may be rightfully demanded as provided in this Article.
- (B) Subject to the provisions of the subsection (A), a General Member may rightfully demand the return of his or its contribution:
 - (1) On the dissolution of the Limited Liability Company;
 - (2) When the date an event specified in the Articles of Organization for the return of the contribution has arrived; or
 - (3) After the General Member has given all other General and Senior

Members of the Limited Liability Company two months prior notice in writing.

- (C) Unless he or she has the consent of all General Members of the Limited Liability Company, a General or Senior Member, irrespective of the nature of his or her contribution, has only the right to demand and receive cash in return for his or her contribution to capital.
- (D) A General Member of a Limited Liability Company may have the Company dissolved and its affairs wound up when:
- (1) The General Member rightfully but unsuccessfully has demanded the return of his or her contribution; or
 - (2) The other liabilities of the Limited Liability Company have not been paid or the Limited Liability Company property is insufficient for their payment, and the General Member otherwise would be entitled to the return of his or her contribution.
- (E) A General Member shall not receive out of Limited Liability Company property any part of his or her contribution to capital until:
- (1) All liabilities of the Limited Liability Company, except liabilities to General Members on account of their contributions to capital, have been paid or sufficient property of the Limited Liability Company remains to pay them.
 - (2) The consent of all General Members is had, unless the return of the contribution to capital may be rightfully demanded as provided in these Articles.
 - (3) The Articles of Organization are canceled or so amended as to set out the withdrawal reduction.
- (F) Subject to the provisions of subsection (E), a General Member may rightfully demand the return of his or her contribution:
- (1) On the dissolution of the Limited Liability Company;
 - (2) After the General Member has given all other General Members of the Limited Liability Company, 6 months prior notice in writing, if no time is specified in the Articles of Organization for the dissolution

99 SEP 23 6:11 PM
FILED

of the Limited Liability Company.

- (G) In the absence of the consent of all General Members of the Limited Liability Company, a General Member, irrespective of the nature of his or its contribution, has only the right to demand and receive cash in return for his or her contribution to capital.
- (H) A General Member of the Limited Liability Company may have the Limited Liability Company dissolved and its affairs wound up when:
 - (1) The Member rightfully but unsuccessfully has demanded the return of his or her contribution; or
 - (2) The other liabilities of the Limited Liability Company have not been paid of the Limited Liability Company property is insufficient for their payment, and the General Member otherwise would be entitled to the return of his or her contribution.

17. Liability.

- (A) A General Member of a Limited Liability Company is liable to the Company:
 - (1) For the difference between the amount of the General Member's contributions to capital which have been actually made and the amount which is stated in the Articles of Organization or other contract as having been made; and
 - (2) For any unpaid contribution to capital which the General Member, in the Articles of Organization or other contract, agreed to make in the future at the time and on the conditions stated in the Articles of Organization or other contract.
- (B) A General Member holds as Trustee for the Limited Liability Company:
 - (1) Specific property which is stated in the Articles of Organization or other contract as having been contributed by such General Member, but which property was not contributed or which property has been wrongfully or erroneously returned; and
 - (2) Money or other property wrongfully paid or conveyed to such General Member on account of the General Member's contribution.

- (C) The liabilities of a General Member as set out in this section may be waived or compromised only by the consent of all General Members, but a waiver or compromise shall not affect the right of a creditor of the Limited Liability Company who extended credit or whose claim arose after the filing and before a cancellation or amendment of the Articles of Organization or other contract to enforce such liabilities.

18. No Liability Under Judgment, Decree or Order for Debts of the Limited Liability Company. Neither the Members of a Limited Liability Company nor the Managers or Officers of a Limited Liability Company shall be liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Limited Liability Company.

19. Dissolution.

- (A) A Limited Liability Company organized under the Limited Liability Company Act shall be dissolved upon the occurrence of any of the following events:

- (1) When the period fixed for the duration of the Limited Liability Company expires;
- (2) By the unanimous written agreement of all General Members; or
- (3) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a General Member or upon the occurrence of any other event which terminates the continued membership of a General Member in the Limited Liability Company, unless the business of the Limited Liability Company is continued by the consent of all the remaining General Members or under a right to continue stated in the Articles of Organization of the Limited Liability Company.

- (B) As soon as possible following the occurrence of any of the events specified in subsection (A) which effects the dissolution of the Limited Liability Company, the Limited Liability Company shall execute a statement of intent to dissolve in the form prescribed by the Secretary of State.

20. Priority of Distributions Upon Dissolution.

- (A) In settling accounts after dissolution, the liabilities of the Limited Liability Company shall be entitled to payment in the following order of priority:

- (1) Those liabilities to creditors, in the order of priority as provided by law, except those liabilities to General Members of the Limited Liability Company on account of their contributions; and
 - (2) Those liabilities to Members of the Limited Liability Company in respect of their shares of the profits and other compensation by way of income on their contributions; and
 - (3) Those liabilities to General Members of the Limited Liability Company in respect of their contributions to capital.
- (B) Subject to any statement in the Regulations, General Members shall share in the Limited Liability Company assets in respect to their claims for capital and in respect to their claims for profits or for compensation by way of income on their contributions, respectively, in proportion to the respective amounts of the claims.

21. Transferability of Member's Interest.

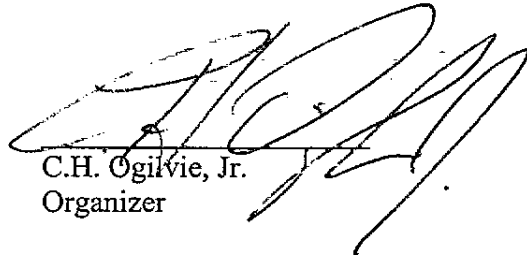
- (A) An interest of a General or Senior Member in a Limited Liability Company may be transferred or assigned.
- (B) However, if all of the other General Members of the Limited Liability Company, or, in the case of a Senior Member, the other Senior Members within the same Class, other than the General or Senior Member proposing to dispose of his or its interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the interest of the proposing General or Senior Member shall have no right to participate in the management of the business and affairs of the Limited Liability Company or to become a Member.
- (C) The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that Member otherwise would be entitled.

FILED


99 SEP 23 AM 8:47

SECRETARY
TALLAHASSEE, FLORIDA

State of Florida:
County of Orange:


C.H. Ogilvie, Jr.
Organizer

Sworn to and subscribed before me this 27 day of August 1999, by C.H. Ogilvie, Jr., ☒ who is personally known to me or ☐ who has produced _____ as identification and who did take an oath.


NOTARY PUBLIC
Print Name: _____

My commission expires: _____



WENDY J. BRIDEGROOM
My Comm Exp. 12/18/99
Bonded By Service Ins
No. CC519220
☒ Personally Known ☐ Other I.D.

FILED

09 SEP 23 AM 0:17

RECEIVED
TALLAHASSEE, FLORIDA

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the appointment to serve as the Initial Registered agent of Overseas Building Supply, L.C.


J. BROCK MCCLANE

FILED

99 SEP 23 AM 8:47

CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

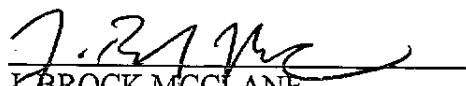
STATE OF FLORIDA:
COUNTY OF ORANGE:

Affidavit of J. Brock McClane

Before me, the undersigned authority, personally appeared J. Brock McClane, who after being first duly sworn, deposes and says:

1. I am over age eighteen and make this affidavit of my own personal knowledge. All facts stated herein are known to me to be true.
2. I am the registered agent of Overseas Building Supply, L.C., an entity to be registered as a Florida limited liability company.
3. From the moment of its registration, Overseas Building Supply, L.C. has and will have more than one member.
4. The actual initial cash contributions of the two initial members are \$500 each for C. H. Ogilvie, Jr. and Randall L. May.
5. There is no property other than the referenced cash contribution that has been contributed to Overseas Building Supply, L.C.
6. At this time the two members referenced above anticipate that there will be additional property other than the referenced cash contribution contributed to the Overseas Building Supply, L.C. by Class A-E Senior Members who have yet to be identified in a subsequent affidavit pursuant to Section 608.412, Florida Statutes, but are anticipated to acquire an as yet undetermined but limited number of units at \$50,000 each. Class A-E Senior Members shall have limited voting rights as provided in the Articles of Organization.

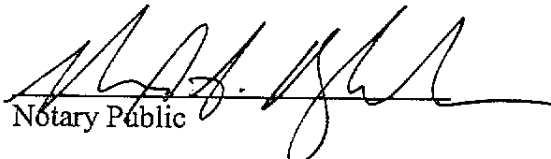
FURTHER SAITH AFFIANT NAUGHT.


J. BROCK MCCLANE
Initial Registered Agent of
Overseas Building Supply, L.C.

Sign, subscribed and sworn to before me this 31st of August 1999, by J. Brock McClane who ☒ is personally known to me or ☐ presented _____ as identification and who did/did not take an oath.

(SEAL)

NOTARY PUBLIC - STATE OF FLORIDA
RICHARD S. WRIGHT
COMMISSION # CC837693
EXPIRES 7/11/2003
BONDED THRU ASA 1-888-NOTARY1


Notary Public

E:\C\NOCO_INV\JBM.AFF

FILED
99 SEP 23 AM 9:47
TALLAHASSEE, FLORIDA

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:

ARTICLE VII - Affidavit of Membership and Contributions

The undersigned member or authorized representative of a member of Overseas Building Supply, L.C. 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 \$ 1000.00;
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ - 0 -;
(A description of the property is attached and made a part hereto.); and
- 4) the total amount of cash and property contributed and anticipated to be contributed by member(s) is \$ 500,000.

J. Brock McClane
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.)

J. Brock McClane Attorney
Typed or printed name of signer

State of Florida:
County of Orange:

Signed and sworn to before me this 14th day of September 1999
by J Brock McClane who [x] is personally known to me and did take an oath.

Filing Fee \$250.00 for Articles and Affidavit

Richard S. Wright
Notary

NOTARY PUBLIC - STATE OF FLORIDA
RICHARD S WRIGHT
COMMISSION # CC837693
EXPIRES 7/11/2003
BONDED THRU ASA 1-888-NOTARY1

FILED
SEP 23 AM 8:47
CLERK OF CIRCUIT COURT
JACKSONVILLE, FLORIDA