

LA9000005984

**CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

The Palm Group, LLC

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Name	MJH
Availability	
Document Examiner	
Updater	
Updater Verifier	
Acknowledgement	
W. P. Verifier	

W9921837

Signature

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

Art of Inc. File \_\_\_\_\_  
LTD Partnership File \_\_\_\_\_  
Foreign Corp. File \_\_\_\_\_  
✓ L.C. File \_\_\_\_\_  
Fictitious Name File \_\_\_\_\_  
Trade/Service Mark \_\_\_\_\_  
Merger File \_\_\_\_\_  
Art. of Amend. File \_\_\_\_\_  
RA Resignation \_\_\_\_\_  
Dissolution / Withdrawal \_\_\_\_\_  
Annual Report / Reinstatement \_\_\_\_\_  
✓ Cert. Copy \_\_\_\_\_  
Photo Copy \_\_\_\_\_  
Certificate of Good Standing \_\_\_\_\_  
Certificate of Status \_\_\_\_\_  
Certificate of Fictitious Name \_\_\_\_\_  
Corp Record Search \_\_\_\_\_  
Officer Search \_\_\_\_\_  
Fictitious Search \_\_\_\_\_  
Fictitious Owner Search \_\_\_\_\_  
Vehicle Search \_\_\_\_\_  
Driving Record \_\_\_\_\_  
UCC 1 or 3 File \_\_\_\_\_  
UCC 11 Search \_\_\_\_\_  
UCC 11 Retrieval \_\_\_\_\_  
Courier \_\_\_\_\_

99 SEP 23 AM 11:55

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DIVISION OF CORPORATIONS

99 SEP 22 AM 10:08

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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

September 22, 1999

CAPITAL CONNECTION, INC.

SUBJECT: THE PALM GROUP, LLC  
Ref. Number: W99000021837

We have received your document for THE PALM GROUP, LLC 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 name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Simply adding "of Florida" or "Florida" to the end of a name is not acceptable. Please select a new name and make the correction in all appropriate places. One or more words may be added to make the name distinguishable from the one presently on file.

The Affidavit states that the agreed value of property contributed is \$0, however, you include an attachment with the description of property. Please give an agreed value other than \$0.,

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: 399A00046405

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SEP 23 AM 9:55

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

Corrected

ARTICLES OF ORGANIZATION

OF

~~The Lakeland Palm Group, LLC~~

The undersigned, desiring to form a limited liability company pursuant to Chapter 608 of the Florida Statutes, executes these Articles of Organization.

ARTICLE I.

The name of the liability company shall be ~~The Lakeland Palm Group, LLC~~

ARTICLE II.

The period of duration of the limited liability company shall expire on December 31, 2050.

ARTICLE III.

The mailing address and street address of the limited liability company is 1905 South Florida Avenue, Lakeland, Florida 33803.

ARTICLE IV.

The name and street address of the initial registered agent of the limited liability company is Charles P. Chritton, c/o Wendel, Chritton, Parks & DeBari, Chartered, 5300 South Florida Avenue, Lakeland, Florida 33813.

ARTICLE V.

The members may admit additional members with the written consent of each member.

ARTICLE VI.

The remaining members of the limited liability company have the right 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 of the limited liability company.

ARTICLE VII.

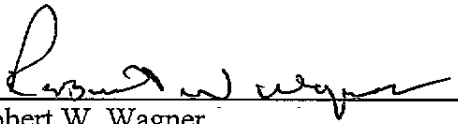
The management of the limited liability company is reserved to the members, and the names and addresses of the members are as follows:

1. Robert W. Wagner, 5806 Lake Breeze Avenue, Lakeland, Florida, 33809.

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DIVISION OF CORPORATIONS  
99 SEP 23 AM 11:55

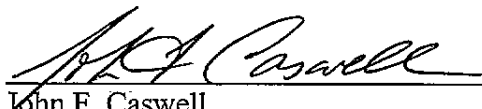
2. SGJ Aviation, Inc., 1905 South Florida Avenue, Lakeland, Florida 33803.
3. John F. Caswell, 510 Goldenrod Court, Lakeland, Florida 33813.

IN TESTIMONY WHEREOF, the undersigned has executed these Articles of Organization this 21<sup>st</sup> day of September, A.D. 1999.

  
Robert W. Wagner

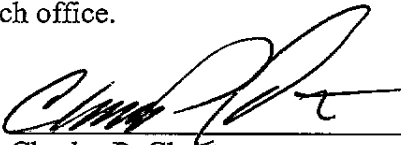
SGJ Aviation, Inc.

  
by: R. Guerry Jones, President

  
John F. Caswell

**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

I, Charles P. Chritton, having been designated to serve as Registered Agent for ~~The Lakeland Palm Group, LLC~~ do hereby accept such office and agree to conduct myself therein according to law. I am familiar with, and accept, the obligations of such office.

  
Charles P. Chritton

**AFFIDAVIT PURSUANT TO SECTION 608.407(2), F.S.**

STATE OF FLORIDA  
COUNTY OF POLK

I, R. Guerry Jones, of 1905 South Florida Avenue, Florida 33803, first having been duly sworn, do depose and say:

1. I am the president of SGJ Aviation, Inc., a member of The Lakeland Palm Group, LLC, a Florida limited liability company, and I make this affidavit pursuant to Section 608.407(2), Florida Statutes, of my own personal knowledge.

2. The limited liability company has at least one member.

3. The following is the amount of cash and a description and agreed value of property other than cash contributed by the members and the amount anticipated to be contributed by the members:

Cash:	\$1,000.00
Property Other Than Cash	Agreed Value -0-

FURTHER YOUR AFFLIANT SAYS NOT.

R. Guerry Jones  
R. Guerry Jones

SWORN TO, SUBSCRIBED, and ACKNOWLEDGED before me this 21<sup>st</sup> day of September, A.D. 1999.



Kathleen M. Kent  
KATHLEEN M. KENT  
Notary Public  
State of Florida  
My commission expires:

REGULATIONS  
OF  
The Lakeland Palm Group, LLC

1. **Identification.** These Regulations of The Lakeland Palm Group, LLC a Florida limited liability company, dated September 21, 1999, are entered into by and between Robert W. Wagner, SGJ Aviation, Inc., a Florida corporation, and John F. Caswell. The parties to these Regulations are collectively referred to as "members" and individually as "member."

2. **Formation.** By these Regulations, the members join together to form a limited liability company pursuant to Chapter 608, Florida Statutes, and the terms of these Regulations.

3. **Name.** The name of the limited liability company is The Lakeland Palm Group, LLC.

4. **Place of Business.** The principal place of business of the limited liability company is 1905 South Florida Avenue, Lakeland, Florida 33803, or at such other place as the members may determine.

5. **Purpose.** The purpose of the limited liability company is to acquire, own, operate, finance, refinance, and hold those certain properties described on **Exhibit B** and any other property the limited liability company may acquire, for long term investment, and to conduct any other activities related or incidental to the ownership, management, lease, sale, financing, refinancing, or other transfer of all or any portion of the property of the limited liability company.

6. **Term.** The term of the limited liability company shall begin on the date of filing of the limited liability company's Articles of Organization in the office of the Secretary of State of the State of Florida. The term of the limited liability company shall end on December 31, 2050, unless sooner terminated pursuant to Paragraph 17 of these Regulations.

7. **Limited Liability Company Property.** All property originally contributed to the limited liability company or subsequently acquired by the limited liability company by purchase or otherwise is limited liability company property. Property acquired with limited liability company funds is limited liability company property. Instruments providing for the acquisition, mortgage, or disposition of property of the limited liability company shall be valid and binding upon the company, if they are executed by one or more members of the limited liability company.

8. **Management and Control.** The management of the limited liability company shall be vested in its members in proportion to their contributions to the capital of the limited liability company, as adjusted from time to time to properly reflect any additional contributions or withdrawals by the members.

9. **Limitation on Members' Obligations.**

A. A member is not required to devote full time to the affairs of the limited liability company. A member may become involved in other businesses and occupations and other entities. Each member shall devote to the business of the limited liability company the amount of time reasonably necessary to manage the business and affairs of the limited liability company and to perform the duties of a member.

B. A member shall have no obligation to present any investment opportunity to the limited liability company, even if the opportunity is of a character consistent with the purpose of the limited liability company and which, if presented to the limited liability company, could be taken by the limited liability company. Each member shall have the right to take for the member's own account or to recommend to others any investment opportunity. The members shall have no duties or obligations to one another except those expressly stated in these Regulations or established by law.

10. **Indemnification of the Members.** The limited liability company, and its successors and assigns, shall indemnify, hold harmless, and pay all judgments and claims against each member, his or her agents, attorneys, and assigns, arising from or in connection with any liability, loss, or damage incurred by any or all of them by reason of any act performed or omitted to be performed with respect to the business of the limited liability company, including costs and attorneys' fees (whether incurred at trial or in connection with any review by appeal or certiorari) and any amounts expended in the settlement of any such claims, unless the loss, liability, or damage was caused by the gross negligence, fraud, or willful misconduct of the indemnified person.

11. **Capital Contributions and Accounts.**

A. The names, addresses, and percentage interests in limited liability company capital, profits, losses, and distributions ("Member Percentage") of the members are set forth on the schedule attached hereto as **Exhibit A** (the "Schedule"). Effective as of the date hereof, each member shall contribute as invested capital the amount shown opposite the member's name on the Schedule.

B. No member shall be obligated to make any additional contributions to the limited liability company. The members anticipate that the capital on the Schedule, any financing to be obtained by the limited liability company, and the cash proceeds derived from the operation of the limited liability company's property will be sufficient to operate the property, pay the limited liability company's liabilities, and implement the limited liability company's business plan. If, however, the members determine, in their sole discretion, that additional capital is necessary, they may, from time to time, cause the limited liability company to borrow all or a portion of the necessary amount, or, by written notice, call for additional contributions to be made by all members. Each member may contribute his share of the additional contributions called for (in accordance with his Member Percentage) in cash on or before the due date specified in the written notice, which due

date shall be no less than thirty (30) days from the date of this written notice. However, if a member ("Non-Contributing Member") fails or refuses to make his share of the additional contribution called for on or before the due date specified in the written notice, the members, in their sole discretion, may do any or all of the following on ten (10) days' prior written notice to the Non-Contributing Member:

(1) Accept all or a portion of the Non-Contributing Member's unpaid share of the additional contribution from any or all of the other members, or admit additional members to make capital contributions equal to all or a portion of the Non-Contributing Member's unpaid share of the additional contributions and the Member Percentages and interests of the Non-Contributing Member and the contributing member(s) shall be adjusted to the ratio of their aggregate capital contributions over the life of the limited liability company; or

(2) Cause the limited liability company to borrow an amount equal to all or a portion of the Non-Contributing Partner's unpaid share of the additional contributions, and the amount so borrowed and all expenses incurred by the limited liability company in connection with such borrowing (including, without limitation, interest, loan charges, and attorneys' fees) shall be paid out of the first distributions by the limited liability company which otherwise would have been made to the Non-Contributing Member.

C. Any member may lend additional funds to the limited liability company at prevailing market rates.

D. Each member shall have a capital account equal to that member's capital contributions, plus allocations of net income, and less distributions and allocations of net loss in accordance with Treasury Regulations § 1.704-1(b).

E. If anyone is admitted as a new member to the limited liability company, the members agree to make appropriate revisions to these Regulations, including revisions to the terms governing capital contributions and allocations, as may be appropriate. Each member agrees to have his interest diluted in equal proportion to the dilution of interests of all other members at such time as a new member is admitted to the limited liability company. The admission of a new member shall not effect a dissolution or termination of the limited liability company.

F. Except as otherwise specifically set forth in these Regulations, no member shall:

(1) Receive any interest on his capital contribution or on the balance in his capital account;

(2) Have the right to demand or receive property other than cash in return for his capital contribution or as distributions;



(3) Be compelled to accept a distribution or any asset in kind from the limited liability company in lieu of a proportionate distribution of cash being made to other members; or

(4) Have priority over any other member with respect to a return of capital contributions or allocations or distributions.

12. **Compensation of the Members.** Each member shall receive reasonable compensation in recognition of his services hereunder. The limited liability company may contract with entities affiliated with the members for services at prevailing market rates. The members shall receive reimbursement for all reasonable expenses incurred on behalf of the limited liability company.

13. **Distributions and Allocations.**

A. All distributions of cash or property (after payment of liabilities, including loans from members), and all allocations of income and loss (including nonrecourse deductions as defined in Treasury Regulations § 1.704-2(b)) shall be made to the members pro rata in accordance with their respective Member Percentages as set forth in the Schedule, except as set forth in the following paragraphs. Notwithstanding the foregoing, if the limited liability company borrows any amount under Paragraph 11(B)(2), interest, costs, and other expenses related to such loan shall be allocated solely to the Non-Contributing Member whose additional contribution was funded by such loan. The members, in their sole and absolute discretion, exercised, however, with regard to their fiduciary duties to the limited liability company and the members, may determine to distribute cash or retain cash for reserves and future investments. In the event of the disposition of any limited liability company property, the members shall have the discretion to engage in a like-kind exchange qualifying under Section 1031 of the Internal Revenue Code.

B. If any member is allocated a loss in excess of the maximum permissible loss under Treasury Regulations § 1.704-1(b)(2)(ii)(d) ("Excess Losses"), and thereby incurs an Adjusted Capital Account Deficit (as hereinafter defined), profits in any subsequent year shall be allocated first to the members to whom Excess Losses have been allocated to offset all Excess Losses previously allocated to such members. To the extent any allocation of Excess Losses is offset pursuant to this provision, such Excess Losses shall be disregarded in computing subsequent allocations pursuant to this Paragraph 13.

C. "Adjusted Capital Account Deficit" means, with respect to any member, the deficit balance, if any, in such member's capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(1) Credit to such capital account any amounts which such member is obligated to restore pursuant to these Regulations or is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulations § 1.704-1(b)(4)(iv)(f); and

(2) Debit to such capital account the items described in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

D. If there is a net decrease in "partnership minimum gain," as determined under Treasury Regulations § 1.704-2(f) during any limited liability company taxable year, all members will be allocated, before any other allocation is made of profits and losses under these Regulations for such taxable year, items of profits for such year and, if necessary, subsequent years, equal to the member's share of the next decrease in partnership minimum gain as defined in Treasury Regulations § 1.704-2(g)(2). For the purposes of this Paragraph 13(D), the partnership minimum gain so allocated shall consist of partnership items as required by Treasury Regulations § 1.704-2(f)(6).

E. "Partner nonrecourse deductions" (as determined under Treasury Regulations § 1.704-2(i)(2)) shall be applied in the following manner:

(1) Partner nonrecourse deductions for any fiscal year shall, notwithstanding any other provision of this Paragraph 13, be allocated to the member or members who bear the economic risk of loss for the "Partner nonrecourse debt" (as defined in Treasury Regulations § 1.704-2(b)(4)) to which the Partner nonrecourse deductions are attributable under Treasury Regulations § 1.704-2(i). If more than one member bears the economic risk of loss for a Partner nonrecourse debt, any Partner nonrecourse deduction attributable thereto shall be allocated to the members in accordance with the ratios in which they share such risk of loss.

(2) If there is a net decrease in the minimum gain attributable to a Partner nonrecourse debt of the limited liability company during a taxable year, as defined in Treasury Regulations § 1.704-2(i), then each member with a share of minimum gain attributable to Partner nonrecourse debt at the beginning of such taxable year shall be allocated income and gain for the taxable year (and, if necessary, subsequent years) in an amount equal to the member's share of the net decrease in minimum gain attributable to such Partner nonrecourse debt.

F. After the application of the preceding Paragraphs 13(D) and 12(E), and if any members unexpectedly receive any adjustments, allocations, or distributions described in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of limited liability company profits shall be specially allocated to such members in an amount and manner sufficient to eliminate the deficit balance in their capital accounts (excluding from deficit balance amounts members are obligated to restore under these Regulations) created by such adjustments, allocations, or distributions as quickly as possible and in a manner which complies with Treasury Regulations § 1.704-1(b)(2)(ii)(d).

G. Any special allocations of items of limited liability company profits pursuant to the preceding Paragraphs 13(D), 13(E), and 13(F) shall be taken into account in computing subsequent allocations of profits and losses pursuant to this Paragraph 13, so that the net amount of any item so allocated and the profits, losses, and all other items allocated to each member pursuant to this Paragraph 13 shall, to the extent possible, be equal to the net amount that would have been allocated to each such member pursuant to the provisions of this Paragraph 13 if the preceding Paragraphs 13(D), 13(E), and 13(F) had not applied.

14. **Accounting: Books and Records.** The fiscal year of the limited liability company shall be the calendar year. The limited liability company books and records shall be kept using the method of accounting selected by the members. The members shall keep at the principal office of the limited liability company all of the books and records required by Section 608.4101, Florida Statutes.

15. **Transfer of Interests.**

A. A member's interest in the limited liability company is not assignable in whole or in part unless a majority of the nonassigning members consent to the assignment. An assignment of a member's interest in the limited liability company does not dissolve the limited liability company or entitle the assignee to become or to exercise any rights or powers of a member. An assignment entitles the assignee to share in the profits and losses of the limited liability company, to receive such distribution or distributions, allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled, to the extent assigned. A member ceases to be a member and ceases to have the power to exercise any rights or powers of a member upon assignment of his entire interest in the limited liability company.

B. A member's interest in the limited liability company shall be evidenced by a certificate of limited liability company interest issued by the limited liability company.

C. An assignee of an interest in the limited liability company may become a member only if all other members consent. An assignee who has become a member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a member under the articles of organization, these Regulations, and the law.

D. If a member who is an individual dies or if a court of competent jurisdiction adjudges a member who is an individual to be incompetent to manage his person or property, the member's executor, administrator, personal representative, guardian, conservator, or other legal representative may exercise all the member's rights for the purpose of settling the member's estate or administering the member's property, including any power the member had to give an assignee the right to become a member. If a member is a corporation, limited liability company, trust, or other entity and is dissolved or terminated, the powers of that member may be exercised by its legal representative or successor.

16. **Rights and Obligations of Members.**

A. Meetings of the limited liability company may be called by any member. Meetings shall be held at the principal office of the limited liability company or at such other place as a majority of the members shall select. Meeting shall be conducted in accordance with rules and regulations adopted by the members that are consistent with law, the Articles of Organization, and these Regulations.

B. All members of the limited liability company shall be entitled to vote on matters relating to the limited liability company. Each member's vote shall be weighted in proportion to the member's relative capital account; however, if the capital account of each member is negative or zero, each member shall have one vote.

C. No person may be admitted as a member unless each member consents in writing to the admission of the additional member.

D. No debt shall be contracted nor contractual liability incurred by or on behalf of the limited liability company except by one of its members.

E. A member may withdraw from the limited liability company upon not less than six (6) months' prior written notice to each nonwithdrawing member at the nonwithdrawing member's address as set forth in the records required to be kept under Section 608.4101, Florida Statutes. Upon withdrawal, a withdrawing member is entitled to receive any distribution to which he is entitled under the articles of organization or these Regulations, and he is entitled to receive, within a reasonable time after withdrawal, the balance of his capital account; provided, however, that a member may not receive a distribution from the limited liability company to the extent that, after giving effect to the distribution, all liabilities of the limited liability company, other than liabilities to members on account of their ownership interests in the limited liability company, exceed the value of the limited liability company's assets. If a member receives the return of any part of his contribution without violation of the articles of organization, these Regulations, or Chapter 608 of the Florida Statutes, he is liable to the limited liability company for a period of one (1) year thereafter for the amount of the returned contribution, but only to the extent necessary to discharge the limited liability company's liabilities to creditors who extended credit to the limited liability company during the period the contribution was held by the limited liability company. If a member receives the return of any part of his contribution in violation of the articles of organization, these Regulations, or Chapter 608 of the Florida Statutes, he is liable to the limited liability company for a period of six (6) years thereafter for the amount of the contribution wrongfully returned. A member receives a return of his contribution to the extent that a distribution to the member reduces his share of the fair value of the next assets of the limited liability company below the value, as set forth in the records that the limited liability company is required to keep pursuant to Section 608.4101, Florida Statutes, of the member's contribution which has not been distributed to him.

F. The interest of a member in the limited liability company is personal property.

17. **Dissolution.**

A. The limited liability company 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 members.

(3) Upon the death, bankruptcy, or dissolution of a member or upon the occurrence of any other event which terminates the continued membership of a member in the limited liability company, unless the business of the limited liability company is continued by the consent of all the remaining members of the limited liability company or under a right to continue stated in the articles of organization of the limited liability company.

B. In settling accounts after dissolution of the limited liability company, the assets of the limited liability company must be distributed in the following order:

(1) To creditors, including members who are creditors, to the extent permitted by law in satisfaction of liabilities of the limited liability company, whether by payment or the establishment of reserves, other than liabilities for distributions to members under Section 608.426 or Section 608.427, Florida Statutes.

(2) To members and former members in satisfaction of liabilities for distributions under Section 608.426 or Section 608.427, Florida Statutes.

(3) To members in proportion to their respective capital accounts.

18. **Amendments.** The power to adopt, alter, amend, or repeal these Regulations shall be vested in the members. New Regulations may be adopted by the members.

19. **Miscellaneous.**

A. Any notice given under these Regulations shall be in writing and shall be served either personally or delivered by electronic means or United States mail, postage prepaid, first class. Notice shall be deemed given at the time of personal delivery or other receipt of the notice. Each member shall provide the other members and the limited liability company with an address to which notices intended for that member may be delivered. Any member may change the address for notice by giving appropriate notice under this Paragraph 19(A).

B. Each member agrees to execute, with acknowledgment or affidavit if requested, all documents and writing reasonably necessary or appropriate in the creation of the limited liability company and the achievement of its purpose.

C. These Regulations constitute the entire understanding of the members with respect to its subject matter and supersedes all prior agreements and understandings with respect to the matters provided in these Regulations.

D. To the maximum extent permitted, all provisions of Chapter 608 of the Florida Statutes, as from time to time amended, shall be deemed to be superseded by the express terms of these Regulations to the extent necessary to effectuate the intent of the parties as reflected by these Regulations.

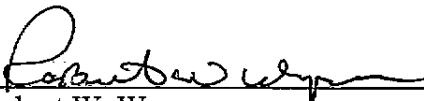
E. Subject headings are included in these Regulations for purposes of convenience only and shall not be deemed to be a part of these Regulations.

F. As used in these Regulations, the masculine, feminine, or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

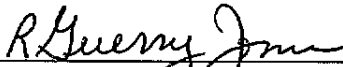
G. If any provision of these Regulations is found to be invalid or void, it shall not affect or impair the remaining provisions which can be effect without the invalid or void part.

H. These Regulations are entered into under and shall be governed by the laws of the State of Florida, and any action brought to interpret or enforce these Regulations shall be brought in the Circuit or County Court of Polk County, Florida, as appropriate, or in the United States District Court for the judicial district in which Polk County, Florida, is now, or hereafter may be, located.

IN WITNESS WHEREOF the Members have signed these Regulations as of the day, month, and year first above written.

  
Robert W. Wagner

SGJ Aviation, Inc.

  
by: R. Guerry Jones, President

  
John F. Caswell

**EXHIBIT A**

**NAMES, ADDRESSES, CAPITAL CONTRIBUTIONS, AND  
MEMBER PERCENTAGES OF ALL MEMBERS**

<b><u>Name and Address of Member</u></b>	<b><u>Capital Contribution</u></b>	<b><u>Member Percentage</u></b>
Robert W. Wagner 5806 Lake Breeze Avenue Lakeland, Florida 33809	\$450.00	45%
SGJ Aviation, Inc. 1905 South Florida Avenue Lakeland, Florida 33803	\$412.50	41.25%
John F. Caswell 510 Goldenrod Court Lakeland, Florida 33813	\$137.50	13.75%

**EXHIBIT B**

DESCRIPTION OF PROPERTY

400 Hawker aircraft.