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GUDRUN MARIA NICKEL, P.A.
ATTORNEY AT LAW

ADMITTED TO PRACTICE IN:
- FLORIDA
- ILLINOIS
- KANSAS
- MONTANA

DEUTSCHSPRACHIG
GERMAN SPEAKING

BY APPOINTMENT ONLY

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October 18, 1999

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****125.00 ****125.00

Secretary of State
Division of Corporations
Florida Department of State
P.O. Box 6327
Tallahassee, Florida 32314

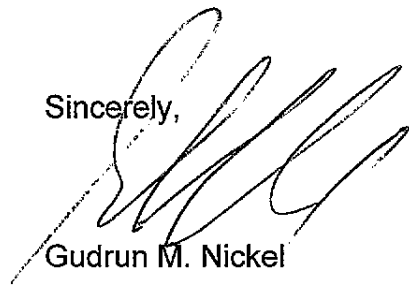
RE: INTERNATIONAL LEATHER, INC.
INTERNATIONAL LEATHER, L.L.C.

Dear Sir/Madam:

Enclosed are the Articles of Dissolution of International Leather, Inc., as well as the Affidavit authorizing use of the name "International Leather, L.L.C.," the original and one copy of the Articles of Organization of International Leather, L.L.C., Affidavit of contributions and registered agent acceptance. Also enclosed is our check in the total amount of \$250.00 for filing (certified copy not required). Please return the file-stamped copy of the Articles to this office at your earliest convenience.

Thank you.

Sincerely,


Gudrun M. Nickel

GMN/hs
Enc.

L99-7048

Name	OK 10/21/99
Availability	OK
Document Examiner	OK
Updater	OK
Updater Verifier	OK
Acknowledgement	OK
W. P. Verifier	OK

GUDRUN MARIA NICKEL, P.A.
ATTORNEY AT LAW

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLLIER

Before me, the undersigned, a Notary Public in and for the above state and county, personally appeared Albert Sigl ("Affiant"), who, being first duly sworn, state as follows:

1. That he was the sole officer and director (therein referred to as "Alfred Sigl") of International Leather, Inc., a Florida corporation;
2. That said International Leather, Inc. was dissolved by Articles of Dissolution dated October 12, 1999;
3. That International Leather, Inc. has no intention of revoking the dissolution; and
4. That International Leather, Inc., through the undersigned, hereby releases its name for use by International Leather, L.L.C.

FURTHER AFFIANT SAID NAUGHT.

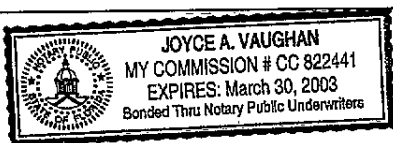
Albert Sigl

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared Albert Sigl, personally known to me (or who provided Passport as identification) and known by me to be the person who executed the foregoing Articles of Dissolution, and s/he acknowledged before me that s/he executed these Articles of Dissolution of _____, on behalf of the Corporation.

Joyce A. Vaughan
Notary Public

My Commission Expires:



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OCT 21 PM 5:00
NOTARY PUBLIC
COLLIER COUNTY FLORIDA

**ARTICLES OF ORGANIZATION
OF
INTERNATIONAL LEATHER, L.L.C.**

**ARTICLE I
NAME**

The name of this Limited Liability Company (also referred to as "Company") is **INTERNATIONAL LEATHER, L.L.C.**

**ARTICLE II
ADDRESS**

The street address of INTERNATIONAL LEATHER, L.L.C. is 227 Airport Road South, Naples, Florida 34104. The mailing address of INTERNATIONAL LEATHER, L.L.C. is 227 Airport Road South, Naples, Florida 34104.

**ARTICLE III
PURPOSE**

This Limited Liability Company is created for the purpose of wholesale and retail sale of leather and related products, and in such other business as may be agreed on by the members.

**ARTICLE IV
PLACE OF BUSINESS AND REGISTERED AGENT**

The principal place of business of this Limited Liability Company shall be 227 Airport Road South, Naples, Florida 34104, and such other place or places as the members from time to time may determine.

The initial Registered Agent of the Limited Liability Company shall be Mr. Douglas Cahn, at the following address:

227 Airport Road South
Naples, Florida 34104

**ARTICLE V
CONTRIBUTIONS TO CAPITAL**

The initial capital of this Limited Liability Company shall consist of the sum of \$10,000, which will be contributed by the members in the following amounts:

	%	
1) Albert Sigl	51	\$ 5,100.00

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OCT 21 5:00
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NAPLES, FLORIDA

2) Doug Cahn

49

\$ 4,900.00

No member shall be entitled to receive interest on his contribution to capital.

Calls for additional contributions may be made by the Limited Liability Company ("Company"), and shall be paid in the same percentages as above set forth.

ARTICLE VI MANAGEMENT OF BUSINESS

The day-to-day activities of the Limited Liability Company shall be managed by member Douglas Cahn. The members shall have rights in the general management or conduct of the Limited Liability Company in accordance with their respective percentage interest.

The members' names and addresses are as follows:

Albert Sigl

227 Airport Road South
Naples, Florida 34104

Douglas Cahn

Same

Albert Sigl is hereby named company "Chairman," and Douglas Cahn is hereby named company "President."

Decisions shall be by majority vote, each member having a vote proportionate to his interest in the Company.

The following decisions shall be made only by unanimous consent of the members:

- a. assigning Company property to creditors or other assignees, including debts owed the Company;
- b. confessing a judgment;
- c. submitting a claim to arbitration;
- d. impeding the carry on of business;
- e. executing and delivering any debt instrument;
- f. borrowing money in the name of the Company;
- g. conveying real or personal property of the Company;

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NAPLES, FLORIDA

- h. pledging a member's interest to outsiders;
- i. disposing of the good will of the Company.

ARTICLE VII PROPERTY

Real or personal property originally brought into or transferred to the Company, or acquired by the Company by purchase or otherwise, shall be held and owned, and conveyance shall be made, in the name of this Limited Liability Company.

ARTICLE VIII MEETING OF MEMBERS

Annual meetings of the members shall be held without call or notice within 30 days after the close of the Company's fiscal year at times and places selected by the members. Special meetings may be called in accordance with the Regulations.

ARTICLE IX TRANSFERABILITY OF MEMBERS' INTEREST

A member's interest in this Limited Liability Company may be transferred only with the unanimous written consent of all the remaining members if the transferee intends to become a member. Without this consent, the transferee shall not be entitled to become a member or to participate in the management of the Company, but shall be entitled only to the share of profits, or other compensation or return of contributions to which the transferor otherwise would be entitled.

ARTICLE X PROFITS AND LOSSES

Profits and losses generated by the business of this Company shall be paid only after the repayment of any Company debt, and shall be passed through to the members in their proportionate share pursuant to Article V above.

ARTICLE XI WITHDRAWAL, RETIREMENT, DEATH, BANKRUPTCY OR EXPULSION

In the event of withdrawal, retirement, death, bankruptcy or expulsion of a member, this Limited Liability Company may remain in existence and continue in business pursuant to the applicable provisions of the Regulations and pursuant to Article XII below.

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SECRETARY OF STATE
LAKE COUNTY, ILLINOIS

ARTICLE XII DISSOLUTION, WINDING UP, LIQUIDATION

The Limited Liability Company may be dissolved on the occurrence of any of the following events, unless the remaining members, by a simple majority, give their written consent to the continuation of the Company:

1. Death, disability or bankruptcy of a member;
2. Withdrawal, retirement or expulsion of a member;
3. Unanimous written consent of the members.

The remaining members shall have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any other event that terminates the continued membership of a member in the Company.

If the remaining members elect to continue the Company, they shall pay to the retiring, withdrawing or expelled member, or to the estate of the deceased, the value of such member's interest, as determined below, as of the date of the events enumerated above. Payment shall be made within three (3) months.

The value of a member's interest in the Limited Liability Company shall be computed by (1) adding the totals of (a) his capital account, (b) his income account, and (c) any other amounts owed to him by the Company; and (2) subtracting from the sum of the above totals the sum of the total of any amount owed by him to the Company. If any member withdraws from the Company, that member shall be entitled to his initial contribution, to any subsequent contributions, and to simple interest of 10% on the foregoing amounts.

On dissolution of the Limited Liability Company, if the Company business is not continued pursuant to subparagraph (b) of this article, it shall be wound up and liquidated as quickly as circumstances will allow. The assets of the Company shall be applied to Company liabilities in the following order:

- (1) Amounts owing to creditors other than members;
- (2) Amounts owing to members other than for capital and profits;
- (3) Amounts owing to members in respect to capital;
- (4) Amounts owing to members in respect to profits.

ARTICLE XIII DISPUTE AMONG MEMBERS

Any dispute or controversy arising in connection with these Articles which are not otherwise resolved shall be determined and settled by arbitration to be held in Collier County, Florida, in accordance with the rules then obtaining to the American Arbitration Association. Any award rendered therein shall be final and binding on every partner, and judgment may be entered thereon in the Circuit Court in Collier County, Florida.

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CLERK OF COURT
COLLIER COUNTY, FLORIDA

ARTICLE XIV
AMENDMENTS

These Articles, except with respect to the vested rights of the members, may be amended from time to time by a majority in interest of the members, and the amendments shall be filed, duly signed by all members of the Company, with the Florida Secretary of State. All members of the Company agree to abide by the majority decision and agree to sign such amendments for the purpose of filing.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Organization on OCTOBER, 1999.

Albert Sigl
ALBERT SIGL

Douglas Cahn
DOUGLAS CAHN

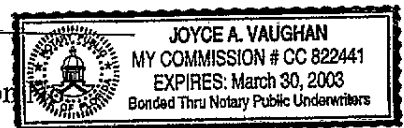
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was subscribed to before me this 18TH day of OCTOBER, 1999, by ALBERT SIGL, by me personally known (or who produced PASSPORT as identification), who stated under oath that he is the person described in and who executed said instrument for the purposes therein expressed.

Joyce A. Vaughan
Notary Public

Type or Print Notary Name,
Expiration Date and Commission

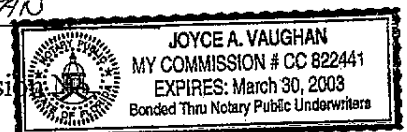


STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was subscribed to before me this 18TH day of OCTOBER, by DOUGLAS CAHN, by me personally known (or who produced DRIVER'S LICENSE as identification), who stated under oath that he is the person described in and who executed said instrument for the purposes therein expressed.

Joyce A. Vaughan
Notary Public

Type or Print Notary Name,
Expiration Date and Commission



INTERNATIONAL LEATHER, L.L.C.

Having been named as registered agent and to accept service of process for the above stated Limited Liability Company at the place designated in these Articles of Organization, 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 related to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

BY: 

DOUGLAS CAHN

Date: 10/18/99

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99 OCT 21 PM 5:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA