EXHIBIT 10.2  
  
  
 DISTRIBUTION AGREEMENT  
  
 BETWEEN  
  
 SIGN MEDIA SYSTEMS, INC.  
  
 AND  
  
 APPLIED ADVERTISING NETWORK, LLC  
  
  
  
  
  
  
  
 SIGN MEDIA SYSTEMS, INC.  
  
DISTRIBUTOR AGREEMENT  
  
 THIS DISTRIBUTOR AGREEMENT ("Agreement") is made and entered into on  
this 30th day of December 2003 (the "Effective Date"), between SIGN MEDIA  
SYSTEMS, INC. of 0000 00xx Xxxxxx, Xxxxxxxx, XX 000000 ("SMS"), and ADvanced  
ADvertising Network, LLC of 000 Xxxxx Xx Xxxx Xxxxxxx, Xxx. 000, Xxxx Xxxx, XX  
00000 ("Distributor").  
  
The parties agree as follows:  
  
1. SCOPE OF AGREEMENT; DEFINITIONS  
  
 1.1. SCOPE OF AGREEMENT. This Agreement provides for the marketing and  
distribution by Distributor of the SMS products ("Products" as defined below)  
identified on one or more Commercial Terms Schedules ("Commercial Terms")  
attached to this Agreement or subsequently executed by both parties referencing  
this Agreement. The parties may, but shall be under no obligation to, execute  
multiple Commercial Terms Schedules to provide for the distribution by  
Distributor of more than one line of SMS products. The Commercial Terms are  
subject to change by SMS in the sole and absolute discretion of SMS upon 15 days  
written notice of such change.  
  
 1.2. DEFINITIONS.  
  
 (a) "Agreement" means this agreement.  
  
 (b) "Commercial Terms" means the meaning set forth in section  
1.1 of this Agreement.  
  
 (c) "Dealer" mans a third party that acquires Products from  
the Distributor for resale to End Users.  
  
 (d) "Demonstration Products" means the commercially available  
Products listed in the Commercial Terms which are used internally by Distributor  
listed in the applicable Demonstration Products order form(s) for demonstration  
and support purposes only and not for resale.  
  
 (e) "Documentation" means technical manuals relating to the  
end use of the Products.  
  
 (f) "Effective Date" means the day and year first above  
written.  
  
 (g) "End User" means a third party that acquires Products from  
a Dealer for the third party's own use.  
  
 (h) "Products" means all or any portion of the commercially  
available products specified in the Commercial Terms. If more than one  
Commercial Terms Schedule is executed by the parties referencing this Agreement,  
"Products" shall refer collectively to the products listed in all Commercial  
Terms Schedules.  
  
 (i) "SMS" means Sign Media Systems, Inc., a Florida  
corporation.  
  
 (j) "Term" means the period set forth in Section 6.1 of this  
Agreement.  
  
 (k) "Territory" means the United States of America and Central  
America.  
  
2. APPOINTMENT AS DISTRIBUTOR  
  
 2.1. APPOINTMENT. During the Term and subject to the terms and  
conditions of this Agreement, SMS hereby grants to Distributor, and Distributor  
hereby accepts, the non-exclusive right to distribute and sell the Products to  
Dealers in the Territory. The Products shall be distributed by Distributor under  
SMS's trademarks. SMS reserves the right to establish or appoint any number of  
other distributors, resellers, private labelers, dealers or third parties, in  
any area for any purpose, directly or indirectly, to sell and lease Products.  
Notwithstanding anything herein to the contrary, the Distributor shall only sell  
and distribute Products to Dealers approved by SMS as provided herein, and shall  
not sell or distribute Products to End Users.  
  
 2.2. DEMONSTRATION PRODUCTS. Distributor may acquire Demonstration  
Products in accordance with the terms and conditions set forth in the Commercial  
Terms. Distributor must complete SMS's then standard Demonstration Products  
order form and deliver such order form to SMS for each of the Demonstration  
Products acquired by Distributor under this Agreement. Demonstration Products  
may not be used by Distributor for production purposes or transferred, sold or  
leased to any third party.  
  
 2.3. APPOINTMENT OF DEALERS. Subject to the written approval of SMS,  
Distributor may appoint Dealers anywhere in the Territory.  
  
 2.4 DISTRIBUTION LIMITATIONS.  
  
 (a) Except as approved by SMS in writing as hereinabove  
provided, Distributor shall not have any right to establish or appoint any  
Dealers, sub-dealers, resellers, or sub-distributors of the Products.  
  
 (b) Distributor shall not, nor shall it permit any third party  
to: (i) sell, lease, copy or manufacture the Products or any portion thereof;  
(ii) modify, adapt, enhance, extend, or reverse engineer the Products.  
Distributor may provide other products and services in combination with the  
Products.  
  
 (c) Distributor agrees not to export, re-export or disclose,  
directly or indirectly, the Products or related technical information, documents  
or materials (or any direct product thereof) without the prior written consent,  
if required, of the Office of Export Administration of the US Department of  
Commerce. Distributor agrees to comply with any other applicable export laws and  
regulations.  
  
 2.5. COMPLIANCE WITH LAWS.  
  
 (a) Distributor will, at its expense, obtain and maintain the  
governmental authorizations, registrations and filings that may be required  
under the laws of the Territory to execute or perform this Agreement.  
Distributor will consult SMS and obtain SMS's prior written approval before  
registering this Agreement with any government authorities. Distributor will  
otherwise comply with all laws, regulations and other legal requirements that  
apply to this Agreement, including tax and foreign exchange legislation and will  
promptly notify SMS of any change in legislation that may affect Distributor's  
performance of this Agreement.  
  
 (b) Distributor will not use any payment or other benefit  
derived from SMS to offer, promise or pay any money, gift or any other thing of  
value to any person for the purpose of influencing official actions or decisions  
affecting this Agreement, while knowing or having reason to know that any  
portion of this money, gift or thing will, directly or indirectly, be given,  
offered or promised to an employee, officer or other person acting in an  
official capacity for any government or agency or any political party, party  
official or candidate for political office.  
  
3. OBLIGATIONS OF THE DISTRIBUTOR  
  
 3.1. MARKETING. Distributor shall use its best efforts to actively  
promote, market and sell the Products, and shall maintain the formal name of the  
Products (with their appropriate trademark, service xxxx, logo, or trade name  
designations) in all advertising and other printed materials relating to the  
Products. SMS reserves the right to require Distributor to furnish to SMS in  
advance for review and approval any and all promotional, advertising and other  
materials which refer to the Products or which use or display any trademark,  
service xxxx, logo or trade name of SMS. SMS also reserves the right to require  
Distributor to discontinue use of any promotional, advertising or other  
materials referring to SMS or the Products.  
  
 3.2. ORDERS.  
  
 (a) Distributor is responsible for shipment, delivery and  
installation of the Products and all associated shipment charges, customs  
duties, import or export licenses, taxes and other such items. Distributor shall  
report all sales and leases of the Products to SMS on a monthly basis within  
fifteen (15) days of the end of each calendar month. All such reports shall list  
the Dealer name and address, the number of Products sold, and, if then  
available, the make, model, tag number and serial number of the vehicle(s) on  
which the Product(s) will be attached.  
  
 (b) Distributor understands and acknowledges that the issuance  
of warranties for the Products distributed under this Agreement shall require  
Distributor or its Dealers to submit SMS's then standard registration form for  
the Products containing the information required by SMS about how a prospective  
End User proposes to use the Product(s), the identity of the End User, the make,  
tag number, model and serial number of the vehicle on which the Products will be  
used and the other information set forth on SMS's then current registration  
form. In addition, SMS shall not be authorized to issue such warranty to any End  
User unless the Products delivered have been reported by Distributor to SMS as  
provided herein and authorized by SMS for the usage identified by the End User.  
Distributor understands and agrees that SMS may delay or withhold issuance of  
warranties for the Products in the event Distributor or the End User fails to  
provide the necessary information to issue the warranties as provided herein. No  
provisions in Distributor's purchase orders, agreements or in any other business  
forms employed by Distributor shall add to or supersede the terms and conditions  
of this Agreement, which shall exclusively govern the relationship of the  
parties.  
  
 (c) Upon receipt of orders from Distributor that comply with  
all requirements of this Agreement, SMS will, unless Distributor is delinquent  
in its payments or in breach of its agreements with SMS, make reasonable efforts  
to fill all orders for the Products, and issue associated warranties, to  
Distributor or the End Users. SMS shall not be liable to Distributor, or to any  
other person, for SMS's failure to fill any orders, or for any delay in delivery  
or error in filing any orders for any reason whatsoever. SMS shall have no  
obligation to export any Products from the United States. Risk of loss to the  
Products shall pass to Distributor F.O.B. SMS's shipping facility.  
  
 (d) Unless otherwise agreed, all Products shall be shipped by  
SMS at the expense of the Distributor to Distributor at Distributor's address  
set forth above or such other address in the Territory as Distributor may notify  
SMS as its delivery address FOB SMS's shipping facility. SMS shall have no  
obligation to ship directly to Distributor's customers. SMS will select the  
appropriate method of shipment for Distributor's account. Distributor shall be  
responsible for shipment to its Customers.  
  
 3.3. REPRESENTATIONS. Distributor shall not make (i) any representation  
or warranty whatsoever on behalf of SMS; (ii) any representation or warranty  
concerning the quality, performance or other characteristics of the Products  
other than those which are consistent in all respects with, and do not expand  
the scope of, the warranties set forth in this Agreement; or (iii) any  
commitment to modify any of the Products.  
  
4. PRICES  
  
 4.1 PRODUCT PRICES. The price charged by SMS to Distributor for the  
Products acquired by Distributor from SMS during the term of this Agreement  
shall be the then prevailing suggested list price for the Products ordered by  
Distributor under the Commercial Terms less a Thirty-Five percent (35%)  
discount. The current prevailing suggest list price for the Products is set  
forth on the Commercial Terms and SMS may, from time to time, upon fifteen (15)  
days prior notice, in its sole and absolute discretion, make changes in the  
prevailing suggest list price for the Products and such changed prevailing  
suggest list price shall become the then prevailing suggested list price for the  
Products.  
  
 4.2 TRAINING AND OTHER FEES. Distributor agrees to pay for training,  
education and other services provided by SMS to Distributor.  
  
5. GENERAL TERMS AND CONDITIONS  
  
 5.1 TERM OF AGREEMENT. The Initial Term of this Agreement shall  
commence on the Effective Date and shall continue for a period of twelve (12)  
months from such date, unless sooner terminated as hereinafter provided. After  
the Initial Term, this Agreement may be renewed on an annual basis if mutually  
agreed by both parties in writing prior to the end of the Term. "Term" shall  
mean the Initial Term together with any agreed renewal periods.  
  
 5.2 RECORDS AND REPORTS. During the Term and for a period of at least  
one year following termination of this Agreement, Distributor shall keep full,  
true and accurate records to show: (i) each Dealer's name and address; (ii) each  
End User's name and address; (iii) the date of shipment and Products shipped to  
each Dealer; (iii) the date of shipment and Products shipped to each End User;  
and (iv) a copy of each Dealer and End User order. SMS shall have the right, at  
its sole cost and expense, on notice to Distributor, to examine such records or  
to have such records examined by SMS's designated agents during normal business  
hours.  
  
 5.3 PAYMENTS.  
  
 (a) Unless otherwise agreed between SMS and the Distributor,  
terms of payment on all invoices from SMS shall be net thirty (30) days. All  
payments shall be made in US Dollars to SMS's address for payment indicated on  
SMS's invoice to Distributor or such other address as advised by SMS on at least  
10 days written notice. In addition to such other rights as SMS may have,  
Distributor shall pay a monthly late charge equal to the lesser of one and  
one-half percent (1.5%) of the outstanding amount or the maximum amount allowed  
by law on any invoice rendered by SMS that is not paid when due.  
  
 (b) All prices listed in the Commercial Terms are exclusive of  
all taxes, including sales, use or value added taxes where applicable. Upon  
presentation of invoices by SMS, Distributor shall pay any and all applicable  
tariffs, duties or taxes (other than franchise and income taxes for which SMS is  
responsible) imposed or levied by any government or agency, including, without  
limitation, federal, state and local sales, use, value added and personal  
property taxes. Any claimed exemption from such tariffs, duties or taxes must be  
supported by a tax exemption certificate and other proper documentary evidence  
delivered to SMS.  
  
 5.4 PROPRIETARY INFORMATION AND NON-DISCLOSURE.  
  
 (a) SMS retains ownership of all intellectual property rights  
(including but not limited to patents, copyrights, trademarks, service marks,  
logos or trade names) in and relating to the Products. The Products, the  
Documentation and all other proprietary information provided by SMS to  
Distributor hereunder contain and constitute trade secrets, information and data  
proprietary to and copyrighted by SMS. Neither Distributor or its employees  
shall cause or allow such information or data to be disclosed to third parties  
or duplicated except as expressly permitted in this Agreement. Any  
customizations, enhancements, improvements, translations, derivative works or  
other modifications of the Products made by Distributor shall belong to SMS and  
SMS shall have all right, title and intellectual property interest in and to  
such work. SMS shall have no obligation to support any customizations,  
extensions or other modifications made to the Products by any third party unless  
otherwise agreed to by SMS in writing.  
  
 (b) Distributor acknowledges and agrees that the unauthorized  
disclosure, use or copying of the Products may cause SMS serious financial loss.  
Accordingly, in the event of any unauthorized disclosure, use or copying of the  
Products, Distributor agrees that SMS shall have the right to obtain injunctive  
or other equitable relief without the posting of any bond in addition to any  
other damages.  
  
 (c) Distributor may use the trademarks, trade names, service  
marks and logos that relate to SMS or the Product (the "Marks") solely in  
connection with this Agreement; provided that Distributor clearly identifies  
SMS's ownership of such Marks. The Marks remain the exclusive property of SMS  
and Distributor will not register the Marks or take any action that jeopardizes  
SMS's proprietary rights in the Marks. Distributor agrees to cooperate with  
SMS's instructions and quality control procedures relating to the Marks and  
shall only use the Marks in unaltered form. SMS reserves the right to require  
Distributor to discontinue use of any advertising or marketing materials  
relating to SMS, the Marks or the Products.  
  
 5.5 LIMITED WARRANTY.  
  
 (a) SMS warrants the Products as set forth in the Commercial  
Terms. If it is determined that the Products do not perform as warranted, SMS's  
only responsibility will be to use reasonable efforts, consistent with industry  
standards, to cure the defect. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES.  
TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES,  
CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, VERBAL, STATUTORY OR  
OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY  
EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF  
MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMS SHALL NOT BE BOUND BY  
OR LIABLE FOR ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, WITH  
RESPECT TO THE PRODUCTS MADE BY DISTRIBUTOR OR ITS AGENTS, EMPLOYEES OR  
REPRESENTATIVES.  
  
 (b) Except for the Indemnification set forth below in Section  
5.6(a), SMS's maximum liability for damages under this Agreement (regardless of  
the form of action, whether in contract or tort) shall not exceed the amount  
paid by Distributor to SMS for the Products or services as to which the claim  
relates.  
  
 (c) IN NO EVENT SHALL SMS BE LIABLE TO DISTRIBUTOR OR ANY  
OTHER PARTY, WHETHER IN CONTRACT OR TORT, FOR ANY INCIDENTAL, INDIRECT, SPECIAL,  
PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING, WITHOUT  
LIMITATION, LOSS OF PROFITS, REVENUE OR DAMAGE TO ANY SURFACE TO WHICH THE  
PRODUCTS ARE APPLIED), THAT MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF  
THE PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING  
INCURRED.  
  
 5.6 INDEMNIFICATION.  
  
 (a) SMS, at its expense, shall defend any action brought  
against Distributor to the extent that it is based on a claim that any Product  
infringes a third party's copyright or a patent duly issued by the United States  
of America. SMS shall pay all damages and costs finally awarded against  
Distributor in such action, provided that SMS is notified in writing of the  
existence of such claim against Distributor within seven (7) days of  
Distributor's first learning of the same; and provided that SMS is given full  
authority to control the defense, costs and settlement of the claim and that SMS  
receives reasonable cooperation and assistance from Distributor. SMS will not be  
obligated to defend or otherwise indemnify Distributor in any lawsuit or as to  
any claim which arises from or relates to any combination of the Product with  
another product not supplied by SMS, or if such claim is based upon a use of the  
Product for a purpose for which it was not designed or if the Product has been  
modified by any party other than SMS. In lieu of the foregoing indemnification  
obligations, SMS shall have the option, at its expense, either to procure for an  
End User the right to continue using the Product or to replace or modify the  
Product so that it is no longer infringing, or, if such options are not  
reasonably available, to refund to Distributor the amount actually paid by  
Distributor to SMS for the Product. The foregoing states the entire obligation  
of SMS with respect to the infringement of intellectual property rights of any  
third party.  
  
 (b) Distributor shall indemnify and hold SMS harmless from and  
against all claims, judgments, awards, costs, expenses, damages and liabilities  
(including reasonable attorneys' fees) of whatsoever kind and nature that may be  
asserted, granted or imposed against SMS directly or indirectly arising from or  
in connection with (i) any claims that any services or products supplied by  
Distributor other than any unmodified Products provided by SMS infringes any  
third party intellectual property rights; (ii) any misrepresentation made by  
Distributor regarding SMS or the Products; and (iii) any warranty, condition,  
representation, guarantee or indemnity granted by Distributor with respect to  
the Products in addition to the limited warranty specified in the Section 5.5 of  
this Agreement titled "Limited Warranty."  
  
 5.7 DEFAULT AND TERMINATION.  
  
 (a) If this Agreement expires or is terminated by either  
 party, for any reason, Distributor will immediately pay all sums due  
 and owing to SMS.  
  
 (b) Either party may terminate this Agreement, with or  
 without cause, on thirty (30) days written notice to the other party.  
  
 (c) If Distributor fails to pay any sum of money due and owing  
 under this Agreement within ten (10) days of written notice thereof  
 from SMS, SMS shall have the right to terminate this Agreement without  
 further notice to Distributor. If either party breaches any of the  
 terms, conditions or provisions of this Agreement, and fails to cure  
 such breach within thirty (30) days after written notice thereof, the  
 other party shall have the right to terminate this Agreement without  
 any further notice.  
  
 (d) This Agreement may be immediately terminated by SMS if:  
 (i) Distributor violates any of the conditions of Section 5.4; (ii)  
 Distributor shall cease business, file for bankruptcy, be adjudged  
 bankrupt or insolvent or commit any other act of bankruptcy; (iii)  
 there is a sale or transfer, whether by operation of law or otherwise,  
 of the direct or indirect control of Distributor; or (iv) there is an  
 attempt by Distributor to assign this Agreement or any right or  
 obligation hereunder without SMS's prior written consent.  
  
 (e) In the event of a party's uncured breach of this  
 Agreement, the non-breaching party may, in addition to the right to  
 withhold its performance under and/or terminate this Agreement, avail  
 itself of all other rights, remedies and causes of action available at  
 law, in equity or otherwise, against such party for damages as a result  
 of such breach. Unless otherwise provided in this Agreement, remedies  
 shall be cumulative and there shall be no obligation to exercise a  
 particular remedy.  
  
 (f) Except as set forth below in Section 5.7 (g), upon  
 expiration or termination of this Agreement, Distributor shall  
 immediately return to SMS, at Distributor's expense, all Products not  
 fully paid for by the Distributor, all demonstration copies of the  
 Product, all Documentation and all Product brochures, marketing  
 collateral and materials, together with a certified statement by a duly  
 authorized officer of Distributor stating that all such Demonstration  
 Products and materials and any other confidential information of SMS  
 have been returned to SMS.  
  
 (g) In the event of any termination of this Agreement (other  
 than termination by SMS under Sections 5.7 (c) or (d) above),  
 Distributor shall be entitled to distribute, for a period not to exceed  
 ninety (90) days, any Products already paid for and held in its  
 inventory as of the termination date, subject to its continuing  
 compliance with all terms of this Agreement, including, but not limited  
 to, the requirements of Section 3.  
  
 (h) Any expiration or termination of this Agreement shall not  
 prejudice, limit or restrict any other rights or remedies either party  
 may have arising prior to such expiration or termination. SMS shall be  
 under no obligation to refund any amounts paid to SMS by Distributor  
 for any undistributed Products held by Distributor upon any expiration  
 or termination of this Agreement.  
  
 (i) In addition to this Section 5.7, Sections 5.4, 5.5,  
 5.6 and 5.8 shall survive termination of this Agreement.  
  
 5.8 MISCELLANEOUS.  
  
 (a) The laws of the State of Florida without reference to  
 principles of conflict of laws shall govern the construction and  
 enforceability of this Agreement. The parties agree that any action  
 arising under or relating to this Agreement or the Products shall lie  
 within the exclusive jurisdiction of the State and Federal Courts  
 located in Sarasota County, Florida. Distributor consents to the  
 exercise of jurisdiction by any such court and agrees that process may  
 be served on Distributor in any such action by mailing same to  
 Distributor at the address set forth above. If either party is  
 compelled to seek judicial enforcement of its rights under this  
 Agreement, the prevailing party in any such action shall be entitled to  
 recover its costs incurred in such action, including reasonable  
 attorneys' fees.  
  
 (b) Each provision of this Agreement is severable from the  
 entire Agreement, and in the event that any provision is declared  
 invalid or unenforceable, that provision shall be amended if possible  
 to be enforceable, but in any event, the remaining provisions hereof  
 shall remain in effect.  
  
 (c) All notices and demands of any kind or nature which any  
 party to this Agreement may be required or may desire to serve upon any  
 other in connection with this Agreement shall be in writing and may be  
 served personally or by prepaid certified mail (return receipt  
 requested) or by private mail service (e.g., Federal Express) if a  
 confirmation of delivery is obtained, in either case to the addresses  
 shown on page 1 of this Agreement. Any party hereto may from time to  
 time, by notice in writing served upon the other parties as aforesaid,  
 designate a different mailing address or a different person to which  
 following such service all further notices or demands are thereafter to  
 be addressed.  
  
 (d) The parties shall be deemed for all purposes to be  
 independent contractors. This Agreement shall not constitute either  
 party the employee, legal representative or agent of the other, nor  
 shall either party have the right or authority to assume, create, or  
 incur any liability or any obligation of any kind, express or implied,  
 against or in the name of or on behalf of the other party.  
  
 (e) No waiver by either party of any default shall operate as  
 a waiver of any other default or of a similar default on a future  
 occasion. No waiver of any term or condition shall be effective unless  
 in writing and signed by the party against whom enforcement of the  
 waiver is sought. Neither party shall be responsible for any failure to  
 perform any obligation hereunder (except a failure to pay) due to  
 causes beyond its reasonable control.  
  
 (f) Neither party shall be held responsible for any reasonable  
 delay or failure in performance hereunder caused by fires, strikes,  
 embargoes, acts of nature, or other causes beyond their reasonable  
 control.  
  
 (g) This Agreement (including any attached Exhibits and  
 subsequently executed Commercial Terms Schedules referencing this  
 document) is the complete and exclusive statement of the understanding  
 between the parties and supersedes all prior agreements and  
 representations between them relating to the subject matter of this  
 Agreement. The following order of precedence shall control in the event  
 of a conflict between the terms and conditions of this Agreement and  
 the terms and conditions of any Commercial Terms Schedule: (i) the  
 Commercial Terms Schedule for the applicable Product; and (ii) the  
 terms of this Agreement. Amendments to this Agreement shall not be  
 effective unless they are in writing and signed by authorized  
 representatives of both parties. Distributor may not assign this  
 Agreement or any of its rights hereunder by operation of law or  
 otherwise.  
  
 IN WITNESS WHEREOF, the undersigned authorized representatives of the  
parties have affixed their signatures as of the Effective Date.  
  
DISTRIBUTOR:  
ADvanced ADvertising SIGN MEDIA SYSTEMS, INC.  
Network, LLC  
  
/S/ Xxxxxx Xxxxxx /S/ Xxxxxxx X. Xxxxxxx, III  
------------------- ----------------------------------------  
Name: Xxxxxx Xxxxxx Name: Xxxxxxx X. Xxxxxxx, III  
Managing Member President/CEO