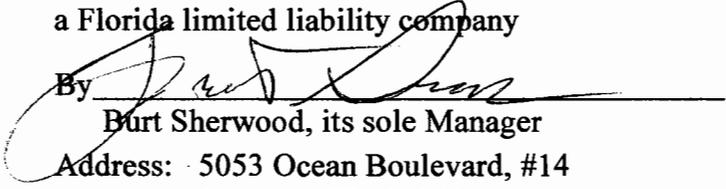


IN WITNESS WHEREOF, the parties have executed this Operating Agreement on the date first written above.

Date: 11/17, 2006

PARADISE TV LLC,
a Florida limited liability company

By 
Burt Sherwood, its sole Manager

Address: 5053 Ocean Boulevard, #14
Sarasota, FL 34242

Date: _____, 2006

TUXEDO PROPERTY LLC,
a New York limited liability company

By _____
Print: _____
Its: _____

Address: c/o William J. McEntee, Jr.
2090 Palm Beach Lakes Boulevard
Suite 300
West Palm Beach, FL 33409

Date: 11/17, 2006

"COMPANY"

BURT SHERWOOD, as Trustee of
Sherwood Family Trust

Address: 5053 Ocean Boulevard, #14
Sarasota, FL 34242

Date: _____, 2006

KEYS TV LLC,
a Florida limited liability company

By _____
Print: _____
Its: _____

Address: 1851 Arlington Street, #204
Sarasota, FL 34239

Date: _____, 2006

STANLEY LIPP, as a Tenant by the Entirety
Address: 3270 Sedge Place
Naples, FL 34105

Date: _____, 2006

EVELYN LIPP, as a Tenant by the Entirety
Address: 3270 Sedge Place
Naples, FL 34105

"MEMBERS"

IN WITNESS WHEREOF, the parties have executed this Operating Agreement on the date first written above.

PARADISE TV LLC,
a Florida limited liability company

Date: _____, 2006

By _____
Burt Sherwood, its sole Manager
Address: 5053 Ocean Boulevard, #14
Sarasota, FL 34242

TUXEDO PROPERTY LLC,
a New York limited liability company

Date: 11/14, 2006

By 
Print: DANIEL MCENTEE
Its: MANAGER
Address: c/o William J. McEntee, Jr.
2090 Palm Beach Lakes Boulevard
Suite 300
West Palm Beach, FL 33409

“COMPANY”

Date: _____, 2006

BURT SHERWOOD, as Trustee of
Sherwood Family Trust
Address: 5053 Ocean Boulevard, #14
Sarasota, FL 34242

KEYS TV LLC,
a Florida limited liability company

Date: _____, 2006

By _____
Print: _____
Its: _____
Address: 1851 Arlington Street, #204
Sarasota, FL 34239

STANLEY LIPP, as a Tenant by the Entirety

Date: _____, 2006

Address: 3270 Sedge Place
Naples, FL 34105

EVELYN LIPP, as a Tenant by the Entirety

Date: _____, 2006

Address: 3270 Sedge Place
Naples, FL 34105

“MEMBERS”

IN WITNESS WHEREOF, the parties have executed this Operating Agreement on the date first written above.

PARADISE TV LLC,
a Florida limited liability company

Date: _____, 2006

By _____
Burt Sherwood, its sole Manager
Address: 5053 Ocean Boulevard, #14
Sarasota, FL 34242

TUXEDO PROPERTY LLC,
a New York limited liability company

Date: _____, 2006

By _____
Print: _____
Its: _____
Address: c/o William J. McEntee, Jr.
2090 Palm Beach Lakes Boulevard
Suite 300
West Palm Beach, FL 33409

"COMPANY"

Date: _____, 2006

BURT SHERWOOD, as Trustee of
Sherwood Family Trust
Address: 5053 Ocean Boulevard, #14
Sarasota, FL 34242

KEYS TV LLC,
a Florida limited liability company

Date: 11-20, 2006

By *Leonard Stazinski*
Print: Leonard Stazinski
Its: Pres.
Address: 1851 Arlington Street, #204
Sarasota, FL 34239

Date: _____, 2006

STANLEY LIPP, as a Tenant by the Entirety
Address: 3270 Sedge Place
Naples, FL 34105

Date: _____, 2006

EVELYN LIPP, as a Tenant by the Entirety
Address: 3270 Sedge Place
Naples, FL 34105

"MEMBERS"

IN WITNESS WHEREOF, the parties have executed this Operating Agreement on the date first written above.

PARADISE TV LLC,
a Florida limited liability company

Date: _____, 2006

By _____
Burt Sherwood, its sole Manager
Address: 5053 Ocean Boulevard, #14
Sarasota, FL 34242

TUXEDO PROPERTY LLC,
a New York limited liability company

Date: _____, 2006

By _____
Print: _____
Its: _____
Address: c/o William J. McEntee, Jr.
2090 Palm Beach Lakes Boulevard
Suite 300
West Palm Beach, FL 33409

“COMPANY”

Date: _____, 2006

BURT SHERWOOD, as Trustee of
Sherwood Family Trust
Address: 5053 Ocean Boulevard, #14
Sarasota, FL 34242

KEYS TV LLC,
a Florida limited liability company

Date: _____, 2006

By _____
Print: _____
Its: _____
Address: 1851 Arlington Street, #204
Sarasota, FL 34239

Date: 3 Nov, 2006

STANLEY LIPP, as a Tenant by the Entirety
Address: 3270 Sedge Place
Naples, FL 34105

Date: 11/2, 2006

EVELYN LIPP, as a Tenant by the Entirety
Address: 3270 Sedge Place
Naples, FL 34105

“MEMBERS”

shall promptly transmit an executed copy of its decision to the parties. The decision of the arbitrator shall be final, binding and conclusive upon the parties. Each party shall have the right to have the decision enforced by any court of competent jurisdiction. Notwithstanding any other provision of this Section 10, any Dispute in which a party seeks equitable relief may be brought in any court having jurisdiction.

11. I understand that I may not assign or other transfer my rights under this Subscription Agreement.

12. The representations, warranties, covenants, and obligations of the undersigned shall survive the issue of the Interest and any termination of this Subscription Agreement. I agree to indemnify the Company against any damages, costs and expenses it may incur as a result of any breach of any representation, warranty or covenant contained in this Subscription Agreement.

Signature

I have thoroughly reviewed the foregoing and agree to the terms and conditions of this Subscription Agreement and the Notice attached hereto as Exhibit A.

Print Name of Subscriber:

Dr. Leonard Slazinski [redacted] *LS*
(Interest will be titled in [redacted] name) *to be determined*

Signature of Subscriber:

By *Leonard Slazinski*
Print: Leonard Slazinski
Its: _____

Mailing Address of Subscriber:

1851 Arlington Street, #204
Sarasota, Florida 34239
Telephone No.: 941-365-5584 / 941-356-3027

Social Security No./Taxpayer Id. No.: _____

Date: October 16th, 2006

THIS SUBSCRIPTION AGREEMENT WILL NOT BECOME EFFECTIVE OR OTHERWISE DEEMED ACCEPTED BY THE COMPANY UNTIL IT IS COUNTERSIGNED BELOW BY A DULY AUTHORIZED OFFICER OR AGENT OF THE COMPANY.

Accepted and Agreed:

PARADISE TV LLC

By _____
Print: _____
Its: _____

Date: _____, 2006

Rules of the American Arbitration Association, except that discovery may be had in accordance with the Federal Rules of Civil Procedure. The venue for the arbitration shall be the Jacksonville, Florida office of the American Arbitration Association. The arbitration shall be conducted before one arbitrator selected through the American Arbitration Association's arbitrator selection procedures. The arbitrator shall promptly fix the time, date and place of the hearing and notify the parties. The parties shall stipulate that the arbitration hearing shall last no longer than three business days. The arbitrator shall render a decision within 10 days of the completion of the hearing, which decision may include an award of legal fees, costs of arbitration and interest. The arbitrator shall promptly transmit an executed copy of its decision to the parties. The decision of the arbitrator shall be final, binding and conclusive upon the parties. Each party shall have the right to have the decision enforced by any court of competent jurisdiction. Notwithstanding any other provision of this Section 10, any Dispute in which a party seeks equitable relief may be brought in any court having jurisdiction.

11. The undersigned understands that it may not assign or otherwise transfer its rights under this Subscription Agreement.

12. The representations, warranties, covenants, and obligations of the undersigned shall survive the issue of the Interest and any termination of this Subscription Agreement. The undersigned agrees to indemnify the Company against any damages, costs and expenses it may incur as a result of any breach of any representation, warranty or covenant contained in this Subscription Agreement.

Signature

The undersigned has thoroughly reviewed the foregoing and agree to the terms and conditions of this Subscription Agreement and the Notice attached hereto as Exhibit A.

Print Name of Subscriber: TUXEDO PROPERTY LLC,
a New York limited liability company
(Interest will be titled in this name)

Signature of Subscriber: By 
Print: DANIEL McENTEE
Its: MANAGER

Mailing Address of Subscriber: c/o William J. McEntee, Jr.
2090 Palm Beach Lakes Boulevard, Suite
300
Sarasota, Florida 34242
Telephone No.: 561-227-0600

Social Security No./Taxpayer Id. No.: 13-4128898

Date:

11/14/06, 2006

THIS SUBSCRIPTION AGREEMENT WILL NOT BECOME EFFECTIVE OR OTHERWISE DEEMED ACCEPTED BY THE COMPANY UNTIL IT IS COUNTERSIGNED BELOW BY A DULY AUTHORIZED OFFICER OR AGENT OF THE COMPANY.

Accepted and Agreed:

PARADISE TV LLC

By _____

Date: _____, 2006

Print: _____

Its: _____

arbitrator shall be final, binding and conclusive upon the parties. Each party shall have the right to have the decision enforced by any court of competent jurisdiction. Notwithstanding any other provision of this Section 10, any Dispute in which a party seeks equitable relief may be brought in any court having jurisdiction.

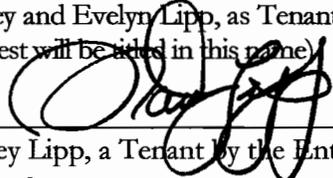
11. We understand that we may not assign or other transfer our rights under this Subscription Agreement.

12. The representations, warranties, covenants, and obligations of the undersigned shall survive the issue of the Interest and any termination of this Subscription Agreement. We agree to indemnify the Company against any damages, costs and expenses it may incur as a result of any breach of any representation, warranty or covenant contained in this Subscription Agreement.

Signature

I have thoroughly reviewed the foregoing and agree to the terms and conditions of this Subscription Agreement and the Notice attached hereto as Exhibit A.

Print Name of Subscriber: Stanley and Evelyn Lipp, as Tenants by the Entirety
(Interest will be titled in this name)

Signature of Subscriber: 
Stanley Lipp, a Tenant by the Entirety


Evelyn Lipp, a Tenant by the Entirety

Mailing Address of Subscriber: 3270 Sedge Place
Naples, Florida 34105
Telephone No.: 239-649-5407

Social Security No./Taxpayer Id. No.: 303-38-6278

Date: _____, 2006

THIS SUBSCRIPTION AGREEMENT WILL NOT BECOME EFFECTIVE OR OTHERWISE DEEMED ACCEPTED BY THE COMPANY UNTIL IT IS COUNTERSIGNED BELOW BY A DULY AUTHORIZED OFFICER OR AGENT OF THE COMPANY.

Accepted and Agreed:
PARADISE TV LLC

By: _____ Date: _____, 2006
Print: _____
Its: _____

EXHIBIT B

**Joinder and Signature Page to
Limited Liability Company
Operating Agreement of Paradise TV LLC**

THESE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER ANY STATE SECURITIES LAWS. SALE OR TRANSFER OF THESE UNITS IS RESTRICTED BY THE FOREGOING AGREEMENT. THESE UNITS HAVE BEEN ACQUIRED PURSUANT TO AN INVESTMENT REPRESENTATION ON THE PART OF THE HOLDERS THEREOF. SUCH UNITS SHALL NOT BE SOLD, PLEDGED, HYPOTHECATED, DONATED OR OTHERWISE TRANSFERRED, WHETHER OR NOT FOR CONSIDERATION, BY THE HOLDER EXCEPT UPON THE ISSUANCE OF A FAVORABLE OPINION OF COUNSEL FOR THE COMPANY, AND/OR SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO COUNSEL FOR THE COMPANY, TO THE EFFECT THAT TRANSFER OF SUCH UNITS WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933 (OR ANY RULE OR REGULATION PROMULGATED THEREUNDER) NOR OF ANY APPLICABLE STATE SECURITIES LAWS.

The undersigned Member of the Company hereby agrees to be bound by the terms of the foregoing Operating Agreement.



Print: Bela T Shepard

Date: 11/13/08

Membership Units: 33,750

EXHIBIT B

**Joinder and Signature Page to
Limited Liability Company
Operating Agreement of Paradise TV LLC**

THESE UNITS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER ANY STATE SECURITIES LAWS. SALE OR TRANSFER OF THESE UNITS IS RESTRICTED BY THE FOREGOING AGREEMENT. THESE UNITS HAVE BEEN ACQUIRED PURSUANT TO AN INVESTMENT REPRESENTATION ON THE PART OF THE HOLDERS THEREOF. SUCH UNITS SHALL NOT BE SOLD, PLEDGED, HYPOTHECATED, DONATED OR OTHERWISE TRANSFERRED, WHETHER OR NOT FOR CONSIDERATION, BY THE HOLDER EXCEPT UPON THE ISSUANCE OF A FAVORABLE OPINION OF COUNSEL FOR THE COMPANY, AND/OR SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO COUNSEL FOR THE COMPANY, TO THE EFFECT THAT TRANSFER OF SUCH UNITS WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933 (OR ANY RULE OR REGULATION PROMULGATED THEREUNDER) NOR OF ANY APPLICABLE STATE SECURITIES LAWS.

The undersigned Member of the Company hereby agrees to be bound by the terms of the foregoing Operating Agreement.



Print: STAN LIPP EVY LIPP

Date: 3 NOV 2006

Membership Units: 5000