

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Operating Agreement		
RESUBMIT DOCUMENT ID:	900581351		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Softalk, Inc.		01/01/2004	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Softalk Communications, LLC		
Street Address:	125 Commerce Drive		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2262765	SOFTALK	
CORRESPONDENCE DATA			
Fax Number:	6318440081		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6318440080		
Email:	trademarks@tb-iplaw.com, john@tb-iplaw.com		
Correspondent Name:	John G. Tutunjian		
Address Line 1:	401 Broadhollow Road		
Address Line 2:	Suite 402		
Address Line 4:	Melville, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	203-7		
NAME OF SUBMITTER:	John Tutunjian		
SIGNATURE:	/J. TUTUNJIAN/		
DATE SIGNED:	01/26/2021		
Total Attachments: 59			
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EXECUTION

**OPERATING AGREEMENT
OF
SOFTALK COMMUNICATIONS LLC**

**OPERATING AGREEMENT
OF
SOFTALK COMMUNICATIONS LLC**

THIS AGREEMENT, made this 1st day of January, 2004 by and among Members of SOFTALK COMMUNICATIONS LLC who are signatories of this Agreement (the "Members").

W I T N E S S E T H :

WHEREAS, the Persons signing this Agreement desire to establish a limited liability company known as "SOFTALK COMMUNICATIONS LLC," pursuant to the New York Limited Liability Company Act and desire to establish their respective rights and obligations pursuant to said Act in connection with the formation of such limited liability company;

NOW, THEREFORE, in consideration of the premise and the terms hereinafter set forth, and for such other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledges, the parties represent, warrant, covenant and agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement (as defined below) and unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1.01. **ACPI.** Arista Communication Products Inc., a New York corporation.

1.02. **Act.** The New York State Limited Liability Company Act and all amendments thereto.

1.03. Additional Member. A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.

1.04. Admission Agreement. The agreement between an Additional Member and the Company which defines the terms of the Additional Member's membership in the Company.

1.05. Agreement. This Agreement, including all Admission Agreements and amendments adopted in accordance with this Agreement and the Act.

1.06. Arista. The group of shareholders and/or entities affiliated with ACPI, including but not limited to Arista Enterprises Inc., collectively or individually, as the case may be.

1.07. Articles - The Articles of Organization of the Company, as properly adopted and amended from time to time by the Members and filed with the New York State Secretary of State.

1.08. Assignee. A transferee of a Membership Interest who has not been admitted as a Substituted Member.

1.09. Business Day. Any day other than Saturday, Sunday or any legal holiday observed in the State of New York.

1.10. Capital Account. The account maintained for a Member or Assignee determined in accordance with Article VIII hereof.

1.11. Capital Contribution. Any contribution of Property, services or the obligation to contribute Property or services made by or on behalf of a Member or Assignee.

1.12. Code. The Internal Revenue Code of 1986, as amended from time to time.

1.13. Commitment. The Capital Contributions that a Member or Assignee is obligated to make, as required hereunder.

1.14. Company. Softalk Communications LLC, a limited liability company formed under the laws of the State of New York, and any successor limited

liability company.

1.15. Company Property. Any Property which is owned, now or in the future, by the Company.

1.16. Default Interest Rate. The then-current prime rate quoted by Citibank, N.A. at its principal lending office in the Borough of Manhattan, City and State of New York, as adjusted on an annual basis, plus six percent (6%), but not to exceed the highest rate allowed by law.

1.17. Disposition (Dispose). Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including, but not limited to, dispositions by operation of law).

1.18. Dissociation (Dissociate). Any action which causes a Person to cease being a Member as described in Article XIV hereof.

1.19. Dissolution Event. An event, the occurrence of which will result in the dissolution of the Company under Article XVI hereof, unless the Members agree to the contrary.

1.20. Distribution. A transfer of Property to a Member or Members on account of Membership Interest(s) as described in Article IX hereof.

1.21. Dynatec. Dynatec International, Inc., a Utah corporation, and parent company of Arnco Marketing, Inc., a California corporation ("Arnco"), and of Softalk.

1.22. Initial Capital Contribution. The Capital Contribution to be made by the Initial Members as described in Article VIII hereof.

1.23. Initial Members. Those Persons identified on Exhibit A attached hereto and made a part hereof by this reference who have executed the Agreement.

1.24. Management Right. The right of a Member to participate in the management of the Company, including the right to receive information and to

consent or approve the actions of the Company.

1.25. Member. A Person who or which executes a counterpart of this Agreement as a Member, a Substitute Member or an Additional Member and, unless the context expressly indicates to the contrary, Assignees, and whose name and address is set forth on Exhibit A, as amended from time to time.

1.26. Membership Interest. The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in the equity of the Company.

1.27. Money. Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

1.28. Person. An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of New York State.

1.29. Proceeding. Any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other person subject to the jurisdiction of such court, arbitrator, or governmental agency.

1.30. Profits or Losses. The amount for each Taxable Year, or other period equal to the Company's taxable income or loss for such Taxable Year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from Federal income tax, and not otherwise taken into account in computing Profit or Loss, shall

be added to such taxable income or loss; and

(b) Any expenditure of the Company described in Section 705(a)(2)(B) of the Code or treated as a Code Section 705(a)(2)(B) expenditure pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, as defined below, and not otherwise taken into account in computing Profit or Loss, shall be subtracted from such taxable income or loss.

1.31. Property. Any property, real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.32. Regulations. Except where the context indicates otherwise, the permanent, proposed and temporary regulations of the Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

1.33. Sale or Other Disposition. Liberally construed to include all types of transactions whereby the Company becomes entitled to consideration for any interest in or related to the Property outside of the ordinary course of business, such as, by way of illustration and not by way of limitation, the admission of a new Member as an investor, syndication or joint venture with respect to the Property or its development.

1.34. Softalk. Softalk, Inc., a Utah corporation which is a subsidiary of Dynatec.

1.35. Substitute Member. An Assignee who has been admitted to all of the rights of membership pursuant to this Agreement.

1.36. Taxable Year. The taxable year of the Company shall be the twelve months ending December 31.

1.37. Taxing Jurisdiction. Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's

share of the income or gain attributable to the Company.

ARTICLE II

FORMATION

2.01. Organization. The Members hereby agree to form a New York State limited liability company pursuant to the Act. All rights, obligations and liabilities of the Members, both as among themselves and as to persons not parties to this Agreement, shall be as provided in the Act, except as may be otherwise provided herein.

2.02. Agreement. It is the express intention of the Members that this Agreement shall be the sole source of agreement of the parties and, except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different than, the provision of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make such provision effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

2.03. Name. The name of the Company is Softtalk Communications LLC and all business of the Company shall be conducted under such name or under any other name, but in any case, only to the extent permitted by applicable law.

2.04. Term. The Company shall be dissolved and its affairs wound up in accordance with the Act and this Agreement on the 31st day of December,

2045, unless the term shall be extended by amendment to this Agreement or the Articles, unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement (the "Term").

2.05. Registered Agent and Office. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles. The Members may, from time to time, change the registered agent or office through appropriate filings with the New York State Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Members shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be.

2.06. Principal Office. The principal office of the Company shall be located at 125 Commerce Drive, Hauppauge, New York 11788, or such other address or addresses as the Members may designate (hereinafter referred to as the "Principal Office").

ARTICLE III

NATURE OF BUSINESS

3.01. Business Purpose. The Company may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III. Without limiting the generality of the foregoing, the Company may engage in the creation, development, production, marketing and sale of telephone products and accessories targeted to the contract stationer and contract stationer markets.

ARTICLE IV

ACCOUNTING AND RECORDS

4.01. Records to be Maintained. The Company shall maintain the following records at the Principal Office: (a) a current list of the full name (set forth in alphabetical order) and the last known mailing address of each Member, together with the contribution and share of profits and losses of each Member or information from which such share can be readily derived; (b) a copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or any amendment has been executed; (c) a copy of the Company's federal, foreign, state and local income tax or information returns and reports, if any, for the three (3) most recent fiscal years; (d) a copy of this Agreement, including all amendments thereto and any exhibits thereof; and (e) any financial statements of the Company for the three (3) most recent years.

ARTICLE V

NAMES AND ADDRESSES OF MEMBERS

5.01. Names and Addresses of Initial Members. The names and addresses of the Initial Members are as reflected on Exhibit A attached hereto and incorporated herein by reference.

5.02. Names and Addresses of Substitute Members, Additional Members and Assignees. The names and addresses of all Substitute Members, Additional Members and Assignees shall be added to Exhibit A attached hereto.

ARTICLE VI

RIGHTS AND DUTIES OF MEMBERS

6.01. Voting Rights. All Members (other than Assignees) who have not Dissociated shall be entitled to vote on any matter submitted to a vote of the Members (unless otherwise expressly stated herein).

6.02. Actions by Members. (a) Unless otherwise provided under this

Agreement, whenever any matter is required or allowed to be approved by the Members under the Act or this Agreement, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent of all of the Members entitled to vote thereon, either in writing or at a meeting of the Members.

(b) Assignees and, in the case of approvals to withdrawal where consent of the remaining Members is required, Members who are Dissociating themselves from the Company shall not be considered Members entitled to vote for the purpose of determining unanimity of the Members. In the case of a Member who has Disposed of his Membership Interest to an Assignee, but such Assignee has not yet been approved as a Substitute Member pursuant to Article XVI hereof, then such Disposing Member shall be entitled to vote on any matter requiring the vote of the Members as if such Disposition had not occurred.

6.03. Representations and Warranties. Each Member hereby represents and warrants to the Company and to each other Member that: (a) he has full power to execute and to agree to this Agreement and to perform the obligations hereunder; (b) the Member is acquiring his interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; (c) the interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements; and (d) in the case of a Person other than an individual, it is duly organized, validly existing, and in good standing under the laws of its state of its organization and is authorized to enter into this Agreement.

6.04. Conflicts of Interest. No Member shall be entitled to enter into transactions and business opportunities world-wide that may be considered to

be competitive with, or detrimental to, the Company and it is also expressly understood that none of the Members may enter into transactions that are similar to the transactions into which the Company, given the nature of its business, contemplates entering. Notwithstanding the foregoing, it is expressly acknowledged that Arista presently competes directly and indirectly with products and product lines to be marketed by the Company. It is expressly understood and agreed that all of Arista's present and future operations are and shall be exempt and excluded from the foregoing restrictions, and that no Member shall be in violation of this Section 6.04 as a result of the business of Arista; provided, however, that such exemption and exclusion does not apply with respect to Arista telephone accessory products that are sold through the contract stationer channel (other than such contract stationer customers of Arista existing on the date hereof), and further provided that Arista does not use any of the resources, good will, IPR or any other like assets of the Company to further its own financial gain or interests in any manner which would be detrimental to the Company.

A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to, and transact other business with, the Company. The rights and obligations of a Member who lends money to, or transacts business with, the Company are the same as those of a person who is not a Member, subject to other applicable laws. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction, if either the transaction is fair to the Company or a majority in interest of the disinterested Members, knowing the material facts of the transaction and the Member's interest therein, authorize, approve, or ratify the transaction.

6.05 Restrictive Covenants.

(a) ACPI agrees that it and its affiliates will not knowingly sell

any telecommunications accessory products to any of the Company's contract stationer customers.

(b) Each Member agrees that while it is a Member, neither the Member nor any of its principals shall, directly or indirectly, employ or solicit the employment or engagement by himself or others of any employees of the Company or Arista, or of any independent contractors or suppliers servicing the Company or Arista.

(c) Each Member agrees that for a period of twenty four (24) months immediately following the date on which such Member ceases to be a Member, neither the Member nor any of its principals shall, directly or indirectly, employ or solicit the employment or engagement by himself or others of any employees of the Company or any Member or affiliate of a Member, or of any independent contractors or suppliers servicing the Company, the Member, or affiliate of the Member.

(d) Each Member (other than ACPI, which is addressed in Subsection (a) above) agrees that while such Member is a Member, neither the Member nor any of its principals shall, directly or indirectly, for itself, or as an agent, employee or consultant of another person, firm or corporation, knowingly canvass or solicit business from any of the Company's or any Member's or affiliate of any Member's customers.

(e) Each Member agrees that for a period of twenty four (24) months immediately following the date on which such Member ceases to be a Member, neither the Member nor any of its principals shall, directly or indirectly, for itself, or as agent, employee or consultant of another person, firm or corporation, knowingly canvass or solicit business from any of the Company's or any Member's or affiliate of any Member's customers, except for the product lines which are not in said Member's business (by way of example, but not limitation, (i) staplers could be sold by Dynatec to Arista customers

or the Company's customers in the event that Arista and the Company do not sell staplers; and (ii) Arista may sell flashlights to Dynatec customers (since Arista is presently developing flashlight products) even though Dynatec sells flashlights).

(f) Notwithstanding anything contained in this Section 6.05 to the contrary, if the restrictions specified under this Section 6.05 hereof should be determined to be unreasonable in any judicial proceeding, then the period of time, scope and area of the restriction shall be reduced so that this Agreement may be enforced in such area, scope and during such period of time as shall be determined to be reasonable.

(g) The existence of any claim or cause of action by a Member or its principals against the Company shall not constitute a defense to the enforcement by the Company of the covenants contained in this section, but such claim or cause of action shall be litigated separately.

(h) Notwithstanding the foregoing, it is expressly acknowledged that Arista presently competes directly with products and product lines to be marketed by the Company. It is expressly understood and agreed that (i) all of Arista's present and future operations (excluding ACPI) are and shall be exempt and excluded from all of the foregoing restrictions (except for 6.05 (a) above, which shall also apply to Arista), and (ii) no Member or its principals shall be in violation of this Section 6.05 as a result of the business of Arista (except for 6.05 (a) above, which shall also apply to Arista), and (iii) Arista may introduce new products and sell them to contract stationers, and (iv) Arista may acquire or joint venture with other businesses that are involved in the contract stationer business; provided, however, that such exemption and exclusion does not apply with respect to Arista telephone accessory products that are sold to the Company's contract stationer customers (other than such contract stationer customers of Arista

existing on the date hereof).

(i) The Members and their respective principals agree that, for the benefit of the Members and their respective principals, the restrictive covenants set forth above survive any dissolution or termination of the Company.

ARTICLE VII

MANAGEMENT OF THE COMPANY

7.01. **Management Committee** - (a) For purposes of this Agreement, the ordinary and usual decisions concerning the business affairs of the Company shall be made by the Management Committee, which shall consist of five individuals, two of whom shall be appointed by Dynatec and three of whom shall be appointed by ACPI (each of ACPI and Dynatec may change its respective designees at any time in its sole discretion by written notice to the other Members). The initial members of the Management Committee are Alan Leifer, Richard Leifer and Robert Leifer (designated by ACPI), and Frederick W. Volcansek Sr. and Reed Newbold (designated by Dynatec). In the event that a member of the Management Committee is an employee of the Company, and such employment is terminated for any reason, then such member shall be deemed to have resigned as a member of the Management Committee effective the date of termination of his employment, and such position on the Management Committee shall be filled by a designee of the Member which designated the resigned member. Dynatec's designation of its members to the Management Committee shall be made either by resolution duly adopted by Dynatec's board of directors, or by written notice of such designation from Dynatec's Chief Executive Officer, or any person acting in such capacity. The Management Committee shall meet no less than quarterly, and such meetings shall be held at the Company's offices unless otherwise agreed by a majority of Management

Committee Members. Members of the Management Committee may attend such meetings either in person, by video conferencing or by telephone conferencing. For any action to be authorized, there must be in attendance at the meeting no less than a majority of Management Committee members. At any meeting of the Management Committee, except as otherwise expressly required by law, a majority of the members of the Committee (which majority must include at least one of the Dynatec designees, who will use their best efforts to attend) shall constitute a quorum for the transaction of any business; provided, however, that in the event a Dynatec designee does not attend a meeting that has been noticed as provided herein, then for the subsequent meeting, a majority of members of the Committee (whether or not it includes a Dynatec designee) shall constitute a quorum. In the absence of a quorum, the members present may adjourn any meeting. When a quorum is once present to organize a meeting, the quorum is not broken by the subsequent withdrawal of any members. A meeting may be called by any member of the Committee upon no less than ten days prior notice to each of ACPI and Dynatec. At each such meeting, a member of the Management Committee will be elected secretary of the meeting and will keep minutes of such meeting for the Company's records. Actions of the Management Committee may also be taken by written consent of such members of the Management Committee whose number and composition would be sufficient to authorize such action at a meeting.

(b) Each member of the Management Committee in connection with his services for the Company in that capacity shall be indemnified and held harmless by the Company, including advancement of expenses, but only to the extent that the assets of the Company are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any management of the affairs of the Company, but excluding those caused by the gross negligence or willful misconduct of such member of the Management Committee,

subject to all limitations and requirements imposed by the Act. These indemnification rights are in addition to any rights that the Management Committee may have against third parties.

7.02. Officers - (a) The Management Committee may, from time to time, designate one or more persons to be officers of the Company. Any officers so designated shall have such authority and perform such duties as the Management Committee may, from time to time, delegate to them. The Management Committee may assign titles to particular officers. Those persons chosen as officers shall be set forth on Schedule 7.02(a) annexed hereto. The Management Committee shall delegate, from time to time in its discretion, to each such officer the authority, routine duties and responsibilities as the Management Committee sees fit, provided that the Management Committee shall have no authority to delegate to any such officer or individual any power or authority to bind the Company to any action or transaction outside of the ordinary course of business which action or transaction was not expressly authorized by the Management Committee. Each officer shall hold office until the earliest to occur of the following: (i) his successor shall be duly designated and shall qualify, (ii) his death, (iii) his resignation, (iv) his removal in the manner provided in Section 7.02(b) below or (v) pursuant to his Employment or Consulting Agreement, if any. Any number of offices may be held by the same person. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the vote of eighty (80%) percent of the Management Committee.

(b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, ten (10) days after its receipt by the Management Committee. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Except as may be

set forth in a written employment agreement with the Company, any officer may be removed from his office, either with or without cause, by the Management Committee (which vote will include the vote of the officer who is the subject of the vote, if he is a member of the Management Committee) whenever in its judgment the best interests of the Company would be served thereby, immediately upon written notice to the officer to be removed, in which case such officer shall be entitled to receive the compensation, if any, due or to become due to him up to the date of his removal from office. Any vacancy occurring in any office of the Company may be filled by the Management Committee by a majority vote excluding the officer who resigned if he is a member of the Management Committee.

(c) The officers of the Company shall be indemnified and held harmless by the Company, including advancement of expenses, but only to the extent that the assets of the Company are sufficient therefor, from and against all claims, liabilities, and expenses arising out of any management of the affairs of the Company, but excluding those caused by the gross negligence or willful misconduct of the officers, subject to all limitations and requirements imposed by the Act. These indemnification rights are in addition to any rights that the officer may have against third parties.

7.03. Authority of Management Committee to Bind the Company. The Members hereby agree that, unless otherwise provided herein, the Management Committee, by a majority vote of its members, shall have the authority to bind the Company and the Members, and have the power on behalf of the Company to do all things necessary or convenient to carry out the business and affairs of the Company, including, but not limited to:

(a) the institution, prosecution and defense of any Proceeding in the Company's name;

(b) the purchase, receipt, lease or other acquisition, ownership,

holding, improvement, use and other dealings with, the Company Property, wherever located;

(c) the Sale or Other Disposition, conveyance, mortgage, pledge, lease and exchange of the Company Property in the ordinary course of business;

(d) the entering into contracts and guaranties; the incurrence of liabilities, the borrowing of Money, the issuance of notes, bonds, and other obligations, and the securing of any of the Company's obligations by mortgage or pledge of any Company Property or income;

(e) the lending of Money, the investment and reinvestment of the Company's funds, and the receipt and holding of Company Property as security for repayment;

(f) the conducting of the Company's business, the establishment of the Company's offices, and the exercise of the powers of the Company within or without the State of New York;

(g) the appointment and termination of officers, employees and agents of the Company, the defining of their duties, the establishment of their compensation;

(h) the payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;

(i) the payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;

(j) the purchase of insurance on the life of any of its Members or employees naming of the Company as beneficiary;

(k) the participation in partnership agreements, joint ventures, or other associations of any kind with any Person or Persons;

(l) the indemnification of Members or any other Person affiliated with or providing services to the Company; and

(m) admission of substitute members (but any leaving Member or its representative on the Management Committee will not have a vote in this decision).

Notwithstanding the foregoing, the following actions of the Management Committee will require an eighty percent (80%) vote of the members of the Management Committee:

(AA) apply any property or assets of the Company to purchase, acquire, redeem or retire any interest in the Company or to retire any other obligation of the Company to any Member (except that only a majority vote is need with respect to repayment of any debt of the Company to Arista and/or ACPI);

(BB) amend or change the Company's Articles of Organization, dissolve or liquidate the Company, create any subsidiary or parent of the Company, merge or consolidate the Company with or into any other Person or become an affiliate of any other Person or group of Persons, or enter into any business combination with any other Person;

(CC) sell, lease, transfer or otherwise dispose of all or substantially all of the Company's assets;

(DD) increase or decrease the authorized number of members of the Management Committee except as provided in this Operating Agreement;

(EE) purchase or acquire any other corporation, company, partnership, concern, business, property or asset except for property or assets purchased or acquired and required by the Company in the ordinary

course of its business;

(FF) make any significant change in the character of the business of the Company or undertake any material new ventures or transactions not incidental or related to the operation of the Company;

(GG) agree to the sale of all of the Members' Membership Interest in the Company to a bona fide third party, in which event each Member agrees to sell his Membership Interest pursuant thereto;

(HH) the making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes; and

(II) authorize the Company to enter new lines of business or new fields of endeavor.

7.04. Compensation of Management Committee - The Company shall reimburse the Persons serving on the Management Committee for all reasonable, necessary and customary expenses incurred by them in connection with managing the business of the Company, upon the presentation by such Persons to the Company of written documentation for such expenses. Additionally, the members of the Management Committee will be paid such compensation as is reasonably determined by the Management Committee, which compensation may be accrued and deferred if the cash flow of the Company requires it.

7.05. Members' Standard of Care - The Management Committee's duty of care in the discharge of the management of the Company and to the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of the law.

In discharging its duties, the Management Committee shall be fully protected in relying in good faith upon the records required to be maintained under Article IV hereof and upon such information, opinions, reports or statements by any Member, officer, employee or agent, or by any other Person, as to

matters the Management Committee reasonably believe are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including, but not limited to, information, opinion, reports or statements as to the value and amount of the assets, liabilities, Profits or Losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to Members might properly be paid.

7.6. Management Contract.

The Company shall enter into an agreement with ACPI, which agreement may be assigned by ACPI without consent to any other Arista affiliated entity, for certain management services, for which ACPI will receive a management fee, to be paid monthly, equal to 5% of the gross revenues of the Company.

Furthermore, an additional and separate management fee will be negotiated between ACPI and the Company in connection with any future acquisitions, joint ventures and/or other significant business ventures by the Company for which ACPI's involvement is either required or requested by the Company, provided that any such additional management fee shall be subject to the unanimous approval of the Management Committee.

ACPI's responsibilities pursuant to the management agreement shall include management of day-to-day operations, including shipping, receiving, warehousing, computer systems, order entry, assisting in arranging financing for the Company's operations, in-house artwork production (excluding costs of external resources), assisting with sales activities, sales quotes and inventory purchasing. Decisions regarding sales quotes, purchase orders and artwork shall be approved by the Management Committee. Because it is included as part of the management fee, the Company shall not be charged separately for (i) labor involved in warehousing or distribution (when

supplied by ACPI), (ii) cost of warehouse space, (iii) computer system (except cost of modem line and computer), (iv) order entry (including EDI other than variable costs associated with orders), (v) collection of accounts receivable (except for collections by outside collection agencies), (vi) processing of accounts payable, and (vii) in-house artwork. ACPI will use commercially reasonable efforts to implement and enforce quality control standards for all manufacturing and packaging of the Company's products. The management fee does not include costs incurred in the manufacturing and packaging processes (including without limitation direct labor, rent, overhead and materials). Said agreement will be for an initial term of five (5) years which, and, for so long as ACPI is a Member, shall be renewed following review and upon mutual consent of ACPI and the Company, for subsequent three-year periods. ACPI may terminate said agreement at any time upon ninety (90) day's written notice in the event of a material adverse circumstance affecting ACPI or Arista (by way of illustration and not by way of limitation, a material adverse circumstance would include if either ACPI or Arista lost a major customer or ceased business operations).

ARTICLE VIII

CONTRIBUTIONS, CAPITAL ACCOUNTS, DYNATEC REPRESENTATIONS

8.01. **Initial Capital Contributions.** (a) Each Initial Member shall make the Capital Contribution described for that Member on Exhibit B, at the time and on the terms specified thereon, and shall perform that Member's Commitment. If no time period for the Member's Capital Contribution is specified, the Capital Contributions shall be made upon the execution of this Agreement. The value of the Capital Contributions shall be as set forth on Exhibit B. Said Capital Contributions shall be free and clear of any mortgage, lien, pledge, charge, security interest, claim, equity,

encumbrance, exception, restriction, reservation, condition, limitation or interest of any kind or nature whatsoever, or any similar right (collectively "Liens"); an asset shall also be deemed subject to a Lien if such asset is subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other similar title retention agreement relating to such asset. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution, except as provided in this Agreement. Each Additional Member shall make the Initial Capital Contribution described in the Admission Agreement. The value of the Additional Member's Initial Capital Contribution and the time for making such contribution shall be set forth in the Admission Agreement.

8.02. Additional Capital Contributions. Additional Capital Contributions may be required only by a unanimous vote of the Management Committee, provided that no Member shall be required to contribute any additional Money or Property in excess of his pro rata share of such Additional Capital Contributions. No Member or principal of any Member shall be required to give a personal guarantee, even if such personal guarantee would allow for a substantially lower lending rate to the Company from a financial institution.

8.03. Enforcement of Commitments. (a) In the event that any Member fails to perform his Commitment, thereby becoming a "Delinquent Member," notice of his failure to meet the Commitment shall be given to the Delinquent Member. If the Delinquent Member fails to perform the Commitment (including any costs associated with the failure to demand compliance with the Commitment and interest on such obligation at the Default Interest Rate) within ten (10) Business Days of the giving of such notice, then the Delinquent Member shall be deemed to have offered to sell his entire

Membership Interest to the Company, and then to the other Members, all as provided in Sections 13.02(b), (c) and (d) hereof. The terms of the offer, the acceptance of such offer and the resulting sale shall be pursuant to Section 13.04 below, except that the term of the Note provided in Section 13.04(b) shall be ten (10) years, and the Purchase Price shall be as set forth in Section 13.05 below, except that it will be calculated at the lower of book value or fair market value and any amount owed by such defaulting Member to the Company will be offset from such Purchase Price. Notwithstanding the foregoing, no Commitment or other obligation to make an additional contribution may be enforced by a creditor of the Company (other than a Member) unless the Member expressly consents to such enforcement or to the assignment of the obligation to such creditor.

(b) In the event any of the Members and/or their principals and/or affiliates have provided guarantees of the Company's obligations, and payment has been made by such Members and/or their principals and/or affiliates pursuant to such guarantees, then, to the extent any such Member or principal or affiliate has paid more than his pro rata share of such obligations, the other Members and their principals agree to promptly pay to such Member and/or principal and/or affiliate such amount of money so that each Member and/or principal has paid his pro-rata share of such obligation. Such prompt payment is deemed to be a Commitment by each such Member and principal.

(c) The remedies and options set forth above are in addition to any and all other remedies available to the Company and the other Members, including without limitation specific performance. In addition to the amount of the defaulted Commitment, the enforcing Members and/or principals and/or affiliates shall be entitled to legal fees, court costs and other costs of enforcement.

8.04. Maintenance of Capital Accounts. The Company shall establish and maintain Capital Accounts for each Member and Assignee. Each Member's Capital Account shall be increased by (i) the amount of any Money actually contributed by the Member to the capital of the Company, (ii) the fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such Company Property, within the meaning of Section 752 of the Code), and (iii) the Member's share of undistributed Profits and of any separately allocated items of income or gain, except adjustments pursuant to the Code (including, but not limited to, any gain and income from unrealized income with respect to accounts receivable allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each Member's Capital Account shall be decreased by (i) the amount of any Money distributed to the Member by the Company, (ii) the fair market value of any Company Property distributed to the Member (net of liabilities of the Company assumed by the Member or subject to which the Member takes such Company Property within the meaning of Section 752 of the Code), and (iii) the Member's share of Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member).

8.05. Distribution of Assets. If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined under Article IX below) of the Profits or Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their

distribution.

8.06. Sale or Exchange of Interest. In the event of a sale or exchange of some or all of a Member's Membership Interest in the Company, the Capital Account of such transferring Member shall become the capital account of the Assignee, to the extent it relates to the portion of the Membership Interest being transferred. However, an Assignee's rights to any Distributions on liquidation, or otherwise, pursuant to Article IX, shall be subordinate to the rights of all Members.

8.07. Compliance with Section 704(b) of the Code. The provisions of this Article VIII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and if necessary, modified to cause the allocations of Profits, Losses, income, gain and credit pursuant to Article IX, to have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the Distributions made pursuant to Articles IX and XIV and the Capital contributions made pursuant to this Article VIII. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation or to otherwise personally obligate any Member to make a Capital Contribution in excess of the contribution discussed in Section 8.01 above, except for capital calls as may be required pursuant to Section 8.02 above.

8.08. Representations and Warranties of, and Indemnification by, Dynatec. Dynatec (which, for the purposes of this Section 8.08 shall mean, collectively, Dynatec and its affiliates), hereby jointly and severally represents and warrants to the Company that:

(a) all of the Property comprising the Capital Contribution of Dynatec the ("Dynatec Assets") is set forth on Schedule 8.08(a) hereto (which Schedule includes a list of all of the liabilities being assumed by the Company), and is now, and shall be when transferred to the Company, owned

fully and exclusively by Dynatec, free and clear of any mortgage, lien, pledge, charge, security interest, claim, equity, encumbrance, exception, restriction, reservation, condition, limitation or interest of any kind or nature whatsoever, or any similar right (collectively "Liens"). An asset shall also be deemed subject to a Lien if such asset is subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other similar title retention agreement relating to such asset;

(b) Dynatec is a corporation duly organized, validly existing, and in good standing under the laws of the State of Utah, and is duly qualified to do business and in good standing as a foreign corporation in all other jurisdictions in which it is required to be qualified;

(c) Softtalk is a subsidiary corporation of Dynatec which is a duly organized corporation, valid existing, and in good standing under the laws of the State of Utah and it is duly qualified to do business and in good standing as a foreign corporation in all other jurisdictions in which it is required to be qualified.

(d) Arnco is a subsidiary of Softtalk and is a corporation duly organized, validly existing, and in good standing under the laws of the State of California, and is duly qualified to do business and in good standing as a foreign corporation in all other jurisdictions in which it is required to be qualified;

(e) The execution and delivery of this Agreement by Dynatec and the consummation of the transactions contemplated hereby have been duly authorized by Dynatec's Board of Directors. Assuming that Dynatec's filing for bankruptcy protection voids the need for a shareholder vote pursuant to Utah corporate law in connection with the transfer of a material portion of its assets (i.e. the contribution of Dynatec's assets to the Company) (without concluding whether or not such vote would have otherwise been

required), all actions or approvals on the part of Dynatec's shareholders required to consummate the transactions contemplated hereby have been obtained. This Agreement, upon its execution and delivery, will represent the valid and binding obligation of Dynatec enforceable in accordance with its terms. Assuming as aforesaid, no other corporate action on the part of Dynatec is required in connection with its execution, delivery and performance of this Agreement;

(f) The execution and delivery of this Agreement by Dynatec and the consummation of the transactions contemplated hereby do not, and will not, result in a breach or violation by Dynatec of, or constitute a default by it under, or create or result in the imposition of any Lien, security, interest, mortgage or other encumbrance against any of Dynatec's assets under, or conflict with any judgment, decree, order, governmental permit or license, agreement, indenture, instrument, statute, rule or regulation to which it is a party or by which it is bound or to which any of Dynatec's assets is subject and will not conflict with the Articles of Incorporation or Bylaws of Dynatec. The execution and delivery of this Agreement by Dynatec and the consummation of the transactions contemplated hereby do not, and will not require the consent or approval of any person or entity to whom Dynatec or any of its assets is subject or obligated in any manner. After the consummation of the transactions contemplated hereby, the Company will be able to carry on the business, and sell the products, related to the assets in the same manner that Dynatec carried on the business and sold such products prior to the consummation thereof;

(g) Dynatec hereby jointly and severally agrees to indemnify, defend and hold harmless the Company, its Members, Substitute Members, Assigns, Additional Members, officers, controlling persons, affiliates, agents, attorneys and legal representatives from and against any losses, claims,

damages or liabilities (or actions in respect thereof) related to or arising out of (i) the breach of any of the representations or warranties set forth above and/or (ii) any claim or action by or on behalf of any shareholder of Dynatec, or by or on behalf of any third party, against Dynatec or the Company based upon (x) the contribution by Dynatec to the Company in connection with Dynatec's obtaining a Membership Interest and/or (y) the operations of Dynatec and/or the use by Dynatec and/or the Company of the patents, trademarks and other rights related to the Twisstop, Softalk, Mini-Softalk and related products and/or (iii) any liability or obligation of Dynatec (including, without limitation, liability for payment for Dynatec pages printed in catalogues (e.g. Corporate Express catalogue pages) prior to the date hereof and/or related to STC). Additionally, Dynatec will reimburse the Company and any other party entitled to be indemnified hereunder for all expenses (including reasonable attorneys fees) as they are incurred by the Company or any such other indemnified party in connection with investigating, preparing or defending any such action or claim and in connection with any loss or damages resulting from any such action or claim. To the extent such indemnification is outstanding, the Company may offset such amount owed against any distributions otherwise distributable to Dynatec. As security for and in addition to, and not in lieu of, any right or remedy otherwise available to the Company, the Company shall have a first and priority security interest in the Membership Interests of Dynatec which are hereby granted by Dynatec.

(h) Dynatec does not have, nor will it file, a Cause of Action, as defined in Dynatec's Plan of Reorganization, as filed with the United States Bankruptcy Court for the District of Utah, against Arista, nor does it have nor will it file any avoidance action against the Company or Arista.

ARTICLE IX

ALLOCATIONS AND DISTRIBUTIONS

9.01. Allocations of Profits and Losses from Operations. Except as may be subject to Section 9.02 of this Article IX, after any employment-related compensation has been paid, Profits, Losses and other items of income, gain, deduction and credit shall be apportioned among the Members in accordance with the distribution percentages set forth in Exhibit D attached hereto.

9.02. Other Distributions. From time to time, the Management Committee shall determine to what extent, if any, the Company's cash on hand exceeds the Company's current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, such excess will be distributed to the Members in the proportion set forth in Section 9.01 above. Until such time as the Management Committee determines to make Distributions to the Members, all Profits of the Company shall be, or be deemed to have been, loaned back to the Company by each of the Members. Notwithstanding the foregoing, the Company will distribute (i) first, quarterly to each of its Members an amount of money equivalent to the amount of tax liability of such Member (or its ultimate tax-paying principal, if taxed on a pass-through basis) from the profits of the Company allocated to such Member, calculated using the highest applicable tax rate or at such other rate as determined by the Management Committee in its sole discretion; and (ii) second, quarterly an amount equal to the gross pre-tax profit of the Company less any amount the Management Committee believes needs to be retained by the Company for its operations, provided, however, the Company shall so distribute (but only for so long as Dynatec is paying its creditors pursuant to its plan of bankruptcy) \$9,000 to Dynatec (which term, for the

purposes of this Article IX, shall be defined as in Section 8.08 above) (the "Creditor Minimum Distribution") each quarter (which Dynatec will use to pay its creditors pursuant to its plan of bankruptcy), followed by a proportionate distribution of \$13,500 to ACPI (the "Corresponding Distribution"), and then the balance of any distributions, if any, (as well with respect to any distributions made after Dynatec is no longer paying its creditors pursuant to its plan of bankruptcy) on a pro rata basis to its Members. Notwithstanding anything to the contrary contained herein, in the event that the Company has a stub year accounting period, and a Member is allocated profit in respect of such stub year for which such Member has not received the cash in connection therewith, then such Member will receive distributions in an amount equal to such allocated profit prior to any pro rata distribution that would otherwise be made to the Members. In The event that, in any year, the Creditor Minimum Distribution (as set forth in Subsection (ii) above) is made but Corresponding Distribution is not made, then no further distributions will be made to Dynatec until such Corresponding Distribution to ACPI (or the shortfall in respect thereof) is made.

9.03. Limitations on Distributions. No Distribution shall be declared or paid unless, after the Distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts. Notwithstanding the foregoing, no Distribution shall be made while any loan to the Company from any Member (or principal or affiliate of any Member) is outstanding or the Company is in default upon any written agreement with any Member (or any principal or affiliate of any Member). Furthermore, notwithstanding any other provision of this Article IX, the Company will not make a distribution if it will cause the ratio of accounts receivable to debt to be less than 2:1 (after taking a

reserve for customer charges, such as allowances, advertising, discounts, rebates and the like) or if the ratio is already less than 2:1 prior to any such proposed distribution. Other than with respect to distributions in respect of flow-through tax liabilities, no distributions will be made by the Company if the Company is not then current in its payments in respect of its liabilities to third parties.

9.04 Priority Payments. Notwithstanding anything else in this Agreement to the contrary, and in partial consideration of Softalk LLC agreeing to terminate the Distribution Agreement (as defined below), (a) before any distributions of any kind (including Initial Distributions) are made, the Company will reimburse Softalk LLC a pro rata amount (based on time) of the prepayment by Softalk LLC of contract stationer catalogue pages for the proportion of the prepayment period after Softalk becomes a Member of the Company; and (b) priority payments will be made to Softalk LLC before any distributions are made to the Members after the payment of Initial Distributions (as defined below), which priority payments will be as follows: an amount equal to the costs incurred by Softalk LLC for the benefit of the Company (as set forth on Schedule 9.04 hereto); provided, however, that the Company may offset against such priority payments a pro rata amount (based on volume rebates applicable to each company within that quarter) of volume rebates paid by the Company in respect of the first calendar quarter in which the Company operates the Softalk business. In addition, Dynatec hereby authorizes and directs the Company to pay to ACPI out of distributions due to Dynatec (from distributions after the Initial Distributions, except that in the event such amounts are not fully repaid by June 30, 2004, then from all distributions due to Dynatec) an amount equal to (x) any and all offsets available and/or due to Softalk LLC under the Distribution Agreement among, inter alia, Softalk LLC and Softalk, dated September 17, 2001 (the

"Distribution Agreement"), which offsets are still outstanding at the time of any proposed distribution hereunder; plus (y) an amount equal to any and all monies otherwise owed to Softalk LLC from Softalk or any of its affiliates under the Distribution Agreement; plus (z) any and all amounts of discounts taken by customers from invoices due to Softalk LLC (including without limitation those taken in respect of unpaid ads or rebates) relating to periods prior to October 5, 2001 (collectively, the "Distribution Amounts"). Furthermore, Dynatec hereby authorizes and directs the Company to pay to the Company out of distributions due to Dynatec (from distributions after the Initial Distributions) an amount equal to any and all amounts of discounts taken by customers from invoices due to the Company (including without limitation those taken in respect of unpaid ads or rebates) and/or any other liabilities assumed and/or paid by the Company and/or Softalk LLC relating to periods prior to October 5, 2001. The Company and Softalk agree that the liability of Dynatec to Softalk LLC, as stated above, shall survive the termination of the Distribution Agreement. Initial Distributions shall mean such distributions to Dynatec (at the same time as the corresponding distributions to ACPI as set forth in Section 9.02 above) in an amount equal to (i) Creditor Minimum Distribution plus (ii) \$15,000.00 per quarter for the first four quarters and then \$6,250.00 per quarter thereafter (except that in the event that the outstanding Distribution Amounts exceed \$150,000 (or, if any of the Distribution Amounts are still outstanding after December 31, 2005, at all times thereafter until all such Distribution Amounts are fully paid), then the Initial Distributions shall mean only the Creditor Minimum Distribution pursuant to (i) immediately above). Additionally, the Company and the Members hereby agree that \$90,000 loan by ACPI to the Company shall be used to pay the liability to O'Connor, Wright and Wyman; which loan shall be repaid to ACPI in quarterly installments pursuant to a three (3) year

amortization with interest at prime plus 2%. Nothing in this Article IX should be construed to interfere or alter the obligation of the Company to repay, in accordance with its terms, any loans provided by any Member (or principal or affiliate of any Member) to the Company.

ARTICLE X

TAXES

10.01. Elections. Upon the unanimous consent of the Members, the Members may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

10.02. Taxes of Taxing Jurisdictions. To the extent that the laws of any Taxing Jurisdiction require, each Member requested to do so will submit an agreement indicating that such Member will make timely income tax payments to the Taxing Jurisdiction and that such Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to such Member's income, and interest and penalties assessed on such income taxes. If such Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of any tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Article IX. The Members may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid.

10.03. Tax Matters Partner. The Members shall designate one Member as the "tax matters partner" of the Company as that term is defined in Section 6231(a)(7) of the Code. Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of Section 6223 of the Code. Any Member who is designated tax matters partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the majority in interest of the Members.

ARTICLE XI

LIABILITIES OF MEMBERS

11.01. Liabilities of Members. (a) The Members (and their affiliates) are separate and distinct entities from the Company, and no Member (or affiliate of such Member) shall have personal liability with respect to liabilities and obligations of the Company, unless such Member (or affiliate) agrees to assume, in writing, such liability. No Member shall be required to make any contributions to the capital of the Company except as required by Article VIII above and by Article XV below.

(b) The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members (or their affiliates) for liabilities of the Company.

ARTICLE XII

BANK ACCOUNTS, FISCAL YEAR, BOOKS AND INSPECTION

12.01. Books of Account. (a) The Management Committee shall cause to be kept, at the Principal Office of the Company or at such other location as

the Management Committee shall designate, full and proper journals, ledgers and other books of account, together with such other records as may be appropriate to reflect the business and financial activities of the Company.

(b) All decisions as to accounting principles, whether for the Company's books or for income tax purposes (and such decisions may be different for each such purpose) and all elections available to the Company under applicable tax law, shall be made by the Management Committee, after meeting with the Company's accountants who shall advise the Members as to the best method in which the Company should report its annual activity, subject to the provisions of this Agreement and applicable law. The Members shall cause the Company to timely file all federal, state and local income and other tax returns and shall send each Member a Schedule K-1.

12.02. Inspection. The Members shall have the right to inspect the books and records of the Company at the place where they are maintained. Each Member and/or its authorized representative shall have the right, upon two (2) days' prior written notice, to inspect, during regular business hours, the books and records of the Company at the place where they are maintained, and to copy such books and records, at such Member's sole cost and expense and subject to usual and customary reasonable confidentiality provisions. At the end of each Fiscal Year, as defined in Section 13.04 below, each Member shall receive a copy of the Company's financial statements and the Company shall cause a review of same to be conducted by an independent certified public accountant. Each Member shall receive a copy of the results of such review. The Company will provide its Members with raw financial data prepared in accordance with generally accepted accounting principles for each fiscal quarter (within thirty days of the end of each such quarter) and for each fiscal year (within forty five days of the end of each such fiscal year).

12.03. Bank Accounts. The funds of the Company shall be deposited in the name of the Company in such bank account or accounts as shall be designated by the Management Committee. The signatures which shall be required for any Company check shall be as determined by the Management Committee. All deposits (including security deposits and other funds not needed in the operation of the business) shall be deposited or invested, to the extent practicable, in either interest bearing accounts, certificates of deposit, bankers' acceptance of regulated banking institutions, short term obligations of the United States Government or its agencies or high grade state or municipal obligations maturing within one (1) year.

12.04. Fiscal Year. All books and records of the Company shall be kept on the basis of an annual accounting period ending December 31st of each year, except for the final accounting period after the Company shall have wound up, which shall end on the date of termination of the Company. All references herein to "Fiscal Year", "taxable year" or "Taxable Year" are to such an annual accounting period, whether it shall consist of twelve (12) months or less.

ARTICLE XIII

DISPOSITION OF MEMBERSHIP INTERESTS

13.01. General. Except as set forth in this Agreement, no Member shall Dispose of any portion of his Membership Interest.

13.02. Restriction on the Disposition of a Membership Interest During a Member's Lifetime. (a) No Member may Dispose of his Membership Interest prior to one year from the date hereof.

(b) Subject to Section 13.08, a Member desiring to Dispose of his Membership Interest (the "Selling Member") during his lifetime must, prior to any such Disposition, obtain the written consent of all of the other Members

(the "Non-Selling Members").

(c) In the absence of such consent, the Member receiving a bona fide offer from an independent third party (the "Outside Party") to Dispose of his Membership Interest to the Outside Party shall give to the Company and the Non-Selling Members written notice of such offer (the "Notice") providing detail of the terms and conditions of the offer and the identity of the Outside Party. Subject to the provisions of Section 13.08 below, the Selling Member who intends to Dispose of his Membership Interest must Dispose of his entire Membership Interest.

(d) Upon the terms and conditions provided for herein, the Non-Selling Members shall have the right to purchase the Selling Member's Membership Interest (the "Members' Right"). Such Membership Interest shall be acquired on a pro rata basis commensurate with the Non-Selling Members' respective Membership Interests in the Company, upon the terms and conditions provided for herein. The Members' Right may be exercised by the Non-Selling Members giving written notice to the Selling Member and to the Company within thirty (30) days of the Non-Selling Members' receipt of the notice required by Section 13.02(c) above. If less than all of the Non-Selling Members elect to purchase the Membership Interest, then all of the Selling Members' Membership Interest shall be offered to those Non-Selling Members who have elected to purchase in the proportion that each electing Non-Selling Member's Membership Interest bears to all of the electing Non-Selling Members' Membership Interests in the Company.

(e) In the event that any portion of the Selling Member's Membership Interest is not being purchased by the Non-Selling Members pursuant to Section 13.02(d) above, then the Company shall have the right to purchase that portion of the Membership Interest of the Selling Member which is not being purchased by the Non-Selling Members (the "Company's Right").

The Selling Member shall not participate, in any capacity, in the Company's decision to exercise the Company's Right under this or any other section in this Agreement. The Company's Right may be exercised by the Company giving written notice to the Selling Member and to the Non-Selling Members within fifteen (15) days of the waiver or the expiration of the Members' Right, whichever is earlier.

(f) In the event that neither the Non-Selling Members nor the Company, separately or together, elects to purchase all of the Selling Member's Membership Interest in the manner set forth in Sections 13.02(d) and (e) above, then the Selling Member thereafter may Dispose of all, but not less than all, of his Membership Interest to the Outside Party on the same terms and conditions as in the Notice; provided, however, that no sale of any Membership Interest to an Outside Party shall be consummated until and unless the Outside Party agrees to be bound by and subject to this Agreement to the fullest extent possible and delivers such consents and other documents as may be necessary, in the opinion of counsel to the Company, for the Outside Party to become so bound and subject. If the Selling Member fails to transfer his Membership Interest to the Outside Party within sixty (60) days following the expiration of the date upon which such Selling Member is permitted to sell to such Outside Party, such Membership Interest shall again become subject to the restrictions of this Agreement.

(g) Unless expressly consented to by all of the Non-Selling Members, no transfer of a Member's Membership Interest shall in any way alter or diminish the Selling Member's obligation with respect to any then outstanding personal guarantees to or on behalf of the Company, unpaid advances required to be made, loans to be repaid pursuant to the terms of this Agreement and/or other obligations to the Company.

(h) The purchase price for the Membership Interest being sold

under Sections 13.02(d)-(f) above, the manner of payment thereof and the delivery of the Membership Interest shall be as set forth in the Notice (subject to Section 13.05 below).

13.03. Transfer to an Affiliate. Notwithstanding anything to the contrary contained in this Agreement, a Member may transfer any and all of its Membership Interest in the Company to other Members, or to any affiliate, without consent, provided such transferee agrees in writing to hold such Membership Interest pursuant to this Agreement and the terms and conditions hereof, at which time such transferee will automatically become a Member. Such transferees will be Substitute Members and will retain the right to appoint, in the aggregate, its respective number of designees on the Management Committee.

13.04. Closing. In the event the purchaser of any Membership Interest is any or all of the Non-Selling Members or the Company, then the closing shall be held at the Principal Office of the Company, at a meeting of the Members, on the date which is thirty (30) days after the exercise of the Members' Right or the Company's Right, whichever is exercised last or pursuant to the Offering Notice, as appropriate.

13.05. Purchase Price and Manner of Payment. (a) For all purposes of this Agreement, the purchase price of a Member's Membership Interest shall be determined by the following formula: (i) the price offered by a bona fide offeree (if sold pursuant to Section 13.02 (d) and/or (e) above) or (ii) the greater of (X) the book value of the Company (determined by the Company's accountants in accordance with generally accepted accounting principles which reflect minimal, if any, value for the Company as a going concern and for any intangibles), or (Y) the fair market value of the Company, in either case multiplied by the percentage of equity Membership Interest owned by the Selling Member (the "Purchase Price"). The fair market value shall be

determined as follows: In the event the purchaser and the selling Member cannot agree on the fair market value, then either party (the "Appraising Party") may obtain, at his or her own expense, a fair market value as determined by an independent appraiser which written appraisal shall be provided to the non-Appraising Party within forty (45) days of the event leading to the sale. In the event that the non-Appraising Party shall disagree with such fair market value contained in such appraisal, then such party, at his or her own expense, shall engage another independent appraiser to determine the fair market value using the same formula within twenty (20) business days of being notified in writing of the Appraising Party's appraisal and shall notify the Appraising Party in writing of such engagement. The failure to effectuate such engagement within the twenty (20) day period stated above shall constitute a waiver of the non-Appraising Party's right to challenge the fair market value as determined by the Appraising Party's appraisal. If the higher of the two appraisals is within 10% of the lower one, then the fair market value shall be an average of the two. If it is more than 10% higher than the lower one, then the two appraisers will select a third appraiser to determine the fair market value (which appraiser will be instructed to revalue it at an amount between the other two amounts), the cost of which appraiser will be split between the parties pro rata, and whose decision will be binding.

(b) The Purchase Price shall be paid at the closing (as determined under Section 13.05(a) above) in the following manner: not less than twenty percent (20%) of the Purchase Price in cash or certified check of a bank or trust company, which is a member of the New York Clearing House, at the Closing, and the balance of the Purchase Price by delivery to the Selling Member of a three (3) year, self-amortizing, non-negotiable promissory note substantially in the form annexed hereto as Exhibit C (the "Note"). The Note

shall bear interest at a rate per annum equal to two (2) percent above the prime rate publicly announced by Citibank, N.A. on the date of the Closing at its principal lending office in the Borough of Manhattan, City and State of New York.

(c) The provisions of Section 13.05(b) shall not be applicable to a sale occurring under Sections 13.02(f) above, which shall be governed by the terms of the Notice.

13.06. Transferee Not a Member. No Outside Party acquiring a Membership Interest pursuant to this Article XIII, other than a Member or an affiliate, shall become a Member unless and until such Outside Party is approved as a Member by the unanimous vote or written consent of all the other Members. If no such approval is obtained, such Outside Party's Membership Interest shall only entitle such Outside Party to receive the Distributions and allocations of Profits and Losses to which the Member, from whom such Outside Party received such Membership Interest, would be entitled. Any such approval may be subject to any terms and conditions imposed by the Members.

13.07. No Effect. The Company shall not be required to recognize as valid or give effect to any mortgage, pledge, hypothecation, security interest, assignment, transfer, Sale or Other Disposition in violation of the provisions of this Article XIII. Any act not in compliance with this Agreement shall be void and of no effect except as otherwise required by judicial process or law.

13.08. Transfers to Permitted Transferees. Notwithstanding anything to the contrary contained in this Article XIII, each Member who is a natural person may Dispose, by his Last Will and Testament upon his death, any portion or all of his Membership Interest in the Company, provided, however, that all such transferees shall expressly agree, in writing, to be bound by

the terms of this Agreement; and provided, further, that, except in respect of a transfer to another Member or an affiliate (on the date hereof) of such Member, the Company and the other Members shall be deemed to have a call on any such interest prior to the transfer from the deceased Member's estate, exercisable in accordance with Sections 13.02(c)-(e), payable in accordance with Sections 13.04-13.05 above. Each permitted transferee who has received such portion or all of the Membership Interest transferred pursuant to this Section 13.08 shall be deemed to be an "Assignee" and not a "Member" of the Company until the provisions of Section 15.02 hereof are fully satisfied.

13.09. Initial Public Offering. Upon the closing of an initial public offering of Interests in the Company, all restrictions on the transfer of a Member's Interest pursuant to this Article XIII shall terminate.

ARTICLE XIV

DISSOCIATION OF A MEMBER

14.01. Dissociation - a Person shall cease to be a Member, and shall be deemed to have "Dissociated" from the Company only upon the happening of any of the following events:

(a) the Member attempts to transfer his Membership Interest in violation of this Agreement;

(b) the withdrawal of a Member with the written consent of the Management Committee, upon not less than six (6) months' prior written notice to the Company;

(c) the Member is adjudicated to be bankrupt, or a trustee or a receiver is appointed for all or a substantial part of his respective properties or assets in any involuntary proceeding, or any court shall have taken jurisdiction of his respective properties or of a substantial part thereof in any involuntary proceeding for the reorganization, dissolution,

liquidation, or winding up of the Member and such trustee or receiver is not discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days;

(d) in the case of a Member who is a natural person, the death of the Member;

(e) in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(f) in the case of a Member that is a separate Organization, other than a corporation, the dissolution and commencement of the winding up process of such Organization;

(g) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation, or the revocation of its charter;

(h) in the case of an estate, the Distribution by the fiduciary of the estate's entire interest in the Company;

(i) a breach by the Member (or principal or shareholder of a Member) of any of the provisions of Section 6.05 above (restrictive covenants).

14.02. Rights of a Dissociating Member - (a) If an event of Dissociation occurs under Section 14.01 above, other than by reason of Subsection 14.01(d) above, prior to the expiration of the Term, as defined in Section 2.05 then:

(i) if the Dissociation causes a dissolution and winding up of the Company under Article XVI below, such Member who is Dissociating (the "Dissociating Member") shall be entitled to participate in the winding up of the Company to the same extent as any other Member, except that (x) any Distributions to which such Dissociating Member would have been entitled

shall be reduced by the damages, if any, sustained by the Company as a result of the dissolution and winding up, and (y) such Dissociating Member cannot vote in connection with the continuation of the Company pursuant to Section 16.01 below; or

(ii) if the Dissociation does not cause a dissolution and winding up of the Company under Article XVI below, or, if the Dissociation has triggered the application of Article XVI, but the Management Committee or the Members have agreed to reconstitute the Company pursuant to Section 16.01(c) below, and if the Member Dissociates under any subsection of Section 14.01, except Subsection 14.01 (b) or (d) or (h), then the Company shall have the option to purchase the Dissociating Member's Membership Interest for the Purchase Price, as determined in accordance with Section 13.05(a)(ii) above (except that it will be the "lesser of" (instead of the "greater of") the two values therein), to be paid by the Company by use of the Note attached hereto as Exhibit C; and

(iii) in any such event, the Dissociating Member has no further right to select any member of the Management Committee, and any member of the Management Committee that was such Dissociating Member's designee shall be deemed to have resigned from the Management Committee.

ARTICLE XV

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

15.01. **Rights of Assignees.** Subject to Sections 15.02 and 15.03 below, the Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company as a Member nor any right to ownership of the Membership Interest. The Assignee is only entitled to receive Distributions and the return of capital, and to be allocated the Profits and Losses, attributable to the Membership Interest.

15.02. **Admission of Substitute Members.** An Assignee of a Membership Interest shall be admitted as a Substitute Member only upon the unanimous approval of the existing Members and upon the Assignee's production of written evidence, in a form which is reasonably satisfactory to the existing

Members, of Assignee's agreement to be bound by and subject to this Agreement to the fullest extent possible. If admitted, the Substitute Member shall have all the rights and powers, and shall be subject to all the restrictions and liabilities, of the Member originally assigning the Membership Interest.

The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to the Company that may exist prior to said approval.

15.03. Admission of Additional Members. A Person may be admitted as an Additional Member of the Company only upon the unanimous approval of the existing Members and upon such Person's production of written evidence, in a form which is satisfactory to the existing Members, of such Person's agreement to be bound by and subject to this Agreement to the fullest extent possible. The existing Members shall determine the Capital Contribution of such Additional Member.

ARTICLE XVI

DISSOLUTION, LIQUIDATION AND TERMINATION

16.01. Dissolution Events. (a) The Company shall be dissolved upon the occurrence of any of the following events: (i) the liquidation, dissolution, withdrawal or death of any Member or the occurrence of any other event which terminates the continued membership of any Member; (ii) the Sale or Other Disposition, forfeiture or abandonment by the Company of all or substantially all of its assets; (iii) the unanimous written election of the Management Committee or all of the Members to dissolve and wind up the affairs of the Company; (iv) any other event which, under the Act, would cause the dissolution of a limited liability company; or (v) the expiration of the Term.

(b) Dissolution shall be effective on the date of the event giving

rise to the dissolution, but the Company shall not terminate until all of the assets of the Company have been distributed in accordance with the provisions hereinafter set forth. Within ninety (90) days following the commencement of the winding up of the Company, or at any time when there are no Members, the articles of dissolution of the Company shall be filed with the New York Secretary of State pursuant to the Act.

(c) Within one hundred eighty (180) days of the occurrence of a Dissolution Event described in clause (a) of this Section 16.01, either the Management Committee or, via written consent, the majority in interest of the remaining Members may elect to continue the business of the Company (prior to application of the liquidation provisions of this Article XVI).

16.02. Distribution of Assets. (a) Upon dissolution of the Company, unless the Company is to be reconstituted as provided in Section 16.01(c) hereof, the Company's business shall be wound up and its assets distributed in the following order of priority: (i) to the payment of the debts and liabilities of the Company (other than those to Members, except that loans from Members are debts to be repaid as a first priority) and the expenses of liquidation; (ii) to the setting up of such reserves as the liquidator, in accordance with sound business judgment, may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company; any such reserve may be paid over to an escrow agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies and, at the expiration of such period as the liquidator shall deem advisable, to distribute the balance thereafter remaining in the manner provided in this Section 16.02; (iii) to the repayment of any advances that may have been made by any of the Members to the Company (except loans from Members, which are a first priority repayment), and priority payments (as set forth in

Section 9.04 above) but if the amount available for such repayment shall be insufficient, then pro rata in accordance with the amounts of such advances; and (iv) to the Members, first, for the return of their Capital Contributions, to the extent not previously returned and, second, respecting their distribution percentages as set out in Exhibit D.

16.03. Distribution in Kind. Notwithstanding the provisions of Section 16.02 above, if, upon the dissolution of the Company, the liquidator shall determine that an immediate sale of part or all of the Company Property would cause undue loss to the Members, the liquidator may, in order to avoid such losses, either:

(a) Defer the liquidation of, and withhold from Distribution for a reasonable time, any assets of the Company except those necessary to satisfy debts and liabilities of the Company; or

(b) Distribute to the Members, in lieu of cash, interests in any Company Property and liquidate only such Company Property as is necessary in order to pay the debts and liabilities of the Company. Upon such Distribution, pursuant to Section 1.704-1(b)(2)(iv)(e) of the Regulations, the Members' Capital Accounts shall be increased to reflect gain inherent in the Company Property and thereafter decreased by the fair market value of the Company Property distributed. Distributions to Members shall take into account the principles of Section 1.704-1(b)(2)(iv)(g) and (h) of the Regulations.

ARTICLE XVII

AMENDMENTS

17.01. Amendment or Modification of Agreement. The Agreement, may be amended or modified from time to time only by a written instrument adopted and executed by all of the Members.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

18.01. Gender. Whenever the context or this Agreement requires, the masculine gender includes the feminine and neuter and vice versa.

18.02. Notices. Any notice or consent required by or provided for by any provision of this Agreement shall be in writing and shall be deemed to have been duly and properly given or served for any purpose only if delivered personally with receipt acknowledged or sent by registered or certified mail, return receipt requested, postage and charges prepaid, or if sent priority overnight, next day delivery, by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the Members at the addresses provided opposite the name of such Member on **Exhibit A.** Notices delivered personally shall be communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date five (5) business days after mailing, and notices sent by overnight courier shall be deemed communicated as of the date two (2) business days after sending.

Members may change their addresses for the purpose of this Section 18.02 by written notice to the Company at its Principal Office in the manner herein provided.

18.03. Further Assurances. Each of the Members agrees to execute and deliver any further instruments, certificates and documents as may be reasonably requested by the Members for the purpose of carrying out the terms and conditions, and reflecting the intention of and transactions, contemplated by this Agreement.

18.04. Governing Law; Jurisdiction. This Agreement and all matters relating to the Company shall be governed and construed in accordance with

the law of the State of New York without regard to the conflicts or choice of law provisions thereof. Each Member hereby consents to the exclusive personal jurisdiction of the State of New York, and further agrees that the exclusive venue for any such action shall be the courts of the State of New York located in the County of Nassau, State of New York and the Federal courts located in the County of Suffolk, State of New York.

18.05. Entire Agreement. (a) This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, and all promises, understandings, letter of intent, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any party hereto or by any related or unrelated third party.

(b) All exhibits and schedules attached hereto, and all certificates, documents and other instruments delivered or to be delivered pursuant to the terms hereof are hereby expressly made a part of this Agreement as fully as those set forth herein, and all references herein to the terms "the Agreement", "this Agreement", "hereunder", or "hereto" shall be deemed to refer to this Agreement and to all such writings.

18.06. Voting. The weight accorded to a Member's vote in all Company matters requiring a vote shall be in proportion to his Membership Interest.

18.07. Benefit. This Agreement is binding upon and inures to the benefit of the parties hereto, their heirs, legal representatives, successors and permitted assigns.

18.08. Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditors of the Company.

18.09. Captions. Captions are inserted for convenience only and shall not be given any legal effect.

18.10. No Waiver. No waiver of any provision of this Agreement shall

be valid unless in writing and signed by the person against whom enforcement is sought. The failure of either party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein, shall not be construed as a waiver or relinquishment of his right to insist upon strict performance of the same condition, agreement or understanding at a future time.

18.11. Waiver of Action for Partition. Each of the parties hereto waives any right that he may have during the term of the Company to maintain any action for partition with respect to Company Property.

18.12. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart will, for all purposes, be deemed an original instrument, but all such counterparts together will constitute but one and the same Agreement. Facsimile copies shall be deemed originals.

18.13. Unenforceability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

18.14. Condition Precedent. Notwithstanding anything in this Agreement to the contrary, this Agreement and the transactions contemplated hereby will not be effective, and will not be considered consummated, unless and until each of (a) Dynatec (as defined in Section 8.08 above) files a Chapter 11 bankruptcy petition, and (b) this Agreement and the transactions contemplated hereby are approved by a final and non-appealable order of the United States Bankruptcy Court in such Chapter 11 proceeding filed by Dynatec, and (c) the Distribution Agreement is terminated (with the

obligations of Dynatec thereunder to Softalk LLC surviving) simultaneously with such order (collectively, the "Bankruptcy Conditions"). The Company, in its sole discretion, may void this Agreement, ab initio, with no penalties or liabilities to any party hereof, in the event the Bankruptcy Conditions are not satisfied on or before August 31, 2002.

18.15. No Presumption. This Agreement is the product of negotiation between the parties, each of whom had an opportunity to participate and did participate in drafting this Agreement, was represented by counsel in connection therewith, or declined to seek counsel, and possessed such experience and sophistication as is required to protect his or its own interests. Accordingly, conflicts, omissions and/or ambiguities in this Agreement, if any, shall not be construed strictly or in favor of or against any party hereto but shall be given a fair and reasonable construction.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

DYNATEC INTERNATIONAL, INC.

By: Frederick W. Volcansek, Sr., CEO

ARISTA COMMUNICATION PRODUCTS INC.

By: _____

Name:
Title:

SOFTALK, INC.

By: Frederick W. Volcansek, Sr., CEO

ARNCO MARKETING, INC.

By: Frederick W. Volcansek, Sr., CEO

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

DYNATEC INTERNATIONAL, INC.

By: Frederick W. Volcansek, Sr.
Frederick W. Volcansek, Sr., CEO

ARISTA COMMUNICATION PRODUCTS INC.

By: _____
Name:
Title:

SOFTALK, INC.

By: Frederick W. Volcansek, Sr.
Frederick W. Volcansek, Sr., CEO

ARNCO MARKETING, INC.

By: Frederick W. Volcansek, Sr.
Frederick W. Volcansek, Sr., CEO

EXHIBIT A

NAMES AND ADDRESSES OF MEMBERS AND ASSIGNEES.

Initial Members:

Arista Communication Products Inc., 125 Commerce Drive, Hauppauge, NY 11788

Dynatec International, Inc., 10424 South 2700 West, Suite 100, South Jordan, Utah 84095

Softalk, Inc., 10424 South 2700 West, Suite 100, South Jordan, Utah 84095

Arnco Marketing, Inc., 10424 South 2700 West, Suite 100, South Jordan, Utah 84095

Substitute or Additional Members:

Assignees:

EXHIBIT B

MEMBER	INITIAL CAPITAL CONTRIBUTION AND VALUE	MEMBERSHIP INTEREST
ARISTA COMMUNICATION PRODUCTS INC.	\$10,000; Loan of \$90,000; Management agreement; termination of the distribution agreement between Softalk LLC and Softalk Inc.	60%
DYNATEC INTERNATIONAL, INC.	Intangible assets including customers, UPC code, vendor numbers, intellectual property rights and distribution channels for its products including, without limitation, Twistops and shoulder rests	9%
SOFTALK, INC.	Intangible assets including customers, UPC code, vendor numbers, intellectual property rights and distribution channels for its products including, without limitation, Twistops and shoulder rests	30%
ARNCO MARKETING, INC.	Intangible assets including customers, UPC code, vendor numbers, intellectual property rights and distribution channels for its products including, without limitation, Twistops and shoulder rests	1%