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(Business Entity Name)

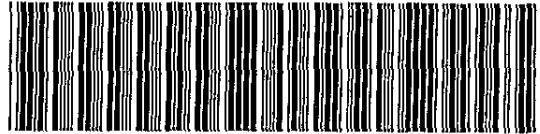
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W404-33625



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STATE OF FLORIDA
TALLAHASSEE

04 SEP 17 PM 4:10

FILED

August 30, 2004

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: BIANCHI MANAGEMENT, LLC
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Coretta S. Anthony
(Name of Person)

Eiffert & Anthony, P.A.
(Firm/Company)

425 W. Colonial Drive, Suite 104
(Address)

Orlando, Florida 32804
(City/State and Zip Code)

For Further information concerning this matter, please call:

Coretta S. Anthony at (407) 244-1980



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

September 8, 2004

CORETTA S. ANTHONY
EIFFER & ANTHONY, P.A.
425 W. COLONIAL DRIVE, SUITE 104
ORLANDO, FL 32804

SUBJECT: BIANCHI MANAGEMENT, LLC
Ref. Number: W04000033625

We have received your document for BIANCHI MANAGEMENT, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 608.407, Florida Statutes, requires the document(s) to be signed by a member or by the authorized representative of a member.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Michelle Hodges
Document Specialist

Letter Number: 704A00053815

**ARTICLES OF ORGANIZATION
OF
BIANCHI MANAGEMENT, LLC**

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLE I
Name and Address**

The name of the Company shall be BIANCHI MANAGEMENT, LLC. The principal office and mailing address of the Company shall be located at 9302 Bay Vista Estates Blvd, Orlando, FL 32386.

**ARTICLE II
Nature of Business**

The Limited Liability Company is organized to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the laws of the United States and the State of Florida.

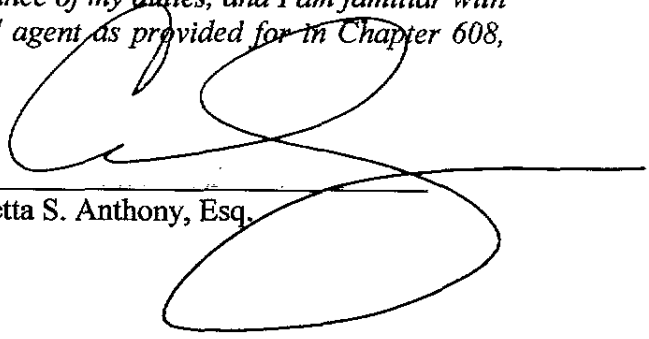
**ARTICLE III
Term of Corporate Existence**

The Limited Liability Company shall exist perpetually unless dissolved according to law.

**ARTICLE IV
Address of Registered Office and Registered Agent**

The name and address of the registered office and agent of the Limited Liability Company in the State of Florida shall be Coretta S. Anthony, Eiffert & Anthony, P.A., 425 W. Colonial Drive, Suite 104, Orlando, Florida, 32804.

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.



Coretta S. Anthony, Esq.

ARTICLE V
Members and/or Managing Members

The Company shall be Member managed. The names and addresses of Members who shall constitute the initial Members of the Company are as follows:

James Bianchi, Managing Member
9302 Bay Vista Estates Blvd.
Orlando, FL 32386

ARTICLE VI
Transactions In Which Managing Members Are Interested

A. No contract or other transaction between the Limited Liability Company and one or more of its Member(s) and any other company, corporation, firm, or entity in which one or more of the Member(s) are members, directors or officers, or have a financial interest, shall be void or voidable solely because of such relationship or interest, or solely because such Member(s) are present at or participate in the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or solely because his, her or their votes are counted for such purpose, if:

1. The fact of such relationship or interest is disclosed or known to the Members of the Company, or the Board of Directors or the committee which authorizes, approves, or ratifies the contract or transaction by a vote or written consent sufficient for the purpose without counting the votes or consents of such interested Member(s) or Director(s); or

2. The fact of such relationship or interest is disclosed or known to any members of the Company entitled to vote thereon, and they authorize, approve, or ratify such contract or transaction by vote or written consent; or

3. The contract or transaction is fair and reasonable as to the Company at the time it is authorized by the Managing Members, Members, Board of Directors, a committee thereof, or the shareholders.

B. Common or interested Members may be counted in determining the presence of a quorum at a meeting of the Members or of a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE VII
Indemnification of Managing Members

A. The Company hereby indemnifies and agrees to hold harmless from claim, liability, loss or judgment any Member, Managing Member or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action, suit or proceeding by or on behalf of the Corporation to procure a judgment in its favor), brought to impose a liability or penalty on such

person for an act alleged to have been committed by such person in his or her capacity as Managing Member, Member, Director, Officer, Employee or Agent of the Company or any other corporation, partnership, joint venture, trust or other enterprise which he or she served as such at the request of the Company, against judgment, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and reasonably incurred as a result of such action, suit, or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in, or not opposed to, the best interests of the Company, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not create a presumption that any such Managing Member or officer did not act in good faith in the reasonable belief that such action was in, or not opposed to, the best interests of the Company. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of gross negligence or willful misconduct in the performance of his or her duties to the Company.

B. Any indemnification under paragraph A. shall be made by the Company only as authorized in the specific case upon a determination that amounts for which a Managing Member, Member or Officer seeks indemnification were properly incurred and that such Managing Member, Member or Officer acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, and that, with respect to any criminal action or proceeding, he or she had no reasonable grounds for belief that such action was unlawful. Such determination shall be made either (1) by a majority vote of a quorum consisting of Members who were not parties to such action suit or proceeding, or (2) by a majority vote of a quorum consisting of members of the Company who were not parties to such action suit or proceeding.

C. The Company may assume the defense of any person seeking indemnification pursuant to the provisions of paragraph A. above upon a preliminary determination by the Members of the Company that such person has met the applicable standards of conduct set forth in paragraph A. above, and upon receipt of an agreement by such person to repay all amounts expended by the Company in such defense, unless it shall ultimately be determined that such person is entitled to be indemnified by the Company as authorized in this Article. If the Company elects to assume the defense, such defense shall be conducted by counsel chosen by it and not objected to in writing for valid reasons by such person. In the event that the Company elects to assume the defense of any such person and retains such counsel, such person shall bear the fees and expenses of any additional counsel retained by him, unless there are conflicting interest between or among such person and other parties represented in the same action, suit or proceeding by the counsel retained by the Company, that are, for valid reasons, objected to in writing by such person, in which case the reasonable expenses of such additional representation shall be within the scope of the indemnification intended if such person is ultimately determined to be entitled thereto as authorized in this Article.

D. The foregoing rights of indemnification shall not be deemed to limit in any way the power of the Company to indemnify under any applicable law.

ARTICLE VIII
Financial Information/Records

The Company shall keep at its designated office which records include, but are not limited to the following:

- A. A copy of the stamped Articles of Organization and all certificates of amendment thereto.
- B. Copies of all tax returns and financial statements, including a copy of the Operating Agreement of the Company, if applicable.

ARTICLE IX
Contributions

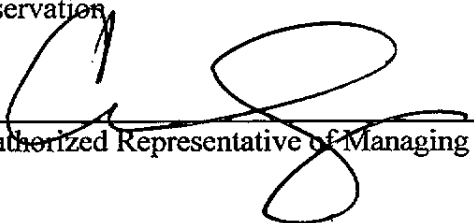
No Member shall be obligated to make any contribution to the Company except those specifically set forth in the Operating Agreement adopted by the Members of the Company.

ARTICLE XII
Dissolution

The Company shall be dissolved with the written consent of all its Members.

ARTICLE XII
Amendment

These Articles of Organization may be amended in any manner now or hereafter provided for by law and all rights conferred upon Managing Member(s) hereunder are granted subject to this reservation.



Authorized Representative of Managing Member

DATED this 13 day of September 2004.