

# BLANK, MEENAN & SMITH, P.A.

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KELLY D. SCOTT  
GEOFFREY D. SMITH

JOHN A. DICKSON, J.D.\*\*  
LEGAL ASSISTANT

STEVEN J. MADDEN\*\*  
GOVERNMENTAL AFFAIRS

\*Florida Bar Certified in Health Law  
\*\*Not a Member of the Florida Bar

November 6, 2001

Department of State  
Division of Corporations  
Registration Section  
409 E. Gaines Street  
Tallahassee, Florida 32399

HAND DELIVERY

MJH

RE: Service Net Solutions, LLC  
Our File No.: 200.00

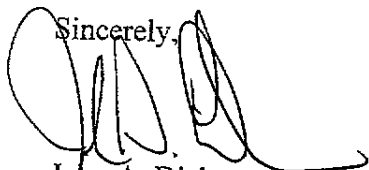
300004670693--0  
-11/07/01--01024--025  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

Dear Sir or Madam:

300004670693--0  
-11/07/01--01024--026  
\*\*\*\*\*76.25 \*\*\*\*\*76.25

Attached are two original Articles of Organization and a check for \$78.75, \$70.00 filing fee and \$8.75 to receive a certified copy.

Please call me if you have any questions or comments.

Sincerely,  
  
John A. Dickson

FILED  
01 NOV -7 PM 1:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

JAD/cb  
Encl.

RECEIVED  
01 NOV -6 PM 4:12  
DIVISION OF CORPORATION

**ARTICLES OF ORGANIZATION**  
**of**  
**SERVICE NET SOLUTIONS OF FLORIDA LLC**

**ARTICLE I – Name**

The name of the limited liability company is Service Net Solutions of Florida LLC (hereinafter the “Company”).

**ARTICLE II – Purpose**

The Company is organized to engage in any lawful activity for which a limited liability company may be organized under Chapter 608, Florida Statutes.

**ARTICLE III – Term**

The Company shall have perpetual existence.

**ARTICLE IV – Address**

The mailing address and street address of the principal office of the Limited Liability Company is:

650 Missouri Avenue  
Jeffersonville, IN 47130

**ARTICLE V – Registered Agent**

The name and the Florida street address of the registered agent are:

Timothy J. Meenan  
Blank, Meenan & Smith, P.A.  
204 South Monroe Street  
Tallahassee, Florida 32301

**ARTICLE VI – Company Property**

All assets contributed to the Company by the Members or acquired by the Company or on the Company’s behalf shall be Company property unless otherwise approved by the Members. Such property and all other assets of the Company shall be held in the name of the Company unless otherwise approved by the Members. Property recorded on the Company’s books or records for financial or tax accounting purposes shall be presumed to be property of the Company.

01 NOV - 7 PM 1:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
FILED

## **ARTICLE VII – Members**

Ownership of the Company is evidenced by Membership Units, which may be documented by certificates issued by the Company. Except as expressly provided for in this Agreement, the Company may not create and issue additional Membership Units. The Company shall keep a record of every Member, which record shall include the name, address, contribution, and number of Membership Units held.

Each Membership Unit shall have one vote in connection with matters submitted to the Members for consideration. Except as otherwise provided in this Agreement, each Membership Unit shall have the same rights as all other Membership Units, including the right to receive allocations of profits, losses, or distributions. Subject to the limitations set forth in this Agreement, the Members shall determine when and for what consideration the Company shall issue Membership Units.

The Company shall initially have a single Member and hereby issues that Member one Membership Unit. The name and address of the initial Member is:

Service Net Solutions LLC  
650 Missouri Avenue  
Jeffersonville, IN 47130

## **ARTICLE VIII – Management**

The Company is to be managed by one manager or more managers and is, therefore, a manager-managed company. Each manager appointed by the Members shall have equal rights in the management and conduct of the Company's business. Any matter relating to the business of the Company may be exclusively decided by a majority of all managers.

Managers must be appointed by a majority of the Members, and each manager holds office until a successor has been appointed and qualified, unless the manager resigns or is removed prior to any such succession.

The following shall serve as the initial managers of the Company:

Lansdon B. Robbins  
E. Wayne Schwertley  
Kevin M. Callahan

## **ARTICLE IX – Indemnification and Hold Harmless**

The Company shall indemnify and hold harmless the managers and Members and their respective officers, directors, agents, employees, and owners, each of the foregoing persons referred to as "Covered Persons," to the fullest extent permitted by law against losses, judgments, liabilities, expenses and amount incurred or paid, including attorney's fees paid in

settlement, fines, penalties, and other liabilities, by the Covered Person in connection with any claim, action, suit, or proceeding (collectively "Claims") in which such Covered Person becomes involved as a party or otherwise, or with which such Covered Person shall be threatened, in connection with the conduct of the Business, but only to the extent that such Claims arise as a result of the status or actions of the Members or the Managers in their capacities as such. Expenses incurred by any Covered Person in connection with the preparation any presentation of a defense or response to any Claims covered hereby shall be paid by the Company. The Company shall pay the amounts described herein to the Covered Person (or to the parties making Claims against the Covered Person in satisfaction of their Claims) within 10 days after written demand therefor is delivered to the Company by the Covered Person.

#### **ARTICLE X – Tax Characterization**

Solely for purposes of federal and Florida tax purposes under current law, the Company shall be treated as a partnership. All provisions of this Agreement and other Company documents and agreements shall be construed so as to preserve the Company's tax status as a partnership.

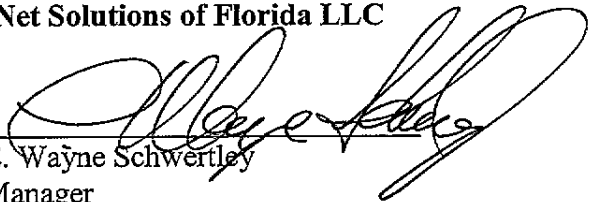
#### **ARTICLE XI – Miscellaneous**

- (a) **Governing Law.** This Agreement shall be governed by the Laws of the State of Florida.
- (b) **Binding Effect.** This Agreement binds all Members and their respective distributees, successors, and assigns and any other person claiming a right or benefit under or covered by this Agreement.
- (c) **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such finding shall not invalidate or render unenforceable any other provision thereof.
- (d) **Titles and Headings.** Titles and heading to sections of this Agreement are inserted for convenience of reference only and are not to be part of or affect the meaning or interpretation of this Agreement.
- (e) **Waiver.** The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision.
- (f) **Complete Agreement.** This Agreement and all amendments hereto constitute the entire understanding and agreement among the Parties and supersedes any prior understandings, whether written or oral, with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Parties other than those set forth herein or herein provided for.

Having fully read this Agreement and that the same contains legally binding provisions, the following, who have either consulted with a lawyer or consciously decided not to consult with a lawyer, accept and agree to the same.

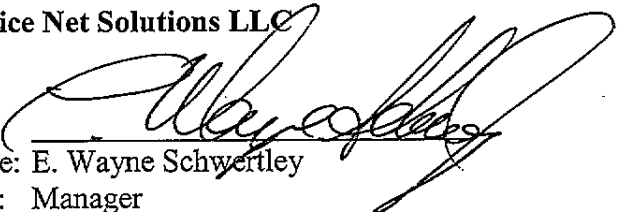
**COMPANY:**

**Service Net Solutions of Florida LLC**

By:   
Name: E. Wayne Schwertley  
Title: Manager

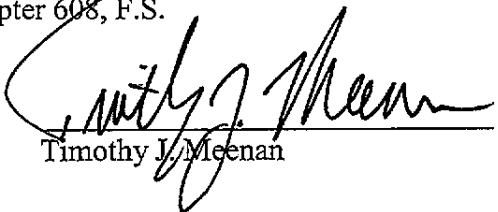
**MEMBER:**

**Service Net Solutions LLC**

By:   
Name: E. Wayne Schwertley  
Title: Manager

**ARTICLE XII – Acceptance of Appointment by Resident Agent**

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, F.S.

By:   
Timothy J. Meenan