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DUNN'S INSPECTION SERVICE, LLC
81 RAINS COURT
PONCE INLET, FL 32127
(904) 761-4727

FEBRUARY 18, 2000

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****160.00 ****160.00

FLORIDA DEPT. OF STATE
DIVISION OF CORPORATIONS
P.O. BOX 6327
TALLAHASSEE, FL 32314

L-2302

ENCLOSED ARE THE ARTICLES OF CORPORATION FOR DUNN'S INSPECTION SERVICE AND A
CHECK FOR \$160.00.

PLEASE APPLY:	\$100.00	TO FILE
	\$ 25.00	TO FILE THE AGENT AFFIDAVIT
	\$ 30.00	FOR A CERTIFIED COPY OF THE ARTICLES
	\$ 5.00	FOR A CERTIFICATE OF STATUS

PLEASE CALL IF THERE IS ANYTHING ELSE WE NEED TO DO

Robert A. Dunn

THANK YOU
ROBERT A DUNN

DUNN'S INSPECTION SERVICE

SECRETARY OF STATE
TALLAHASSEE FLORIDA

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ROBERT A. DUNN : OWNER, MANAGER
FL STATE LICENSE #BN0000135

ARTICLES OF ORGANIZATION OF DUNN'S INSPECTION SERVICE, LLC

The undersigned, Christine A. Dunn & Robert A. Dunn, hereby certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of for-profit limited liability companies. We declare that these Articles shall serve as the Charter and authority for conducting the business of the limited liability company, Dunn's Inspection Service, LLC.

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

- A. The name of the limited liability company shall be Dunn's Inspection Service, LLC, and its principal office shall be located at 81 Rains Court in the Town of Ponce Inlet, County of Volusia, State of Florida.
- B. The managers shall have the power and authority to establish branch offices at any other place or places.

ARTICLE II

PURPOSES AND POWERS

- A. Dunn's Inspection Service, LLC shall have the same powers as an individual to do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida, including, without limitation, the power to:
 - 1. Engage in any activity or business and to carry on any and all incidental business authorized under Florida law and to have and exercise all the powers conferred by the laws of the State of Florida;
 - 2. Sue and be sued, and defend, in its name;
 - 3. Purchase, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal with real or personal property, or any legal or equitable interest in property, wherever located;
 - 4. Sell, convey, mortgage, grant a security interest in, lease, exchange, and otherwise encumber or dispose of all or any part of its property.
 - 5. Purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, grant a security interest in, or otherwise dispose of and deal in and with, shares or other interests in or obligations of any other entity;
 - 6. Purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired;
 - 7. Enter into and make contracts and guarantees for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts;
 - 8. Incur liabilities; borrow money; issue its notes, bonds, or other obligations, which may be convertible into or include the option to purchase other securities of the limited liability company; or make contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of a corporation the majority of the outstanding stock of which is owned, directly or indirectly, by the contracting limited liability company; a corporation which owns, directly or indirectly, a majority of the outstanding membership interests of the

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contracting limited liability company; or a corporation the majority of the outstanding stock of which is owned, directly or indirectly, by a corporation which owns, directly or indirectly, the majority of the outstanding membership interests of the contracting limited liability company, which contracts of guaranty and suretyship shall be deemed to be necessary or convenient to the conduct, promotion, or attainment of the business of the contracting limited liability company; or make other contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting limited liability company;

9. Lend money, invest or reinvest its funds, and receive and hold real or personal property as security for repayment;
10. Conduct its business, locate offices, and exercise the powers granted by this chapter within or without this state;
11. Select managers and appoint officers, directors, employees, and agents of the limited liability company, define their duties, fix their compensation, and lend them money and credit;
12. Make donations for the public welfare or for charitable, scientific, or educational purposes;
13. Pay pensions and establish pension plans, pension trusts, profit-sharing plans, bonus plans, option plans, and benefit or incentive plans for any or all of its current or former managers, members, officers, agents, and employees;
14. Be a promoter, incorporator, shareholder, partner, member, associate, or manager of any corporation, partnership, joint venture, trust, or other entity;
15. Indemnify and hold harmless any member from and against any and all claims and demands whatsoever;
16. Exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit;
17. Make payments or donations or do any other act not inconsistent with law that furthers the business of the limited liability company.

- B. The several clauses contained in this statement of the general nature of the business or businesses be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.
- C. Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III

EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company.

ARTICLE IV

MEMBERS & MANAGEMENT

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CLERK OF DISTRICT COURT
STATE OF FLORIDA

Dunn's Inspection Service, LLC shall be managed by its two (2) members, whose names and addresses are as follows:

1. Christine Aleda Dunn
81 Rains Court
Ponce Inlet, FL 32127
2. Robert Albert Dunn
81 Rains Court
Ponce Inlet, FL 32127

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TALLAHASSEE FLORIDA

ARTICLE V

MEMBERSHIP RIGHTS & RESTRICTIONS

- A. Members shall have one vote each. Except when these Articles provide to the contrary, the unanimous consent, either orally or in writing, of the managers is required to undertake any action whatsoever.
- B. Members shall have the power to determine, in their discretion, what, if any, notice of the time, place, or purpose of any meeting at which any matter is to be voted on by any members is required, whether notice is waived or not required, whether to undertake action by consent without a meeting, the establishment of a record date, quorum requirements, or any other matter with respect to the exercise of any such right to vote.
- C. On any matter that is to be voted on by members, the members may take such action without a meeting, without prior notice, and without a vote if all members consent, whether orally or in writing. A member has the right to exercise voting rights in person or by proxy, provided, however, that a proxy vote may be utilized only if all members consent to its use.
- D. A member's interest in the limited liability company may not be sold or otherwise transferred or assigned except with unanimous written consent of all members.
- E. Members shall have the right to amend the article of organization by unanimous written consent.
- F. Members shall have the right to admit new members by unanimous written consent; provided, however, that no additional member shall have voting rights or the right to participate in the business and management of Dunn's Inspection Service, LLC. Contributions required of new members shall be determined as of the time of admission to the limited liability company.
- G. A member may, if all members consent in writing, delegate to one or more other persons the member's rights and powers to manage and control the business and affairs of the limited liability company, including the power and authority to delegate to agents, boards of managers, managing members or directors, officers and assistant officers, and employees of a member or manager of the limited liability company, and the power and authority to delegate by a management agreement or another agreement with, or otherwise, to other persons.
- H. A person does not cease to be a member of Dunn's Inspection Service, LLC when the member:
 1. Makes an assignment for the benefit of creditors;
 2. Files a voluntary petition in bankruptcy;
 3. Is adjudged a bankrupt or insolvent, or has entered against the member an order for relief, in a bankruptcy or insolvency proceeding;
 4. Files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
 5. Files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the member in any proceeding of this nature; or

6. Seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the member or of all or any substantial part of the member's properties.
- I. A person does not cease to be a member if 120 days after the commencement of any proceeding against the member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed, or if within 90 days after the appointment without the member's consent or acquiescence of a trustee, receiver, or liquidator of the member or of all or any substantial part of the member's properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.
- J. On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining member(s) shall have the right to continue the business on unanimous consent of the remaining member(s).

ARTICLE VI

CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$50.00 (fifty) cash shall be paid to the limited liability company by the two members in equal shares. Additional contributions may be made as required for investment purposes, as determined by unanimous consent of the members.

ARTICLE VII

PROFITS AND LOSSES

- A. Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share of the profits. The distributive share of the profits shall be determined and paid to the members whenever the members unanimously elect to so act.
- B. Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business.

ARTICLE VIII

DISTRIBUTIONS OF CAPITAL

The members may distribute any capital of Dunn's Inspections Service, LLC whenever the members unanimously decide to so act and distribution would not be contrary to any provision of Florida law.

ARTICLE IX

DURATION

This limited liability company shall exist in perpetuity or until dissolved by the unanimous written consent of all the members or until Florida law requires dissolution to occur.

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CLERK OF STATE
TALLAHASSEE FLORIDA

ARTICLE X

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 81 Rains Court, Town of Ponce Inlet, County of Volusia, State of Florida, and the name of the company's initial registered agent at that address is Robert A. Dunn.

AFFIRMATIONS

The undersigned, being the members of the limited liability company, certify that this instrument, consisting of six (6) pages, constitutes the proposed Articles of Organization of Dunn's Inspection Service, LLC.

Executed by the undersigned at Ponce Inlet, FL [designate place of execution] on the 16th day of February, 2000.

Christine A. Dunn

Christine A. Dunn, Member

Robert A. Dunn

Robert A. Dunn, Member

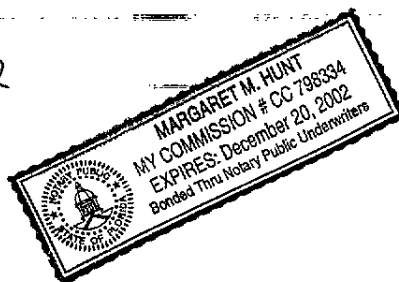
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

The foregoing instrument was acknowledged before me on the 16th day of February, 2000 by Christine Dunn and Robert Dunn. These individuals are personally known to me or have produced FL Drivers Licenses [type of identification] as identification.

Margaret M. Hunt

Notary Public

My commission expires on 12/20/2002

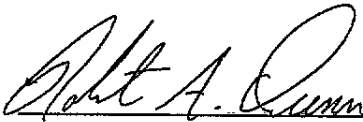


STATEMENT DESIGNATING REGISTERED AGENT AND OFFICE

State of Florida)
County of Volusia

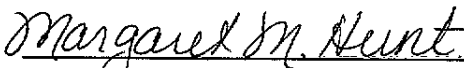
Pursuant to §§ 608.415 and 608.407 of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida:

1. The name of the limited liability company is Dunn's Inspection Service, LLC.
2. The name of the registered agent for Dunn's Inspection Service, LLC is Robert A. Dunn and the street address of the company's principal office where the agent is located is 81 Rains Court, Ponce Inlet, FL 32127.
3. This statement is to acknowledge that, as indicated above, Dunn's Inspection Service, LLC has appointed me, Robert A. Dunn, as its registered agent to accept service of process for the company at the place designated above in this certificate.
4. I accept this 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.



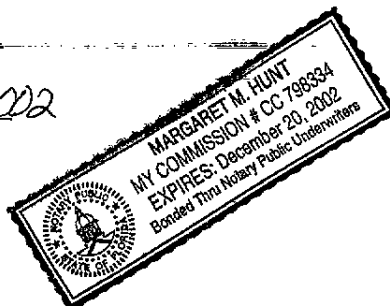
Robert A. Dunn

The foregoing instrument was acknowledged before me this 11th day of February, 2000
Robert A. Dunn, as agent on behalf of Dunn's Inspection Service, LLC. He is personally known
me or has produced Fl. Driver's License [type of identification] as identification.



Notary Public

My commission expires on 12/20/2002



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TALLAHASSEE FLORIDA