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NICK SYSTEM, LLC.

5459 Friarsway Drive
Tampa, FL 33624
Tel. (813) 690-5976

December 18, 2000

Secretary of State
Department of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

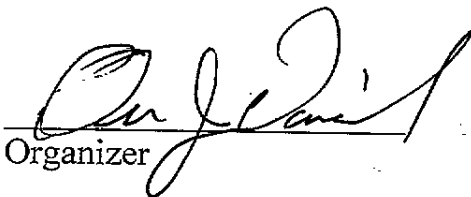
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***125.00 ***125.00

Dear Sir,

Enclosed please find the Articles of Organization for NICK SYSTEM, LLC, which have been properly executed and notarized. The initial Registered Agent has also executed the articles indicating his acceptance of the position of Registered Agent.

I am enclosing a check in the amount of \$ 125.00 to cover the cost of registration and the cost of a certified copy of the Articles of Organization which are to be returned to me at: 1008 S. PARK AVE, SANFORD, FL. 32771

Sincerely,


Organizer

\$125.00

6.00 6 extra pages

\$171.00

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TALLAHASSEE, FLORIDA

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**ARTICLES OF ORGANIZATION FOR
A FLORIDA LIMITED LIABILITY COMPANY
TO BE KNOWN AS**

NICK SYSTEM, LLC

The undersigned natural person, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, hereby adopts the following Articles of Organization.

ARTICLE I - DEFINITIONS

The words and terms used in these Articles of Organization shall be construed according to the definitions of words and terms as given in the Florida Limited Liability Company Act, [Section 608.402].

ARTICLE II - NAME

The name of this limited liability company shall be:

NICK SYSTEM, LLC.

ARTICLE III - PRINCIPAL OFFICE

The principal place of business and mailing address of this limited liability company shall be:

5459 Friarwsay Drive
Tampa, FL 33624

ARTICLE IV - TERM OF EXISTENCE

The term of existence of this limited liability company shall be perpetual.

ARTICLE V - PURPOSE

This limited liability company is organized for the purpose of conducting any lawful business activity permitted under the Florida Limited Liability Company Act, [Section 608.403] and all amendments thereto as of the date of filing of these Articles of Organization with the office of the Department of State for the sovereign state of Florida. "Business" means every trade, occupation, or profession and other lawful business, purpose, or activity, whether or not carried on for profit. [Section 608.402(5)]

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TALLAHASSEE, FLORIDA

ARTICLE VI - POWERS

This limited liability company shall have the same powers as an individual to do all things necessary to carry out its business and affairs, including without limitation, the following powers:

- (1) Sue and be sued, and defend, in its name.
- (2) 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.
- (3) Sell, convey, mortgage, grant a security interest in, lease, exchange, and otherwise encumber or dispose of all or any part of its property.
- (4) 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.
- (5) Make contracts or guarantees, or 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 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.
- (6) Lend money, invest or reinvest its funds, and receive and hold real or personal property as security for repayment.
- (7) Conduct its business, locate offices, and exercise the powers granted by this chapter within or without this state.
- (8) 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.
- (9) Make donations for the public welfare or for charitable, scientific, or educational purposes.
- (10) 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.

(11) Be a promoter, incorporator, shareholder, partner, member, associate, or manager of any corporation, partnership, joint venture, trust, or other entity.

(12) Make payments or donations or do any other act not inconsistent with law that furthers the business of the limited liability company.

ARTICLE VII - MANAGEMENT

The management of this limited liability company shall be vested in a manager or managers and the company shall be a manager-managed company. In this manager-managed company:

(a) Each manager has equal rights in the management and conduct of the company's business.

(b) If there are two (2) managers, all decisions relating to the operation of the business of the company shall require unanimous agreement by both managers. No business activity or decision shall go forward if either of the two managers abstains for the decision or votes in the negative.

(c) If there are three (3) or more managers, all decisions relating to the operation of the business of the company shall require a simple affirmative majority vote of the managers. Any decisions made by any manager in violation of this Article shall be null and void, ab initio, and not binding upon the company,

ARTICLE VIII - APPOINTMENT OF MANAGER(S)

Each and every manager of this limited liability company:

(a) Must be designated, appointed, elected, removed, or replaced by a vote of approval, or consent of a majority-in-interest of the members; and

(b) Holds office until a successor has been elected and qualified, unless the manager sooner resigns or is removed.

ARTICLE IX - GENERAL STANDARDS FOR MANAGER(S)

Each manager shall owe a duty of loyalty and a duty of care to the limited liability company and the members of the limited liability company.

(1) The duty of loyalty includes, without limitation:

(a) Accounting to the limited liability company and holding as trustee for the limited liability company any property, profit, or benefit derived by such manager or managing member in the conduct or winding up of the limited liability company business or derived from a use by such manager or managing member of limited liability company property, including the appropriation of a limited liability

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company opportunity.

- (b) Refraining from dealing with the limited liability company in the conduct or winding up of the limited liability company business as or on behalf of a party having an interest adverse to the limited liability company.
- (c) Refraining from competing with the limited liability company in the conduct of the limited liability company business before the dissolution of the limited liability company.
- (d) The duty of care is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.
- (e) Each manager shall discharge the duties to the limited liability company and to the members under these articles of organization and exercise any rights consistent with the obligation of good faith and fair dealing.
- (f) A manager does not violate a duty or obligation under these articles of organization merely because the manager's conduct furthers such manager's own interest.
- (g) A manager may lend money to and transact other business with the company. As to each loan or transaction, the rights and obligations of the manager are the same as those of a person who is not a member, subject to other applicable law.
- (i) This section applies to a person winding up the limited liability company business as the personal or other legal representative of the last surviving member as if such person were a manager or a member.
- (j) In discharging a manager's duties, a manager is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:
 - (1) One or more members or employees of the limited liability company whom the manager reasonably believes to be reliable and competent in the matters presented;
 - (2) Legal counsel, public accountants, or other persons as to matters the manager reasonably believes are within the persons' professional or expert competence; or
 - (3) A committee of managers or members of which the affected manager is not a participant, if the manager reasonably believes the committee merits confidence.
- (k) In discharging a manager's duties, a manager may consider such factors as the manager deems relevant, including the long-term prospects and interests of the limited liability company and its members, and the social, economic, legal, or other effects of any action on the employees, suppliers, customers of the limited liability company, the communities and society in which the limited liability company operates, and the economy of the state and the nation.
- (l) A manager is not acting in good faith if the manager has knowledge concerning the matter in question that makes reliance otherwise permitted herein unwarranted.
- (m) A manager is not liable for any action taken as a manager, or any failure to take any action, if the manager performed the duties of the manager's position in compliance with this section.

- (n) Action requiring the consent of members or managers under this chapter may be taken without a meeting, subject to the limitations of s. 608.4231.
- (o) A manager may appoint a proxy to vote or otherwise act for the manager by signing an appointment instrument, either personally or by the manager's attorney-in-fact.
- (p) The managers may also hold the offices and have such other responsibilities accorded to them by the members and set out in the articles of organization of the limited liability company.
- (q) The names and addresses of the first persons to serve as managers until the first annual meeting of the members or until any successor(s) is/are duly elected and qualified are:

NAME

Frederick E. Nick

ADDRESS

5637 Forest Haven Cr. Suite 101
Tampa, FL 33615

Dennis J. Daniels

5459 Friarsway Drive
Tampa, FL 33624

ARTICLE X - CONTRIBUTIONS TO CAPITAL

- (1) The contribution of a member may be in cash, property, or services rendered, or a promissory note or other obligation to contribute cash or property or to perform services.
- (2) A promise by a member to contribute to the limited liability company is not enforceable unless it is set out in writing and signed by the member to be charged.
- (3) A member is obligated to the limited liability company to perform any enforceable promise to contribute cash or property or to perform services, even if the member is unable to perform because of the member's death or disability or any other reason. If a member does not make the required contribution of property or services, the member is obligated, at the option of the limited liability company, to contribute cash equal to that portion of the agreed value, as stated in the records of the limited liability company required to be kept pursuant to this chapter, of the stated contribution that has not been made. The foregoing option shall be in addition to, and not in lieu of, any other rights, including the right to specific performance, that the limited liability company may have against such member under the articles of organization or operating agreement or applicable law.
- (4) The obligation of a member to make a contribution or return money or other property paid or distributed in violation of this chapter may be compromised only by consent of all the members. Notwithstanding the compromise, the creditor of a limited liability company, who extends credit or otherwise acts in reasonable

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SIXTH JUDICIAL CIRCUIT
STATE OF FLORIDA

reliance upon that obligation after the member has signed a writing that indicates the obligation and before the amendment or cancellation of the writing to indicate the compromise, may enforce the original obligation to the extent the creditor relied on the obligation when extending credit.

(5) The interest of any member who fails to make any contribution that the member is obligated to make shall be subject to specified penalties for, or specified consequences of, such failure. Such penalties or consequences may take the form of reducing the defaulting member's proportionate membership interest in the limited liability company, subordinating the defaulting member's interest in the limited liability company to that of the non-defaulting members, a forced sale of the defaulting member's membership interest, the forfeiture of the defaulting member's membership interest, the lending by other members of the amount necessary to meet the defaulting member's commitment, a fixing of the value of the defaulting member's membership interest by appraisal or by formula and redemption or sale of the defaulting member's membership interest at such value, or other penalties or consequences.

ARTICLE XI - CONFLICTS OF INTEREST

- (1) No contract or other transaction between this limited liability company and one or more of its members, managers, or managing members or any other limited liability company, corporation, firm, association, or entity in which one or more of its members, managers, or managing members are managers, managing members, directors, or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such members, managers, or managing members are present at the meeting of the managers or managing members or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because their votes are counted for such purpose, if:
- (a) The fact of such relationship or interest is disclosed or known to the managers or managing members or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested members, managers, or managing members;
- (b) The fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent; or
- (c) The contract or transaction is fair and reasonable as to the limited liability company at the time it is authorized by the managers, managing members, a committee, or the members.
- (2) For purposes of paragraph (1)(a) only, a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of

the managers or managing members, or of the committee, who have no relationship or interest in the transaction described in subsection (1), but a transaction may not be authorized, approved, or ratified under this section by a single manager of a manager-managed company or a single managing member of a member-managed company, unless the company is a single member limited liability company. If a majority of the managers or managing members who have no such relationship or interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this section. The presence of, or a vote cast by, a manager or managing member with such relationship or interest in the transaction does not affect the validity of any action taken under paragraph (1)(a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection, but such presence or vote of those managers or managing members may be counted for purposes of determining whether the transaction is approved under other sections of this chapter.

(3) For purposes of paragraph (1)(b), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority-in-interest of the members entitled to be counted under this subsection. Membership interests owned by or voted under the control of a manager or managing member who has a relationship or interest in the transaction described in subsection (1) may not be counted in a vote of members to determine whether to authorize, approve, or ratify a conflict of interest transaction under paragraph (1)(b). The vote of those membership interests, however, is counted in determining whether the transaction is approved under other sections of this act. A majority-in-interest of the members, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this section.

ARTICLE XII - LIABILITY OF MEMBERS AND MANAGERS

(1) Neither the members of a limited liability company nor the managers of a limited liability company managed by a manager or managing member are liable, solely by reason of being a member or serving as a manager or managing member, under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the limited liability company;

(2) Any such member or manager or other person acting under the articles of organization or operating agreement of a limited liability company shall not be liable to the limited liability company or to any such other member or manager for the member's or manager's or other person's good faith reliance on the provisions of the limited liability company's articles of organization or operating agreement; and

(3) The member's or manager's or other person's duties and liabilities may be

expanded or restricted by provisions in a limited liability company's articles of organization or operating agreement.

ARTICLE XIII - INDEMNIFICATION OF MANAGERS, OFFICERS, EMPLOYEES, AND AGENTS.

(1) Subject to such standards and restrictions, if any, found in the operating agreement, this limited liability company may, and shall have the power to, but shall not be required to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

(2) Notwithstanding subsection (1), indemnification or advancement of expenses shall not be made to or on behalf of any manager, managing member, officer, employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to act, of such manager, managing member, officer, employee, or agent were material to the cause of action so adjudicated and constitute any of the following:

- (a) A violation of criminal law, unless the manager, managing member, officer, employee, or agent had no reasonable cause to believe such conduct was unlawful.
- (b) A transaction from which the manager, managing member, officer, employee, or agent derived an improper personal benefit.
- (c) In the case of a manager or managing member, a circumstance under which the liability provisions of s. 608.426 are applicable.
- (d) Willful misconduct or a conscious disregard for the best interests of the limited liability company in a proceeding by or in the right of the limited liability company to procure a judgment in its favor or in a proceeding by or in the right of a member

ARTICLE XIV - NONWAIVABLE PROVISIONS

(1) Except as otherwise provided in subsection (2), all members of the limited liability company may enter into an operating agreement, which need not be in writing, to regulate the affairs of the company and the conduct of its business, establish duties in addition to those set forth in this chapter, and to govern relations among the members, managers, and company. Any inconsistency between written and oral operating agreements shall be resolved in favor of the written agreement. To the extent the operating agreement does not otherwise provide, this chapter governs relations among the members, managers, and company.

(2) The operating agreement may not:

- (a) Unreasonably restrict a right to information or access to records under s. 608.4101;
- (b) Eliminate the duty of loyalty under s. 608.4225, but the agreement may: (i)

Identify specific types or categories of activities that do not violate the duty of loyalty, if not manifestly unreasonable; and (ii) Specify the number or percentage of members or disinterested managers that may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that otherwise would violate the duty of loyalty;

- (c) Unreasonably reduce the duty of care under s. 608.4225;
 - (d) Eliminate the obligation of good faith and fair dealing under s. 608.4225, but the operating agreement may determine the standards by which the performance of the obligation is to be measured, if the standards are not manifestly unreasonable;
 - (e) Vary the right to expel a member in an event specified in this chapter;
 - (f) Vary the requirement to wind up the limited liability company's business in a case specified in this chapter; or
 - (g) Restrict rights of a person, other than a manager, member, or transferee of a member's distributional interest, under this chapter.
- (3) The power to adopt, alter, amend, or repeal the operating agreement of a limited liability company shall be vested in the members of the company unless vested in the manager or managers authorized by the operating agreement to alter, amend, or repeal any portion of the operating agreement.

ARTICLE XV - VOTING BY MEMBERS AND MANAGERS

- (1) The operating agreement may provide for classes or groups of members having such relative rights, powers, and duties as the articles of organization or operating agreement may provide, and may make provision for the future creation in the manner provided in the articles of organization or operating agreement of additional classes or groups of members having such relative rights, powers, and duties as may from time to time be established, including rights, powers, and duties senior to existing classes and groups of members. The articles of organization or operating agreement may provide for the taking of an action, including the amendment of the articles of organization or operating agreement, without the vote or approval of any member or class or group of members, including an action to create under the provisions of the articles of organization or operating agreement a class or group of limited liability company interests that was not previously outstanding. The articles of organization or operating agreement may provide that any member or class or group of members shall have no voting rights.
- (2) The operating agreement may grant to all or certain identified members or a specified class or group of the members the right to vote separately or with all or any class or group of the members or manager on any matter. Voting by members may be on a per capita, number, financial interest, class, group, or any other basis.
- (3) If no voting provision is contained in the operating agreement:
- (a) The members of a limited liability company shall vote in proportion to their

then-current percentage or other interest in the profits of the limited liability company or, in the case of a member who has assigned the member's entire economic interest in the limited liability company to a person who has not been admitted as a member, in proportion to the then-current percentage or other interest in the profits of the limited liability company that the assigning member would have, had the assignment not been made.

(b) In all matters in which a vote is required, a vote of a majority-in-interest of the members shall be sufficient unless provided otherwise in the company's articles of organization or operating agreement or this chapter.

(4) In no event shall the articles of organization be amended by a vote of less than a majority-in-interest of the members.

ARTICLE XVI - AGENCY OF MEMBERS AND MANAGERS

(1) Each member is an agent of the limited liability company for the purpose of its business, and an act of a member, including the signing of an instrument in the company's name, for apparently carrying on in the ordinary course the company's business or business of the kind carried on by the company binds the company, unless the member had no authority to act for the company in the particular matter and the person with whom the member was dealing knew or had notice that the member lacked authority.

(2) An act of a member which is not apparently for carrying on in the ordinary course the company's business or business of the kind carried on by the company binds the company only if the act was authorized by appropriate vote of the other members.

ARTICLE XVII - DELEGATION OF POWER TO MANAGE

Unless otherwise provided in the limited liability company's articles of organization or operating agreement, a member or manager of a limited liability company has the power and authority to delegate to one or more other persons the member's or manager's, as the case may be, 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. Unless otherwise provided in the limited liability company's articles of organization or operating agreement, such delegation by a member or manager of a limited liability company shall not cause the member or manager to cease to be a member or manager, as the case may be, of the limited liability company.

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ARTICLE XVIII - PROPERTY

Limited liability company property shall include, but be limited to:

- (1) All property originally contributed to the limited liability company or subsequently acquired by a limited liability company by purchase or otherwise is limited liability company property.
- (2) All property acquired with limited liability company funds is limited liability company property.
- (3) All instruments and documents providing for the acquisition, mortgage, or disposition of property of the limited liability company shall be valid and binding upon the company, if they are executed in accordance with this chapter.

ARTICLE XIX - DISSOLUTION PROVISIONS

- (1) This limited liability company organized under this chapter shall be dissolved, and the company's affairs shall be concluded, upon the first to occur of any of the following events:
 - (a) At the time specified in the articles of organization or operating agreement, but if no such time is set forth in the articles of organization or operating agreement, then the limited liability company shall have a perpetual existence;
 - (b) Upon the occurrence of events specified in the articles of organization or operating agreement;
 - (c) Upon the written consent of all of the members of the limited liability company;
 - (d) At any time there are no members; however, unless otherwise provided in the articles of organization or operating agreement, the limited liability company is not dissolved and is not required to be wound up if, within 90 days, or such other period as provided in the articles of organization or operating agreement, after the occurrence of the event that terminated the continued membership of the last remaining member, the personal or other legal representative of the last remaining member agrees in writing to continue the limited liability company and agrees to the admission of the personal representative of such member or its nominee or designee to the limited liability company as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member; or
 - (e) The entry of an order of dissolution by a circuit court pursuant to subsection.
- (2) So long as the limited liability company continues to have at least one remaining member, and except as otherwise provided in the operating agreement, the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any

member or the occurrence of any other event that terminates the continued membership of any member shall not cause the limited liability company to be dissolved, and upon the occurrence of any such event, the limited liability company shall be continued without dissolution.

(3) Unless otherwise provided in the operating agreement, on application by or for a member, the circuit court may order dissolution of a limited liability company if it is established by a preponderance of the evidence that it is not reasonably practicable to carry on the business of the limited liability company in conformity with the articles of organization or the operating agreement.

ARTICLE XX - UNAUTHORIZED ASSUMPTION OF POWERS

All persons purporting to act as or on behalf of a limited liability company, having actual knowledge that there was no organization of a company under this chapter, are jointly and severally liable for all liabilities created while so acting except for any liability to any person who also had actual knowledge that there was no organization of a limited liability company.

ARTICLE XXI - LIMITED LIABILITY COMPANY PROPERTY

- (1) All property originally contributed to the limited liability company or subsequently acquired by a limited liability company by purchase or otherwise is limited liability company property.
- (2) All property acquired with limited liability company funds is limited liability company property.
- (3) All instruments and documents providing for the acquisition, mortgage, disposition of property of the limited liability company shall be valid and binding upon the company, if they are executed in accordance with this chapter. (608.425)

ARTICLE XXII - AMENDMENTS

these Articles of Organization may be amended from time to time by a simple majority of members empowered by the operating agreement to cast such votes.

IN WITNESS WHEREOF, the undersigned natural person acting on behalf of the members of this Limited Liability Company, has executed these Articles of Organization for the purposes stated therein, on this 14th day of December, 2000.

Dennis J. Daniels

Dennis J. Daniels
Organizer

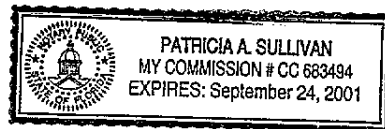
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on this 14th day of December, 2000, by Dennis J. Daniels, in his capacity as Manager of Nick System, LLC.

Notary Public for the State of Florida

(SEAL)

Patricia A. Sullivan
Signature of Notary



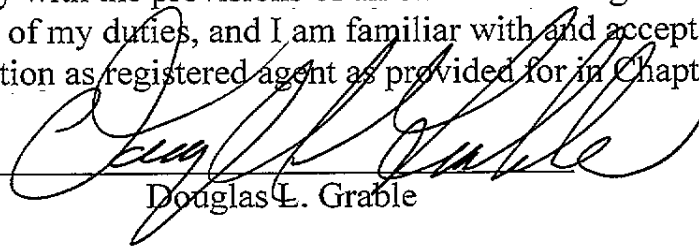
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INITIAL REGISTERED AGENT

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

Douglas L. Grable
130 N. High Street
Lake Mary, FL 32746

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 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.



Douglas L. Grable

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