

57
LO1000010192

STEPHEN H. ARTMAN, P.A.

Attorney at Law

Stephen H. Artman
R. Mark Fore

908 South Florida Avenue
Suite 102, Colonial Building
Lakeland, FL 33803
(863) 688-5252
(863) 688-5055 FAX

June 20, 2001

Bureau of Corporate Records
Post Office Box 6327
Tallahassee, FL 32314

RE: Miller-Fore, LC

700004437117--0
-06/22/01--01053--005
****133.75 ****133.75

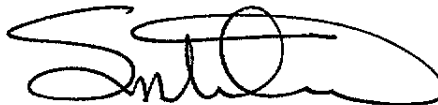
Dear Sir or Madam:

Enclosed please find the original and one copy of the Articles of Organization for the above-referenced Limited Liability Company. Also enclosed please find our check in the amount of \$133.75 for filing fee.

Please file the Articles of Organization and return a certified copy to our office.

Thank you for your kind attention to this matter.

Sincerely,



STEPHEN H. ARTMAN

SHA/ch
Enclosures

E:\WP51\COM\MIL-FORE\FILING.LTR

FILED
01 JUN 22 AM 8:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

mta
6/25

**ARTICLES OF ORGANIZATION
OF
MILLER-FORE, LC**

The undersigned hereby forms a limited liability company under the Florida Limited Liability Company Act and adopt as the Articles of Organization of such limited liability company the following:

I. The name of the limited liability company:

MILLER-FORE, LC

II. The period of the company duration:

The company shall have a perpetual existence.

III. The purpose for which the limited liability company is organized:

The Company is organized to engage in and to do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be organized.

IV. A. The mailing address of the principal office in Florida:

Post Office Box 705
Mulberry, Florida 33860

B. The name and mailing and street address of the registered agent in Florida:

Stephen H. Artman, Esquire
Stephen H. Artman, P.A.
908 South Florida Avenue
Suite 102
Lakeland, Florida 33803

FILED
01 JUN 22 AM 8:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

V. The total amount of cash and a description and agreed value of property other than cash contributed:

Each member has contributed an approximate value of \$1,000.00 represented by his respective capital, labor and services in developing the business.

VI. The total additional contributions, if any, agreed to be made by all members, and the times at which or event upon the happening of which, they shall be made:

Additional contributions shall be made at such times and in such amounts as may be agreed by the Company and/or the Members as provided in the Regulations of the Company.

VII. The right, if given, of the members to admit additional members, and the terms and conditions of the admission:

Additional Members may be admitted at such times and on such terms and conditions as all Members may unanimously agree and as provided in the Regulations of the Company.

VIII. The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the limited liability company:

The remaining Members of the Company may continue the business upon the termination of membership of a Member in the Company upon majority agreement and as provided in the Regulations of the Company.

IX. Management:

A. The Company shall be managed by the Members. Except as otherwise provided in these Articles, each Member shall have the right to act for and bind the Company in the ordinary course of its business. If there is disagreement among the Members as to any issue of management of the Company, the decisions of a majority in interest shall control.

B. The Members, by vote, may from time to time appoint or remove a manager (the "Manager") to carry on the day-to-day affairs of the Company. The Manager need not be a Member. The Manager's authority shall be ministerial only, and the Manager shall not make any decisions on behalf of the Company out of the ordinary course of its business.

X. Annual Meetings:

All regularly scheduled annual meetings may be held only following a twenty-day Notice of Meeting providing the date, time, place and purpose of the meeting, unless waived by all Members.

XI. Special Meetings:

All special meetings of the managers must be preceded by at least a seven day notice of the date, time, place and purpose of the special meeting, unless waived by all Members.

FILED
JUN 22 AM 9:15
CLERK OF COURT
TALLAHASSEE, FL 32304

XII. Amendments to Articles:

Amendments to the Company Articles of Organization or to the Regulations will require the consent of a majority of the Members.

XIII. Dissolution of Company:

A proposal by management to dissolve the Company must be approved by a vote of the majority of the Members.

XIV. Manager's Compensation:

Compensation of any Manager must be approved by a majority vote of all eligible members at an annual or special meeting of the Members.

XV. Other provisions for the regulation of the internal affairs of the limited liability company:

(1) The Company shall indemnify an individual made a party to a proceeding because he is or was a Member, Manager, officer, employee or agent of the company against liability incurred in the proceeding if:

- (a) They conducted themselves in good faith; and
- (b) They reasonably believed that their conduct was in the best interest of the Company; and
- (c) In the case of any criminal proceeding they had no reasonable cause to believe his conduct was unlawful.

(2) The Company shall pay for or reimburse the reasonable expenses incurred by a Member, Manager, officer, employee or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:

- (a) the individual furnishes the Company a written affirmation of his good faith belief that they have met the standard of conduct described herein;
- (b) the individual furnishes the Company a written undertaking executed personally or on his behalf to repay the advance if it is ultimately determined that they did not meet the standard of conduct; and

FILED
01 JUN 22 AM 8:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(c) a determination is made that the facts then known to those making the determination would not preclude indemnification under the law.

(3) The indemnification and advance of expenses authorized herein shall not be exclusive to any other right to which any Member, Manager, officer, employee or agent may be entitled under any By-law, regulation, agreement, vote of Members or disinterested Managers or otherwise. The Articles of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto. These Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.

(4) The principal place of business of the Company shall be in Florida or at such other place as the Members from time to time may agree.

Dated this 29 day of MAY, 2001.


DRAYTON G. MILLER, Ph.D.


R. SCOTT FORE

I, R. SCOTT FORE, being first duly sworn, on oath, depose and say: That I am one of the organizers of MILLER-FORE, LC; that I have read the contents of the foregoing Articles of Organization of said limited liability company, know the contents thereof; and the statements contained in such Articles of Organization are true and correct and constitute my free and voluntary act.



R. SCOTT FORE

FILED
01 JUN 22 AM 8 15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF POLK

The forgoing instrument was acknowledged before me this 15th day of June, 2001, by R. SCOTT FORE, who is personally known to me, or who has produced the following identification: W/A


Notary Public

 Stephen H Artman
My Commission CC795362
Expires December 6, 2002