

TRANSMITTAL LETTER

July 18, 2001

Secretary of State
Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

L010000011842

SUBJECT: SOUTHWELL PROPERTIES, LLC

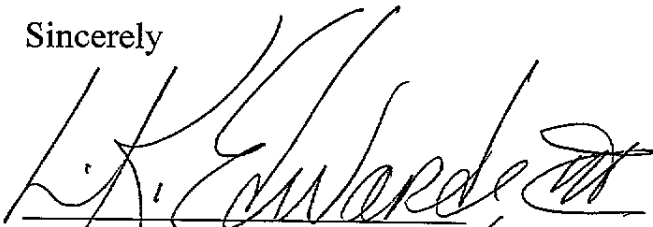
Dear Sir,

Enclosed please find the original and one (1) copy of articles of organization for SOUTHWELL PROPERTIES, LLC, and a check in the amount of \$125.00 for the filing fee and a certificate of Status. You may contact me at (352) 591-1766 (a daytime telephone).

Please return all documents to:

Physical
Lonnie K. Edwards, III
6901 N.W. 193rd Street
Orange Lake, Fla. 32681

Sincerely


Lonnie K. Edwards, III, Organizer

mailing:
P.O. Box 999
Fairfield, Fla.
32634

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Encls: Original Articles of Organization
One copy
Check for \$125.00

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TO ACKNOWLEDGE
SUFFICIENCY OF FILING

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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

**ARTICLES OF ORGANIZATION FOR
A FLORIDA LIMITED LIABILITY COMPANY**

SOUTHWELL PROPERTIES, LLC

The undersigned 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 given in the Florida Limited Liability Company Act.

ARTICLE II - NAME

The name of this limited liability company shall be:

SOUTHWELL PROPERTIES, LLC.

ARTICLE III - PRINCIPAL OFFICE

The initial principal place of business and mailing address of this limited liability company shall be: 6901 N.W. 193rd Street, Orange Lake Florida 32681.

Mailing: P.O. Box 999, Fairfield, FL 32634

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 lawful business activities permitted under the Florida Limited Liability Company Act, and 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)]

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 power to:

(1) Sue and be sued, and defend, in its name.

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- (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 in its own name or as a licensed Real Estate Brokerage..
- (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.

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- (13) Represent other businesses or companies as an independent contractor for the purpose of selling the products and/or services of said businesses or companies.
- (14) Represent any company utilizing independent contractors in a network marketing or MLM type or business organization.

ARTICLE VII - INITIAL REGISTERED AGENT

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

Lonnie K. Edwards, III, 6901 N.W. 193rd Street, Orange Lake Florida 32681

ARTICLE VIII - 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 which:

- (a) The manager shall have complete authority to conduct the management of the company's business.
- (b) All matters relating to the business of the company may be exclusively decided by the manager or, if there is more than one manager, by a majority of the managers.

ARTICLE IX - 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, 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 X - 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 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;
 - (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 [Section 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 manager(s) may also hold the offices and have such other responsibilities

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accorded to them by the members and set out in the articles of organization of the limited liability company.

(q) The name and address of the first person to serve as manager until the first annual meeting of the members or until his successor is duly elected and qualified is Lonnie K. Edwards, III, 6901 N.W. 193rd Street, Orange Lake Florida 32681.

ARTICLE XI - 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 signed by the member.

(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 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 XII - CONFLICTS OF INTEREST

(1) No contract or other transaction between a 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, if 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;

(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

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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 XIII - LIABILITY OF MEMBERS AND MANAGERS

- (1) Except as provided herein, 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 XVI - INDEMNIFICATION OF MANAGERS, OFFICERS, EMPLOYEES, AND AGENTS.

- (1) Subject to such standards and restrictions, if any, as are set forth in its articles of organization or operating agreement, the limited liability company created hereby 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.

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- (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 XVII - NONWAIVABLE PROVISIONS

- (1) Except as otherwise provided in subsection (2), all members of a 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 herein, 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, the Florida Limited Liability Company Act shall govern relations among the members, managers, and company.
- (2) The operating agreement may not:
 - (a) Unreasonably restrict a right to information or access to company records;
 - (b) Eliminate the duty of loyalty under Section. 608.4225, but the agreement may:
 - 1. Identify specific types or categories of activities that do not violate the duty of loyalty, if not manifestly unreasonable; and
 - 2. 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 Section 608.4225;
 - (d) Eliminate the obligation of good faith and fair dealing under Section 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 herein;
 - (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 the Florida Limited Liability Company Act.
- (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.

ARTICLE XVIII - VOTING BY MEMBERS AND MANAGERS

- (1) The members, in an operating agreement, may provide for classes or groups of

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members having such relative rights, powers, and duties as the operating agreement may provide, and may make provision for the future creation in the manner provided in the 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 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 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 operating agreement or by the Florida Limited Liability Company Act.

(4) Notwithstanding any provision to the contrary in the articles of organization or operating agreement, in no event shall the articles of organization be amended by a vote of less than a majority-in-interest of the members.

ARTICLE XIX - AGENCY OF MEMBERS AND MANAGERS

(1) Subject to subsections (2) and (3):

(a) In a member-managed company, 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.

(b) The act of a member which is not apparently for carrying on in the ordinary course

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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.

(2) Subject to subsection (3), in a manager-managed company:

(a) A member is not an agent of the company for the purpose of its business solely by reason of being a member. Each manager is an agent of the company for the purpose of its business, and an act of a manager, 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 manager had no authority to act for the company in the particular matter and the person with whom the manager was dealing knew or had notice that the manager lacked authority.

(b) An act of a manager 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.

(3) No member or manager may sign and deliver any instrument transferring or affecting the company's interest in real property or personal property without first presenting a notarized copy of the minutes of a meeting in which a majority of the members eligible to vote have voted in favor of the sale or transfer. The instrument, when accompanied by the notarized copy of the minutes, is conclusive in favor of a person who gives value without knowledge of the lack of the authority of the person signing and delivering the instrument.

ARTICLE XX - 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.

ARTICLE XXI - 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

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company property.

(2) Unless otherwise provided in the articles of organization or the operating agreement, property acquired with limited liability company funds is limited liability company property.

(3) 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 XXII - DISSOLUTION PROVISIONS

(1) A 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) Unless otherwise provided in the articles of organization or operating agreement, 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 (3);

(2) So long as the limited liability company continues to have at least one remaining member, and except as otherwise provided in the articles of organization or 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 articles of organization or 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

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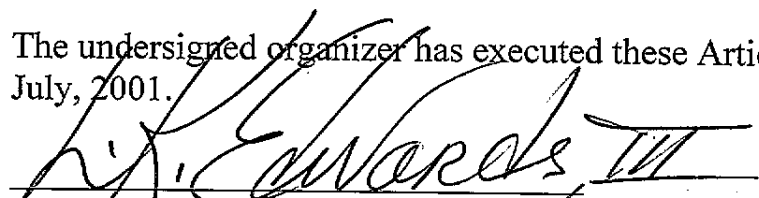
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reasonably practicable to carry on the business of the limited liability company in conformity with the articles of organization or the operating agreement.

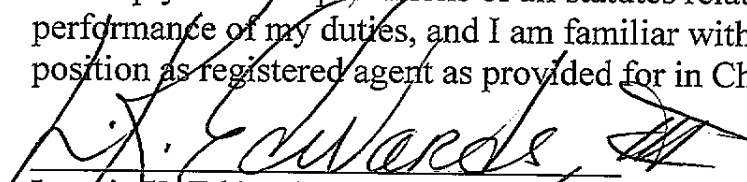
ARTICLE XXIII - UNAUTHORIZED ASSUMPTION OF POWERS

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.

The undersigned organizer has executed these Articles of Organization this 17th day of July, 2001.


Lonnie K. Edwards, III, Organizer

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..


Lonnie K. Edwards, III, Registered Agent

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