

Division of Corporations

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Division of Corporations
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TALLAHASSEE, FLORIDA

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LIMITED LIABILITY COMPANY**Worth Development Co., L.L.C.**

Certificate of Status	0
Certified Copy	1
Page Count	12
Estimated Charge	\$155.00

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**ARTICLES OF ORGANIZATION
OF
WORTH DEVELOPMENT CO., L.L.C.**

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

**ARTICLE I
NAME**

The name of the Limited Liability Company shall be **WORTH DEVELOPMENT CO., L.L.C.**

**ARTICLE II
ADDRESS**

The mailing address of the Limited Liability Company is 21218 St. Andrews Blvd., #605, Boca Raton, FL 33433, and the principal office address is 1917 Northeast Second Street, Deerfield Beach, Florida 33441.

**ARTICLE III
MEMBERS RIGHTS TO CONTINUE BUSINESS**

The period of duration for the Limited Liability Company shall be thirty (30) years, unless terminated earlier by death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or upon the occurrences of any other event which terminates the continued membership of a member, unless the business of the Limited Liability Company is continued by the consent of all of the remaining members.

**ARTICLE IV
PURPOSE**

The purpose or purposes for which this Limited Liability Company is organized are:

To acquire and own tangible and intangible assets, including by not limited to Member Interest Unit or other equity or debt in companies, limited partnerships, limited liability companies or other such entities;

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To acquire by purchase, exchange, gift, bequest, subscription or otherwise, and to hold, own, mortgage, pledge, hypothecate, sell, assign, transfer, exchange or otherwise dispose of or deal in or with its own corporate securities or Member Interest Unit or other securities, including without limitations, any shares of Member Interest Unit, bonds, debentures, notes, mortgages, or other instruments representing rights or interests therein or any property or assets created or issued by any person, firm, association or Limited Liability Company, or any government or subdivisions, agencies or instrumentalities thereof, to make payment therefore in any lawful manner or to issue in exchange therefore its own securities or to use its unrestricted or intention that the purposes specified in each of the paragraphs of this Article 2 shall be regarded as independent purposes and powers;

To do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the subjects herein enumerated, or which may at any time appear conducive to or expedient for the protection or benefit of this Limited Liability Company, and to do said acts as fully and to the same extent as natural persons might, or could do, in any part of the world as principals, agents, partners, trustees or otherwise, either alone or in conjunction with any other persons, association or Limited Liability Company; and

To transact any and all lawful business for which Limited Liability Company may be incorporated under the Florida Limited Liability Company Act.

The foregoing clauses shall be construed both as purposes and powers, and shall not be held to limit or restrict in any manner the general powers of the Limited Liability Company, and the enjoyment and exercise thereof, as conferred by Laws of the State of Florida; and it is the intention that the purposes and powers specified in each of the paragraphs of this Article IV shall be regarded as independent purposes and powers.

ARTICLE V MANAGEMENT

The management of the Limited Liability Company shall be vested in at least one and no more than fifteen managers. There shall be no more managers than members. Managers are to be elected by the members, with each member having a vote proportional to his interest and voting shall be cumulative as in a corporation. If there are more than five managers, at least one manager shall not be a member.

The initial manager of the Limited Liability Company is MJ Knobloch of 1917 Northeast Second Street, Deerfield Beach, Florida 33441.

Subject to the limitations contained in the articles of organization and the Florida Limited

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Liability Company Act concerning corporate action that must be authorized or approved by the members of the Limited Liability Company, all powers shall be exercised by or under the authority of the managers, and the business and affairs of the Limited Liability Company shall be controlled by the managers.

The managers shall delegate, to the extent that it considers necessary, any portion of its authority to manage, control, and conduct the current business of the Limited Liability Company, to any standing or special committee of the Limited Liability Company or to any officer or agent thereof. Notwithstanding any delegation of authority that the board may make hereunder, it shall exercise general supervision over the officers and agents of the Limited Liability Company and shall be responsible to the Members for the proper performance of their respective duties.

Any officer elected or appointed by the Managers, or by the Executive Committee, or by the Members, or any member of the Executive Committee, or of any other standing committee, or any managers or of this Limited Liability Company may be removed at any time, with or without cause, in such manner as shall be provided in the Operating Agreement of this Limited Liability Company.

In all elections of managers of this Limited Liability Company, each members has the right to cast as many votes as equal the number of Member Interest Units held by the shareholder multiplied by the number of managers to be elected, and the shareholder may cast all of such votes for a single director or may distribute them among the number of managers to be elected, or any two or more of them, as such shareholder may see fit. This section may be amended only by a vote of 80% of the outstanding Member Interest Units of the Limited Liability Company.

ARTICLE VI MEMBERS

The Manager has the power to make, repeal, amend and alter the Limited Liability Company, to the extent provided in the Operating Agreement. The paramount power to repeal, amend and alter the Operating Agreement, or to adopt new Operating Agreement, however, is vested in the Members. This power may be exercised by a vote of 75% of the Members present at any annual or special meeting of the Members. Moreover, the managers have no power to suspend, repeal, amend or otherwise alter any Operating Agreement or portion of any Operating Agreement so enacted by the Members, unless the Members, in enacting any Operating Agreement or portion of any Operating Agreement, otherwise provide.

The private property of the Members of this Limited Liability Company is not subject to the payment of Limited Liability Company debts, except to the extent of any unpaid balance of subscription for Member Interest Units.

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Except as otherwise expressly provided by the law of the State of Florida or these articles of organization, the holders of the Member Interest Units shall possess exclusive voting power for the election of managers and for all other purposes. Every holder of record of Member Interest Units entitled to vote shall be entitled to one vote for each Member Interest Units held, except as provided for in the above Article regarding the election of Managers.

Whenever the vote of Members at a meeting of Members is required or permitted to be taken for or in connection with any corporate action by any provision of the Limited Liability Company law of the State of Florida, or of these articles of in organization or of the Operating Agreement authorized or permitted by that law, the meeting and vote of Members may be dispensed with if the proposed corporate action is taken with the written consent of the holders of Member Interest Unit having a majority of the total number of votes which might have been cast for or in connection with that action if a meeting were held; provided that in no case shall the written consent be by the holders of Member Interest Unit having less than the minimum percentage of the vote required by statute for that action, and provided that prompt notice is given to all Members of the taking of corporate action without a meeting and by less than unanimous written consent.

If a Member shall acquire more than 30% of the voting Member Interest Units outstanding other than those Member Interest Units issued to the Member by the Limited Liability Company from unissued Member Interest Units and the Managers, by a majority vote, shall so decide, then the Member shall not be entitled to vote on any matter until a special meeting of the Members is called and the Member's voting power is conferred upon the Member by a vote of no less than 75% of the disinterested Member Interest Units outstanding.

ARTICLE VII AMENDMENTS

The Limited Liability Company shall be deemed, for all purposes, to have reserved the right to amend, alter, change or repeal any provision contained in its articles of organization, as amended, to the extent and in the manner now or in the future permitted or prescribed by statute, and all rights conferred in these articles upon Members are granted subject to that reservation.

ARTICLE VIII REGULATION OF BUSINESS AND AFFAIRS OF THE LIMITED LIABILITY COMPANY

- (a) In furtherance and not in limitation of the powers conferred upon the Managers by

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statute, the Managers is expressly authorized, without any vote or other action by Members other than such as at the time shall be expressly required by statute or by the provisions of these articles of organization, as amended, or of the bylaw, to exercise all of the powers, rights and privileges of the Limited Liability Company (whether expressed or implied in these articles or conferred by statute) and to do all acts and things which may be done by the Limited Liability Company, including, without limiting the generality of the above, the right

(i) Pursuant to a provision of the bylaw, by resolution adopted by a majority of the actual number of managers elected and qualified, to designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in that resolution or in the bylaw, shall have and exercise all the authority of the Managers except as otherwise provided by law;

(ii) To make, alter, amend or repeal bylaw for the Limited Liability Company;

(iii) To authorize the issuance from time to time of all or any Member Interest Units of the Limited Liability Company, now or in the future authorized, part paid receipts or allotment certificates in respect of any such Member Interest Units, and any securities convertible into or exchangeable for any such Member Interest Units (regardless of whether those Member Interest Units, receipts, certificates or securities be unissued or issued and subsequently acquired by the Limited Liability Company), in each case to such Limited Liability Company's, associations, partnerships, firms, individuals or others (without offering those Member Interest Units or any part of them to the holders of any Member Interest Units of the Limited Liability Company of any class now or in the future authorized), and for such consideration (regardless of whether more or less than the par value of the Member Interest Units), and on such terms as the Managers from time to time in its discretion lawfully may determine;

(iv) From time to time to create and issue rights or options to subscribe for, purchase or otherwise acquire any Member Interest Units of the Limited Liability Company of any class now or in the future authorized or any bonds or other obligations or securities of the Limited Liability Company (without offering the same or any part of them to the holders of any Member Interest Units of the Limited Liability Company of any class now or in the future authorized);

(v) In furtherance and not in limitation of the provisions of the above subdivisions (iii) and (iv), from time to time to establish and amend plans for the distribution among or sale to any one or more of the officers or employees of the Limited Liability Company, or any subsidiary of the Limited Liability Company, of any Member Interest Units of Member Interest Unit or other securities of the Limited Liability Company of any class, or for the grant to any of such officers or employees of rights or options to subscribe for, purchase or otherwise acquire any such Member Interest Units or other securities, without in any case offering those Member Interest Units or any part of them to the holders of any Member Interest Units of the

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Limited Liability Company of any class now or in the future authorized; such distribution, sale or grant may be in addition to or partly in lieu of the compensation of any such officer or employee and may be made in consideration for or in recognition of services rendered by the officer or employee, or to provide them with an incentive to serve or to agree to serve the Limited Liability Company or any subsidiary of the Limited Liability Company, or otherwise as the Managers may determine; and

(vi) To sell, lease, exchange, mortgage, pledge, or otherwise dispose of or encumber all or any part of the assets of the Limited Liability Company unless and except to the extent otherwise expressly required by statute.

(b) No contract or transaction between the Limited Liability Company and one or more of its managers or officers, or between the Limited Liability Company and any other Limited Liability Company, partnership, association, or other organization in which one or more of its are managers, members or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the managers or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

1. The material facts as to his interest and as to the contract or transaction are disclosed or are known to the Managers or the committee, and the board or committee in good faith authorizes the contract or transaction by a vote sufficient for such purpose without counting the vote of the interested director or managers; or

2. The material facts as to his interest and as to the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Members; or

3. The contract or transaction is fair as to the Limited Liability Company as of the time it is authorized, approved or ratified, by the Managers, a committee thereof, or the Members. Interested members may be counted in determining the presence of a quorum at a meeting of the Managers or of a committee, which authorizes the contract or transaction.

(c) The Limited Liability Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that he is or was a manager, officer, employee or agent of the Limited Liability Company, or is or was serving at the request of the Limited Liability Company as a manager, officer, employee or agent of another Limited Liability Company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fee), judgments, fines and amounts paid in settlement actually and

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reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Limited Liability Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Limited Liability Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(d) The Limited Liability Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened pending or completed action or suit by or in the right of the Limited Liability Company to procure a judgment in its favor by reason of the fact that he is or was a manager, officer, employee or agent of the Limited Liability Company, or is or was serving at the request of the Limited Liability Company as a manager, officer, employee, or agent of another Limited Liability Company, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Limited Liability Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Limited Liability Company unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such other court shall deem proper.

(e) To the extent that any person referred to in paragraphs (c) and (d) of this article has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to therein or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(f) Any indemnification under paragraphs (c) and (d) of this article (unless ordered by a court) shall be made by the Limited Liability Company only as authorized in the specific case upon a determination that indemnification of the manager officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (c) and (d) of this article. Such determination shall be made (1) by the Managers by a majority vote of a quorum consisting of managers who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested managers so directs, by independent legal counsel in a written opinion, or (3) by the Members.

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(g) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Limited Liability Company in advance of the final disposition of such action, suit or proceeding as authorized by the Managers in the specific case upon receipt of an undertaking by or on behalf of the manager officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Limited Liability Company as provided in this article.

(h) The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, bylaw, agreement, vote of Members or disinterested managers or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a manager officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(i) The Limited Liability Company shall have power to purchase and maintain insurance on behalf of any person who is or was a manager officer, employee or agent of the Limited Liability Company, or is or was serving at the request of the Limited Liability Company as a manager officer, employee or agent of another Limited Liability Company, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him/her in any such capacity, or arising out of his status as such, whether or not the Limited Liability Company would have the power to indemnify him against such liability under the provisions of this Article 11.

(j) For the purposes of this article, references to "the Limited Liability Company" include all constituent Limited Liability Company's absorbed in a consolidation or merger as well as the resulting or surviving Limited Liability Company so that any person who is or was a manager officer, employee or agent of such a constituent Limited Liability Company or is or was serving at the request of such constituent Limited Liability Company as a manager officer, employee or agent of another Limited Liability Company, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this section with respect to the resulting or surviving Limited Liability Company as he would if he had served the resulting or surviving Limited Liability Company in the same capacity.

ARTICLE IX AMENDMENT OF REGULATIONS

The power to adopt, alter, amend or repeal the Operating Agreement of this Limited Liability Company shall be vested in the Members of the Limited Liability Company. Unless otherwise required by law, a majority of the members as determined by their ownership interest shall be 50% plus one vote.

ARTICLE X

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TRANSFERABILITY OF MEMBER'S INTEREST

Membership interest units shall measure membership interests. There shall be 1,000,000 members interest units to be issued. Each Member Interest Unit unless otherwise provided for by law on this Articles of Organization shall be one vote, unless provided for elsewhere in these Articles of Organization. The beneficial interest of a Member of this Limited Liability Company may be transferred or assigned to such extent and in the manner provided in the Operating Agreement. If all of the remaining majority of this Limited Liability Company do not approve of such proposed transfer or assignment by unanimous written consent, the transferee of the interest of such member shall have no right to participate in the management of the business and affairs of this Limited Liability Company or to become a Member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income, and the return of contributions to which that Member otherwise would be entitled.

**ARTICLE XI
WITHDRAWAL OR REDUCTION OF
MEMBER'S CONTRIBUTIONS TO CAPITAL**

A withdrawing Member shall not receive out of the Company any distribution until all liabilities of this Limited Liability Company, except liabilities to Members on account of their contributions to capital, do not exceed the value of the Limited Liability Company's assets.

**ARTICLE XII
REGISTERED OFFICE AND AGENT**

The street address of the initial registered office is: MJ Knobloch, 1917 Northeast Second Street, Deerfield Beach, Florida 33441. The initial registered agent for the Limited Liability Company shall be MJ Knobloch.

**ARTICLE XII
COMMENCEMENT OF EXISTENCE**

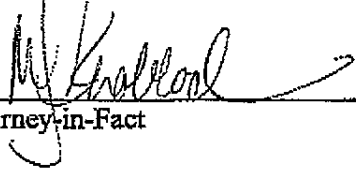
The Limited Liability Company shall be deemed to commence its existence immediately upon effectiveness.

IN WITNESS WHEREOF, we have subscribed our names this 1st day of August, 2001.

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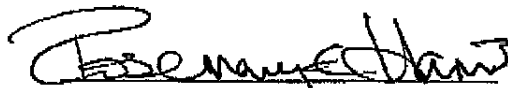
MJ Knobloch



Attorney-in-FactSTATE OF FLORIDA
COUNTY OF Broward

On this 1st day of August, 2001, before me, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared MJ Knobloch to me known to be the person whose name is subscribed to the within instrument, or produced identification, and she acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public, State of

Print Name: ROSEMARY E. HARRISMy Commission Expires: JUNE 1, 2003

Rosemary E. Harris
Commission # 00841787
Expires June 1, 2003
Bonded Through
Atlantic Bonding Co., Inc.

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ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above-named Limited Liability Company, at the office stated above, I hereby accept to act in the capacity of Registered Agent and agree to comply with the provisions relative to keeping said office open.



MJ Knobloch
Registered Agent

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