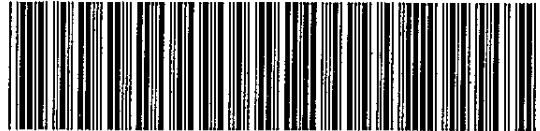


L01000020374

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04 MAR 12 AM 10:49

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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03/12/04--01060--032 **25.00

(Requestor's Name)

(Address)

(Address)

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☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

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E. H. Van Hoesen
Vanguard Development Group
1100 S. Collier Blvd. #1123
Marco Island, FL 34145-6465
Ph 239-642-7088 Fax 239-394-4043
E-mail: vanguard@sprynet.com

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04 MAR 12 AM 10:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

March 8, 2004

Division of Corporations
State of Florida
409 E. Gaines Street
Tallahassee, FL 32399

Re: Articles of Amendment to Articles of Incorporation-Vanguard
Development Group, LLC L000020374

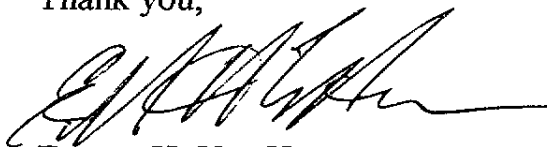
Enclosed is an Amendment to our Articles of Incorporation

David W. Van Hoesen has been designated a Special Manager and assigned
a 10% interest in the corporation.

A 25\$ check to cover the filing fee is enclosed.

Please update the Corporations Online website ASAP

Thank you,



Everett H. Van Hoesen
Primary Manager

**ARTICLES OF AMENDMENT
TO ARTICLES OF ORGANIZATION
OF
VANGUARD DEVELOPMENT GROUP, LLC**

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SECRETARY OF ST/
TALLAHASSEE, FLO

- FIRST:** The date of filing of the articles of organization was 11/27/2001
- SECOND:** The following amendment to the articles of organization was adopted by the limited liability company.

ASSIGNMENT OF INTEREST

THAT EVERETT H. VAN HOESEN (hereinafter referred to as "Assignor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Assignor in hand paid by DAVID W. VAN HOESEN (hereinafter referred to as "Assignee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has SOLD, TRANSFERRED, ASSIGNED AND CONVEYED, and does hereby SELL, TRANSFER, ASSIGN AND CONVEY unto Assignee absolutely all of Assignor's right, title and interest in and to a TEN PERCENT (10%) beneficial interest in VANGUARD DEVELOPMENT GROUP, LLC, (the "LLC") a Florida limited liability company.

This Assignment results in Assignee's receiving a ten percent interest in the LLC as such is more fully described in that certain Operating Agreement dated November 20, 2001, as subsequently amended (the "Agreement").

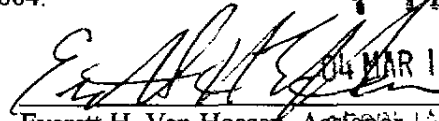
Assignee covenants and agrees to be bound by all the terms and provisions of the Agreement. Without limiting the foregoing, Assignee assumes all Assignor's obligations under the Agreement, and covenants and agrees to perform all such obligations and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, at any time or from time to time at the request of Assignor, such other and further separate and specific undertakings, documents and instruments, and to take, or cause to be taken, such other action, as Assignor may reasonably request, all in order more effectively to effect the assumption and undertaking of Assignee to perform the obligations of Assignor under the Agreement to the extent of the interest of Assignor assigned to Assignee hereunder.

Assignor warrants to Assignee (i) that Assignor has good and absolute title to all of the interest herein assigned, subject to no defect of title, lien, mortgage, claim or encumbrance whatsoever; (ii) that Assignor has full power and authority to sell, assign, transfer, convey and deliver said interest to Assignee and (iii) that the transfer of said interest in the manner herein provided will not cause a default under any agreement respecting said interest. Assignor further warrants that Assignor will defend said interest against the claims and demands of all persons or the benefit of Assignee.

Assignor covenants and agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, at any time or from time to time at the request of Assignee, such other and further separate and specific assignments, documents and instruments, and to take, or cause to be taken, such other action as Assignee may reasonably request, all in order more effectively to sell, transfer, assign and convey the interest intended to be sold, transferred, assigned and conveyed by this Assignment.

EXECUTED this 8th day of March, 2004.

FILED


Everett H. Van Hoesen, Assignor
04 MAR 12 AM 10:49
TALLAHASSEE, FLORIDA
CLERK OF STATE


DAVID W. VAN HOESSEN, Assignee

FILED

04 MAR 12 AM 10:49

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**SECOND AMENDMENT TO
OPERATING AGREEMENT
OF**

VANGUARD DEVELOPMENT GROUP, LLC

THIS AGREEMENT, executed the 8th day of March, 2004, between EVERETT H. VAN HOESEN ("Van") and DAVID W. VAN HOESEN ("Dave") (collectively hereinafter referred to as "Members"), is to modify the Operating Agreement dated November 20, 2001.

WITNESSETH:

WHEREAS, Van previously formed VANGUARD DEVELOPMENT GROUP, LLC, a limited liability company pursuant to the laws of the State of Florida for the purposes hereinafter set forth, and established rights and obligations in connection with the limited liability company ("LLC");

WHEREAS, Van is now willing to transfers 10% voting ownership in the LLC from himself to Dave for nominal consideration;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Members agree as follows:

1. Effective immediately, Van shall serve as primary Manager, and Dave shall serve as a Special Manager. As Special Manager, Dave has authority to make decisions in dealing with subcontractors, but may not buy or sell property of the LLC, nor make expenditures in excess of \$5,000, except with the consent of the primary Manager.
2. As a Member and as Special Manager, Dave shall receive a salary or priority distributions from the LLC in an amount agreed to by a majority in interest of the Members. All other profits shall be distributed to Van.
3. Dave recognizes and acknowledges he is buying his interest in the LLC from Van for nominal consideration, and as such and through this Amendment does hereby, grant to Van the right to acquire Dave's interest in the LLC, at any time and for any reason, for \$100. Dave also irrevocably appoints the primary Manager as his attorney in fact to sign such documentation as may be required from time to time

FILED

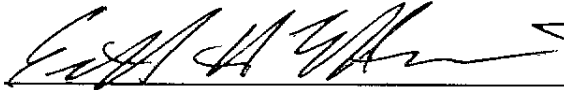

to effectuate this sale from Dave to Van, upon written notice from Van to Dave
and the LLC of Van's election to exercise such right to purchase.

SEP 12 AM 10:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This First Amendment to the Operating Agreement makes the changes as set forth above, and for all other purposes, the Members confirm the Operating Agreement as presently in effect, except when conflicting with this Amendment, in which case, this Amendment shall control.

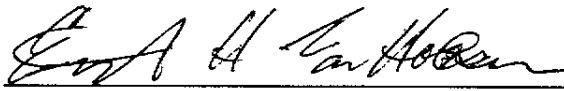
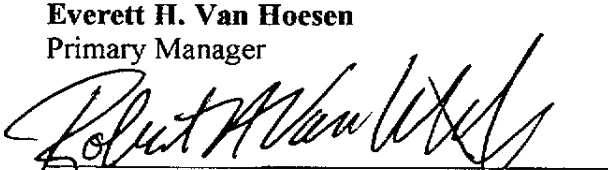
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Operating Agreement on the date first above written.

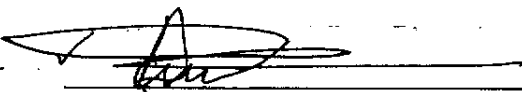
MEMBERS:


Everett H. Van Hoesen

ROBERT A. VAN WINKLE


DAVID W. VAN HOESEN

ACCEPTED as of the date written above.


Everett H. Van Hoesen
Primary Manager

ROBERT A. VAN WINKLE
Special Manager


DAVID W. VAN HOESEN
Special Manager

ASSIGNMENT OF INTEREST

FILED

04 MAR 12 AM 10:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THAT EVERETT H. VAN HOESEN (hereinafter referred to as "Assignor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Assignor in hand paid by DAVID W. VAN HOESEN (hereinafter referred to as "Assignee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has SOLD, TRANSFERRED, ASSIGNED AND CONVEYED, and does hereby SELL, TRANSFER, ASSIGN AND CONVEY unto Assignee absolutely all of Assignor's right, title and interest in and to a TEN PERCENT (10%) beneficial interest in VANGUARD DEVELOPMENT GROUP, LLC, (the "LLC") a Florida limited liability company.


This Assignment results in Assignee's receiving a ten percent interest in the LLC as such is more fully described in that certain Operating Agreement dated November 20, 2001, as subsequently amended (the "Agreement").

Assignee covenants and agrees to be bound by all the terms and provisions of the Agreement. Without limiting the foregoing, Assignee assumes all Assignor's obligations under the Agreement, and covenants and agrees to perform all such obligations and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, at any time or from time to time at the request of Assignor, such other and further separate and specific undertakings, documents and instruments, and to take, or cause to be taken, such other action, as Assignor may reasonably request, all in order more effectively to effect the assumption and undertaking of Assignee to perform the obligations of Assignor under the Agreement to the extent of the interest of Assignor assigned to Assignee hereunder.

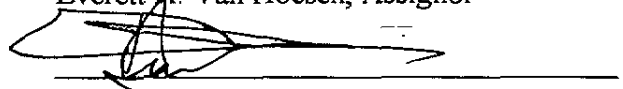
Assignor warrants to Assignee (i) that Assignor has good and absolute title to all of the interest herein assigned, subject to no defect of title, lien, mortgage, claim or encumbrance whatsoever; (ii) that Assignor has full power and authority to sell, assign, transfer, convey and deliver said interest to Assignee and (iii) that the transfer of said interest in the manner herein provided will not cause a default under any agreement respecting said interest. Assignor further warrants that Assignor will defend said interest against the claims and demands of all persons or the benefit of Assignee.

Assignor covenants and agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, at any time or from time to time at the request of Assignee, such other and further separate and specific assignments, documents and instruments, and to take, or cause to be taken, such other action as Assignee may reasonably request, all in order more effectively to sell, transfer, assign and convey the interest intended to be sold, transferred, assigned and conveyed by this Assignment.

EXECUTED this 8th day of March, 2004.



Everett H. Van Hoesen, Assignor



DAVID W. VAN HOESEN, Assignee