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*ALSO MEMBER OF
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September 6, 2001

Secretary of State
Division of Corporations
New Filing Section
Post Office Box 6327
Tallahassee, Florida 32314

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Re: Southeastern Mechanical Contractors, L.L.C.

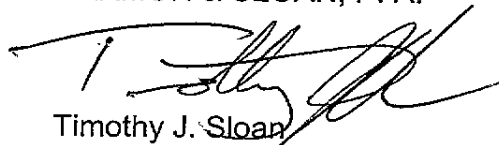
Gentlemen:

Enclosed please find the original and one copy of the Articles of Organization of the above referenced limited liability company, together with the Acceptance of Registered Agent and a check in the amount of \$125.00 to cover the cost of filing. Please file these Articles at your earliest convenience, and return a certified copy to us.

Thank you for your assistance with this matter. If there are any questions, please do not hesitate to call collect.

Sincerely,

HARMON & SLOAN, P. A.

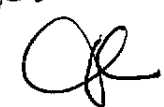

Timothy J. Sloan

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TALLAHASSEE, FLORIDA

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Enclosures

cc: Albert E. Hathaway

L02-20535


**ARTICLES OF ORGANIZATION
OF
SOUTHEASTERN MECHANICAL CONTRACTORS, L.L.C.**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

We further declare that the following Articles will serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I
Name and Principal Place of Business

The name of the limited liability company shall be SOUTHEASTERN MECHANICAL CONTRACTORS, L.L.C., and its mailing address and principal office shall be located at 2819 Malone Drive, Panama City, Florida 32405, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II
Purposes and Power

This limited liability company shall be authorized to engage in any activity or business authorized by the laws of the State of Florida. In facilitation of that general grant of power and purpose, by way of illustration and not limitation, the limited liability company is authorized to do the following:

1. To own, sell, transfer, convey, mortgage, pledge or encumber any real or personal property.
2. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or any political or administrative subdivision, or department, and to perform and carry out, assign, cancel or rescind any of such contracts.
3. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

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ARTICLE III
Exercise of Powers

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time and the regulations of the limited liability company by unanimous vote of the members of the limited liability company.

ARTICLE IV
Management

The limited liability company is to be managed by a manager and the name and address of the initial manager who is to serve as manager is:

Albert E. Hathaway
228 East 34th Street
Panama City, Florida 32405

ARTICLE V
Membership restrictions

Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except by unanimous written consent of all of the members.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining member(s) shall have the right to continue the business upon unanimous consent of the remaining members.

ARTICLE VI
Rights and Duties of Managers

6.1 Management. The business and affairs of the company shall be managed solely by its designated managers. The members shall from time to time elect chief manager, shall be the operating manager of the company and shall have the authority to bind the company in all matters in the ordinary course of business. Albert E. Hathaway is hereby designated the initial chief manager until his resignation or removal from office or until successors elected and qualified. With the exception of the chief manager, the managers may, from time to time, apportion and delegate responsibilities among other members.

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6.2 Certain powers of the Manager. Without limiting the generality of section 6.1, but subject to the express provisions of this section 6.2, the manager shall have full, complete, and unilateral power to do any and all things, including acts through any duly authorized agent, except as otherwise provided herein, on behalf of the company:

(A) To acquire property from any person or entity as such manager may determine. The fact that a member is directly or indirectly affiliated or connected with any such person or entity shall not prohibit the manager from dealing with that person or entity;

(B) To borrow money for the company from banks other lending institutions, or affiliates of the members on such terms as they deem appropriate and in connection therewith, to hypothecate, encumber, and grant security interests in the assets of the company to secure repayment of the borrowed sums. Except as otherwise provided in the Florida Act, no debt shall be contracted or a liability incurred by or on behalf of the company except by the company's manager.

(C) To purchase liability and other insurance to protect the company's property and business.

(D) To hold and own any company real and or personal properties in the name of the company.

(E) To invest any company funds temporarily.

(F) Upon affirmative vote of the members holding majority of the interest, to sell or otherwise dispose of all or substantially all of the assets of the company as part of a single transaction or plan.

(G) To execute on behalf of the company all instruments and documents including without limitation checks, drafts, notes and other negotiable instruments, mortgages, or deeds of trust, security agreements, financing statements, documents provided for the acquisition mortgage or disposition of the company's property, assignments, bill of sale, leases, partnership agreements, and any other instrument or documents necessary in the sole and absolute opinion of the manager.

6.3 Salaries. The salaries and other compensation of each manager shall be fixed from time to time by the members voting in duly constituted meeting of such. No manager shall be prevented from receiving such salary by reason of the fact that he is also a member of the company.

6.4 Removal. At any meeting called expressly for that purpose, a manager may be removed at any time, with or without cause, by a vote of the membership as required by the Operating Agreement of the limited liability company.

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ARTICLE VII
Capital Contributions

Capital contributions in the amount of \$1,000.00 shall be paid to the limited liability company by the members in equal shares. Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members. Members will make contributions in equal shares.

ARTICLE VIII
Duration

This limited liability company shall exist perpetually from the date of filing until dissolved in a manner provided by law, or as provided in the Operating Agreement adopted by the members.

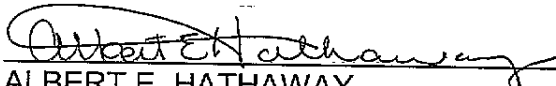
ARTICLE IX
Initial Registered Agent

The name and address of the initial registered agent of the limited liability company is:

Timothy J. Sloan
427 McKenzie Avenue
Panama City, Florida 32401


The undersigned, being the sole original member of the limited liability company, certifies that this instrument constitutes the proposed Articles of Organization of SOUTHEASTERN MECHANICAL CONTRACTORS, L.L.C.

Executed this 9th day of August, 2002.


ALBERT E. HATHAWAY

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 9th day of August, 2002, by ALBERT E. HATHAWAY, who presented FL DL as identification.


Notary Public - Signature

(SEAL)  Mary E. Weaver
My Commission CC967914
Expires September 19, 2004

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

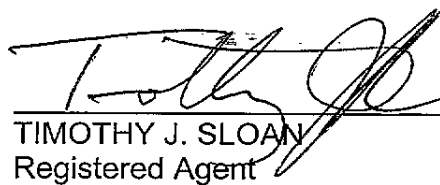
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**ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT
OF
SOUTHEASTERN MECHANICAL CONTRACTORS, L.L.C.,
a Florida limited liability company**

Having been named to accept service of process for the above-named corporation, at the place designated in the Articles of Organization, I hereby accept to act in this capacity, and agree to comply with the provisions of the Florida Statutes relative to keeping open said office.

Dated as of the 9th day of August, 2002.


TIMOTHY J. SLOAN
Registered Agent

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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