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(Business Entity Name)

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(Document Number)

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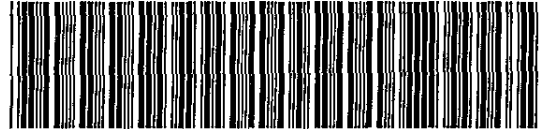
Special Instructions to Filing Officer:

789, 0707, 671

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*[Signature]*

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TALLAHASSEE, FLORIDA

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LYNNE KALOGEROPOULOS

6718 Lake Nona Pl  
Lake Worth FL 33463  
Phone: (561) 439-5084

May 11, 2003

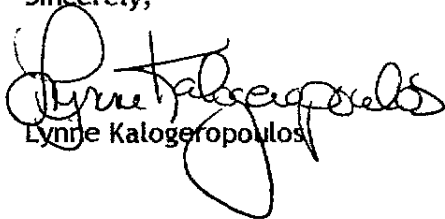
Registration Section  
Division of Corporations  
Post Office Box 6327  
Tallahassee, FL 32314

To Whom it may concern,

Please find attached a copy of the Articles of Organization for a Limited Liability Company named JNG, LLC and the name, address and signature of acceptance of the registered agent. I have also included a check for \$125.00 for the; filing fee for the Articles of Organization and Designation of Registered Agent

My address is at the top this letter. My daytime phone number is (561)868-0086

Sincerely,

  
Lynne Kalogeropoulos

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TALLAHASSEE, FLORIDA

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

July 9, 2003

LYNNE KALOGEROPOULOS  
6718 LAKE NONA PL  
LAKE WORTH, FL 33463

SUBJECT: JNG, LLC  
Ref. Number: W03000014461

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TALLAHASSEE, FLORIDA

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We have received your document for JNG, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The designation of the registered office and the registered agent, both at the same Florida street address, must be contained within the document pursuant to Florida Statutes. The registered agent must sign accepting the designation as required by Florida Statutes.

The registered agent must sign accepting the designation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6097.

Marsha Thomas  
Document Specialist

Letter Number: 203A00040605

**ARTICLES OF ORGANIZATION**  
**FOR**  
**LIMITED LIABILITY COMPANY**  
**JNG, LLC**

THIS LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION are made and entered into effective as of the 6<sup>th</sup> day of MAY, 2003, between Lynne Kalogeropoulos and Linda B. Allen (sometimes hereinafter referred to as "Member", "Members" or "Managing-Member") under Chapter 608 of the Florida Statutes.

**ARTICLE I**

**ORGANIZATION NAME; PURPOSE; DEFINITIONS**

1.1 Name of Company.

The name of the company will be JNG, LLC.

1.2 Purpose of the Company.

The purpose for which the company is organized is to engage in any and all business and activities permitted by the laws of the State of Florida. The company shall have all the powers vested in a Limited Liability Company organized and existing by virtue of such laws.

1.3 Certain Definitions.

As used in this Agreement, the following terms shall have the meanings herein after set forth, except as otherwise provided herein:

(a) Available Cash

Cash funds of the company, excluding cash proceeds from a from a Terminating Capital Transaction, if any, and after provision for (i) payment of all outstanding and unpaid current obligations, expenses and charges of the Company as of such time (including all amounts of any principal or interest payable with respect to any loans from the member); and (ii) a reasonable working reserve as determined by the Managing-Member to be available for distribution to the Members.

(b) Capital Contributions.

The amount of cash or the agreed fair market value of property contributed by the members to the capital of the company, as reflected in the books of the company.

(c) Capital Transaction.

An interim capital transaction or a terminating transaction.

(d) Code.

The Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provision of any Federal Internal Revenue law enacted in substitution of the Internal Revenue Code of 1986.

(e) Company.

The "Company" shall mean JNG, LLC a Florida limited liability company.

(f) Event of Termination.

Any of the events that results in dissolution of the company as set forth in Section

7.1 hereof.

(g) Interim Capital Transaction.

A transaction pursuant to which the company borrows funds or refinances existing debt, a sale, condemnation, exchange, abandonment or other disposition of a portion (which is less substantially all) of the assets of the company, an insurance recovery or any other transaction, other than a terminating capital transaction, that, in accordance with generally accepted accounting principles, is considered capital in nature.

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(h) Law.

The Florida Limited Liability Company Act, as amended from time to time.

(i) Managing-Member.

Lynne Kalogeropoulos, Linda B. Allen or such other individual or entity as may be hereafter appointed as Managing-Member.

(j) Members.

Lynne Kalogeropoulos, Linda B. Allen or such other individual or entity as may be hereafter admitted as a Member.

(k) Member Interest or Interests.

The entire ownership interest of a member in the company at any particular time, including such member's rights to any and all distributions, allocations and other incidents of and under applicable law, together with the obligations of such member to comply with all of the terms and provisions of this agreement and the law, and further including its capital account.

(l) Member Percentages.

The percentages of interest of a member in the company. As of this date, Lynne Kalogeropoulos and Linda B. Allen as member each have fifty percent (50%) member percentage.

(m) Regulations.

Regulations shall mean regulations issued by the United States Treasury Department under the Code.

(n) Term.

The period commencing as of the date of this agreement and ending upon occurrence of an event of termination.

(o) Termination Capital Transaction.

A sale, condemnation, exchange or other disposition, whether by foreclosure, abandonment or otherwise, of all or substantially all of then remaining assets of the company or a transaction that will result in a dissolution of the company.

## ARTICLE II

### MEMBER; MEMBERSHIP INTEREST

#### 2.1 The Principal Office; Registered Office.

The principle office shall be located at 6718 Lake Nona Place, Lake Worth, Florida, 33463, or at such other location as may be determined by the Member's and the mailing address of the Company is c/o Lynne Kalogeropoulos, 6718 Lake Nona Pl., Lake Worth, FL 33463.

#### 2.2 Admission of additional Members.

Additional Member(s) will be admitted to the Company only upon the written consent and upon the terms agreed to by the Member's.

#### 2.3 Liability and Indemnification.

The Members, its employees and affiliates shall not be liable to the Company for any loss or liability incurred in connection with any act or omission in the conduct of the business of the Company in accordance with the terms hereof, except for any loss or liability which the Company incurs in connection with a Member's fraud, willful and wanton misconduct or gross negligence. The Company to the fullest extent permitted by law, hereby agrees to defend and indemnifies and holds harmless the members, its employees and affiliates from and against any and all liability, loss, cost, expense or damage incurred or sustained by the reason of any act or omission in the conduct of the business of the Company in accordance with the terms hereof, including, but not limited to, reasonable attorneys' and paralegals' fees through any and all negotiations, and trial appellate levels; provided however the Company shall not indemnify the member with respect to any of the foregoing incurred in connection with fraud, willful and wanton misconduct or gross negligence of the member. The provisions of this section 2.3 shall survive the termination of the Company.

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## ARTICLE III

### MANAGEMENT OF THE COMPANY

#### 3.1 Rights, Powers and Duties of the Managing-Member

The over all management and control of all aspects of the day-to-day business and affairs of the company shall be vested exclusively in the Managing-Member. Any action taken by the Managing Member shall constitute the act of and serve to bind the Company, and no decision shall be made or action taken with respect to the Company unless such decision or action has been approved by the Managing-Member. Without limiting the generality of the foregoing, the Managing-Member is hereby authorized on behalf of the Company, to:

- (a) To keep all books of accounts and other records required by the Company, keep vouchers, statements, receipted bills, invoices and all other records, covering all collections, disbursements and other data in connection with the Company's business;
- (b) To hire, retain or employ, dismiss and coordinate the services of all employees, supervisors, attorneys, accountants, consultants, independent contractors, and other persons necessary or appropriate to carry out the business of the Company;
- (c) To determine the timing and amount of distributions of available cash and net proceeds from capital transactions;
- (d) To the extent that funds of the company are available therefore to pay all debts and other obligations of the company when due, including amounts due under loans to the company;
- (e) To vote in person or by general or limited proxy, or refrain from voting, any securities for any purpose;
- (f) To lease or let portions of the company property, whether real or personal, in furtherance of the business of the company at prevailing and customary market rates and term;
- (g) To compromise, contest, prosecute or abandon claims in favor of or against the company and to agree to any decision or modification of any contract or agreement; and
- (h) To do any and all other things which are necessary, incidental or required in giving effect to all of the foregoing duties and responsibilities.

#### 3.2 Exculpation of the Managing-Member

- (a) The Managing-Member, any affiliates and any employee or agent of any who perform services for the company within the scope of such Managing-Members authority, shall not be liable to the company for any act or failure to act on behalf of the company, unless such act or failure to act resulted from willful gross negligence.
- (b) The Managing-Member may consult with counsel and accountants in respect of company affairs and shall be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such counsel or accounts. The provisions of this section 3.2 shall be construed so as to effectuate the provisions to the fullest extent permitted by law.

#### 3.3 Indemnification

- (a) The Managing-Member shall not be liable to the company for any loss or liability incurred in connection with any act or omission in the conduct of the business of the company in accordance with the terms hereof, except for any loss or liability, which the company incurs in connection with such Managing-Members fraud, willful and wanton misconduct or gross negligence. The company to the fullest extent permitted by law, hereby agrees to defend and indemnifies and hold harmless the Managing-Member and its members, employees and agents from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any including, but not limited to, reasonable attorneys' and paralegals' fees through any and all negotiations, and trial and appellate levels; provided however the company shall not indemnify the Managing-Member with respect to any of the foregoing incurred in connection with fraud, willful and wanton misconduct or gross negligence of the Managing-Member. The provisions of this section 3.3 shall survive termination of the company.
- (b) Upon approval by the member the company shall advance reasonable attorneys' fees and other costs and expenses incurred by the Managing-Member in connection with the defense of any pending or threatened action or proceeding which arises out of conduct which is the subject of the

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indemnification provided hereunder, subject to an agreement to reimburse the company for such advance to the extent that it shall finally be determined by a court of competent jurisdiction that the Managing-Member was not entitled to indemnification under section 3.3.

#### 3.4 Exercise of Rights and Powers.

The Managing-Member shall be obligated to devote only such time to the company as shall reasonably be required to carry out its duties to the company. Except to the extent expressly provided elsewhere in this agreement, the Managing-Member may delegate all or any of its powers, rights and obligations hereunder, and may appoint, employee, contract or otherwise deal with any person, including any affiliate, for the transaction of the business of the company, which person or affiliate may under the supervision of the Managing-Member perform any acts or services for the company on account of such services as the Managing-Member deems proper. The Managing-Member in its discretion is authorized, empowered and directed to appoint any and all officers of the company. The Managing-Member may have active business interests other than the company and shall have no obligation to permit the company to participate in any such business interest or any other business opportunity.

#### 3.5 Right to Rely on Authority of the Managing-Member.

No person dealing with the Managing-Member shall be required to determine the Managing-Members authority to make any undertaking on behalf of the company or to determine any fact or circumstance bearing upon the existence of the Managing-Member's authority.

### ARTICLE IV

#### CAPITAL CONTRIBUTIONS

##### 4.1 Capital Contributions.

Capital contributions may be made at the discretion of the Managing-Member.

##### 4.2 Other Matters Relating to Capital Contributions.

Loans by the members to the company shall not be considered Capital contributions.

### ARTICLE V

#### DISTRIBUTIONS

##### 5.1 Distribution of Available Cash.

The available cash of the company, if any, shall be distributed at such time as the Managing-Member shall determine.

##### 5.2 Distributing Following Terminating Capital Transaction.

Distributions following a terminating capital transaction shall be distributed in the manner set forth in section 7.2 hereof.

### ARTICLE VI

#### TAX STATUS

6.1 Solely for United States Federal Income Tax purposes, as a limited liability company with more than one member, the company shall be treated as a partnership.

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## ARTICLE VII

### DISSOLUTION-TERMINATION

#### 7.1 Dissolution.

The company shall be dissolved, its assets disposed of, and its affairs wound up only upon the occurrence of one or more of the following events.

- (a) The written election by the Members that the company be dissolved; or
- (b) Any event pursuant to which the company is required by law to be dissolved.

#### 7.2 Wind-Up.

Upon the dissolution of the company, the Managing-Member shall make a final accounting of the business and affairs of the company and shall proceed with reasonable promptness to liquidate the business, property and assets of the company and to distribute the proceeds in the following priority:

- (a) To the payment of expenses of any sale, disposition or transfer of the company assets.
- (b) To the payment of just debts and liabilities (including any accrued, but unpaid interest) of the company aaaaaaa9including to the members), in order of priority provided by law;
- (c) To the establishment of any reserve that the Managing-Member may determine to be reasonably necessary and adequate for any contingent liabilities and obligations of the company of the members arising out of or in connection with the business of the company; and
- (d) The Managing-Member may elect to distribute the remaining property and assets the company to the members, if any, in kind, in lieu of selling them.

## ARTICLE VIII

### GENERAL PROVISIONS

#### 8.1 No Restriction on Business Pursuits of Members.

The members may engage in or invest in any business activity of any nature or description, including those which may be the same as or similar to company's business and in direct competition therewith.

#### 8.2 General and Use of Singular and Plural.

All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties, or there personal representatives, successors and assignees may require.

#### 8.3 Headings.

The article and section headings contained in this agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this agreement.

#### 8.4 Governing Law.

This agreement shall be construed in accordance with the laws of the State of Florida.

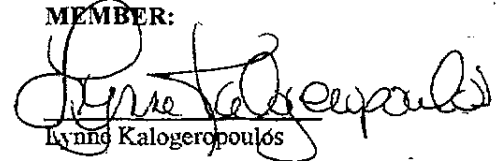
#### 8.5 Provisions Severable.

This agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the jurisdiction in which the parties do business. If any provision of this agreement or the application therefore to any person or circumstance shall for any reason or to any extent be invalid or unenforceable, the remainder of this agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to greatest extent permitted by law.

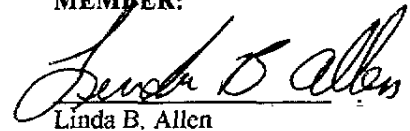
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IN WITNESS WHEREOF, the undersigned have executed this agreement effective as of the day and year first above written.

MEMBER:

  
Lynne Kalogeropoulos

MEMBER:

  
Linda B. Allen

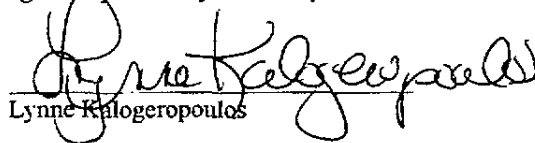
**CERTIFICATION OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415, FLORIDA STATUTES, THIS LIMITED LIABILITY COMPANY SUBMITS'S THE FOLLOWING IN DESIGNATING THE REGISTERED OFFICE & REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited company is : JNG, LLC
2. The name and address of the registered agent and office:

Lynne Kalogeropoulos  
6718 Lake Nona Pl  
Lake Worth, FL 33463

*Having been named as registered agent for the above limited liability company at the place designated in this certificate, I hereby accept the 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.*

  
Lynne Kalogeropoulos

Date

7/6/96

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