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Aviles-Vaeger Law Office, LLC Attorney and Counselor At Law

639 Carnation Drive Winter Park, Florida 32792 Jolephone (407) 677-6900 Jacsimile (407) 679-0348

August 18, 2003

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

To Whom It May Concern:

Enclosed please find the articles of organization for National Transport, LLC and check number 1076 for \$125.00.

If you have any questions, please call me.

Respectfully,

Ada Aviles-Yaege Attorney At Law

Encl.

Pc: Client file

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ARTICLES OF ORGANIZATION

FOR

NATIONAL TRANSPORT, LLC

Prepared by: Ada Aviles-Yaeger Attorney at Law Florida Bar # 0602061 639 Carnation Drive Winter Park, Florida 32792 (407) 677-6900 Office (407) 679-0348 Fax

ARTICLES OF ORGANIZATION OF NATIONAL TRANSPORT, LLC

Pursuant to the Florida Limited Liability Company Act the undersigned, acting as organizer of a limited liability company, hereby adopts the following Articles Of Organization for such Company:

ARTICLE I OFFICE AND MAILING ADDRESS

The principal office of National Transport, LLC. (hereinafter referred to as "Company") in the State of Florida will be located at 1920 N. Forsyth Rd., Orlando, Florida 32807. The mailing address is 3503 Cobblewood Ct., Apt 221, Winter Park, Florida 32792. The Company may have other offices within the state of Florida, as the Members may designate or as the business of the Company may require. The registered office of the Company required by the Florida Limited Liability Act to be maintained in the state of Florida may be, but need not be, identical with the principal office, and may be changed from time to time by the Member.

ARTICLE II PURPOSE

The Company shall be formed for any lawful purposes and shall have unlimited power to engage in and do any lawful act concerning transporting vehicles state wide, interstate and intrastate. In connection with the above mentioned purposes, the Company shall have the power to invest its funds in real property and securities, to acquire, own, and dispose of real property, and do all other acts incident and necessary to the accomplishment of the foregoing purposes, to the extent permitted under the Florida Limited Liability Company.

ARTICLE III DURATION OF THE COMPANY

The Company will commence on August 18, 2003 and will continue for a perpetual term unless terminated by the Member(\bar{s}).

I,O.

ARTICLE IV CAPITAL CONTRIBUTIONS

The undersigned owner (hereinafter individually referred to as "Member" agrees to pay all pre-formation capital contributions. In addition, the undersigned agrees to make any post-formation capital contributions required. The Member owns an undivided interest in the business and company as follows:

IAN A. DAY

100%

ARTICLE V REGISTERED AGENT AND OFFICE

The address of the initial Registered Office of the Company and the name of the initial Registered Agent is 3503 Cobblewood Ct., Apt 221, Winter Park, FL 32792; Ian A. Day.

ARTICLE VI MANAGEMENT

<u>Managing Members.</u> Ian A. Day will serve as member-manager ("Manager") from the effective date of this Agreement.

ARTICLE VII BANKING AND INSURANCE

<u>Banking.</u> All funds of the Company will be deposited in its name in the checking account or accounts as shall be designated by the Manager. All withdrawals are to be made on checks which must be signed by the Manager or designated authorized signatories on the Company's bank account.

<u>Insurance.</u> During the course of the term for which this Company is formed, the Company will carry liability insurance in amounts deemed appropriate by the Manager.

ARTICLE VIII DISSOCIATION OF A MEMBER

<u>Dissociation.</u> A person shall cease to be a Member upon the happening of any of the following events:

TO

- 1.1 the retirement of a Member;
- 1.2 the Withdrawal of a Member;
- 1.3 the Member ceasing to be eligible to be a Member of the Company;
- 1.4 the Member becoming a Bankrupt Member

ARTICLE IX DISSOLUTION AND WINDING UP

- A. <u>Dissolution</u>. The Company may be dissolved at any time by agreement of a majority of its Members and its affairs wound up in which event the Members will proceed with reasonable promptness to liquidate the Company.
- B. <u>Effects of Assets on Dissolution</u>. Upon dissolution, the Company shall cease but the Company is not terminated, instead it continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State. The assets of the Company will be distributed in the following order:
- 1. To pay or provide for the payment of all Company liabilities to creditors other than the Member, and liquidating expenses and obligations;
 - 2. To pay debts owing to Member other than for capital and profits;
 - 3. To pay debts owing to Member in respect to capital; and
 - 4. To pay debts owing to Member in respect to profits.
- C. <u>Winding Up and Certificate of Dissolution</u>. The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provisions therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the members. Upon completion of winding up the Company, a certificate of dissolution shall be delivered to the Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

I.D.

ARTICLE X AMENDMENT OF ARTICLES OF ORGANIZATION

The Company reserves the right to amend, alter, change, or repeal any provisions contained in these Articles of Organization in the manner now or hereafter prescribed by statute and all rights conferred upon Members herein are granted subject to this reservation.

In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

ARTICLE XI BOOKS AND RECORDS

Section A. <u>Books and Records.</u> The Company books will be maintained at the office of National Transportation, LLC.

Section B. <u>Fiscal Year</u>. The books will be kept on a calendar year basis, and will be closed and balanced at the end of each calendar year, ending on the last day of December.

Section C. <u>Taxes Returns</u>. The Company's tax returns will be prepared by a C.P.A. or qualified individual and distribute to Member(s) within 30 to 90 days after year end (calendar year basis).

Section D. <u>Accounting Method</u>. The Companies books shall be kept on a cash basis and in accordance with reasonable accounting principles consistently applied.

J,b

STATE OF FLORIDA **COUNTY OF ORANGE**

IN WITNESS WHEREOF, the parties have set their hands and seal this $\frac{21}{2}$ day of August 2003.

Signed, Sealed and Delivered in the presence of each other.

Florida DL Number

The foregoing instrument was acknowledged before me this $\frac{2}{}$ day of August, 2003

Document Prepared by: Aviles-Yaeger Law Office, LLC Ada Aviles-Yaeger

Attorney At Law

Florida Bar No. 0602061

639 Carnation Drive

Winter Park, Florida 32792

(407) 677-6900