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DEPT OF CORPORATIONS
TALLAHASSEE, FLORIDA

J. BRYAN SEP 29 2003

SIMPSON PAULL, LLC
Attorneys at Law

Kurt Andrew Simpson
Diane Lynn Paull ~
Heather Brooke Quick

~ Also admitted in Michigan

3500 South Third Street
Jacksonville Beach, Florida 32250

Tel: (904) 249-7288
Fax: (904) 249-1779

September 19, 2003

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

Gentlemen:

I am enclosing herewith the original and one (1) copy of the Florida Limited Liability Company Articles of Organization and Florida Limited Liability Company Registered Agent's Certificate of Acceptance of Appointment on behalf of **SUNBELT SERVICES, LLC**.

Additionally, enclosed please find my firm's check in the total amount of \$160.00 representing the filing fees as follows: \$100.00 - Filing fee for Articles of organization; \$25.00 - Designation of Registered Agent; \$30.00 - Certified copy; and, \$5.00 - Certificate of Status.

Thank you for your every assistance in this matter.

Sincerely yours,

SIMPSON PAULL, LLC


DIANE L. PAULL

DLP/kas

Enclosures: Articles of Organization
Registered Agent's Certificate
Check #5029

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FLORIDA LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

THESE ARTICLES OF ORGANIZATION have been prepared by the parties hereto in accordance with FS §608.407 as its Articles of Organization to create a new legal entity, as follows:

ARTICLE I – NAME

This entity shall be organized as a Limited Liability Company (hereinafter “LLC”) pursuant to Florida Statutes §608.401, et. seq. The name of the LLC shall be:

SUNBELT SERVICES, LLC

ARTICLE II – BUSINESS PURPOSE

This LLC shall be organized for any business purpose allowed to such entities by applicable Florida law including FS §608.403.

ARTICLE III – POWERS

This LLC shall have all powers to do all things necessary to carry out its business and affairs granted to such entities by Florida Statutes, including those specified at FS §608.404, including, without limitation, the power to:

1. Sue and be sued, and defend, in its name;
2. Purchase, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal with real or personal property, or any legal or equitable interest in property, wherever located;
3. Sell, convey, mortgage, grant a security interest in, lease, exchange, and otherwise encumber or dispose of all or any part of its property;
4. Purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, grant a security interest in, or

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otherwise dispose of and deal in and with, shares or other interests in or obligations of any other entity;

5. Make contracts or guarantees, or incur liabilities; borrow money; issue its notes, bonds, or other obligations, which may be convertible into or include the option to purchase other securities of the limited liability company; or make contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of a corporation the majority of the outstanding stock of which is owned, directly or indirectly, by the contracting limited liability company; a corporation which owns, directly or indirectly, a majority of the outstanding membership interests of the contracting limited liability company; or a corporation the majority of the outstanding stock of which is owned, directly or indirectly, by a corporation which owns, directly or indirectly, the majority of the outstanding membership interests of the contracting limited liability company, which contracts of guaranty and suretyship shall be deemed to be necessary or convenient to the conduct, promotion, or attainment of the business of the contracting limited liability company; or make other contracts of guaranty and suretyship which are necessary or convenient to the conduct, promotion, or attainment of the business of the contracting limited liability company;

6. Lend money, invest or reinvest its funds, and receive and hold real or personal property as security for repayment;

7. Conduct its business, locate offices, and exercise the powers granted by applicable law within or without this state;

8. Select managers or managing members and appoint officers, directors, employees, and agents of the limited liability company, define their duties, fix their compensation, and lend them money and credit;

9. Make donations for the public welfare or for charitable, scientific, or educational purposes;

10. Pay pensions and establish pension plans, pension trusts, profit-sharing plans, bonus plans, option plans, and benefit or incentive

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plans for any or all of its current or former managers, members, officers, agents, and employees;

11. Be a promoter, incorporator, shareholder, partner, member, associate, or manager of any corporation, partnership, joint venture, trust, or other entity; and/or,

12. Make payments or donations or do any other act not inconsistent with applicable law that furthers the business of the LLC.

ARTICLE IV – ADDRESS

The street address of the principal office of the Limited Liability Company shall be:

14185 Beach Blvd.
Jacksonville, FL 32250

The mailing address of the Limited Liability Company shall be:

1164 Linkside Drive
Atlantic Beach, FL 32233

ARTICLE V – REGISTERED AGENT NAME AND ADDRESS

Florida Statute §608.415 requires the designation of a Registered Agent and Registered Office for each limited liability company, which designation and address must be continuously maintained in this state. The Registered Agent for this Limited Liability Company shall be:

MARK R. VALERIEN
1018 Forest Circle
Winter Springs, FL 32708

Said Registered Agent is appointed pursuant to FS §608.416 and shall file his statement with the Department of State accepting the appointment as Registered Agent for this LLC simultaneously with being designated. Such statement shall state that the Registered Agent is familiar with, and accepts, the obligations of that position as provided for in applicable state laws.

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ARTICLE VI – MANAGEMENT OF THE LLC

The management of the LLC shall be conducted in accordance with FS §608.422 and shall be a member-managed company as follows:

1. Management shall be vested in its members or elected managing members in proportion to the then-current percentage or other interest of members in the profits of the LLC owned by all of the members or elected managing members;

2. Except as otherwise provided in the LLC's Operating Agreement, the decision of a majority-in-interest of the members or elected managing members shall be controlling;

3. The management of the LLC shall be vested in a manager or managers and the LLC shall be a manager-managed company;

4. Action requiring the consent of members or managers may be taken without a meeting, subject to the limitations of FS §608.4231;

5. A member, managing member, or manager may appoint a proxy to vote or otherwise act for the member, managing member, or manager by signing an appointment instrument, either personally or by the member's, managing member's, or manager's attorney-in-fact;

6. A member, managing member, or manager may also hold the offices and have such other responsibilities accorded to them by the members and set out in these Articles of Organization or the LLC's Operating Agreement;

7. Unless otherwise provided in these Articles of Organization or the Operating Agreement:

- a. Each manager has equal rights in the management and conduct of the LLC's business;
- b. Any matter relating to the business of the LLC may be exclusively decided by the manager or, if there is more than one manager, by a majority of the managers;
- c. A manager:
 - i. Must be designated, appointed, elected, removed, or replaced by a vote, approval, or consent of a majority of the members; and,
 - ii. Holds office until a successor has been elected and qualified, unless the manager sooner resigns or is removed.

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ARTICLE VII—OPERATING AGREEMENT

1. This LLC shall prepare, negotiate and execute an Operating Agreement to regulate the affairs of the LLC and the conduct of its business, establish duties in addition to those set forth by law, and to govern relations among the members, managers, and the LLC as required in FS §608.423, including the non-waivable provisions thereof.

2. The LLC's Operating Agreement shall take effect on the date of the execution thereof by all members or on any other date provided in the Operating Agreement. To the extent the Operating Agreement does not otherwise provide, the applicable state law shall govern the relationship among the members, managers, and the LLC.

3. The Operating Agreement may not:

- a. Unreasonably restrict a right to information or access to records under FS §608.4101;
- b. Eliminate the duty of loyalty under FS §608.4225, but it may:
 - i. Identify specific types or categories of activities that do not violate the duty of loyalty, if not manifestly unreasonable; and
 - ii. Specify the number or percentage of members or disinterested managers that may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that otherwise would violate the duty of loyalty;
- c. Unreasonably reduce the duty of care under FS §608.4225;
- d. Eliminate the obligation of good faith and fair dealing under FS §608.4225, but the Operating Agreement may determine the standards by which the performance of the obligation is to be measured, if the standards are not manifestly unreasonable;
- e. Vary the requirement to wind up the LLC's business as required by Florida law; or,
- f. Restrict rights of a person, other than a manager, member, or transferee of a member's interest under applicable law.

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TALLAHASSEE, FLORIDA

4. The power to adopt, alter, amend, or repeal the Operating Agreement of the LLC shall be vested in the members of the LLC unless vested in the manager or managers of the LLC by the Operating Agreement, provided that any amendment to a written Operating Agreement shall be in writing. The Operating Agreement adopted by the members or by the manager or managers may be repealed or altered; a new Operating Agreement may be adopted by the members; and the members may prescribe in any Operating Agreement made by them that it may not be altered, amended, or repealed by the manager or managers.

5. If the management of the LLC is vested in a manager or managers, the managers may adopt an Operating Agreement to be effective only in an emergency as defined below (hereinafter "Emergency Operating Agreement"). The Emergency Operating Agreement, which is subject to amendment or repeal by the members, may make all provisions necessary for managing the LLC during an emergency, including procedures for calling a meeting of the managers and designation of substitute managers.

6. All provisions of the regular Operating Agreement consistent with the emergency regulations remain effective during the emergency. The Emergency Operating Agreement is not effective after the emergency ends.

7. Actions taken by the LLC in good faith in accordance with the Emergency Operating Agreement have the effect of binding the LLC and may not be used to impose liability on a manager, employee, or agent.

8. An emergency exists for purposes of this section if the LLC's managers cannot readily be assembled because of some catastrophic event.

ARTICLE VIII – TERMINATION OR DISSOLUTION

The LLC shall be terminated or dissolved in accordance with the procedures specified in the Florida Limited Liability Company Act, as amended from time to time.

Any member may sell, assign or otherwise convey his interest in the LLC only after first offering his interest to the remaining members, in writing, and the expiration of this 72-hour right of first refusal.

Upon failure to exercise this right to purchase the remaining interest of a withdrawing member, within 72 hours after written notice is delivered to the non-

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withdrawing members, the withdrawing member may proceed with the described sale, conveyance or transfer without further obligation to the remaining members.

ARTICLE IX – INITIAL MEMBERS

The initial members of the LLC are:

1. Mark R. Valerien, Managing Member, 1018 Forest Circle, Winter Springs, Florida;
2. Richard R. Valerien, Member, 1164 Linkside Drive, Atlantic Beach, Florida; and,
3. Margaret E. Valerien, Member, 1018 Forest Circle, Winter Springs, Florida.

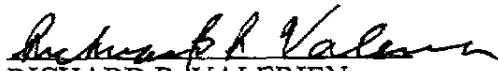
ARTICLE X – SURVIVAL

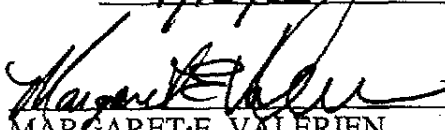
These Articles of Organization and the subsequent Operating Agreement for this LLC do not supercede or replace any other written agreements between the above-named parties unless specifically referenced and modified herein. Such agreements include, but are not limited to, a certain Pre-Nuptial Agreement between Mark and Margaret dated November 28, 2001.

ARTICLE XI – JURISDICTION

The laws of the State of Florida shall apply to any legal proceedings, interpretations or litigation related to this LLC. Jurisdiction for the business of the LLC, and any disputes related thereto, shall lie in the County of Duval, State of Florida and the members specifically agree to jurisdiction and venue residing in said County.


MARK R. VALERIEN
Dated: 9/13/03


RICHARD R. VALERIEN
Dated: 9/13/03


MARGARET E. VALERIEN
Dated: 9/13/03

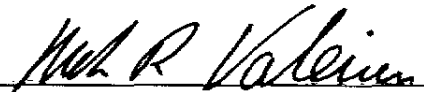
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VALERIEN CORPORATION'S
TALLAHASSEE, FLORIDA

FLORIDA LIMITED LIABILITY COMPANY
REGISTERED AGENT'S CERTIFICATE OF ACCEPTANCE OF
APPOINTMENT

MARK R. VALERIEN, of 1018 Forest Circle, Winter Springs, Florida, having been named as the Registered Agent of SUNBELT SERVICES, LLC, hereby accepts the responsibilities as said LLC's Registered Agent as specified in FS §608.415 including, but not limited to, acceptance of service of process for the above-stated Limited Liability Company and any other acts or conduct required by applicable law.

Having been named as Registered Agent and to accept service of process for the above stated LLC 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 property 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 of the Florida Statutes.

Dated: SEPT. 13, 2003.


MARK R. VALERIEN, Registered Agent
1018 Forest Circle
Winter Springs, Florida 32708

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TALLAHASSEE, FLORIDA