

L04000011650

The SG COMPANY
(Requestor's Name)

(Address)

(Address)

Clearwater FL
(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

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DIVISION OF CORPORATIONS
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Limited Liability Company Articles of Organization

We, the undersigned, who intend to form and create a Limited Liability Company, pursuant to the Statutes of the State of Florida, do hereby state and certify the following:

1. The name of the Limited Liability Company shall be:

The SG Company, Limited Liability Company.

2. The registered office of the company is located at 48 White Oak Drive, City of Crawfordville, State of Florida. The registered agent for service of process is Thomas Marshall Spingler.

3. The principal place of business of the Company is located at 48 White Oak Drive, City of Crawfordville, State of Florida.

4. The purpose for which the company is formed is to engage in any lawful acts or activities for which limited liability companies may be formed under laws of the State of Florida.

5. The company shall have a duration of 30 years and it shall dissolve at the end of said time period.

6. Indemnification.

- a. The company shall indemnify any person who is or was a party, who is threatened to be made a party, to any threatened, pending, or completed action, suitor proceeding, whether civil, criminal, administrative, or investigative, including all appeals, by reason of the fact that he or she is or was a member, managing member, or employee of the company, or is or was serving at the request of the company as a director, trustee, officer, or employee of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any and all expenses (including reasonable attorney's fees), judgments, decrees, fines, penalties, and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in or at least not opposed to, the best interests of the company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere, or its equivalent shall not, of itself, create a

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presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the company.

b. The foregoing indemnification shall not apply in the case of an action, suit, or proceeding instituted by one or more members of the company, if the claim, matter, or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnification; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties, and amounts paid in settlement as determined by the court.

c. Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative, or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the company in advance of the final disposition of such action, suit, or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to by indemnification by the corporation.

7. **Composition of Management.** The management of the company will be vested in a board of managers, consisting of a number not more than two, who are required to be members of the company, designated in accordance with the terms of the company's Operating Agreement.

8. The name and address of the initial Manager of the company is as follows:

Thomas Marshall Spingler
48 White Oak Drive, Crawfordville, Florida 32327

9. The amount of capital each Member has contributed:

<u>Member</u>	<u>Capital Contributed</u>
Thomas Marshall Spingler	\$500
Lance Joseph Grabill	\$500

10. The company shall have the right to add additional Members according to the terms of the Operating Agreement.


11. The Members may only discontinue business upon dissolution, and then only in accordance with the terms of the Operating Agreement.

12. The company shall be initially organized with the following two Members

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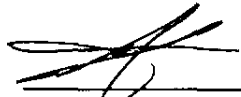
MANAGING MEMBER and REGISTERED AGENT

Thomas Marshall Spingler


Signature

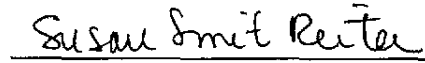
MEMBER

Lance Joseph Grabill


Signature

**STATE OF FLORIDA
COUNTY OF WAKULLA**

On the 11th day of February, 2004, personally appeared before me Thomas Marshall Spingler, who is known to me or has produced Florida Drivers License Number _____ as identification, and Lance Joseph Grabill, who is known to me or who has presented Florida Drivers License Number _____ as identification, and who have executed this instrument in my presence.


Notary Public

(Seal)



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