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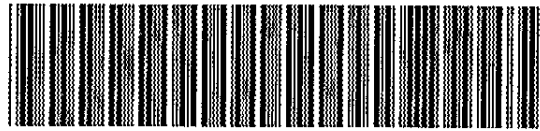
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NO4-2794

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DIVISION OF CORPORATIONS
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TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: United States Outsourcing, LLC d/b/a U.S. Outsourcing, LLC
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

C.H. Ogilvie, Jr.

(Name of Person)

U.S. Outsourcing, LLC

(Firm/Company)

400 N. New York Avenue, Suite 103

(Address)

Winter Park, Florida 32789

(City/State and Zip Code)

For further information concerning this matter, please call:

Chuck Ogilvie or Wendy Bridegroom at (407) 629-8282

(Name of Person)

(Area Code & Daytime Telephone Number)

STREET ADDRESS:
Registration Section
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

January 22, 2004

C.H. OGILVIE, JR.
U.S. OUTSOURCING, LLC
400 N. NEW YORK AVENUE, SUITE 103
WINTER PARK, FL 32789

SUBJECT: UNITED STATES OUTSOURCING, LLC
Ref. Number: W04000002794

We have received your document for UNITED STATES OUTSOURCING, LLC and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Entities may file using only the entity's name. Please delete any reference to the "doing business as name" in your document. If you wish to register your fictitious name, you may do so by filing the enclosed application and submitting the appropriate fees to this office.

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.

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) 245-6918.

Nanette Causseaux
Document Specialist Supervisor

Letter Number: 104A00003987



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

February 10, 2004

C.H. OGILVIE, JR.
U.S. OUTSOURCING, LLC
400 N. NEW YORK AVENUE, SUITE 103
WINTER PARK, FL 32789

SUBJECT: UNITED STATES OUTSOURCING, LLC
Ref. Number: W04000002794

We have received your document for UNITED STATES OUTSOURCING, LLC and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

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) 245-6918.

Nanette Causseaux
Document Specialist Supervisor

Letter Number: 404A00008931

Articles of Organization

of

United States Outsourcing, LLC

a Limited Liability Company

1. **Name.** The name of the organization is United States Outsourcing, LLC, herein after referred to as "Limited Liability Company").
2. **Commencement of Existence and Period of Duration.** The existence of the Limited Liability Company shall commence on January 14, 2004, and the duration shall be for thirty (30) years.
3. **Registered Agent Name and Street Address.** The name and address of the initial Registered Agent of the Limited Liability Company is:

C.H. Ogilvie, Jr.
400 N. New York Avenue
Suite 103
Winter Park, Florida 32789.
4. **Mailing and Street Address of Principal Office.** The mailing and street address of the principal office of the Limited Liability Company is:

400 N. New York Avenue,
Suite 103
Winter Park, Florida 32789.
5. **Members.** There shall be five (5) authorized classes of Members of the Limited Liability Company whose rights shall be defined herein. At no time shall there exist a total of more than thirty three (33) different Members of all Classes combined.

A) General Members:

- (1) **Contributions.** The total amount of initial cash of \$500 per General Unit as made by the General Member is:

\$500 cash contributed by C.H. "Chuck" Ogilvie, Jr. (One General Unit)

- (2) **Voting.** Voting rights, unless otherwise provided herein, inure only to General Members. If there should be only two (2) General Members the vote cast by the Senior General Member (member whose \$500 was contributed on the earliest date) controls the vote.
- (3) Unless otherwise voted by 66% of the General Members eligible to vote, the Senior General Member shall carry the title of

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"President" of the company and shall have all powers usually associated with the office.

(B) **Class A Members, Class B Members, Class C Members, and Class D Members (collectively "Members")**

- (1) **Contributions.** Members of any Class shall contribute in increments of:

\$75,000 per Class A Unit
\$50,000 per Class B Unit
\$25,000 per Class C Unit
\$10,000 per Class D Unit

Up to twenty (20) Members are authorized for each Class unless otherwise agreed by a majority of the General Members, in which case, the Class may be expanded to include up to the maximum number of General Members and other Members in the Limited Liability Company as provided in this paragraph 5., above.

- (2) **Voting.** Class A Members shall have the right to vote (or otherwise consent in writing) to exceed the maximum number of Members by majority vote of the Class A Members and shall have no additional voting rights unless provided in other Articles.

6. **Death, Retirement, Resignation, Expulsion, Bankruptcy, or Dissolution of a Member.** On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a General Member or the occurrence of any other event which terminates the continued membership of a General Member in the Limited Liability Company, the remaining General Members of the Limited Liability Company shall have the right to continue the Limited Liability Company, if, by majority vote, they elect to do so. If there are no other General Members at the time the vote of Class A Members, one vote per unit owned will accomplish the same.

7. **Business Purposes.** The purpose for which the Limited Liability Company is organized is to transact all lawful business for which Companies may be organized under the Limited Liability Company Act of Florida.

8. **Powers.** The powers of the Limited Liability Company are:

- (A) Sue or be sued, or complain or defend, in its name;
- (B) Purchase, take, receive, lease, or otherwise acquire, own, hold, improve or use, or otherwise deal in or with real or personal property, of an interest in real or personal property, whenever situated;

-
- (C) Sell, convey, mortgage, pledge, create a security interest in, lease, exchange or transfer, or otherwise dispose of, all or any part of its property or assets;
 - (D) Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend or pledge, or otherwise dispose of, all or otherwise use or deal in or with:
 - (1) Shares or other interests in or obligations of other foreign or domestic limited liability companies, domestic or foreign corporations, associations, general or limited partnerships, or individuals; or
 - (2) Direct or indirect obligations of the United States or any other government, state, territory, governmental district, or municipality or of any instrumentality thereof;
 - (E) Make contracts or guarantees or incur liabilities; borrow money at such rates of interest as the Limited Liability Company may determine; issues its notes, bonds, or other obligations; or secure any of its obligations by mortgage or pledge of all or any part of its property, franchises, and income;
 - (F) Lend money for any lawful purpose, invest or reinvest its funds, or take and hold real or personal property as security for the payment of funds so loaned or invested;
 - (G) Conduct its business, carry on its operations and have offices, and exercise the powers granted by the Florida Limited Liability Company Act within or without this state;
 - (H) Elect or appoint Managers and agents of the Limited Liability Company, define their duties, and fix their compensation;
 - (I) Make and alter its Regulations, not inconsistent with its Articles of Organization or with the laws of Florida, for the administration and regulation of the affairs of the Limited Liability Company.
 - (J) Make donations to the public welfare or for charitable, scientific or educational purposes;
 - (K) Indemnify a General Member or Manager in connection with the defense of an action, suit or proceeding, whether civil or criminal, in which the Member or Manager is made party;
 - (L) Cease its activities and surrender its certificate of organization;

-
- (M) Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Limited Liability Company is organized;
 - (N) Transact any lawful business which the General Members or the Managers find to be in aid of governmental policy;
 - (O) Pay pensions and establish pension plans, profit-sharing plans and other incentive plans for any or all its Managers and employees;
 - (P) Be a promoter, incorporator, general partner, limited partner, member, associate or manager or any corporation, partnership, limited partnership, limited liability company, joint venture, trust or other enterprise; and
 - (Q) Have and exercised all powers or convenient to effect its purposes.

9. **Managers.**

- (A) The Limited Liability Company business and affairs shall be vested in a General Member and/or Managers. The names and address of such Manager who is to serve as Manager until the first annual meeting of General Members or until their successors are elected and qualify is:

C.H. Ogilvie, Jr.
400 N. New York Avenue
Suite 103
Winter Park, Florida 32789

- (B) Each Manager shall meet the following qualifications:
 - (1) Have attained the age of 18.
- (C) At the first annual meeting of General Members and at each annual meeting thereafter, the General Members shall elect Managers to hold office until the next succeeding annual meeting, except if there has been a classification of Managers. Each manager shall hold office for the term for which he is elected and until his successors has been elected and qualified.
- (D) Any vacancies occurring in the group of Managers shall be filled by written agreement of a majority of the General Members. A Manager chosen to fill a vacancy shall serve the unexpired term of his predecessor in office. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by written agreement of a majority of the General Members then in office or be elected at an annual meeting or at a special meeting of General Members called for that purpose. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of General Members and until his successor has been elected and qualified.

- (E) At a meeting called expressly for the purpose, all Managers or lesser number may be removed, with or without cause, in the manner provided in the Regulations. If the Regulations do not provide for the removal of managers with or without cause, then all Managers or any lesser number may be removed with or without cause by a vote of the majority of the General Members then entitled to vote at an election of Managers.
- (F) The Limited Liability Company shall indemnify against liability incurred in any proceeding an individual made a party of the proceeding because he is or was a General Member or Manager if: (i) he conducted himself in good faith; (ii) he reasonably believed (a) in the case of conduct in his official capacity, that his conduct was in the Limited Liability Company's best interest; or (b) in all other cases, that his conduct was at least not opposed to the Limited Liability Company's best interest; or (c) in all other cases, that his conduct was at least not opposed to the Limited Liability Company's best interests; and (iii) in the case of any criminal proceeding, he had no reasonable cause to believe that his conduct was unlawful.
 - (1) The Limited Liability Company shall indemnify a General Member or Manager of the Limited Liability Company who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him in connection with the proceeding.
 - (2) A General Member or a Manager who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction.
 - (3) The Limited Liability Company shall pay for or reimburse the reasonable expenses incurred by a General Member or Manager who is a party to a proceeding in advance of the final disposition of the proceedings if (i) the General Member or Manager furnishes the Limited Liability Company a written affirmation of his good-faith belief that he has met the standard of conduct required; (ii) the General Member or Manager furnishes the company a written undertaking, executed personally or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification.
 - (4) Any indemnification of or advance of expenses to a General Member or Manager in accordance with this section, if arising out of a proceeding by or on behalf of the Limited Liability Company, shall be reported in writing to the General Members or Members with or before the notice of the next General Members' meeting.

10. **Debt.** No debt shall be contracted nor liability incurred by or on behalf of the Limited Liability Company, except by a vote of the majority of its General Members or without the approval of Senior General Member.
11. **Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property.** Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Limited Liability Company shall be valid and binding upon the Limited Liability Company, if they are executed by a vote of the majority of its General Members or the Senior General Member.
12. **Meeting of General Members.**
 - (A) Meetings of General Members may be held at such place, either within or without this state, as may be stated in or fixed in accordance with the Regulations. If no other place is stated or so fixed, all meetings shall be held at the registered office of the Limited Liability Company. Class A Members, Class B Members, Class C Members and Class D Members shall not be required to attend annual meetings.
 - (B) An annual meeting of the General Members shall be held at such time as may be stated or fixed in accordance with the Regulations. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Limited Liability Company.
 - (C) Special meetings of the General Members may be called by the Senior General Member or by not less than one third of all the General Members entitled to vote at the meeting, or by 75% of the Managers.
 - (D) Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose of which the meeting is called shall be delivered not less than ten (10) days nor more than fifty (50) days before the date of the meeting, either personally or by certified U.S. mail, return receipt requested, by or at the direction of any Manager or person calling the meeting to each General Member or record entitled to vote at such meeting.
 - (1) Notice to General Members, if mailed, shall be deemed delivered to any General Member when deposited in the United States mail, addressed to the General Member, with postage prepaid, but, if three successive letters mailed to the last-known address of any General Member are returned as undeliverable, no further notices to such General Member shall be necessary until another address for such General Member is made known to the Limited Liability Company.

- (2) When a meeting is adjourned to another time or place, unless the Regulations otherwise require, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Limited Liability Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, a notice of the adjourned meeting shall be given to each General Member entitled to vote at the meeting.
- (E) When any notice is required to be given to any General Member of the Limited Liability Company under the provisions of this Article or the Regulations of the Limited Liability Company, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
- (F) By attending a meeting, a General Member:
 - (1) Waives objection to lack of notice or defective notice of such meeting unless the General Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting;
 - (2) Waives objection to consideration at such meeting of a particular matter not within the purpose of purposes described in the meeting notice unless the General Member objects to considering the matter when it is presented.

13. Voting.

- (A) Subject to the provisions of this Article which require majority or unanimous consent, vote, or agreement of the General Members, the Regulations may grant to all or a specified group of the General Members the right to consent, vote, or agree, on a per capita or other basis, upon any matter.
- (B) Unless the Regulations provide otherwise, any General Member may vote in person or by proxy.
- (C) Unless otherwise provided in the Regulations, a majority of the General Members entitled to vote shall constitute a quorum at the meeting of General Members. If a quorum is present, the affirmative vote of the majority of the General Members represented at the meeting and entitled to vote on the subject matter shall be the act of the General Members, unless the vote of a greater proportion or number is required by this Article, the Articles of Organization, or the Regulations. If a quorum is not represented at any meeting of the Members, such meeting may be

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adjourned for a period not to exceed sixty (60) days at any one adjournment.

14. Action by General Members Without a Meeting.

- (A) Unless the Regulations provide otherwise, action required or permitted by this Article to be taken at a General Members' meeting may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each General Member entitled to vote. Action taken under this section is effective when all General Members entitled to vote have signed the consent.
- (B) Written consent of the General Members entitled to vote has the same force and effect as a unanimous vote of such General Members and may be stated as such in any document.

15. Distributions of Capital.

- (A) A Member shall not receive out of Limited Liability Company property any part of his or her contribution to capital unit until:
 - (1) All liabilities of the Limited Liability Company have been paid or sufficient property of the company remains to pay them.
 - (2) The consent of all General Members and Class A Members in writing is had.
- (B) Subject to the provisions of the subsection (A), a General Member may rightfully demand the return of his or its contribution:
 - (1) On the dissolution of the Limited Liability Company:
 - (2) After an affirmative vote of 75% of the General Members and the senior General Member has given all other General Members of the Limited Liability Company two months prior notice in writing.
- (C) A General Member of a Limited Liability Company may have the Company dissolved and its affairs wound up when:
 - (1) The other liabilities of the Limited Liability Company have not been paid or the Limited Liability Company property is insufficient for their payment.
 - (2) On the dissolution of the Limited Liability Company.

16. **Liability.**

- (A) A General Member of a Limited Liability Company is liable to the Company for the amount of the General Member's contribution which have been actually made under the General Member category of contributions in Article 5 A (1).
- (B) A General Member holds as Trustee for the Limited Liability Company for specific property which is stated in the Articles of Organization or other contract as having been contributed by such General Members or Members, but which property was not contributed or which property has been wrongfully or erroneously returned.
- (C) The liabilities of a General Member as set out in this section may be waived or compromised only by the consent of all General Members, but a waiver or compromise shall not affect the right of a creditor of the Limited Liability Company who extended credit or whose claim arose after the filing and before a cancellation or amendment of the Articles of Organization or other contract to enforce such liabilities.

17. **No Liability Under Judgment, Decree or Order for Debts of the Limited Liability Company.** Neither the General Members or Managers of a Limited Liability Company shall be liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Limited Liability Company.

18. **Dissolution.**

- (A) A Limited Liability Company organized under the Limited Liability Company Act shall be dissolved upon the occurrence of any of the following events:
 - (1) When the period fixed for the duration of the Limited Liability Company expires;
 - (2) By the unanimous written agreement of all General Members and Class A Members; or
 - (3) Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Senior General Member or upon the occurrence of any other event which terminates the continued membership of the Senior General Member in the Limited Liability Company, unless the business of the Limited Liability Company is continued by the consent of all the remaining General Members or under a right to continue stated in the Articles of Organization of the Limited Liability Company.

- (B) As soon as possible following the occurrence of any of the events specified in subsection (A) which effects the dissolution of the Limited Liability Company, the Limited Liability Company shall execute a statement of intent to dissolve in the form prescribed by the Secretary of State.

19. Priority of Distributions Upon Dissolution.

- (A) In settling accounts after dissolution, the liabilities of the Limited Liability Company shall be entitled to payment in the following order of priority:
 - (1) Those liabilities to creditors, in the order of priority as provided by law, except those liabilities to General Members of the Limited Liability Company on account of their contributions in Article 5 A (1); and
 - (2) Those liabilities of Class A Members of the Limited Liability Company in respect of their shares of the profits and other compensation by way of income on their contributions; and
 - (3) Those liabilities of Class B Members of the Limited Liability Company in respect of their shares of the profits and other compensation by way of income on their contributions; and
 - (4) Those liabilities of Class C Members of the Limited Liability Company in respect of their shares of the profits and other compensation by way of income on their contributions; and
 - (5) Those liabilities of Class D Members of the Limited Liability Company in respect of their shares of the profits and other compensation by way of income on their contributions; and
 - (6) Those liabilities to Class A Members of the Limited Liability Company in respect of their contributions to capital.
 - (7) Those liabilities to Class B Members of the Limited Liability Company in respect of their contributions to capital.
 - (8) Those liabilities to Class C Members of the Limited Liability Company in respect of their contributions to capital.
 - (9) Those liabilities to Class D Members of the Limited Liability Company in respect of their contributions to capital.
- (B) Subject to any statement in the Regulations, General Members shall share in the Limited Liability Company assets in respect to their claims for compensation by way of income, respectively, in proportion to the respective amounts of the claims.

20. **Transferability of Member's Interest.**

- (A) An interest of a General Member or Member in a Limited Liability Company may be transferred or assigned with the approval of 51% of the General Members and 51% of the Class A Members approving said transfer or assignment. Approval should not be unreasonably withheld.
- (B) However, if 51% of the General Members and 51% of the Class A Members of the Limited Liability Company, other than the General Member or Member proposing to dispose of his or its interest do not approve of the proposed transfer or assignment by written consent, the transferee of the interest of the proposing General Member or Member shall have no right to participate in the management of the business and affairs of the Limited Liability Company or to become a Member.

The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that General Member or Member otherwise would be entitled at the time of transfer unless said transfer, at the discretion of the General Members, has a harmful affect on the financial well being of the company. If so determined, the transferee must work out an acceptable agreement with the Senior General Member.

State of Florida
County of Orange

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C.H. Ogilvie, Jr.
Organizer/President

Sworn to and subscribed before me this 30 day of January, 2004, by C.H. Ogilvie, Jr, [X] who is personally known to me or [] has produced _____ as identification and who did take an oath.

Wendy J. Bridegroom
NOTARY PUBLIC
Print Name: Wendy J. Bridegroom
My Commission Expires: _____



Wendy J. Bridegroom
MY COMMISSION # CC921075 EXPIRES
March 21, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

**UNITED STATES OUTSOURCING, LLC
DESIGNATION AND ACCEPTANCE OF REGISTERED AGENT**

Having been designated as Registered Agent to accept service of process for United States Outsourcing, LLC, a Florida limited liability company, at the street address set forth in the Articles of Organization, I hereby accept appointment as Registered Agent and agree to act in that capacity and to comply with the provisions of all statutes relative to the proper and complete performance of my duties. I further acknowledge that I am familiar with and accept the obligations of my position as Registered Agent.

Executed this 9 day of April, 2004.

By: 

C.H. Ogilvie, Jr.
Registered Agent
United States Outsourcing, LLC

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