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TALLAHASSEE, FLORIDA

SEP 28 2005

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: LEE ROAD, LLC
(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to the following:

Donald Harden
(Name of Person)

(Firm/Company)

420 Alderman Road
(Address)

Lakeland, FL 33810
(City/State and Zip Code)

For further information concerning this matter, please call:

Donald Harden at (863) 670-5820
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

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

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

LEE ROAD, LLC

(Present Name)
(A Florida Limited Liability Company)

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TALLAHASSEE, FLORIDA

FIRST: The Articles of Organization were filed on 11-30-2004 and assigned document number LO4000086272

SECOND: The following amendment(s) to the Articles of Organization was/were adopted by the limited liability company:

SEE ATTACHED

Dated Sept. 13, 2005.

Donald Harden

Signature of a member or authorized representative of a member

Donald HARDEN

Typed or printed name of signee

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ASSIGNMENT AND ADMISSION TO MEMBERSHIP

THIS ASSIGNMENT AND ADMISSION TO MEMBERSHIP (the "Assignment") is entered into as of July 29, 2005, by and among JAMES E. SMITH ("Assignor") and ENRIQUE DE LA PIEDRA ("Piedra"), RANDALL H. AUCLAIR ("Auclair"), DONALD HARDEN ("D.Harden"), JUSTIN L. HARDEN, PA ("J.Harden"), and CHARLES TYRONE HARDEN ("C.Harden") (sometimes collectively, the "Assignees").

WHEREAS, the Assignor owns a Fifty Percent (50%) membership interest (the "Membership Interest") in LEE ROAD, LLC, a Florida limited liability company (the "Company"); and

WHEREAS, Assignor desires to assign the Membership Interest to Assignees; and

WHEREAS, Assignees desire to acquire the Membership Interest from Assignor upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Assignment and Transfer of Membership Interest. Assignor does hereby assign, transfer and set over unto Piedra Twenty-five percent (25%) of the Membership Interest, and Piedra does hereby acquire the Membership Interest from Assignor. Assignor does hereby assign, transfer and set over unto Auclair Twelve and one-half percent (12.5%) of the Membership Interest, and Auclair does hereby acquire the Membership Interest from Assignor. Assignor does hereby assign, transfer and set over unto D.Harden Six and one-quarter percent (6.25%) of the Membership Interest, and D.Harden does hereby acquire the Membership Interest from Assignor. Assignor does hereby assign, transfer and set over unto J.Harden Three and one-eighth percent (3.125%) of the Membership Interest, and J.Harden does hereby acquire the Membership Interest from Assignor. Assignor does hereby assign, transfer and set over unto C.Harden Three and one-eighth percent (3.125%) of the Membership Interest, and C.Harden does hereby acquire the Membership Interest from Assignor. Said Membership Interest shall be that of a non-managing member. Assignor warrants to Assignees that the Membership Interest is free of all encumbrances and agrees to defend title to such Membership Interest against all claimants.

3. Resignation of Assignor. Assignor hereby resigns as a Manager of the Company and acknowledges that after the date hereof Assignor shall have no ownership interest, authority or other interest with respect to the Company.

4. Continuation of Company. The parties affirm their intention that this Assignment shall not cause a dissolution or termination of the Company and that the business of the Company shall continue without interruption.

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5. Consent of Members. Each Assignee, in his individual capacity, hereby consents to the assignment of the Membership Interest, and agrees that Assignee shall become a substitute non-managing member of the Company with all rights and obligations of a non-managing member, including, but not limited to, the right to vote on matters reserved to non-managing members.

6. Waiver of Right of First Refusal. Each party waives any written notice or time periods required by the Operating Agreement for a transfer of a membership interest.

7. Agreement to be Bound. Assignees hereby join in and agree to be bound by the Operating Agreement and the Articles of Organization of the Company as if each Assignee had signed the Operating Agreement as an initial member. Assignees further acknowledge that each of them has received a copy of the Operating Agreement and that the terms thereof restrict each of the Assignee's ability to transfer his Membership Interest and that certain management decisions are reserved to the Managing Member of the Company.

8. Representations of Assignees. Each of the Assignees hereby represents and warrants:

(a) that he understands and acknowledges that the Membership Interest has not been registered under the Securities Act of 1933, as amended;

(b) that he is purchasing the Membership Interest for his own account and not with the intent to sell or distribute any interest to others;

(c) that he has been given a copy of the Operating Agreement of the Company and has had an opportunity to review the same and to ask questions concerning the business, the properties, ownership and other issues relating thereto;

(d) that he has adequate means for providing for his dependents' current needs and personal contingencies and has no need for liquidity in this investment; and

(e) that he has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of investing in the Membership Interest and the Company and of protecting his own interests in connection with this investment.

9. Miscellaneous.

(a) Each party shall execute and deliver such additional instruments as the other parties may reasonably request in order to effectuate the transfer of the Membership Interest and accomplish the purpose of this Assignment.

(b) This Assignment constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to such subject matter.

(c) The Assignees agree to pay, and save the Company harmless against liability for the payment of all out-of-pocket expenses arising in connection with this

transaction; any expenses which may be payable in respect of the execution, delivery and performance of this Agreement, including, without limitation, attorneys' fees and costs.

(d) In connection with any litigation, including appellate proceedings, arising under this Assignment, the prevailing party shall be entitled to recover reasonable attorney fees, paralegal fees, law clerk fees and other legal costs and expenses from the losing party.

(e) This Assignment shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and assigns.

(f) This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

(g) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

**[Remainder of Page Left Intentionally Blank,
Signature Page Follows]**

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.


ASSIGNOR:


ASSIGNEES:

By: 
James E. Smith

By: 
Enrique De La Piedra

By: 
Randall H. Auclair

By: 
Donald Harden

By: 
Justin L. Harden, PA

By: 
Charles Tyrone Harden

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TALLAHASSEE, FLORIDA

JOINDER AND CONSENT OF MANAGING MEMBER

The undersigned, as the Managing Member of Lee Road, LLC, a Florida limited liability company, hereby joins in the execution of this Assignment of Membership Interest for the purpose of (i) waiving his right of first refusal under Section 6.2 of the Operating Agreement; (ii) waiving written notice and/or time periods required by the Operating Agreement for substitution of a membership interest, and (iii) approving the assignments made hereunder pursuant to the terms, conditions and provisions set forth in this Assignment of Membership Interest.

By: _____

Richard J. Latona

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TALLAHASSEE, FLORIDA

**JOINT WRITTEN ACTION OF THE MANAGERS AND MEMBERS OF
LEE ROAD, LLC IN LIEU OF A MEETING**

As of July 27, 2005

The undersigned, being all of the Managers and all of the Members of LEE ROAD, LLC, a Florida limited liability company (the "Company"), do hereby consent to the following actions to be taken without a meeting of the Managers and Members of this Company:

- 1 That the following individuals are hereby elected to serve as the Managers of the Company until the next annual meeting of the Members or until their successors are duly elected and qualified:

Richard Latona
Donald Harden
Charles Tyrone Harden

2. That all actions taken by the Managers since the inception of the Company to the date hereof are hereby ratified, approved and accepted by all of the Members of the Company as being in the best interests of the Company.
- 3 That this instrument may be executed in any number of counterparts, each of which shall be an original and all of which together shall be deemed one and the same instrument.

Dated: 7/29/05

Richard Latona
Richard Latona, Managing Member

Dated: 8-27-05

Enrique De La Piedra
Enrique De La Piedra, Member

Dated: 8-16-2005

Randall H. Auclair
Randall H. Auclair, Member

Dated: 7/29/05

Donald Harden
Donald Harden, Member

Dated: 7/29/05

Justin L. Harden, PA
Justin L. Harden, PA, Member

Dated: 8/22/05

Charles Tyrone Harden
Charles Tyrone Harden, Member