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2005 JAN 14 P 12:28

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Jay R. Lawson  
2765 Northridge Dr. E.  
Clearwater, Fl. 33761

To: Secretary of State

Please see enclosed articles of organization and designation of registered agent for new LLC Vector Fluidics. Filing fee is attached; please register this LLC

Jay R Lawson

or

Roberta R Lawson

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TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY**

**ARTICLE I – Name:**

The name of the Limited Liability Company is:

*Vector Fluidics, LLC*

**ARTICLE II – Address:**

The mailing address and street address of the principal office of the Limited Liability Company is:

*2765 Northridge Drive East, Clearwater, Florida 33761*

**ARTICLE III – Registered Agent, Registered Office & Registered Agent's Signature:**

*Jay R. Lawson*

*2765 Northridge Drive East*

*Clearwater, Florida 33761*

Having been named as registered agent and to accept service of process for the above stated limited liability company 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 proper 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, F.S.



Registered Agent's Signature

**ARTICLE IV – Management (Check box if applicable.)**

*N/A* The limited Liability Company is to be managed by one manager or more managers, and is

therefore, a manager-managed company.

N/A

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**Limited Liability Company  
Member-Managed Operating Agreement of  
VECTOR FLUIDICS**

THIS AGREEMENT is made effective as of January 6th 2005 among the members and the company.

- I. **Formation.** A limited liability company of the above name has been formed under the laws of the state of Florida by filing articles of organization with the secretary of state. The purpose of the business shall be to carry on any act or activity lawful under the jurisdiction in which it operates. The company may operate under a fictitious name or names as long as the company is in compliance with the applicable fictitious name registration laws. The term of the company shall be perpetual or until dissolved as provided by law or by vote of the member(s) provided in the agreement. Upon a dissolution the remaining members shall have the power to continue the operation of the company as long as necessary and allowable under state law until the winding up of the affairs of the business has been completed.
2. **Members.** The initial members shall be listed on Schedule A. Additional members may be admitted to membership upon the unanimous consent of all members.
3. **Contributions.** The initial capital contributions shall be listed on Schedule A. No member shall be obligated to contribute any more than the amount set forth on Schedule A, unless agreed to in writing by all of the members and no member shall have any personal liability for any debt, obligation or liability of the company other than for full payment of his or her capital contribution. No member shall be entitled to interest on the capital contribution. Member voting rights shall be in proportion to the amount of their contributions.
4. **Profit and Loss.** The profits and losses of the business and all other taxable or deductible items shall be allocated to the members according to the percentages on Schedule A.
5. **Distributions.** The company shall have the power to make distributions to its members in such amounts and at such intervals as a majority of the members deem appropriate according to law.
6. **Management.** The limited liability company shall be managed by its members listed on Schedule A. In the event of a dispute between members, final determination shall be made with a vote by the members, votes being proportioned according to capital contributions.
7. **Registered agent.** The company shall at all times have a registered agency and registered office. The initial registered agency and registered office shall be listed on Schedule A.
8. **Assets.** The assets of the company shall be registered in the legal name of the company and not in the names of the individual members.

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9. **Records and Accounting.** The company shall keep an accurate accounting of its affairs using any method of accounting allowed by law. All members shall have a right to inspect the records during normal business hours. The members shall have the power to hire such accountants, as they deem necessary or desirable.
10. **Banking.** The member so the company shall be authorized to set up bank accounts as in their sole discretion are deemed necessary and are authorized to execute any banking resolution provided by the institution in which the accounts are being set up.
11. **Taxes.** The company shall file such tax returns as required by law. The company shall elect to be taxed as a majority of the member decides is in their best interests. The "tax matters partner," as required by the Internal Revenue Code, shall be listed on Schedule A.
12. **Separate Entity.** The company is a legal entity separate from its members. No member shall have any separate liability for any debts, obligations or liability of the company except as provided in this agreement.
13. **Indemnity and Exculpation.** The limited liability company shall indemnify and hold harmless its members, managers, employees and agents to the fullest extent allowed by law for acts or omissions done as part of their duties to or for the company. Indemnification shall include all liabilities, expenses, attorney and accountant fees, and other costs reasonable expended. No member shall be liable to the company for acts done in good faith.
14. **Meeting.** The members shall have no obligation to hold annual or any other meeting, but may hold such meetings if they deem them necessary or desirable.
15. **Amendment of this Agreement.** This agreement may not be amended except in writing signed by all of the members.
16. **Conflict of Interest.** No member shall be involved with any business or undertaking which competes with the interests of the company except upon agreement in writing by all of the members.
17. **Deadlock.** In the event that the members cannot come to an agreement on any matter the members agree to submit the issue to mediation to be paid for by the company. In the event the mediation is unsuccessful, they agree to seek arbitration under the rules of the American Arbitration Association.
18. **Dissociation of a member.** A member shall have the right to discontinue membership upon giving thirty days notice. A member shall cease to have the right to membership upon death, court-ordered incapacity, bankruptcy or expulsion. The company shall have the right to but the interest of any dissociated member at fair market value.
19. **Dissolution.** The company shall dissolve upon the unanimous consent of all the members or upon any event requiring dissolution under state law. In the event of the death, bankruptcy, permanent incapacity, or withdrawal of a member the remaining members may elect to dissolve or to continue the continuation of the company.

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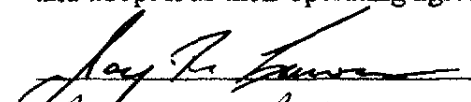

20. **General Provisions.** This agreement is intended to represent the entire agreement between parties. In the event that any party of this agreements is held to be contrary to law or unenforceable, said party shall be considered amended to comply with the law and such holding shall not affect the enforceability of other terms of this agreement. This agreement shall be binding upon the heirs, successors and assigns of the members.

21. **Miscellaneous.** *Additional contributions to the LLC may be made by a member at the first of each calendar quarter, within 5 business days of the start of the quarter: January 01, April 1, July 1, and October 1.*

*The limited liability corporation may be dissolved upon 30 calendar days notice of vote for dissolution by a majority of the active members.*

*Salaries of the members may be adjusted by 5 business days notice of adjustment as determined by vote for adjustment by a majority of the active members.*

IN WITNESS whereof, the members of the limited liability company sign this agreement and adopt it as their operating agreement this 6<sup>th</sup> day of January, 2005.

 1/6/05  
 1/2/05

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TALLAHASSEE, FLORIDA

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**Schedule A to  
Limited Liability Corporation  
Operating or Management Agreement of**

**VECTOR FLUIDICS**

**1. Initial members:** The initial members are:

*Jay R Lawson  
Roberta R. Lawson*

**2. Capital Contributions:** The capital contributions of the members are:

*Jay R. Lawson - cash amount of \$5000.00 deposited to LLC account from personal funds*

*Roberta R. Lawson - services equivalent to the amount of \$1000.00*

*Each contribution from each member, at the time of LLC establishment*

**3. Profits and Losses:** The profits, losses and other tax matters shall be allocated among the Members in the following percentages:

*Jay R. Lawson - 50%*

*Roberta R. Lawson - 50%*

**4. Management:** The company shall be managed by:

*The members: Jay R. Lawson*

*Roberta R. Lawson*

**5. Registered Agent:** The initial registered agent and registered office of the company are:

*Jay R. Lawson*

*2765 Northridge Drive East, Clearwater, Florida 33761*

*The personal residence of member Jay R. Lawson, in which there is a business office designated specifically as the principal office of Vector Fluidics*

**6. Tax Matters:** The tax matters partner (member) is:

*Jay R. Lawson*

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