

CONFIDENTIAL



CORPORATION SERVICE COMPANY

FILED
05 MAR 15 PM 4:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 257986 81805A

AUTHORIZATION :

COST LIMIT : \$ 130.00

Patricia P. [signature]

ORDER DATE : March 15, 2005

ORDER TIME : 11:46 AM

ORDER NO. : 257986-005

CUSTOMER NO: 81805A

CUSTOMER: Ms. Deborah K. Lewis
Thomas G. Eckerty, Attorney
At Law
Suite 89
12734 Kenwood Lane
Ft. Myers, FL 33907.

DOMESTIC FILING

NAME: BST INVESTMENT PROPERTIES,
LLC

EFFECTIVE DATE:

 ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Sara Lea - EXT. 2914

EXAMINER'S INITIALS: _____

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**ARTICLES OF ORGANIZATION
OF
BST INVESTMENT PROPERTIES, LLC**

**ARTICLE I
Name and Address**

The name of the limited liability company shall be **BST INVESTMENT PROPERTIES, LLC**. The mailing and street address of the principal office of the limited liability company is: 27105 Edenbridge Court, Bonita Springs, Florida 34135.

**ARTICLE II
Duration**

This limited liability company shall be perpetual.

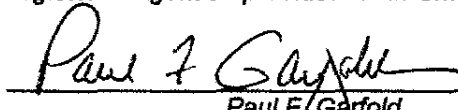
**ARTICLE III
Purpose**

This limited liability company is created for the purpose of purchasing, selling, renting and maintaining real property, and such other business as may be agreed upon by the members.

**ARTICLE IV
Designation of Registered Agent and Certificate of Acceptance**

The name and address of the Registered Agent and office of the limited liability company shall be Paul F. Garfold, 27105 Edenbridge Court, Bonita Springs, Florida 34135.

I, Paul F. Garfold, 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.



Paul F. Garfold

**ARTICLE V
Contributions to Capital**

The initial capital of this limited liability company shall consist of the sum of Three Thousand Dollars (\$3,000.00), in cash, which will be contributed by the members in the following amount:

Stacey Ferreira	\$ 1,000.00
Robert J. Ferreira, husband and wife	
9479 Highwood Hill Road	
Brentwood, Tennessee 37027	
Thomas D. Norman	\$ 1,000.00
Carter Norman	
45 Northrup Avenue	
Tonka Bay, Minnesota 55331	

Paul F. Garfold
Barbara A. Garfold, husband and wife
27105 Edenbridge Court
Bonita Springs, Florida 34135

\$ 1,000.00

No member shall be entitled to receive interest on his contribution to capital.

ARTICLE VI Management

All members shall jointly manage and conduct the business of the limited liability company, pursuant to any specific agreements and conditions set forth in a Operating Agreement, and in the regulations of the limited liability company, which are incorporated herein by reference.

ARTICLE VII Property

Real or personal property originally brought into or transferred to the company, or acquired by the company by purchase, or otherwise, shall be held and owned, and conveyance shall be made in the name of this limited liability company.

ARTICLE VIII Meeting of Members

Annual meetings of the members shall be held without call or notice within thirty (30) days after the close of the company's fiscal year at times and places selected by the members. Special meetings may be called by any member at any time after the giving of thirty (30) days notice to the other members. Notice of special meetings shall be by an actual notice in person or by telephone to each member. Attendance at a meeting constitutes a waiver of notice unless the member protests the lack of notice to him.

Minutes shall be kept of all regular and special meetings.

ARTICLE IX Transferability of Members' Interest

Transferability of members' interests shall be governed by the provisions of Florida Statutes §608.432.

ARTICLE X Profit and Loss

Profits and losses generated by the business of this company shall be passed through to the members pursuant to the Operating Agreement which is incorporated herein by reference.

ARTICLE XI Additional Members

The members shall have the right to admit additional members upon terms and conditions unanimously voted on and agreed upon.

ARTICLE XII Withdrawal, Retirement, Death, Bankruptcy or Expulsion

In the event of withdrawal, retirement, death, bankruptcy or expulsion of a member, the remaining member, or members, shall have the right to continue the business of this limited liability company,


pursuant to the applicable provisions of the Operating Agreement and the regulations.

ARTICLE XIII
Dissolution and Liquidation

Dissolution and liquidation of this limited liability company shall be pursuant to Florida Statute §608.441-448, and the Operating Agreement which is incorporated herein by reference; however, the remaining member or members shall have the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or occurrence of any other event that terminates the continued membership of a member in the company.

ARTICLE XIV
Notice to Members

All notices to the members of this limited liability company, pursuant to these Articles, shall be deemed effective when given by personal delivery, or by certified mail, return receipt requested.



Paul F. Garfold

(In accordance with Sections 607.408(3), Florida Statutes, the execution of this document constitutes an affirmation under penalties of perjury that the facts state herein are true.)