

LO5000037557

GONZALO RESCHIERA

(Requestor's Name)

18731 S. DIXIE HWY

(Address)

(Address)

MIAMI FL 33157

(City/State/Zip/Phone #)

PICK-UP

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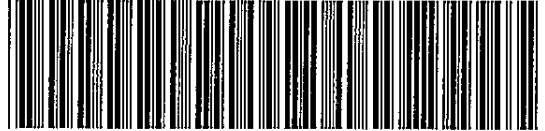
(Business Entity Name)

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J. BRYAN APR 18 2005

ARTICLES
OF
ORGANIZATION

South Florida Safety Program L. L. C.

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The undersigned, desiring to form a limited liability company under the Florida Limited Liability Company Act, as amended, (the "Act"), do sign, verify and deliver to the Department of State of the State of Florida these Articles of Organization.

ARTICLE I
NAME OF COMPANY

The name of the limited liability company is South Florida Safety Program L. L. C. (the "Company").

ARTICLE II
PERIOD OF DURATION

The Company shall terminate on December 31, 2055.

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ARTICLE III
PRINCIPAL OFFICE

The mailing address and the street address of the principal office of the limited liability company, is as follows: 18731 South Dixie Highway, Miami, Florida 33157.

ARTICLE IV
REGISTERED OFFICE

The address of the limited liability company's initial registered office in the State of Florida is as follows: 18731 South Dixie Highway, Miami, Florida 33157.

ARTICLE V
REGISTERED AGENT

The name and address of the limited liability company's initial registered agent in the State of Florida is as follows: Gonzalo Peschiera, 18731 South Dixie Highway, Miami, Florida 33157.

ARTICLE VI
REQUIREMENTS FOR ADMISSION OF ADDITIONAL
MEMBERS

Additional persons may be admitted to the Company as Members and membership interests may be created and issued to these persons upon the approval of holders of a majority in interest of the remaining Members entitled to vote.

ARTICLE VII
DISSOLUTION AND RIGHT TO CONTINUE BUSINESS

The Company shall be dissolved upon the first to occur of the following:

- A. The expiration of the term of the Company;
- B. The unanimous written consent of all the Company's Members;

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C. Upon the death, retirement, resignation, expulsion, dissolution or bankruptcy of a Member, or any other event which terminates the membership of a Member in the Company, the existence and business of the Company shall be continued by the remaining Members without the necessity for the consent or vote of the Members.

ARTICLE VIII MANAGEMENT

The Company shall be a manager-managed Company. The Company shall have no less than one (1) nor more than four (4) Managers, as set forth in the Operating Agreement.

Each Manager shall have exclusive authority to represent and act for the Company in all matters.

At each annual meeting, the Member(s) shall elect or ratify the Managers of the Company, and those Managers shall elect the officers and assistant officers of the Company, in the manner prescribed by the Operating Agreement; and they shall serve pursuant to the terms of the Operating Agreement. The authority and duties of the officers and assistant officers shall be set forth in the Operating Agreement.

ARTICLE IX PURPOSE

The nature of the business and the objects and purposes to be transacted, promoted or carried on, and for which the Company is organized to carry on is any activity or all lawful business for which limited liability companies may be organized according to the laws of the State of Florida, including all purposes now and hereafter permitted by law to a limited liability company.

ARTICLE X POWERS

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The Company will have unlimited power to engage in and do any lawful act concerning any or all lawful businesses and shall possess and may exercise all the powers and privileges granted by the Act, or by any other law or its limited liability company agreement, together with the powers incidental thereto, including such powers and privileges as are necessary or convenient to the conduct, promotion or attainment of the business or activities of the Company.

ARTICLE XI
LIMITATION OF LIABILITY

Members and Managers of the Company are not liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company.

ARTICLE XII
OPERATING AGREEMENT

The manner in which the Company conducts its business and affairs, the duties and authority of its Manager(s), and the rights and obligations of its Member(s), to the extent not expressly required by and provided for in the Act, shall be set forth in the operating agreement adopted by the initial Member(s) of the Company. Said operating agreement may from time to time be amended in accordance with the provisions contained therein.

ARTICLE XIII
INDEMNIFICATION

A. The Company will indemnify an individual made a party to a proceeding because he is or was a manager, officer, organizer, employee or agent of the Company against liability incurred in the proceeding if:

1. He conducted himself in good faith;
2. He reasonably believed that his conduct was in or at least not opposed

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to the Company's best interest; and

3. In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

B. Indemnification will also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his conduct to be in the interests of the participants in and beneficiaries of the plan.

C. The Company will pay for or reimburse the reasonable expenses incurred by a manager, officer, organizer, employee or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:

1. The individual furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in this article;
2. The individual furnishes the Company a written undertaking executed personally or on his behalf to repay the advance if it is ultimately determined that he did not meet the standard of conduct; and
3. A determination is made that the facts then known to those making the determination would not preclude indemnification under the law. The undertaking required by this paragraph will be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.

D. The indemnification and advance of expenses authorized in this article will not be exclusive to any other rights to which any manager, officer, organizer, employee or agent may be entitled under any agreement, vote of Members or disinterested managers or otherwise. These Articles of Organization may not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled to such. These Articles of Organization may not be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.

- E. In addition to the foregoing, the Company will indemnify and save the

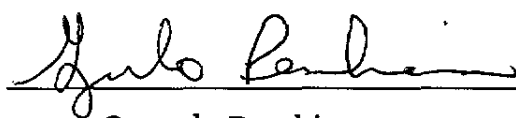
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organizers harmless for all acts taken by them as organizers of the Company, and will pay all costs and expenses incurred by or imposed on them as a result of the same, including compensation based on the usual charges for expenditures required of them in pursuit of the defense against any liability arising on the account of acting as organizers or on the account enforcing the indemnification right under this article, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

ARTICLE XIV
AMENDMENTS

These Articles of Organization may be amended only by a majority in interest vote of the Members.

IN WITNESS WHEREOF, the undersigned Authorized Representative has executed these Articles of Organization on this 16th. day of April, 2005.



Gonzalo Peschiera
Authorized Representative

STATE OF FLORIDA)
)ss.:
COUNTY OF MIAMI-DADE)

Before me personally appeared Gonzalo Peschiera who is known to me to be the person who executed the foregoing articles of organization on behalf of South Florida Safety Program L. L.C.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this sixteen day of April, 2005.



Alberto Amoros

Notary Public
State of Florida at Large

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CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415, FLORIDA STATUTES,
THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE
FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED
OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is:

South Florida Safety Program L.L.C.


2. The name and address of the registered agent and office is:

Gonzalo Peschiera
18731 South Dixie Highway,
Miami, Florida 33157

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.


Gonzalo Pechiera

Date: April 16, 2005





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