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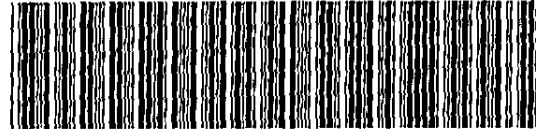
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TALLAHASSEE, FLORIDA

T. Brumbley MAY 11 2005

TRANSMITTAL LETTER

To: Registration Section
Division of Corporations

Subject: KOC & Associates LC

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

Please return all correspondence concerning this matter to the following:

David P Caldwell

KOC & Associates LC

206 Florida Shores Blvd

Daytona Beach FL 32118

For further information concerning this matter please call:

David P Caldwell at 386-322-0917

Enclosed is check for the following amount:

- | | |
|---|---|
| <input type="checkbox"/> \$ 125.00 Filing Fee | <input checked="" type="checkbox"/> \$ 130.00 Filing Fee &
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| <input type="checkbox"/> \$ 155.00 Filing Fee &
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**ARTICLES OF ORGANIZATION
FOR
FLORIDA LIMITED LIABILITY COMPANY**

ARTICLE 1 - Name:

The name of the Limited Liability Company is:

KOC & Associates LC

ARTICLE 2 - Address:

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

Principal Office Address:

206 Florida Shores Blvd
Daytona Beach FL 32118

Mail Address:

206 Florida Shores Blvd
Daytona Beach FL 32118

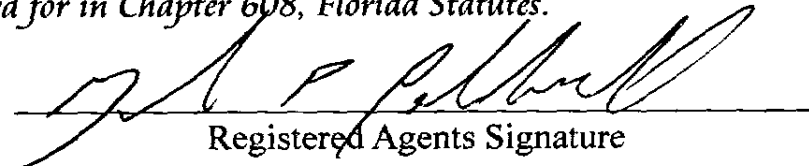
ARTICLE 3 - Registered Agent, Registered Office & Registered Agents Signature:

Name : David P Caldwell

Florida Street Address: 206 Florida Shores Blvd,

City, State, and Zip: Daytona Beach FL 32118

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. If 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 obligation of my position as registered agent as provided for in Chapter 608, Florida Statutes.


Registered Agents Signature

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ALACHUA COUNTY, FLORIDA

ARTICLE 4 - Manager(s) or Managing Member(s)

The name and address of each Manager or Managing Member is as follows:

Title:

"MGR" = Manager

"MGRM" = Managing Member

MGR

David P Caldwell
206 Florida Shores Blvd
Daytona Beach, FL 32118

ARTICLE 5 - Purpose:

The purpose for which this limited liability company is organized is to transact any and all lawful business for which Limited Liability companies may be organized under the laws of the State of Florida, and to have all powers that are afforded Limit Liability companies under the laws of the State of Florida.

ARTICLE 6 - Duration of Limited Liability Company

The duration of this Limited Liability company shall be perpetual.

ARTICLE 7 - Number of Members

The maximum number of members of this Limited Liability company is ten (10) ,the minimum number is one (1)

ARTICLE 8 - Name and Address of Initial Members

Name:

David P Caldwell

Address:

206 Florida Shores Blvd
Daytona Beach Fl 32118

ARTICLE 9 - Management Of The Company

Section 9.1 Management Vested in Member(s)

The Company shall be managed by its Member(s). The sole Member shall serve as the Manager of the Company.

Section 9.2 Appointment of Substitute Manager

The Sole Member shall have the right to appoint a substitute "Manager" to operate the Company and to conduct its business in the event of illness, disability, or death. This "Manager" shall have the rights, powers, and obligations granted or created herein to the sole Member, except as the sole Member shall otherwise restrict or limit in the document appointing the "Manager".

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ARTICLE 9 - Management Of The Company (Cont)

Section 9.3 - . Binding Authority of Member(s)

The parties hereto hereby agree that only the Member(s) designated in Article 9, Section 9.1 shall have the authority to bind the Company. Each Member shall have the power to do all things necessary or convenient to carry out the business and affairs of the Company, with the prior approval of the majority of the members. including, but not limited to the following actions.

- a. the entering into contracts and guarantees: incurring of liabilities; borrowing money, issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its property or income;
- b. the purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with property, wherever located;
- c. the sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of property;
- d. the lending of money, investment and reinvestment of Company funds, and receipt and holding of property as security for repayment, including the loaning of money to Company Members, employees, and agents;
- e. the appointment of employees and agents of the Company and the establishment of their compensation;
- f. the payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;
- g. the participation in partnership agreements, joint ventures, or other associations of any kind with any person(s) or entities;
- h. the indemnification of Members or any other person.

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ARTICLE 10 - Rights and Duties of Company Members

Section 10.1 Limitation of Liability

Each Member's liability for debts and obligations of the Company shall be limited as set forth in the State of Florida Limited Liability Company Act and other applicable law.

Section 10.2 Member's Management Rights

Company Members who have not become disassociated with the Company shall be entitled to vote on any matter submitted to a vote of the Members.

Notwithstanding the foregoing, the following actions require written consent of the majority in interest of the Company Members:

- a. The sale of all or substantially all assets of the Company;
- b. mortgage or encumbrance upon all or substantially all assets of the Company;
- c. Disposal of the goodwill of the Company;
- d. Submission of a claim of the Company to arbitration; (v)
- e. Confession of a judgment;
- f. Commission of any act which would make it impossible for the Company to carry on its ordinary course of business;
- g. Amendment of this Operating Agreement;
- h. Amendment of the Articles of Organization to change the management of the Company from Members to Managers; and, The continuation of the Company after an event causing dissolution

Section 10.3 Company Books

The Member(s) shall maintain and preserve at the Company's registered office, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents, including, but not limited to, a copy of the Articles of Organization initially filed with the Secretary of State for the State of Florida copies of this Operating Agreement, together with any supplements, modifications, or amendments thereto, any prior operating agreements no longer in effect, written agreements by a Member to make a capital contribution or a loan to the Company, copies of the Company's federal, state, and local income tax returns and reports, and copies of all financial statements. Upon reasonable request, a Member shall have the right, during ordinary business hours, to inspect such Company documents at the Member's expense.

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Section 10.4 Priority and Return of Capital

No Member shall have priority over any other Member, with respect to the return of capital contributions or to profits, losses, or distributions; provided that this Section shall not apply to loans that a Member has made to the Company.

Section 10.5 - Meetings

The Members are not required to hold meetings, and decisions may be reached through one or more informal consultations followed by agreement among a majority of Members, provided that all such Members are consulted, or by a written consent signed by a majority of the Members. In the event that the Members wish to hold a formal meeting for any reason, the following procedures shall apply:

- a. Any two Members may call a meeting of the Members by giving notice of the time and place of the meeting at least 48 hours prior to the time of the holding of the meeting. The notice shall reasonably specify as too the purpose, location, and time of the meeting.
- b. A majority of the Members shall constitute a quorum for the transaction of business at any meeting of the Members.\
- c. Any action required or permitted to be taken by the Members under this Agreement may be taken without a meeting if a majority of the Members individually or collectively consent in writing to such action.

ARTICLE 11 - Contributions to Capital Accounts

Section 11.1 Initial Capital Contributions

The sole Member agrees to transfer the assets of Member's sole proprietorship "KOC Enterprises" of 206 Florida Shores Blvd, Daytona Beach Shores Fl 32118, as outlined on the attachment 1, Exhibit A, which shall constitute the Member's initial capital contribution. Any liabilities associated with the transfer shall also pass to the Company. the initial amount of capitalization is \$1100.00

Section 11.2 Capital Accounts

If additional Members shall become a part of the Company, a separate capital account shall be established and maintained for each Member in accordance with the applicable provisions of the Federal Treasury Regulations.

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Section 11.2 Capital Accounts (Cont)

- a Each Member's capital account shall be increased by: (1) such Member's capital contributions, (2) such Member's distributive share of profits allocated to such Member in accordance with the provisions of this Agreement, (3) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to), and 4) allocations to such Member of income described in Section 705(a)(1)(B) of the Code.
- b Each Member's capital account shall be debited by: (1) the amount of cash distributed to such Member in accordance with this Agreement, (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to), (3) allocations to such Member of expenditures described in Section 705(a)(2)(B) of the Code, and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.
- c In the event the gross asset values of the Company assets are adjusted pursuant to this Agreement or any amendments thereto, the capital accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment and the resulting gain or loss allocated among the Members in accordance with this Agreement.

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Section 11.3 Compliance with Section 704(b) of the Code

The foregoing provisions and the other provisions of this Operating Agreement relating to the maintenance of capital accounts are intended to comply with Section 704(b) of the Internal Revenue Code of 1986, as amended and applicable Treasury Regulations promulgated thereunder and shall be interpreted and applied in a manner consistent therewith. If, in the opinion of the Company's accountants, the manner in which capital accounts are to be maintained pursuant to this Operating Agreement should be modified in order to comply with Section 704(b) of the Code and the Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Article IV, the method in which the capital accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining capital accounts shall not materially alter the economic agreement between or among the Members.

ARTICLE 12 - Allocations and Distributions

Section 12.1 Profits and Losses

Subject to any provision of this Agreement to the contrary, each Member shall share the profits and losses of the Company in proportion to their percentage interest in the Company.

Section 12.2 Distributions

Except as provided otherwise in this Agreement, all distributions of cash or other property shall be made to the Company Member(s) in proportion to their percentage interests in the Company on the date of the distribution. All distributions shall be made at such time as is determined by the Member(s) of the Company. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Member(s) from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this section.

Section 12.3 Limitation Upon Distributions

No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Member(s) on account of their contributions.

Section 12.4 Accounting Method

The books and records of account of the Company shall be maintained in accordance with the cash method of accounting.

Section 12.5 Accounting Period

The Company's accounting period shall be the calendar year.

Section 12.6 Financial Statement

At the end of the yearly accounting period the company shall issue a financial statement which will contain a profit and loss statement for the year. The statement will be made available to all members.

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ARTICLE 13 - Transferability of Member Interest

Section 13.1 Restrictions on Transferability of Interests

No Member shall have any right to sell, transfer, or assign an interest in the Company without the written consent and approval of all of the Members. The purchaser, transferee, or assignee of an interest in the Company shall not become a Member of the Company except as provided for in Section 1.1 of Article 13.

Section 13.2 Additional Members

From time to time the company may feel that it is in it's best interest to add new members . Any prospective new member must be acceptable to a majority of the existing members.

The new member will be required to furnish consideration for entry into the Company. The the existing members will determine the amount of the consideration based on the value of the company at the time of the application for membership. The means and manner of payment to the Company will also be determined by the existing members.

Any additional Member must acknowledge in writing all of the terms and provisions of this Operating Agreement or of any other operating agreement of the Company and must agree to be bound thereby.

ARTICLE 14 - Expansion of The Business

Section 14.1 Creation of Additional Business Entities

From time to time the Company by majority vote of its members may find it necessary to organize and maintain additional business herein called "subsidiaries" These subsidiaries will be organized and maintained as Sole Proprietorships and shall at times be identified as being a division of KOC Associates LC. In no case will a subsidiary be allowed to form another subsidiary, business or company.

The Company shall fund the subsidiary to the extent necessary to assure a successful startup. Once the subsidiary is in operation , every effort shall be made to repay the company any monies given for startup activities. A separate set of books will be maintained for the subsidiary. The Company will carry the subsidiary as a bookkeeping entry on its books. For book keeping purposes any income or losses of the subsidiary will be carried against the Company. Any and all additional business created under the Company will be shown on the books of the company in this manner.

Management of the subsidiary shall be the responsibility of the individual designated as "Company Manager" ,unless delegated by him to another individual with the approval of the majority of members

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ARTICLE 15 - Dissolution, Termination and Winding Up The Company

Section 15.1 Events Causing Dissolution

- a Upon the death or disability of the sole Member, if the Member continues to be the sole Member at the time of such an event, and the sole Member has not theretofore appointed a Manager who is then willing to act, then the personal representative of the estate of the sole Member may act as Manager hereunder or appoint a person to so serve until the interests and the capital account of the deceased or disabled sole Member have been transferred or distributed.
- b The Company shall be dissolved upon, but not before, the first to occur of the following: (1) the death, bankruptcy (as hereinafter defined), adjudication of incompetence or insanity, or withdrawal of any member, (2) the assignment by a Member of all such Member's company interest and the admission of the transferee as a substitute Member, or (3) or any other event that terminates the continued membership of a Member in the Company under the Act, unless there are at least two remaining Members, or the sole Member, and within 90 days of the occurrence of any such event all of the remaining Members consent to the continuation of the Company.

Section 15.2 Continued Existence for Purposes of Winding Up

The Company shall continue to exist after the happening of any of the events set forth in Section 15.1 (b) of this Article solely for the purpose of winding up its affairs in accordance with the Act.

Section 15.3. Procedure Upon Liquidation

Upon the dissolution of the Company, the Member(s) shall liquidate the assets of the Company and apply the proceeds of liquidation in the order of priority provided in Article 15, Section 15.4

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities to minimize losses that might otherwise occur in connection with the liquidation. Upon liquidation and winding up of the Company, unsold Company property shall be valued to determine the gain or loss that would have resulted if the property were sold, and the capital accounts of the Members that have been maintained in accordance with this Operating Agreement shall be adjusted to reflect the manner in which the gain or loss would have been allocated if the property had been sold at its assigned values. Upon completion of the liquidation of the Company and distribution of the proceeds, the Members shall file articles of dissolution with the Secretary of State's Office in and for the State of Florida.

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ARTICLE 15 - Dissolution, Termination and Winding Up The Company (Cont)

Section 15.4 Proceeds of Liquidation

The proceeds from the liquidation of the assets of the Company, the proceeds from the collection of the receivables of the Company, and the assets distributed in kind shall all be distributed in the following order of priority.

- a to the payment of debts and liabilities of the Company which are properly due and owing;
- b to the settling up of reserves to disburse in payment of contingent liabilities or obligations of the Company; and,
- c to the Members in proportion to and to the extent of the balances of their Capital Accounts.

All distributions pursuant to clause (iii) shall be made no later than the end of the Company's fiscal year during which the liquidation of the Company occurs or within ninety (90) days after the date of the liquidation.

ARTICLE 16 Additional Provisions

Section 16.1 Complete Agreement

This Operating Agreement and the Articles of Organization of the Company constitute the complete and exclusive statement among the Members with respect to the subject matter hereof.

This Operating Agreement and the Articles of Organization supersede all prior written and oral statements or agreements and no representation, statement, or condition or warranty not contained in this Operating Agreement or the Articles of Organization shall be binding on the Members or have any force or effect whatsoever.

Section 16.2 Governing Law

This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the laws of the State of Florida..

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ARTICLE 16 Additional Provisions (Cont)

Section 16.3 Terms

Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. Any reference to the Code or other statutes or laws will include all provisions concerned.

Section 16.4 Headings

All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Operating Agreement.

Section 16.5 Severability

Every provision of this Operating Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Operating Agreement.

Section 16.6 Amendments

This Agreement may be amended or modified from time to time only by a written instrument adopted by the Member(s) and approved and executed by all Members of the Company.

Section 16.7 Heirs, Successors and Assigns

Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Section 16.8 Execution of Additional Instruments

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules, or regulations.

Section 16.9 Waiver

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

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ARTICLE 16 Additional Provisions (Cont)

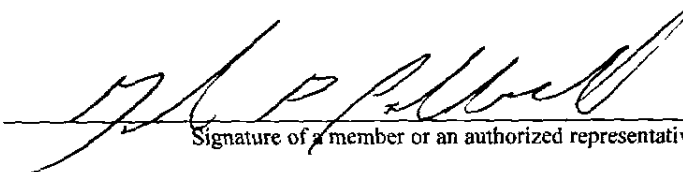
Section 16.10 Rights and Remedies Cumulative

The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

ARTICLE 17 Errors or Omissions

Section 17.1 Resolution of errors or omissions

Any minor errors or omissions found in this document will not invalidate the document. Any errors or omissions found will be recorded using an addendum of corrections which will be attached to this document to clarify or resolve any minor problems found. In no case will the discovery of minor omissions or errors require this document to be revised. The manager of the company shall be responsible for resolving and correcting the errors or omissions.



Signature of a member or an authorized representative of a member

(In accordance with section 608-408(3) Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true)

David P Caldwell

Typed or printed name of agent

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ATTACHMENT 1
TO ARTICLES OF ORGANIZATION
FOR
KOC Associates LC
EXHIBIT A
Statement of Assets Of "KOC Enterprises"

The following is a summary of the assets and liabilities of the entity known as "KOC Enterprises" a sole proprietor business engaged in the sale of various types of merchandise to both wholesale and retail business and to the general public.

KOC Enterprises is located at: 206 Florida Shores Blvd
Daytona Beach Fl 32118

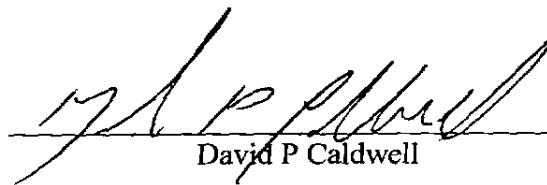
ASSETS

Total Cash on Hand	\$ 600.00
Estimated Value of Inventory	\$ 4500.00
Office Equipment	\$ 700.00
Miscellaneous supplies	<u>\$ 100.00</u>
	\$ 5900.00 Total

Liabilities

Credit Card Debt	\$ 4800.00 Total
Estimated net value of KOC Enterprises	<u>\$ 1100.00</u>

I David P Caldwell being the owner of KOC Enterprises hereby state that the figures presented here represent a fair and accurate valuation of the subject business.



David P Caldwell

14-30-05

Date

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