

LOS0000 94277

FROM : CLARION VENTURES, INC.

FAX NO : 623-465-8640

SEP. 26 2005 06:21PM

Florida Department of State  
Division of Corporations  
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From:  
Account Name : CLARION VENTURES, INC.  
Account Number : I20030000026  
Phone : (623) 465-8636  
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LIMITED LIABILITY COMPANY  
PAINT CAN LLC

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Audit # H050002240973

**ARTICLES OF ORGANIZATION  
FOR  
FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I - Name:**

The name of the Limited Liability Company is:

PAINT CAN LLC

**ARTICLE II - Address:**

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

**Principal Office Address:**

9209 FAITH LN

PANAMA CITY BEACH FL, 32407

**Mailing Address:**

9209 FAITH LN

PANAMA CITY BEACH FL, 32407

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

The name and the Florida street address of the registered agent are:

DAVID EARL TYRING

Name

9209 FAITH LN

Florida street address (P.O. Box **NOT** acceptable)

PANAMA CITY BEACH,

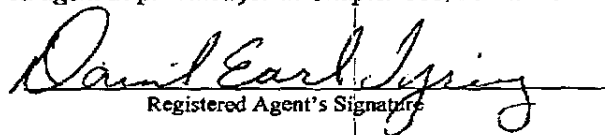
FLORIDA 32407

City, State, and Zip

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*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, Florida Statutes..*

  
Registered Agent's Signature

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(CONTINUED)

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**ARTICLE IV- 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

**Name and Address:**

MGR

DAVID EARL TYRING

9209 FAITH LN

PANAMA CITY BEACH FL, 32407

(Use attachment if necessary)

**NOTE:** An additional article must be added if an effective date is requested.

**REQUIRED SIGNATURE:**

*David Earl Tying*

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 EARL TYRING

Typed or printed name of signee

**Filing Fees:**

\$100.00 Filing Fee for Articles of Organization

\$ 25.00 Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

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*David Earl Tying*  
DAVID EARL TYRING

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**SECTION 6: EXCULPATION OF LIABILITY, INDEMNIFICATION OF THE MEMBER**

Unless otherwise provided by law or expressly assumed, the Members shall not be liable for the acts, debts or liabilities of the Company.

**SECTION 7: DEATH, DISABILITY, DISSOLUTION**

**Section 7.1. Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of:

A. At a time, or upon the occurrence of an event, specified in the Articles of Organization or this Agreement.

B. By the written consent of the Members. However, no third party dealing with the Company shall be adversely affected by such action unless it receives notice, or should have reasonably been aware of such action.

**SECTION 8: MISCELLANEOUS PROVISIONS**

**Section 8.1. Terms.** 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.

**Section 8.2. Article Headings.** The Section headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

**Section 8.3. Entire Agreement.** This Agreement constitutes the entire agreement between the Manager, Members and the Company and contains all of the agreements between said parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

**Section 8.4. Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**Section 8.5. Amendment.** This Agreement may be amended or revoked at any time by a written document executed by the Members.

**Section 8.6. Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

**Section 8.7. Governing Law.** This Agreement is being executed and delivered in the State of Florida and shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement this 22 day of

2005

PAINT CAN, LLC:

*David Earl Tying*  
DAVID EARL TYRING, Manager

MEMBER:

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