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N. Richard Schopp, P.A.

881 E. Prima Vista Boulevard Port St. Lucie, Florida 34952 Telephone: (772) 878-4120 Fax: (772) 878-5103

December 5, 2006

VIA FEDERAL EXPRESS MAIL

Department of State Division of Corporations Corporate Filings P.O. Box 6327 Tallahassee, Florida 32314

RE: COMMERCE PARK STORAGE, LLC 7659 CHARLESTON WAY PORT ST. LUCIE, FLORIDA 34986

Dear Gentlemen:

Enclosed please find the Articles of Organization of Commerce Park Storage, LLC together with a check in the amount of \$130.00 representing payment for the filing fees in connection with the above referenced L.L.C.

Please forward a Certificate of Status upon filing.

Thank you.

Sincerely yours.

N. Richard Schopp,

NRS:dtm Enclosure

ARTICLES OF ORGANIZATION OF COMMERCE PARK STORAGE, LLC

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the charter and authority for the conduct of business of the limited liability company.

ARTICLE I NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be Commerce Park Storage, LLC., and its principal office shall be located at 7659 Charleston Way, Port Saint Lucie, Florida 34986, County of Saint Lucie, State of Florida, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

- 1. To engage in any activity or business authorized under the Florida Statutes.
- 2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
- 3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and the property so acquired.
- 4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any such contracts.
- 5. To exercise all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, unless otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers. Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE IV MANAGEMENT

Management of this limited liability company is reserved to its members whose names and addresses are as follows:

Gary L. Evans 7659 Charleston Way Port Saint Lucie, Florida 34986

Richard Donohue 1100 Kimberfylo Lane Port Saint Lucie, Florida 34986

ARTICLE V MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company. A members interest in the limited liability company may not be sold or otherwise transferred except with the unanimous written consent of all members. On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

ARTICLE VI CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$22000 cash shall be paid to the limited liability company by the two members in equal shares. Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members. Members will make contributions in equal shares.

ARTICLE VII PROFITS AND LOSSES

- (a) Profit sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share of the profits. The distributive share of the profits shall be determined and paid to the members at least quarterly.
- (b) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members in equal shares.

ARTICLE VIII DURATION

This limited liability company shall exist until dissolved in a manner provided by law, or as provided in the regulations adopted by the members. The limited liability company shall be dissolved on the occurrence of any of the following events: (I) when the period fixed for the duration of the limited company expires; (ii) by the unanimous written agreement of all members; (iii) on the death, retirement, notice of resignation, notice of intent to withdraw 30 days after a notice of intent to withdrawal, expulsion, bankruptcy or dissolution of a member; or (iv) the occurrence of any other event which terminates the membership of a member in the limited liability company. However, there shall be no dissolution if the business of the limited liability company is continued by the consent of all the remaining member(s) under a right to do so stated in the articles of organization of the limited company, within 30 days after the occurrence of either (iii) or (iv), above. In the event of death of a member the legal representative of the deceased shall be entitled to vote on it, excepting that with respect to the daily business matters, the corporate entity shall retain the right to vote on it. It is understood that the limited liability company shall dissolve on the death of any member unless the members unanimously agree to continue the business.

Payments made to any member shall be in the amount of, and in accordance with this Section, on the death of a member and the remaining members' unanimous vote to continue the business of the limited company. In the event of a liquidation, distribution of all assets and liabilities and the proceeds of it shall be in accordance with the member's share and in the manner provided in this Section.

As soon as possible following the occurrence of any of the events specified in this section, effecting the dissolution of the limited company, the limited company shall execute a statement of intent to dissolve in the form as shall execute a statement of intent to dissolve in the form as shall be prescribed by the Secretary of State. The statement of intent to dissolve shall be executed by any manager of the limited company.

In the event of a death of a member and the other members unanimously agree, within 30 days after death, to continue the business of the limited company, payment to the deceased member's legal representative shall be based on the fair market value of the member's interest, as determined by appraisals. Both the limited company and the deceased member's legal representative shall select an appraiser qualified and experienced in evaluating similar businesses and properties. If they are unable to agree within 10 days as to the value, they shall select a third, whose decision shall be binding. Payment shall be made in full within 120 days after that, at which time the interest of the deceased member shall be transferred.

If the limited company is dissolved, the remaining members shall wind up its affairs. On the winding up of the limited company, the assets of the limited company shall be distributed as follows: first, to creditors, including members and managers who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the limited company, other than liabilities for which reasonable provision has been made and liabilities of the type for unpaid distributions to which they have become entitled prior to dissolution or resignation, as applicable; and third, to members in proportion to their respective member's share.

This agreement may be altered or amended by a unanimous vote of all of the members, at any regular meeting of the members or at any special meeting of the members, if notice of the alteration or amendment is contained in the notice of the special meeting.

ARTICLE IX INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 7659 Charleston Way, City of Port Saint Lucie, County of Saint Lucie, State of Florida, and the name of the company's initial registered agent is Gary L. Evans. The undersigned, being the original members of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of Commerce Park Storage, LLC.

Executed by the undersigned at Port Saint Lucie, Florida on the day of the da

CINDY L. WHISTLER

Notary Public - State of Florida

My Commission Expires Nov 4, 2010

Commission # DD 593626

Bonded By National Notary Asen.

CINDY L. WHISTLER
Notary Public - State of Florida
/ Commission Expires Nov 4, 2010
Commission # DD 593626