

LO 7000002421

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

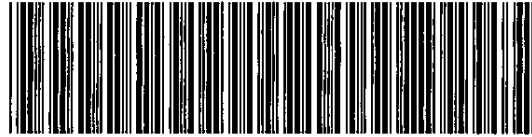
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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01/05/07--01015--021 **160.00

FILED
2007 JAN -5 P 3:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Cover Letter

To: Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Subject: Illumination Logistic Services, LLC

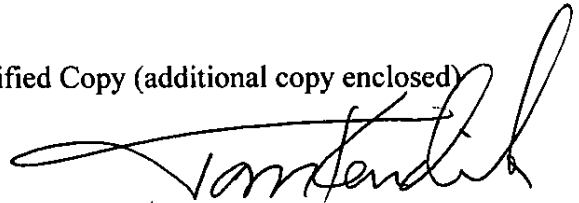
The enclosed Articles of Organization and fees are submitted for filing.

Please return all correspondence concerning this matter to the following:

Tom Kendrick
Illumination Logistic Services, LLC
22125 East Lake Loop
Land O' Lakes, FL 34639

For further information concerning this matter please call:
Tom Kendrick at 813-785-9639

Enclosed is a check for the following amount:
\$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy enclosed)



Tom Kendrick, Manager
Illumination Logistic Services, LLC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE I - Name:

The name of the Limited Liability Company is:

Illumination Logistic Services LLC

ARTICLE II - Address:

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

Principal Office Address:

22125 East Lake Loop

Land O' Lakes Florida, 34639

Mailing Address:

22125 East Lake Loop

Land O' Lakes Florida, 34639

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Statute:

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

Thomas C. Kendrick

Name

22125 East Lake Loop

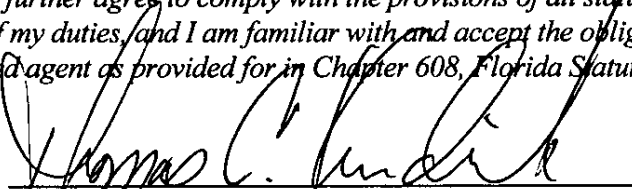
Florida street address (P.O. Box **NOT** acceptable)

Land O' Lakes, FLORIDA 34639

City, State, and Zip

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2001 JAN -5 P 3:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

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

Thomas C. Kendrick

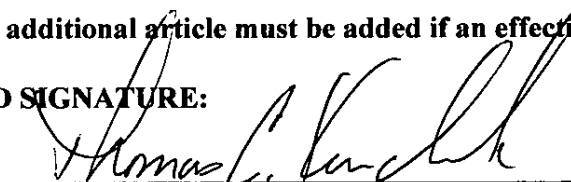
22125 East Lake Loop

Land O' Lakes Florida, 34639

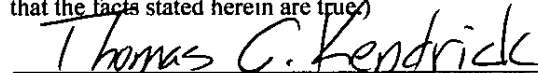
(Use attachment if necessary)

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

REQUIRED SIGNATURE:


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.)


Typed or printed name of signee

2001 JAN -5 P 3:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

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)

**OPERATING AGREEMENT
FOR
ILLUMINATION LOGISTIC SERVICES, LLC
A Florida Limited Liability Company**

THIS OPERATING AGREEMENT(the "Agreement") is made and entered into by and between Illumination Logistic Services, LLC, a Florida Limited Liability Company (the "Company") and the undersigned "Manager(s)" and "Member(s)"

SECTION 1: ORGANIZATION

Section 1.1. Formation. The Company has been organized as a Limited Liability Company under and pursuant to the Florida Limited Liability Company Act ("the Act") by the filing of Articles of Organization of Illumination Logistic Services, LLC with the Department of State.

Section 1.2. Name. The name of the Company shall be Illumination Logistic Services, LLC. The Company may also conduct its business under one or more assumed names.

Section 1.3. Duration. The Company shall continue in existence for the period fixed in the Articles of Organization, if any, or until the Company shall be sooner dissolved and its affairs wound up in accordance with the act or this Agreement.

Section 1.4 Registered Office and Registered Agent. The Registered Office in Florida shall be: 22125 East Lake Loop, Land O' Lakes, Florida 34639. The Registered Agent of the Company upon whom process against the Company may be served shall be: Thomas C. Kendrick, whose address shall be: 22125 East Lake Loop, Land O' Lakes, Florida 34639, as designated in the Articles of Organization (or any amendment thereof). The Registered Office and/or Registered Agent may be changed from time to time. Any such change shall be made in accordance with the Act or the terms of this Agreement, if different. If the Registered Agent shall ever resign, the Manager, or Managers, by majority vote, shall designate a successor Agent by giving written notice to the Members.

SECTION 2: MANAGEMENT

Section 2.1. Management. The business and affairs of the Company shall be managed by the Company's Operating Manager or Co-Operating Managers (collectively "Managers"), whose signatures below signify their acceptance of said positions. Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business to the extent provided or limited by this Article.

Section 2.2. Number, Tenure and Qualifications. The number of Managers shall be fixed from time to time by the affirmative vote of the Members, but in no instance shall there be less than one Manager. Each Manager shall hold office until the prior Manager ceases to be a Manager pursuant to Section 2.7.

Section 2.3. Powers of Managers and Restrictions on Authority of the Managers.

A. Subject to Subsections 2.3(B) and 2.3(C) of this Agreement, the Manager (or if there is more than one Manager, each of the Managers) shall have power and authority to take the following actions on behalf of the Company:

1. To do and perform all acts as may be necessary or appropriate to carry out the Company's purpose, including any action which this Agreement provides is to be taken by the Managers;

2. To locate or relocate a place of business for the Company;

3. To execute (or to appoint officers and agents with such designation as the Managers may determine to execute) on behalf of the Company all instruments and documents, including, but not limited to: checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage, investment, sale, assignment, transfer, exchange, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law) of property, including the licensing of intellectual property;

4. To appoint and fix compensation for officers and other agents for the Company;

5. To acquire property from any person or entity as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such person or entity shall not prohibit the Manager from dealing with that person or entity provided that the Member or Manager shall fully disclose the affiliation or connection and the transaction has been approved by the Member after such disclosure;

6. To open bank accounts in the name of the Company with the Manager as the signatories on such bank accounts, unless the Manager determines otherwise;

7. To borrow money for the Company from banks, other lending institutions, the Manager, Members, or affiliates of the Manager or Members, on such terms as the Manager and the Members deem appropriate, and in connection with such borrowing, to hypothecate, encumber and grant security interests in the Company's property to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager subject to the approval of the Members, or to the extent permitted under the act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability pursuant to the act;

8. To purchase liability and other insurance to protect the Company's property and business;
9. To invest any Company funds (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;
10. To confess a judgment against the Company;
11. To cause the Company to incur any liabilities, including borrowing capital;
12. To cause the Company to make any capital expenditure; and
13. To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds.

B. Subject to Subsection 2.3(C) and only with the consent of the Members, any Manager shall have power and authority, on behalf of the Company:

1. To initiate a proceeding for the Bankruptcy of the Company;
2. To cause a change in the purpose of the Company;
3. To do any act which would make it impossible to fulfill the purpose of the Company;
4. To amend this Company Agreement or take any action in violation of this Agreement;
5. To cause the Company to voluntarily initiate a proceeding under which the Company would become a Debtor under the United States Bankruptcy Code; and
6. To sell, exchange or otherwise dispose of all, or substantially all, of the Company property other than in the ordinary course of the Company's business.

C. Notwithstanding any other provision of this Section 2.3, the Managers shall not have the authority to amend this Agreement or take any action that would have a Material Adverse Effect on the Members without the consent of the Members. For purposes of this Subsection 2.3(C), a Material Adverse Effect is any increase in the obligation to make contributions, any modification of the allocation to the Members of net profits, net losses, income, gain, loss or credit for tax purposes or for determination of Capital Accounts or any modification in the Members' right to distributions. Notwithstanding the foregoing, no allocation of net profits, net losses, income, deduction or credit required by the Internal Revenue Code of 1986, as amended (the "Code") shall be considered a Material Adverse Effect.

Section 2.4. Liability for Certain Acts. The Manager shall not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. A Manager's duty of care in the discharge of the Manager's duties to the Company and the Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging the Manager's duties, a Manager shall be fully protected in relying in good faith upon the records required to be maintained under Section 3 herein and upon such information, opinions, reports or statements by the Members, agents, or any other person, as to matters the Manager reasonably believes are within such person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of Company Property from which Distributions might properly be paid.

Section 2.5. Managers Have No Exclusive Duty to Company. No Manager shall be required to manage the Company as the Manager's sole and exclusive function and the Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor the Members shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager and/or Members or to the income or proceeds derived from the same. The Manager shall not incur any liability to the Company as a result of engaging in any other business or venture.

Section 2.6. Indemnity of the Managers, Employees and Other Agents. The Company shall indemnify the Manager and make advances for expenses to the maximum extent permitted under the act. The Company shall indemnify its employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by the Manager.

Notwithstanding any other provision of this Agreement, no Manager shall be liable to any Member of the Company with respect to any act performed or neglected to be performed in good faith and in a manner which such Manager believed to be necessary or appropriate in connection with the ordinary and proper conduct of the Company's business or the preservation of its property, and consistent with the provisions of this Agreement. The Company shall indemnify the Manager for and hold it harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Company's business and the preservation of its business and property, or by reason of the fact that such person is or was a Manager; provided the Manager to be indemnified acted in good faith and in a manner the Manager believed to be consistent with the provisions of this Agreement; and provided further that, with respect to any criminal action or proceeding, the Manager to be indemnified had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that indemnification is not available under this Agreement. The obligation of the Company to indemnify any Manager under this Agreement shall be satisfied out of Company property only, and if the Company property is insufficient to satisfy its obligation to indemnify any Manager, such Manager shall not be entitled to contribution from the Members.

Section 2.7. Cessation as Manager. Any Manager shall cease to be a Manager on the Manager's bankruptcy, death, dissolution, incompetence, resignation or removal, but not on the merger or conversion of the Manager. A Manager may resign at any time by giving written notice to the Members. The resignation of any Manager shall take effect upon receipt of notice of such resignation or at such later time as shall be specified in such notice; and, unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective. All or any lesser number of Managers may be removed at any time with or without cause by the Members. The Member who ceases to be a Manager shall continue to be a Member and such cessation shall not affect the rights of the Member.

Section 2.8. Vacancies. Any vacancy occurring for any reason other than an increase in the number of Managers shall be filled by the Managers, if any, or, if none, by affirmative vote of the Members. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of the Members.

Section 2.9. Compensation, Reimbursement, Organization Expenses.

A. The compensation of the Managers shall be fixed from time to time by the mutual agreement of the Manager and a majority vote of the Members. No Manager shall be prevented from receiving such compensation by reason of the fact that the Manager is also a Member. No Member shall be entitled to compensation from the Company for services rendered to the Company as a Member.

B. Upon the submission of appropriate documentation, a Member or Manager may be reimbursed by the Company for reasonable out-of-pocket expenses incurred by the Member or Manager on behalf of the Company at the Company's request, or, if not requested by the Company, to the extent approved by the Manager. Without limiting the foregoing, the Company may reimburse the Managers and Members for the legal expenses reasonably incurred by them in connection with the formation, organization and capitalization of the Company, including the legal fees incurred in connection with the preparation of this Agreement and other actions in connection with the organization, operation, and liquidation of the Company.

C. The Managers may cause the Company to make an appropriate election to treat the expenses incurred by the Company in connection with the formation and organization of the Company to be amortized under the sixty (60)-month period beginning with the month in which the Company begins business to the extent that such expenses constitute "organizational expenses" of the Company within the meaning of Internal Revenue Code of the United States.

Section 2.10. Right To Rely on the Managers. Any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

- A. The identity of any Manager or the Members;
- B. The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any Manager or which are in any other manner germane to the affairs of the Company;
- C. The persons who are authorized to execute and deliver any instrument or document of the Company; or
- D. Any act or failure to act by the Company or any other matter whatsoever involving the Company or the Members.

SECTION 3: BOOKS, RECORDS AND ACCOUNTING

Section 3.1. Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the act and such books and records shall be kept at the Company's office and shall in all respects be independent of the books, records and transactions of the Members.

Section 3.2. Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year.

Section 3.3. Member's Capital Accounts. A Capital Account for each Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and any losses or deductions of the Company.

SECTION 4: CAPITAL CONTRIBUTIONS

By the execution of this Agreement, the Members hereby agree to make an Initial Capital Contribution for the capital interests of the Company. Future Capital Contributions may be made in the sole discretion of the Members.

MEMBER NAME	INITIAL CONTRIBUTION	OWNERSHIP INTEREST
Fred M. Massey	Cash	33
16 Beach Lane #103		
Crystal River, Florida 34429		

Thomas C. Kendrick Cash 34
22125 East Lake Loop
Land O' Lakes, Florida 34639

Donald R. Hinst Cash 33
3104 Banyan Hill Lane
Land O' Lakes, Florida 34639

SECTION 5: ALLOCATIONS AND DISTRIBUTIONS

Except as may be required by the Code, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be reported by the Member on the Member's income tax return. The Manager may make distributions from time to time after the Manager determine that the Company has sufficient funds available.

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.

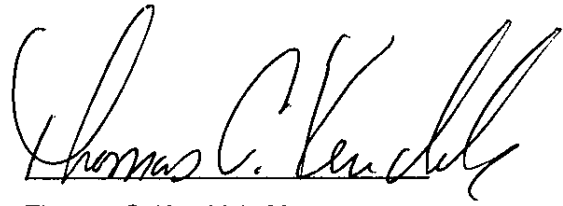
Section 8.6. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

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 HEREOF, the parties hereto have executed this Operating Agreement this 22nd day of

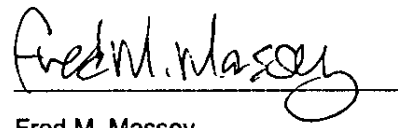
December, 2006

ILLUMINATION LOGISTIC SERVICES, LLC:



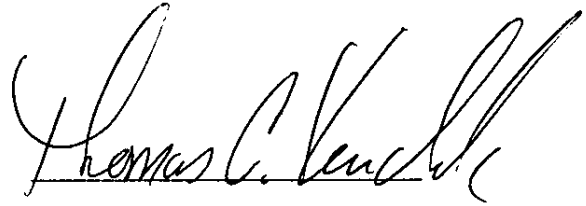
Thomas C. Kendrick, Manager

MEMBER:



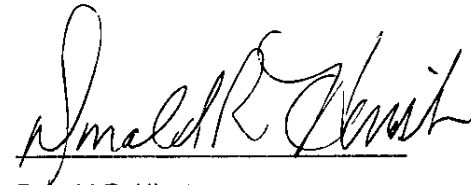
Fred M. Massey

MEMBER:



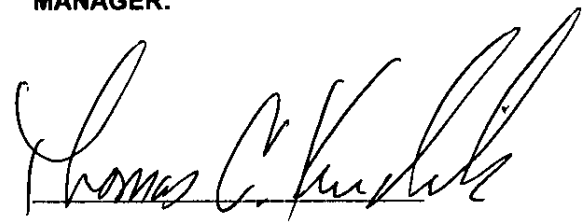
Thomas C. Kendrick

MEMBER:



Donald R. Hinst

MANAGER:



Thomas C. Kendrick