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From: Account Name : EMPIRE CORPORATE KIT COMPANY
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FLORIDA/FOREIGN LIMITED LIABILITY CO.

united roofing enterprises, LLC

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September 17, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

EMPIRE CORPORATE KIT COMPANY

SUBJECT: UNITED ROOFING ENTERPRISES, L.L.C. D/B/A UNITED ROOFING SYSTEMS
REF: W07000045681

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FAX Aud. #: H07000229978

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**ARTICLES OF ORGANIZATION
OF
UNITED ROOFING ENTERPRISES, L.L.C.**

The undersigned for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby make, acknowledge, and file the following Articles of Organization.

ARTICLE I - NAME

The name of the limited liability company shall be United Roofing Enterprises, L.L.C.

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the company is 3866 Prospect Ave., Suite 14, Riviera Beach, Florida 33404.

ARTICLE III - DURATION

The company shall commence its existence on the date of these articles of organization are filed by the Florida Department of State or on another effective date if specified. The company's existence shall be perpetual unless the company is dissolved earlier as provided in these articles of organization or in the regulations.

ARTICLE IV - REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the company in the state of Florida is: Greg Haddox, 3866 Prospect Ave., Suite 14, Riviera Beach, Florida 33404.

ARTICLE V - CAPITAL CONTRIBUTIONS

The members of the company shall contribute to the capital of the company the cash or property set forth in Exhibit "A".

ARTICLE VI - ADDITIONAL CAPITAL CONTRIBUTIONS

Each member shall make additional capital contributions to the company only on the unanimous consent of all members or as provided in the regulations.

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ARTICLE VII - ADMISSION OF NEW MEMBERS

Except as set forth in the regulations, no additional members shall be admitted to the company except with the unanimous written consent of all the members of the company and on the terms and conditions as shall be determined by all the members. A member may transfer his, her or its, interest in the company as set forth in the regulations of the company, but the transferee shall have no right to participate in the management of the business and affairs of the company or become a member unless 100 % of the members of the company other than the member proposing to dispose of his, her, or its interest approve of the proposed transfer by written consent.

ARTICLE VIII - MEMBERS' RIGHT TO CONTINUE BUSINESS

The company shall be dissolved on the death, bankruptcy, or dissolution or a member or manager, or on the occurrence of any other event that terminates the continued membership of a member in the company, unless the business of the company is continued by unanimous vote of the remaining members.

ARTICLE IX - MANAGEMENT

The company shall be managed by a manager in accordance with regulations adopted by the members for the management of the business and affairs of the company. These regulations may contain any provisions for the regulation and management of the affairs of the company not inconsistent with law or these articles of organization. The names and address of the members of the company are:

NAME

ADDRESS

UNITED ROOFING SYSTEMS, LLC.


3866 Prospect Ave., Suite 14,
Riviera Beach, Florida 33404

BRODOCK ROOFING, INC.

6742 Forest Hill Boulevard, #251
West Palm Beach, Florida 33413

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IN WITNESS WHEREOF, the undersigned organizers have made and subscribed these articles of organization 3866 Prospect Ave, Suite 14, Riviera Beach, Florida on this 14th day of September 2007.

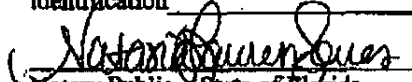

Signature for: United Roofing
Systems, LLC

Greg R. Haddock
Printed Name for: United Roofing
Systems, LLC


Signature for: Brodock Roofing,
Inc.

Lennie Bradock
Printed Name for: Brodock Roofing,
Inc.

Sworn to and subscribed before me on this 14th day of September, 2007 by
LOU WIE BRODYK and GREG HADDOCK who are personally known to me/produced
identification _____ Type of identification produced:


Notary Public - State of Florida
(name, typed or printed)
(Seal)



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JOINT VENTURE AGREEMENT

This JOINT VENTURE AGREEMENT ("Agreement") is made on this 14th day of September 2007 between BRODOCK ROOFING, INC. and UNITED ROOFING SYSTEMS, LLC.

RECITALS

The Joint Venturers have agreed to make contributions to a common fund for the purpose of acquiring and holding:

UNITED ROOFING ENTERPRISES, LLC
called the business interest.

The Joint Venturers consider it advisable to acquire and to hold their business interest through a nominee so as to avoid the necessity of numerous separate agreements, to maintain the legal title to the business interest in a simple and practicable form, and to facilitate the collection and distribution of the profits accruing under the business interest, and has agreed to act as nominee of the Joint Venturers with the understanding that he is also acquiring a participating interest in this joint venture on his own account, it is therefore agreed:

1. **Purpose.** The Joint Venturers form this joint venture to acquire and hold the business interest in common and to provide the finances required for its acquisition. To the extent set forth in this Agreement, each of the Joint Venturers shall own an undivided fractional part in the business. The Joint Venturers appoint as their agents BRODOCK ROOFING, INC. and UNITED ROOFING SYSTEMS, LLC, whose duties it shall be to hold each of the undivided fractional parts in the business interest for the benefit of, and as agents for, the respective Joint Venturers.

2. **Contributions.** The Agents acknowledge that they have received from each of the Joint Venturers, for the purpose of this joint venture, the following services set after the name of each Joint Venturer as follows:

[Handwritten signature]
J.B.



Name of Joint Venturer	Contribution
Brodock Roofing, Inc.	To provide use of its production staff.
United Roofing Systems, LLC	Provide use of its office, administrative staff, and sales staff.

3. **Profits.** The Agents shall hold and distribute the business interest and shall receive the net profits as they accrue for the term of this Agreement or so long as the Joint Venturers are the owners in common of the business interest, for the benefit of the Joint Venturers as follows:

Name of Joint Venturer	Proportion
Brodock Roofing, Inc.	25%
United Roofing Systems, LLC	75%

4. **Expenses of Venture.** All losses and disbursements incurred by the Agents in acquiring, holding and protecting the business interest and the net profits shall, during the period of the venture, be paid by the Joint Venturers, on demand of the Agents, in the ratio which the contribution of each Joint Venturer bears to the total contributions set forth in Paragraph 2.

5. **Liability of Agent.** Each Agent shall be liable only for its own willful misfeasance and bad faith, and no one who is not a party to this Agreement shall have any rights whatsoever under this Agreement against the Agent for any action taken or not taken by it.

6. **Term.** This Agreement shall terminate and the obligations of the Agents shall be deemed completed on the happening of either of the following events: (a) the receipt and distribution by the


J.B.

Agents of the final net profits accruing under the business interest; or (b) termination by mutual assent of all joint ventures. This Agreement may be amended in writing by the Joint Venturers at any time for any purpose designated by the Joint Venturers.

7. **Compensation of Agents.** Unless otherwise agreed to in the future by a majority in interest of the Joint Venturer, the Agents shall not receive any compensation for services rendered by them under this Agreement.

8. **Arbitration and Attorneys' Fees.** The Joint Venturers agree that any dispute, claim, or controversy concerning this Agreement or the termination of this Agreement, or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, shall be settled by arbitration to be held in West Palm Beach, Florida in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Joint Venturers will pay the costs and expenses of such arbitration in such proportions as the arbitrator shall decide, and each Joint Venturer shall separately pay its own counsel fees and expenses.

9. **Governing Law; Consent to Personal Jurisdiction.** THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Handwritten signature and initials, possibly "J.B." or similar, written in ink.

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In witness whereof the Agents and the Joint Venturers have signed and sealed this Agreement.



(Signature of Joint Venturer)

9/14/07

(Date)

Greg D. Haggard United Testing Systems LLC

(Printed or Typed Name of Joint Venturer)



(Signature of Joint Venturer)

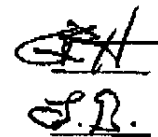
9-14-07

(Date)

Lonnie Brodock

(Printed or Typed Name of Joint Venturer)

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