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FLORIDA/FOREIGN LIMITED LIABILITY CO.

MATRIX AIR, LLC

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Articles of Organization of MATRIX AIR, LLC

The undersigned person, acting as organizer for the purpose of forming a business Limited Liability Company under the Florida Limited Liability Company Act, Florida Statute Chapter 608 the laws of the State of Florida, adopts the following Articles of Organization:

Article 1. The name of the limited liability company is:
MATRIX AIR, LLC

Article 2. 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 to limited liability companies under the laws of the State of Florida.

Article 3. The duration of this limited liability company shall be perpetual.

Article 4. The principal address of business for the Limited Liability Company is:
5000 CULBREATH KEY
#8-318
TAMPA, FLORIDA 33611

Article 5. The mailing address of the Limited Liability Company is:
P.O. BOX 130941
TAMPA, FLORIDA 33681

Article 6. The initial registered agent of this limited liability company is:
THE LAW OFFICES OF NICK SPRADLIN, PLLC
12000 NORTH DALE MABRY HWY
SUITE 110
TAMPA, FLORIDA 33618

Article 7. The initial address of the office of the registered agent of the limited liability company is:
12000 NORTH DALE MABRY HWY
SUITE 110
TAMPA, FLORIDA 33618

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Article 8. This company will be managed by the following persons whose names and addresses are as follows:

KENN R. KRIEGISH
5000 CULBREATH KEY #8-318
TAMPA, FLORIDA 33611

Article 9. The Company reserves the right to admit new members at any time.

Article 10. The Company reserves the right to continue, without dissolution, under the terms as set forth in the company Operating Agreement, upon any act that might otherwise cause the dissolution of the company or the dissociation of a member under the laws of the State of Florida.

Article 11. This company shall be dissolved upon the dissolution, bankruptcy, expulsion, resignation, retirement, or death of a member or manager, or upon the occurrence of any other purpose that terminates the continued membership of a member in the company, unless the business of the Company is continued by the consent of all the lasting members, provided here is at least one lasting member

Article 12. This Limited Liability Company adopts the following additional articles:

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Article 13. These Articles of Organization **SHALL BE EFFECTIVE** upon approval of the Secretary of State, State of Florida.

Article 14. Indemnification

The Company shall not sue and indemnify its current Managers and officers to the fullest extent permitted under the laws of this state. Such indemnification shall not be deemed to be exclusive of any other rights to which the indemnified person is entitled, consistent with law, under any provision of the Articles of Organization or Operating Agreement of the company any general or specific action of the Managers, the terms of any contract, or as may be permitted or required by common law. The Company may purchase and maintain insurance or provide another arrangement on behalf of any person who is a Manager against any liability asserted against him

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or her and incurred by him or her in such a capacity or arising out of his or her status as a Manager, whether or not The Company would have the power to indemnify him or her against that liability under the laws of the state of FLORIDA. To the extent that Indemnities have been successful or unsuccessful on the merits in defense of any action, suit or proceeding or in defense of any issue or matter therein, including, without limitation, dismissal without prejudice, Indemnities shall be indemnified against any and all expenses (including attorney fees), judgments, fines taxes, penalties and amounts paid in settlement with respect to such action, suit or proceeding. The Company shall not settle any action or claim in any manner which would impose any penalty or limitation on Indemnities without Indemnities' prior written consent. Indemnities shall not unreasonably withhold consent to any proposed settlement. Indemnities shall notify in writing of any matter with respect to which Indemnities intended to seek indemnification hereunder as soon as reasonably practicable following the receipt by Indemnities of written threat thereof; provided, however, that failure to so notify the Company shall not constitute a waiver by Indemnities of their rights hereunder. The Company shall advance to Indemnities amounts to cover expenses (including attorney fees) incurred by indemnities in defending any such action, suit or proceeding in advance of the final disposition thereof upon receipt of reasonably satisfactory evidence as to the amount of such expenses. Indemnities' written certification together with a copy of any expense statement paid or to be paid by Indemnities shall constitute satisfactory evidence as to the amount of expenses. This Agreement shall terminate when Indemnities' services to the Company as Managers end.

IN WITNESS WHEREOF, The undersigned, an authorized representative of the members, has made and subscribed these Articles of Organization at Tampa, Florida, for the foregoing uses and purposes

Dated: 09-21, 20 07

Mariavella leau
 Signature of Organizer, Authorized Representative of the Member(s)

Mariavella leau
 Printed Name of Organizer, Authorized Representative of the Member(s)

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ACCEPTANCE OF REGISTERED AGENT DESIGNATED IN ARTICLES OF ORGANIZATION

The Law Offices of Nick Spradlin, PLLC, having a business office identical with the registered office of the Company name above, and having been designated as the Registered Agent in the above and foregoing Articles of Organization, is familiar with and accepts the obligations of the position of Registered Agent under Section 608.4155, Florida Statutes and other applicable Florida Statutes.

I ACKNOWLEDGE OUR APPOINTMENT AS REGISTERED AGENT OF THIS LIMITED LIABILITY COMPANY AND ACCEPT THE APPOINTMENT.


Nick Spradlin, (CEO) Manager

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