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2008 AUG 27 P 1: 37 SECRETARY OF STATE ALLAHASSEE, FLORIDA

CHARLES D. MINER, P.A.

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Practice Areas Include Real Estate Closings Tax-Free Exchanges

Tax-Free Exchanges Wills, Trusts, and Probate Corporate and Business Law

August 25, 2008

Secretary of State Division of Corporations P.O. Box 6327 Tallahassee, Florida 32399-0250

Re: Squirrel Stopper, LLC

Dear Sir or Madam:

Enclosed please find fully executed Articles of Organization for Squirrel Stopper, LTC. Also enclosed please find my firm's check in the amount of \$125.00, representing the fees for filing the Articles of Organization and the required registered agent fee.

Please note that, pursuant to Article III of the Articles of Organization, the effective date for this limited liability company will be the date that these Articles are filed.

If you need to contact me concerning this filing, please do not hesitate to contact my office. Please return a copy of the filed Articles to me.

Very truly yours

Charles D. Miner

cc: Mr. Randy McConnell Mr. Jerry W. Powell, Jr.

ARTICLES OF ORGANIZATION

SQUIRREL STOPPER, LLC

ARTICLE I - NAME

The name of the Limited Liability Company is:

SQUIRREL STOPPER, LLC

ARTICLE II - ADDRESS

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

c/o Randy Lee McConnell 3443 Herringridge Drive Orlando, FL 32812

ARTICLE III - DURATION

The existence of the Limited Liability Company will commence upon the execution and filing of the Articles of Organization. The period of duration for the Limited Liability Company shall be perpetual, unless terminated by the written agreement of at least seventy-five percent (75%) of all members (voting in proportion to their interests in the Limited Liability Company) or by the death, retirement, resignation, expulsion, bankruptcy or dissolution of all members, unless the business of the Limited Liability Company is continued by the successor in interest of the last remaining member.

ARTICLE IV - PURPOSE

The purpose for which this Limited Liability Company is formed is to help develop a patent for a device which one of its principals has invented. This device is designed to prevent squirrels from obtaining food from a bird feeder. The Limited Liability Company intends to assist the inventor in applying for a patent on this device. The sole rights to exploit the patent and the invention shall belong to the Limited Liability Company, which intends to market the device under the trade name "Squirrel Stopper". The Limited Liability Company may engage in the manufacture, distribution, sale and marketing of this device, or it may engage, employ or license others to do so on its behalf. In addition, the Limited Liability Company may engage in any and all other lawful business for which a limited liability company may be formed.

<u>ARTICLE V - MANAGEMENT</u>

The Limited Liability Company is to be managed by Randy Lee McConnell and Jerry Wayne Powell, Jr., who are the sole initial members of the Limited Liability Company and who are designated as its Managing Members. Any contracts, documents or instruments of conveyance relating to the "Squirrel Stopper" device and required or permitted to be signed on behalf of the Limited Liability Company shall require the signature of both of the Managing Members. The signature of such Managing Members may be relied upon by any third party as to conclusively establish the authority of such Managing Members to bind the Limited Liability Company. Notwithstanding the fact that the signatures of both Managing Members shall be required on any contracts, documents, or instruments of conveyance dealing with the "Squirrel Stopper" device, any patent application may be signed by Jerry W. Powell, Jr., who shall remain the owner of any patent which may be granted for his "Squirrel Stopper" invention. As owner of the patent, Jerry W. Powell, Jr. shall have sole authority to enter into any contracts for the sale, licensing or exploitation of the patent, provided that the Limited Liability Company shall receive the proceeds of any such sale, license or exploitation as if it were the owner thereof, and the rights of Randy Lee McConnell to share in the income, profits, and gains to be derived therefrom shall not be adversely affected.

The Managing Partners shall discuss among themselves the amount of money which should be budgeted for the development and exploitation of the "Squirrel Stopper" device Prior to the time that Randy Lee McConnell has received a return of his capital investment in the Limited Liability Company, checking accounts may be opened in the name of the Limited Liability Company and checks may be drawn on such accounts solely on the authority of Randy Lee McConnell. Thereafter, either of the Managing Members may have authority to sign any checks on behalf of the Limited Liability Company, and the signature of any Managing Member shall be sufficient.

ARTICLE VI - MANAGING MEMBERS

The names and addresses for each of the Managing Members of this Limited Liability Company, who are also the only initial members of the Limited Liability Company, shall be:

Randy Lee McConnell 3443 Herringridge Drive Orlando, FL 32812

Jerry W. Powell, Jr. 1122 Apalache Street Greer, South Carolina 29651

ARTICLE VII - OPERATING AGREEMENT

The interests of the Members shall be set forth in more detail in an Operating Agreement. However, such Operating Agreement shall provide that Randy Lee McConnell shall contribute the funds necessary to allow the Limited Liability Company to develop and obtain a patent on the "Squirrel Stopper" device. Until such time as the Limited Liability Company generates funds from the commercial exploitation of this device and these funds are returned to Randy Lee McConnell, then all items of loss, expense and deduction of the Limited Liability Company shall be allocated to Randy Lee McConnell. The Operating Agreement shall acknowledge that the ownership of any patent which may be obtained based on the device invented by Jerry W. Powell, Jr. shall remain with Jerry W. Powell, Jr., but the Limited Liability Company shall have the rights to exploit any such patent. In the event that the patent is sold to a third party, then the profits of the Limited Liability Company (after all amounts invested by Randy Lee McConnell have been returned to him) shall be allocated 70% to Jerry W. Powell, Jr. and 30% to Randy Lee McConnell. In the event the Limited Liability Company chooses to build, manufacture, and market the device itself, then the profits of the Limited Liability Company (after all amounts invested by Randy Lee McConnell have been returned to him) shall be allocated 60% to Jerry W. Powell, Jr. and 40% to Randy Lee McConnell.

ARTICLE VIII - ADMISSION OF ADDITIONAL MEMBERS

Additional members may be admitted into the Limited Liability Company with the unanimous consent of all of the Members. In the event additional members are admitted into the Limited Liability Company, such additional members shall not have any management authority unless agreed to by the unanimous consent of all of the Members of the Limited Liability Company.

ARTICLE IX - AMENDMENTS TO OPERATING AGREEMENT

The initial Members shall have the power to adopt, alter, amend or repeal an Operating Agreement for the Limited Liability Company, which shall contain provisions for the regulation, management and operation of the affairs of the Limited Liability Company, and which shall also contain provisions relating to the respective rights of each of the Members with respect to their interests in the Limited Liability Company.

ARTICLE X - REGISTERED AGENT, REGISTERED OFFICE AND RESIDENT AGENT'S SIGNATURE

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

Randy Lee McConnell 3443 Herringridge Drive Orlando, FL 32812 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.

Date: August 2008

andy Lee McConnell,

Registered Agent

(In accordance with Section 608.408(3) Florida Statutes, the execution of this Affidavitation under the penalties of perjury that the facts stated herein are true.)

SQUIRREL STOPPER, LLC

Date: August 2008

Date: August 2,2008

ву: Д

ndy Lee McConnell,

Managing Member

Jerry W. Powell, Jr.,

Managing Member