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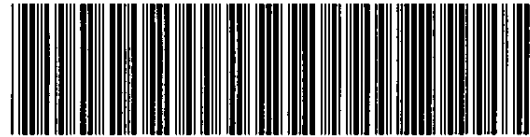
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2012 SEP 18 PM 4:06

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W12-44628

J. BRYAN

SEP 19 2012

EXAMINER



Main Office

1004 20th Place
Vero Beach, FL 32960
772.770.9777 (OFFICE)
772.770.9771 (FAX)

MASTERS LAW

RANDOL TRACY MASTERS
Attorney & Counselor at Law
Masterslawoffice@aol.com

Brevard Office

1900 S. Harbor City Blvd.
Suite# 328
Melbourne, FL 32901
321.308.0450 (OFFICE)
772.770.9771 (FAX)

August 21, 2012

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

Re: Care Personnel Solutions, L.L.C.

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2012 SEP 18 PM 4:06
TALLAHASSEE, FL

Dear Division of Corporations,

Please find enclosed for proper filing, the Articles of Organizations of:

Care Personnel Solutions, L.L.C.

Ms. Kenyka Jenkins is the Chief Executive Officer (CEO) of Care Personnel Solutions, L.L.C.

Also enclosed, please find a check (# 1510) in the amount of \$ 160.00, payable to Florida Department of State, which covers the following:

\$ 125.00 - Filing Fee
\$ 30.00 - Certified Copy
\$ 5.00 - Certificate of Status

\$ 160.00 Total Payment Made

As per Article XIII, Section 13.3, all requests, demands, and other communications made with respect to this Agreement shall be addressed to the registered agent:

Randol Tracy Masters, Esq.
MASTERS LAW
1004 20th Place
Vero Beach, FL 32960

Please contact my office if there are any questions or comments.

Respectfully yours,



Randol Tracy Masters, Esq.

RTM/jb

Please address all responses to Vero Beach address

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CLERK OF DISTRICT COURT
FALLS CHURCH, VIRGINIA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 28, 2012

RANDOL TRACY MASTERS, ESQ.
MASTERS LAW
1004 20TH PLACE
VERO BEACH, FL 32960

SUBJECT: CARE PERSONNEL SOLUTIONS, L.L.C.
Ref. Number: W12000044628

We have received your document for CARE PERSONNEL SOLUTIONS, L.L.C. and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

We don't file the Agreement keep for your records,

We are enclosing the proper form(s) with instructions for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Joey Bryan
Regulatory Specialist II

Letter Number: 912A00021979

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TALLAHASSEE, FLORIDA



Main Office

1004 20th Place
Vero Beach, FL 32960
772.770.9777 (OFFICE)
772.770.9771 (FAX)

MASTERS LAW
RANDOL TRACY MASTERS
Attorney & Counselor at Law
Masterslawoffice@aol.com

Brevard Office

1900 S. Harbor City Blvd.
Suite# 328
Melbourne, FL 32901
321.308.0450 (OFFICE)
772.770.9771 (FAX)

September 11, 2012

Registered Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
ATTN: Mr. Joey Bryan

SUBJECT: CARE PERSONNEL SOLUTIONS, L.L.C.
Ref. Number: W12000044628

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2012 SEP 13 PM 4:06
TALLAHASSEE, FL
FEDERAL BUREAU OF INVESTIGATION

Dear Mr. Bryan,

Please find enclosed the Articles of Organizations for the above referenced number.

We have corrected where the word "agreement" was incorrectly used and replaced it with the word "article". Please guide us if there is any other issue so we may resolve it quickly.

I apologize for any inconvenience, and thank you for your time.

Sincerely,



Randol Tracy Masters, Esq.

RTM/jb

Please address all responses to Vero Beach address



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 13, 2012

RANDOL TRACY MASTERS, ESQ.
MASTERS LAW
1004 20TH PLACE
VERO BEACH, FL 32960

SUBJECT: CARE PERSONNEL SOLUTIONS, L.L.C.
Ref. Number: W12000044628

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2012 SEP 13 PM 4:06
TALLAHASSEE, FLORIDA

You failed to make the correction(s) requested in our previous letter.

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as Registered Agent.")

The registered agent must sign accepting the designation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Joey Bryan
Regulatory Specialist II

Letter Number: 212A00023153



Main Office

1004 20th Place
Vero Beach, FL 32960
772.770.9777 (OFFICE)
772.770.9771 (FAX)

MASTERS LAW
RANDOL TRACY MASTERS
Attorney & Counselor at Law
Masterslawoffice@aol.com

Brevard Office

1900 S. Harbor City Blvd.
Suite# 328
Melbourne, FL 32901
321.308.0450 (OFFICE)
772.770.9771 (FAX)

September 16, 2012

Registered Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314
ATTN: Mr. Joey Bryan

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2012 SEP 18 PM 4:06
TALLAHASSEE, FLORIDA

SUBJECT: CARE PERSONNEL SOLUTIONS, L.L.C.
Ref. Number: W12000044628

Dear Mr. Bryan,

Please find enclosed the executed Registered Agent page for the above referenced number.

I apologize for any inconvenience and thank you for your time.

Sincerely,



Randol Tracy Masters, Esq.

RTM/jb

Please address all responses to Vero Beach address

ARTICLES OF ORGANIZATION
OF
CARE PERSONNEL SOLUTIONS, L.L.C.
a Florida limited liability company

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CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

This Articles of Organization of CARE PERSONNEL SOLUTIONS, L.L.C. a Florida limited liability company (the "Company"), is made effective as of the 19th day of November, 2011, by and among the following: KENYKA L. JENKINS, KENNETH E. JENKINS and LOUDELLE D. JENKINS.

ARTICLE I

DEFINITIONS Section 1. 1

Certain Definitions. As used in this Article of Organization:

Accumulated Cash shall have the meaning ascribed to such term in Section 8.3(b).

Act shall mean the Florida Limited Liability Company Act, as amended from time to time.

Affiliate shall mean any person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, a Member or Members.

Buying Member any member buying an interest in the limited liability company.

Capital Account shall have the meaning ascribed to such term in Section 3.3.

Carrying Value means, with respect to any asset, the asset's adjusted basis for federal income tax purposes except as follows:

(i) the initial Carrying Value of any asset contributed (or deemed contributed) to the Company shall be such asset's gross fair market value at the time of such contribution;

(ii) the Carrying Values of all Company assets shall be adjusted to equal their respective gross fair market values in accordance with, and as permitted by, Section 1.704-1 (b)(2)(iv)(O) of the Regulations;

(iii) if the Carrying Value of an asset has been determined pursuant to clause (i) or (ii) above, such Carrying Value shall thereafter be adjusted in the same manner as would the asset's adjusted basis for federal income tax purposes.

Change of Control shall mean a Transfer of 50% percent or more of the stock, partnership interests, membership interests or beneficial interests, as applicable, of a Member.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Company means CARE PERSONNEL SOLUTIONS, L.L.C.

Company Interest has the meaning ascribed to such term in Section 10. 1.

Distributable Cash shall have the meaning ascribed to such term in Section 8.3(a).

Majority of the Percentage interest shall mean at least 51% of the Members that have voting rights.

Management Board has the meaning ascribed to such term in Section 5.

Material Adverse Effect shall mean any change, event, action, condition or effect which individually or in the aggregate (i) impairs the validity or enforceability of this Article, or (ii) materially and adversely affects the business, operations, prospects or financial condition of the Company or materially and adversely affects the ability of the Company to carry out its business, or (iii) materially and adversely affects the ability of the Members or their respective principals to carry out their respective obligations under this Article.

Material Breach shall mean any breach of this Article by any Member or its principal that is not cured within thirty days after such Member receives written notice of such breach.

Member shall mean any persons or entities as may from time to time be admitted to the Company, upon such terms and conditions as provided in this Article and under the Act.

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HARRIS COUNTY, TEXAS

Net Profits and Net Losses mean the taxable income or loss, as the case may be, for a period (or from a transaction) as determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss) computed with the following adjustments:

(i) items of gain, loss, and deduction shall be computed based upon the Carrying Values of the Company's assets rather than upon the assets' adjusted bases for federal income tax purposes;

(ii) any tax-exempt income received by the Company shall be included as an item of gross income;

(iii) the amount of any adjustments to the Carrying Values of any assets of the Company pursuant to Code Section 743 shall not be taken into account; and

(iv) any expenditure of the Company described in Section 705(a)(2)(B) of the Code (including any expenditures treated as being so described pursuant to Treasury Regulations under Section 704(b) of the Code) shall be treated as a deductible expense.

Percentage Interest means with respect to an L.L.C. member, the percentage derived from the following fractions: KENYKA L. JENKINS = 51% ; KENNETH E. JENKINS = 24.5% ; LOUDELLE D. JENKINS = 24.5%. The combined Percentage Interest of all Members shall at all times equal 100%. The Percentage Interests of the Members shall be as set forth in **Exhibit 4.1**, as amended from time to time in writing.

Regulations means the Treasury Regulations promulgated under the Code, as from time to time in effect.

Selling Member shall mean any member selling their interest in the limited liability company.

Territory shall mean the state of Florida.

Transfer shall mean any involuntary or voluntary sale, lease, pledge, assignment, grant of a security interest, subcontract, dividend, merger, consolidation, gift or other disposition, direct or indirect, by operation of law or otherwise.

Working Member: intentionally left blank.

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CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

ARTICLE II NAME, OFFICE AND FORMATION OF THE COMPANY

Section 2.1 Name and Formation. The name of the Company is CARE PERSONNEL SOLUTIONS, L.L.C. The Company was formed or will be formed by the following individuals, who shall also hold official title, said individuals being KENYKA L. JENKINS, KENNETH E. JENKINS and LOUDELLE D. JENKINS, and by the filing of its Articles of Organization with the Secretary of State of the State of Florida. The Members shall execute or cause to be executed all other instruments, certificates, notices and documents as may now or thereafter be required for the formation, valid existence and, when appropriate, termination of the L.L.C. as a limited liability company under the laws of the State of Florida.

Section 2.2 Registered Office and Agent. The registered office and agent of the CARE PERSONNEL SOLUTIONS, L.L.C is Randol Tracy Masters Esq. as set forth in the Articles of Organization.

Section 2.3 Principal Place of Business. The Company's principal place of business, and the place where its books and records shall be kept, shall be 3379 Westford Circle SW, Vero Beach, Florida 32968, or such other place as from time to time determined by the Members. The records will be available for inspection and copying by the Members at such office to the extent required under the Act during regular business hours.

Section 2.4 Purpose. The business of the Company shall be to conduct any lawful business whatsoever that may be conducted by limited liability companies pursuant to the Act. The Company shall have the power to, among other things, borrow money and issue evidences of indebtedness (such as issuances of limited or full guarantees in favor of third parties for the repayment of any indebtedness of any Member) and to secure any of the same by a mortgage, pledge or other lien on the assets of the Company.

Section 2.5 Term. The term of the Company shall be perpetual unless sooner dissolved as provided in Section 12. 1.

ARTICLE III CAPITALIZATION

Section 3.1 Capital Contributions. The initial capital contributions of each of the Members shall be as follows:

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Section 3.2 Additional Capital Contributions. New Members shall make capital contributions as described in Section 4.3. Members shall not be required to make additional capital contributions unless required by the Management Board to cover operating deficits. Additional capital contributions by existing Members shall be added to the Member's capital account and shall not have any priority as to distributions. All loans must be reflected with a promissory note to the Company.

Section 3.3 Capital Accounts.

(a) The Company shall establish and maintain a capital account for each Member (a "Capital Account"). The initial amount of each Member's Capital Account shall be the amount contributed by the Member pursuant to Section 3.1 or Section 3.2, as applicable.

(b) The Capital Accounts shall be maintained for each Member in accordance with the Code and the Regulations, including without limitation,

(i) the adjustments permitted or required by Code Section 704(b) and, to the extent applicable, the principles expressed in Code Section 704(c); and

(ii) the adjustments required to maintain capital accounts in accordance with the "substantial economic effect test" set forth in the Regulations under Code Section 704(b).

(c) The Members' Capital Account balances shall be adjusted in accordance with Regulation §1.704-1 (b)(2)(iv)(g), or any corresponding future Regulation, with respect to Company property having a book value that differs from the adjusted tax basis of such property.

(d) No Member shall be obligated to restore any deficit in its Capital Account upon dissolution or liquidation unless obligated to do so under any other provision.

(e) Upon transfer of any Capital Account, the Capital Account of the transferee shall be adjusted to reflect the amount of the transferor's Capital Account (or the applicable percentage interest thereof in the case of a partial transfer) and the transferor's Capital Account shall be adjusted accordingly.

(f) Distributions under this Article are insufficient to return to any Member the full amount of such Member's capital contributions to the Company, such Member shall have no recourse against any other Member for the return of such capital contributions.

Section 3.4 Return of Capital and Waiver of Partition. No Member has the right to demand or receive from the Company any return of capital contributions made pursuant to this Article, except with respect to distributions during the term of this Article or upon dissolution of the Company. No Member has the right to demand and receive any

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distribution from the Company in any form other than cash.

Section 3.5 Leases, Third Party Loans and other Financial Obligations of the Company. If necessary for working capital purposes, the Company may borrow from third-party lenders such amounts as the Members determine are necessary, on such terms and conditions as the Members consider reasonable.

ARTICLE IV RIGHTS, DUTIES AND RESTRICTIONS OF THE MEMBERS

Section 4.1 General. The management of the Company shall be vested in its Members.

Section 4.2 Classes of Members. There shall be one class of Members.

Section 4.3 New Members. New Members shall be admitted only upon: (i) the consent of the holders of a Majority of the Percentage Interest unless such new Member obtained his, her or its, as applicable, Company Interest (as defined in Section 10.1 herein below) pursuant to the terms of Section 10; (ii) a capital contribution by the new Member to the Company in an amount to be determined by mutual agreement of the holders of a Majority of the Percentage Interest and the new Member; and (iii) and the execution of, and the acceptance by the Company of, a joinder to this Article substantially in the form of Exhibit 4.2 attached hereto and incorporated by this reference herein. Any purported new Member admitted in violation of this Article shall not be recognized as a Member and shall not be entitled to any rights or powers accorded to a Member under law or this Article.

Section 4.4 Annual Meeting of Members. The annual meeting of the Members shall be held in January of each year or at such other time within six (6) months after the close of the fiscal year of the Company as may be determined by the Management Board. The annual meeting shall be held for such purposes as may be prescribed by law, the Certificate of Formation or this Article, or as may be prescribed by the Management Board. If such annual meeting is not held on the day herein provided thereof, a special meeting may be held in lieu thereof, and business transacted or elections held at such meeting shall have the same effect as if transacted or held at the annual meeting.

Section 4.5 Meetings. Meetings of the Members may be called at any time at the request of the Chief Executive Officer or by a majority of the members of the Management Board and shall be called by the Secretary (or in the case of the death, absence, incapacity or refusal of the Secretary, by any other officer) upon the written request of a Majority of the Percentage Interest.

Section 4.6 Place of Meetings. Meetings of the Members shall be held anywhere in the United States, at such place or places as may be fixed by the Management Board and

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NEW MEXICO
SANTA FE

stated in the notice of the meeting.

Section 4.7 Notice of Meeting. Notice of each meeting of the Members, stating the day, hour and place thereof, shall be given to each Member by the President, Secretary or the officers or persons calling the meeting at least seven days before the meeting, by leaving written notice with each Member at his/her residence or usual place of business, or by mailing written notice, postage prepaid, and addressed to such Member at the Member's usual or last known business or residence address. Notice need only contain a summary of the purpose of the meeting, except that the notice of any meeting at which an amendment of this Article or the Certificate of Formation is to be considered shall state the intended purpose and effect of the proposed amendment and shall state the proposed wording of the article.

Section 4.8 Quorum. Except as otherwise required by this Article or the Act, at any meeting of the Members, a quorum for the transaction of business shall consist of the presence in person or by proxy of the holders of at least a majority of the total Percentage Interests, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. No Member shall fail to attend a meeting of the Members for purposes of defeating a quorum or avoiding corporate action.

Section 4.9 Action at a Meeting. When a quorum is present at any meeting, the holders of a Majority of the Percentage Interest present at such meeting and entitled to vote on such matter may decide any question properly brought before such meeting, except as otherwise required by this Article or the Act. The Members may only act on those matters that expressly require Member approval under the Act or this Article.

Section 4.10 Action: Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if the holders of a majority of the total Percentage Interests entitled to vote on such matter consent to the action in writing, and such written consents are filed with the records of the meeting of the Members. Such consent shall be treated for all purposes as a vote at a meeting.

Section 4.11 Waiver of Notice. Whenever any written notice is required to be given by this Agreement, a waiver of notice signed either before or after the action for which notice is required shall have the effect of written notice. Attendance by a Member at any meeting shall also constitute a Waiver of notice unless an objection to the lack of notice is made by such Member at the meeting.

Section 4.12 Voting/Proxy Voting. In any case in which a Member is entitled to vote and such Member is not an individual, only the original Member shall exercise such vote on behalf of such Member, not a governing body. Any Member who is an individual, may not authorize another person to act for him by proxy executed in writing by him unless it is another Member of the Company and/or its Management Board. All proxies shall be filed with the Secretary before voting, shall be revocable and shall be effective for no more than six months. No proxy purporting to be executed by the chief executive officer or main

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principal of a Member or by a Member shall be deemed invalid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

Section 4.13 Limited Liability. No Member shall, nor shall any officer, director, employee or agent of any Member be, liable for any debts, liabilities or obligations of the Company; provided that each Member shall be responsible for the:

(a) making of any contribution to the capital of the Company required to be made by such Member pursuant to the terms of this Article; and

(b) amount of any distribution made to such Member that must be returned to the Company pursuant to the Act.

© No member shall pledge his/her Membership interest as collateral for liens, encumbrances or loans.

ARTICLE V MANAGEMENT BOARD

Section 5.1 Responsibilities. The business, property, and affairs of the Company shall be managed by or under the direction of a Management Board, which shall have all powers necessary or desirable to achieve the purposes of the Company described in Section 2.4.

Section 5.2 Number, Election and Qualification. The Management Board shall be composed, at the discretion of the Management Board, of not less than one nor more than four individuals or members each of whom shall be elected by the consent of the holders of a Majority of the Percentage Interest. The Management Board can only consist of Members of the Company. The members of the Management Board are hereinafter referred to as "Managers". The initial Managers that will comprise the Management Board shall consist of the original members. The number of Managers may be expanded or reduced from time to time by the Management Board, but only with the consent of the holders of a Majority of the Percentage Interest, and any new Manager position so established shall be filled by vote of the Management Board until the next annual meeting of the Company; provided, however, that no reduction in the number of Managers shall remove a Manager before the expiration of that Manager's term unless the Manager is removed pursuant to Section 5.13 of this Article.

Section 5.3 Term. The initial Managers as set forth in Section 5.2 hereinabove shall be elected for a two year term, and thereafter Managers shall be elected for one year terms. Each elected Manager shall hold office for the specified term and until his/her successor is elected and qualified, or until he/she sooner dies, resigns, is removed or

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CLERK OF THE COURT

becomes disqualified.

Section 5.4 Annual and Regular Meetings. An annual meeting of the Management Board shall be held, without notice other than this Article, immediately after and at the same place as, the annual meeting of the Members. The Management Board may provide, by resolution, the time and place, either within or outside the State of Florida, for the holding of regular meetings in which case no other notice need be given.

Section 5.5 Special Meetings. Special meetings of the Management Board may be called by or at the request of the Chief Executive Officer or by any one Manager. The person or persons authorized to call special meetings of the Management Board may fix any place, either within or outside the State of Florida, as the place for holding any special meeting of the Management Board.

Section 5.6 Notice; Waiver of Notice. Written notice of any special meeting of Managers shall be given at least five business days before the meeting as follows: (i) by leaving such notice at the residence or usual place of business of such Manager; (ii) by mailing such notice, postage prepaid, and addressed to such Manager at his/her address as it appears in the records of the Company; (iii) by facsimile or electronic mail transmission of such notice to such person's usual place of business; or (iv) by hand delivery or telegram to such person at his/her usual place of business or, in the event such notice is given on a Saturday, Sunday or holiday, to such person at his/her residence. If mailed, such notice shall be deemed to be delivered two business days following the date deposited in the United States mail properly addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice is given by facsimile or electronic mail transmission, such notice shall be deemed given upon confirmation of receipt.

Notice of a meeting need not be given to any Manager if a written waiver of notice executed by him before or after the meeting is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at the commencement thereof the lack of notice to him. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Management Board need be specified in the notice or waiver of notice of such meeting.

Section 5.7 Quorum. A majority of the Managers present in person shall constitute a quorum for the transaction of business at any meeting of the Management Board. If less than a quorum of Managers is present at a Management Board meeting, a majority of the Managers present may adjourn the meeting from time to time without further notice. No Manager shall fail to attend a meeting of the Management Board for purposes of defeating a quorum or avoiding corporate action.

Section 5.8 Voting and Proxy Voting. Except as otherwise required by the Act, the Articles of Organization or this Agreement, the affirmative vote of a majority of the Managers present at a Management Board meeting at which a quorum is present shall be

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JANUARY 1, 2019

necessary and sufficient to take any action at a meeting of the Management Board. A Manager entitled to vote at a meeting or to express consent or dissent to any action in writing without a meeting may authorize another party to act for him by proxy executed in writing by him. All proxies shall be filed with the Secretary before voting, shall be revocable and shall be effective for no more than six months. No proxy purporting to be executed by or on behalf of a Manager shall be deemed invalid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger. In case of any tie votes, Louis E. Fister, Jr. will serve as the majority vote.

Section 5.9 Meetings by Telecommunications. Unless the Act otherwise provides, members of the Management Board or any committee designated thereby may participate in a meeting of the Management Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 5.10 Compensation. The holders of a Majority of the Percentage Interest may by resolution fix the compensation of the Managers including the reimbursement of expenses, if any, of attendance at each meeting of the Management Board and payment of a fixed sum for attendance at meetings or a stated salary. These payments shall not preclude any Manager from serving the Company in any other capacity and receiving compensation therefor. Unless and until otherwise changed by resolution as described in this Section 5.10, the Management Board shall receive \$0.00 for each meeting of the Management Board.

Section 5.11 Presumption of Assent. A Manager of the Company who is present at a meeting of the Management Board at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his/her dissent is entered in the minutes of the meeting or unless he/she files his/her written dissent to such action with the person acting as the secretary of the meeting before the adjournment of the meeting or forwards such dissent by registered mail to the Secretary of the Company immediately after the adjournment of the meeting. Such right to dissent does not apply to a Manager who voted in favor of such action.

Section 5.12 Informal Action by Managers. Any action required or permitted to be taken at any meeting of the Management Board or any committee, if any, may be taken without a meeting, if at least the number of Managers required to approve such action at a meeting consent to the action in writing and the written consents are filed with the records of the meeting.

Section 5.13 Removal of Managers. An elected Manager may be removed from office with cause by vote of a majority of the Managers (with such majority attained without consideration of the vote of the Manager whose removal is at issue) or with or without cause by the holders of a Majority of the Percentage Interest at any meeting of the Management Board or Members, as applicable, called at least in part for that purpose, or

by written consent in lieu thereof. Failure to attend annually at least seventy-five percent of all meetings of the Management Board (unless excused) shall be a cause (but not the only cause) for removal of a Manager. The Manager to be removed shall have no right to participate in the deliberations of the Management Board or Members, as applicable, with respect to the removal vote.

Section 5.14 Resignation. Any Manager of the Company may resign from office by delivering or causing to be delivered to any officer of the Company, or to the Management Board, a written resignation, which shall take effect upon being so delivered or at such other time as may be therein specified.

Section 5.15 Vacancies. Any vacancy in an elected Manager position shall be filled by the holders of a majority of the Percentage Interests and the Manager so elected shall serve for the unexpired portion of his/her predecessor's term of office. The Management Board shall have and may exercise all of its powers notwithstanding the existence of one or more vacancies in its number.

Section 5.16 Consent of Members. Notwithstanding anything in this Section to the contrary, the Management Board may not undertake any action on behalf of the Company except with the consent of the holders of a Majority of the Percentage Interest, which consent may be withheld at the sole discretion of such holder, which:

(a) creates any Membership Interest or other equity-like interest in the Company having rights, preferences or privileges senior to or pari passu with the Members with respect to distributions of any kind or approval rights;

(b) could reasonably be expected to result in liquidation of the Company;

(c) changes the authorized number of Managers of the Company; or

(d) results in the sale transfer, assignment, conveyance or other disposition of the assets of the Company, other than in the ordinary course of business.

ARTICLE VI OFFICERS

Section 6.1 Number. The principal officers of the Company shall be a President, a Treasurer, a Secretary and such other principal officers as the Management Board may appoint. The Management Board shall elect the principal officers. Except as otherwise provided herein, officers need not be Managers or Members of the Company. The Management Board may from time to time appoint such officers, in addition to principal officers, as it deems necessary, and such officers shall have such authority and shall perform such duties as from time to time may be prescribed by the Management Board. Any person may simultaneously hold more than one office of the Company.

Section 6.2 Term of Office. The President, Treasurer and Secretary shall each hold office until his/her successor is chosen and qualified or in each case until he/she sooner dies, resigns, or is removed or becomes disqualified, and each other officer shall hold office in accordance with the terms of his/her appointment or election.

Section 6.3 Removal. Any officer of the Company may be removed with or without cause by a vote of the Managers or by vote of the holders of at least 100% of the Percentage Interests, at any meeting of the Management Board or Members, as applicable, called at least in part for that purpose. The officer to be removed shall have no right to participate in the deliberations of the Management Board or Members, as applicable, with respect to the removal vote, except in his/her capacity as a Manager or Member, as applicable. At the request of any Manager or Member, voting by the Management Board or Members with respect to removal of an officer shall be by closed ballot.

Section 6.4 Vacancies. A vacancy in any office because of death, resignation, removal or disqualification, may be filled for the unexpired portion of the term by vote of the Management Board. New offices established by the Management Board may be filled at any meeting of the Management Board.

Section 6.5 Bonds. If the Management Board by resolution shall so require, any officer or agent of the Company shall give bond to the Company in such amount and with such surety as the Management Board may deem sufficient, conditioned upon the faithful performance of their respective duties and offices.

Section 6.6 President. The Management Board may appoint a President to supervise and direct the day-to-day administration of the Company. The President shall be responsible for managing all affairs of the Company and shall preside over all meetings of the Members and, except as otherwise determined in each instance by a majority of the Managers, of the Management Board. He/she shall provide leadership, establish strategic direction and shall perform other responsibilities as are customarily associated with such capacity. The President shall have the responsibility for hiring and firing all managerial personnel that report directly to the President. The President shall report to and be subject to the direction of the Management Board on all matters.

Section 6.7 Vice Presidents. The Management Board may appoint one or more Vice Presidents. In the absence of the President or in the event of his/her inability or refusal to act, the senior-most Vice President, if any, shall perform the duties of the President. Any Vice President shall also perform those other duties which from time to time may be assigned to him by the Management Board or by the President.

Section 6.8 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Company; receive and give receipts for moneys due and payable to the Company from any source whatsoever and deposit all such moneys in the name of the Company in such banks, trust companies or other

depositories as shall be selected by the Management Board; (b) sign checks or drafts on the accounts of the Company up to amounts authorized from time to time by the Management Board; (c) sign, with the President or any other Manager of the Company, checks or drafts on the accounts of the Company in amounts authorized from time to time by the Management Board; (d) prepare or cause to be prepared unaudited financial statements; and (e) in general, perform all duties incident to the office of Treasurer and all other duties as from time to time may be assigned to him by the Management Board or the President. If required by the Management Board, the Treasurer shall give a bond for the faithful discharge of his/her duties in the sum and with such surety or sureties as the Management Board shall determine.

Section 6.9 Secretary. The Secretary shall: (a) keep the minutes of the Members' and of the Management Board's meetings in one or more books provided for that purpose and make such minutes available to all Managers during operating hours of the Company and with reasonable notice; (b) see that all notices are duly given in accordance with the provisions of this Article or as required by law; (c) be custodian of the corporate records and, if the Company has a corporate seal, of the seal of the Company and see that the seal of the Company is affixed to all documents, the execution of which on behalf of the Company under its seal is duly authorized in accordance with the provisions of this Article; (d) keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; (e) have general charge of the Member Interest transfer books of the Company; and (f) in general, perform all duties incident to the office of Secretary and all other duties as from time to time may be assigned to him by the Management Board or the President.

Section 6.10 Assistant Treasurers and Assistant Secretaries. The President may appoint one or more Assistant Treasurers and Assistant Secretaries, who shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Management Board or the President. The Assistant Treasurers shall, if required by the Management Board, give bonds for the faithful discharge of their duties in sums and with sureties as the Management Board shall determine.

Section 6.11 Compensation. The compensation of the officers, if any, shall be fixed from time to time by the Management Board, and no officer shall be prevented from receiving such compensation by reason of the fact that he/she is also a Manager or Member of the Company.

ARTICLE VII COMMITTEES

Section 7.1 Committees of Managers. The Management Board may, to the extent permitted by law, establish standing and special committees. Such standing and special committees shall serve only in an advisory capacity to the Management Board and shall have no legal authority to act for the Company, but shall report their findings and recommendations to the Company. Except as otherwise provided in this Article, the

Management Board may determine the manner of conducting committee business, whether at a meeting or otherwise, and the number of committee members required to take specified types of action.

Section 7.2 Standing Committees. The Management Board may establish such standing committees and special committees as the Management Board may from time to time deem appropriate.

Section 7.3 Committee Appointments. Members and the chairman of each committee shall be appointed by the Management Board. The chairman of a committee shall be a member of such committee. Committees shall meet as frequently as may be necessary or appropriate to fulfill their assigned duties. Committee chairmen shall preside at, and shall fix the place, time and date of, committee meetings. Special committee meetings may be called by or at the request of the chairman of the committee, the President, or a majority of the Managers, upon proper notice of the same to the members of such committee. Any appointed member of a committee may be removed therefrom with or without cause by vote of the Management Board.

Section 7.4 General Provisions. The minutes and records of the meetings of each committee shall be kept by a secretary appointed there for by the chairman of such committee, and complete copies of such minutes and records shall be filed promptly with the Secretary. The secretary of each committee shall in the case of a special meeting of the committee give notice of the meeting to the members of the committee at least forty-eight hours in advance in person or by telephone, facsimile, overnight mail or electronic mail transmission or telegram, or at least five days in advance by mail. A committee may at its first meeting schedule regular meetings to be held during the ensuing year. A list of regularly scheduled meetings of any committee shall be sent to all committee members not present at the meeting at which such regular meetings were scheduled, and no further notice of those meetings shall be required. At a committee meeting, a quorum shall be a majority of the total number of members of the committee. When a quorum is present at any meeting, the vote of a majority of the committee members present and voting may decide any question brought before the meeting, unless a greater percentage vote is required by this Article or the rules of the committee. A committee may adopt rules and regulations concerning the conduct of its affairs as it may from time to time determine to be desirable and which are not inconsistent with this Article. Each member of a committee shall have one vote with respect to matters before the committee, except where otherwise stated in this Article.

ARTICLE VIII DISTRIBUTIONS AND ALLOCATIONS

Section 8.1 Allocation of Net Profits and Net Losses. Except as provided in Section 8.2, all Company Net Profits and Net Losses shall be allocated to the Members in proportion to their Percentage Interests.

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DISTRICT COURT
JULIA M. HARRIS, CLERK

Section 8.2 Regulatory Allocations.

"(a) Items of taxable income, gain, loss and deduction with respect to property of the Company which has a Carrying Value different from its adjusted basis for federal income tax purposes will be shared among the Members so as to take account of such difference in accordance with the principles of Section 704(c) of the Code.

(b) Notwithstanding any provision to the contrary, if in any year a Member receives (or is reasonably expected to receive) a distribution, or an allocation or adjustment to such Member's Capital Account, that creates or increases (or is reasonably expected to create or increase) a deficit balance in such Member's Capital Account, there shall be allocated to the Member such items of Company income or gain as are necessary to satisfy the requirements of a "qualified income offset" within the meaning of Regulation §1.704-1 (b).

(c) If there is a net decrease in partnership minimum gain (as defined in Regulation §1.704-2(d) in any fiscal year of the Company, the Members shall be allocated items of income and gain for such year (and, if necessary, for succeeding years) in accordance with the minimum gain charge-back requirements of Regulation §1.704-2(f).

(d) All Member non-recourse deductions for each fiscal year of the Company shall be allocated to the Members who bear the economic risk of loss with respect to the Member non-recourse debt giving rise to such deductions, in accordance with Regulation §1.704-2(i)(1). If there is a net decrease in partner non-recourse debt minimum gain (as defined in Regulation §1.704-2(i)(3)) in any fiscal year of the Company, the Members shall be allocated items of income and gain for such year (and, if necessary, for succeeding years) in accordance with the partner non-recourse debt minimum gain charge-back requirements of Regulation §1.704-2(i)(4).

Section 8.3. Distributions.

(a) For purposes of this Article, the term "Distributable Cash" shall mean, all cash receipts of the Company from all sources during the period (other than capital contributions by the Members), plus the amount of all reductions during the period in reserves established by the Company in prior periods, less the sum of:

- (i) payments of principal and interest on any indebtedness of the Company;
- (ii) all cash expended for expenses of the Company's business during the period;
- (iii) capital expenditures; and
- (iv) reasonable reserves otherwise required in the discretion of the

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Company for the Company's business.

Distributable Cash shall be distributed pursuant to Section 8.5.

(b) To the extent the Company retains cash receipts, as described in Section 8.3(a)(iv) above, for reserves or other business purposes, such cash shall be referred to as "Accumulated Cash." Accumulated Cash which is distributed to the Members shall be distributed pursuant to Section 8.5 herein below.

Section 8.4 Asset Policy. The Company's assets will be prudently controlled within the Company's business plan and budget and the budget variances set forth therein. Cash and other assets not needed to support the operation of the Company's business, as described in the most current business plan and budget, will be liquidated and distributed to the Members pursuant to the Section 8.5 herein below.

Section 8.5 Distributions Among Members. Distributions, including distributions of Distributable Cash and Accumulated Cash (but other than those in dissolution made pursuant to Section 12.2), shall be made at times determined by the Management Board in amounts determined by the Management Board as long as such amounts are distributed to the Members in proportion to their Percentage Interests.

ARTICLE IX ADMINISTRATIVE MATTERS

Section 9.1 Books of Account. At all times the Company shall maintain or cause to be maintained true and proper books, records, reports and accounts in accordance with generally accepted accounting principles consistently applied on an accrual basis, in which shall be entered fully and accurately all transactions of the Company. The Company shall keep vouchers, statements, receipted bills and invoices and all other records in connection with the Company's business.

Section 9.2 Reports. The officers of the Company shall provide the Company's Management Board, and Members with quarterly reports to keep them advised of the Company's current and projected operations and financial condition.

Section 9.3 Tax Matters Partner. The Tax Matters Partner of the Company within the meaning of Code Section 6231 (a)(7) shall be KENYKA L. JENKINS.; provided, however, that if such person would not be treated as a party to the proceeding within the meaning of Code Section 6226(c) and (d) for any taxable year involved in a partnership proceeding, then the Tax Matters Partner for such year shall be a Manager who is designated by the Management Board at the time the Notice of Final Partnership Administrative Adjustment is received who would be treated as a party to the proceeding for such year.

Section 9.4 Tax Matters Handled By the Company. The Company shall have full authority to negotiate with, to conclude agreements with or to refuse to agree with Federal,

state, local and foreign taxing authorities as to the taxable income of the Company for any taxable period and any determination of such taxable income shall be binding upon the Members each of whom individually shall be liable to pay any additional tax and interest or entitled to receive any refund and interest resulting from such determination. The Company shall not be responsible for any loss or damage to any Member, as a result of any such determination or failure to arrive at a determination. The Company may also make such elections, including, without limitation, an election under Section 754 of the Code, as the Members may determine.

Section 9.5 Fiscal Year. The fiscal year of the Company shall end on December 31 of each year.

ARTICLE X TRANSFER OF INTERESTS/NON-COMPETITION/CONFIDENTIALITY

Section 10.1 Restrictions on Transfer. Notwithstanding anything to the contrary in this Article, no Member shall Transfer any part or all of his, her or its, as applicable, rights and interest (including, but not limited to, his, her or its, as applicable, Capital Account) in the Company ("Company Interest") now owned or hereafter acquired, whether voluntarily, by operation of law, or otherwise, without the prior written consent of Members holding at least 100% of the Percentage Interest of the Company unless such transfer is made in accordance with the provisions of this Article X.

Section 10.2 Option and Right of First Refusal Upon Occurrence of a Triggering Event. If any Member is required to sell their interest, the remaining original Members will have the first right to acquire collectively or individually. The price will be determined by a current qualified real estate appraisal conducted by the selling Member and a qualified real estate appraisal conducted by the purchasing Members. If the price cannot be agreed upon then a third and final appraisal by a qualified real estate appraiser, agreed upon by both parties, will be conducted and an average of all three will be used as the purchase price.

A triggering event will consist of a death of any Member. The remaining Members could allow by a 100% vote to allow the dying Member's direct family to remain as a qualified original member. Upon death of a member, transfer of his/her interest should occur within 120 days from date of death or as legally permissible if longer.

Section 10.3 Right of First Refusal Upon Proposed Sale of Company Interest.

If any Member wishes to sell their interest, the remaining original Members will have the first right to acquire collectively or individually. The price will be determined by a current qualified real estate appraisal conducted by the selling Member and a qualified real estate appraisal conducted by the purchasing Members. If the price cannot be agreed upon then a third and final appraisal by a qualified real estate appraiser, agreed upon by both parties, will be conducted and an average of all three will be used as the purchase price.

Section 10.4 Transfers to Existing Members. If any Member wishes to sell their interest, the remaining original Members will have the first right to acquire collectively or individually. The price will be determined by a current qualified real estate appraisal conducted by the selling Member and a qualified real estate appraisal conducted by the purchasing Members. If the price cannot be agreed upon then a third and final appraisal by

average of all three will be used as the purchase price

Section 10.5 Estate Planning Transfers. Membership units must remain in the original Members name and cannot be transferred.

Section 10.6 Improper Transfers. The Company shall not recognize on its books any voluntary or involuntary Transfer in violation of this Article, and any such purported transferee shall not be recognized as a Member and shall not be entitled to any rights or powers accorded to a Member under law or this Article.

Section 10.7 Non-competition. No member of the Limited Liability Corporation shall directly or indirectly compete with said L.L.C., nor shall a former member of said L.L.C. directly, or indirectly through intermediaries, compete with said L.L.C. for a period of two (2) years dating back to separation from said L.L.C.

Section 10.8 Non-solicitation. No member of the Limited Liability Corporation shall directly or indirectly compete with said L.L.C., nor shall a former member of said L.L.C. directly, or indirectly through intermediaries, solicit the established or prospective clients or customers of said L.L.C. for a period of two (2) years, calculated and dating back to separation from said L.L.C. Further, all members of said L.L.C. acknowledge that any and all potential or prospective client or customer lists are proprietary information solely owned by said L.L.C.

Section 10.9 Confidentiality. All members of the Limited Liability Corporation acknowledge a continuing responsibility to maintain the confidentiality of the L.L.C. work product, and acknowledge a continuing responsibility to maintain all confidences and proprietary information related to said L.L.C. Alleged breaches of confidentiality by members, or former members of said L.L.C. shall be prosecuted at the expense of the breaching member(s), who shall be deemed 100% financially responsible for any all attorney fees and costs of litigation incurred by said L.L.C.

Section 10.10 Legal Review. After reviewing the terms of this Section 10 and consulting with their separate legal counsel, each Member and their respective principals agree that: (1) the terms and conditions of this Section 10 (including without limitation, the duration and geographic scope of the restrictions) are reasonable in all respects, (2) the covenants and articles contained therein are necessary to protect the Company's established and legitimate business interests, and (3) each Member and respective principal have received adequate consideration under the terms of this Article in exchange for entering into the covenants and agreements referenced in this Section 10.

Section 10.11 Injunctive Relief. Each Member and respective principal recognizes and agrees that a violation of any of the provisions contained in this Section 10

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exact amount of which may be impossible to ascertain, and that, for such reason, among others, the Company shall be entitled to an injunction in order to restrain any further violation of such provisions. Such right to an injunction shall be in addition to, and not in limitation of, any other rights and remedies the Company may have against each Member and respective principal, including, but not limited to, the recovery of damages. The costs of any dispute, including without limitation any litigation, regarding any provision of this Article 10, including attorney's fees, shall be awarded in favor of the party substantially prevailing and against the party not so prevailing. Moreover, notwithstanding the exemption of wages from garnishment as provided in Section 222.11, Florida Statutes (1999), as amended (the "State Garnishment Law"), each Member and its principal agrees that their disposable earnings may be garnished as described in the State Garnishment Law to fulfill any award, judgment, indemnification obligation, liquidated damages obligation or attorney's fees incurred in connection with a violation of any provision of Article 10. The terms and conditions of this Section shall survive the expiration or termination of this Article.

ARTICLE XI INDEMNIFICATION

Section 11. 1 Indemnification.

(a) Each of the Members and their respective principals agrees to indemnify, defend and hold harmless each other and the Company and its principals from and against all loss, damage (including incidental and consequential damages), expense (including court costs, reasonable attorneys' fees at all levels of trial and appeal, interest expenses and amounts paid in compromise or settlement), suits, actions, claims, penalties, liabilities or obligations related to, caused by or arising from or on account of:

(i) any breach of any representation or warranty made by it herein or in any of the other agreements executed in connection herewith;

(ii) any failure by it to fulfill any agreement or covenant made pursuant to this Article or any other agreements executed in connection herewith;

(iii) any debt, obligations, responsibility or liability of it which is not to be shared pursuant to the terms of this Article or any other agreements executed in connection herewith; or

(iv) any good faith error, omission or fault of such Member, its employees, agent or contractors.

(b) Each Member's indemnification obligations under this Section shall survive the termination or expiration of this Article.

(c) The Company shall indemnify, defend and hold harmless the Management Board, the officers, employees and agents of the Company to the fullest extent permissible under Florida law for all good faith actions and inactions.

(d) The right to indemnification and the payment of expenses incurred in

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be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization, provision of this Article, vote of Members or otherwise.

(e) The Company may maintain insurance, at its expense, to protect itself and any Member, the Management Board, officer, employee or agent of the Company against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under Florida law.

(f) Any amendment, repeal or modification of any provision of this Article shall not adversely affect any right or protection of a Member, the Management Board, Management Committee, officer, employee or agent of the Company existing at the time of such amendment, repeal or modification.

ARTICLE XII DISSOLUTION

Section 12.1 Events of Dissolution. The Company shall be dissolved upon the earliest to occur of the following:

- (a) the unanimous written agreement of the Members;
- (b) when the Company is declared bankrupt; or
- (c) the sale of all or substantially all of the assets of the Company.

Section 12.2 Winding Up. Unless otherwise agreed by the Members, at the time of liquidation, any property owned by the Company shall be sold for cash, and each Member shall have the right to bid competitively for any such asset being sold. Any cash received from the sale of the Company's assets shall be used first to pay the Company's debts to creditors other than the Members; provided, however, for this purpose, a Member which is owed money for goods or services provided to the Company shall be deemed an unrelated creditor. Any cash remaining after payments to creditors shall be used to repay other debts to Members. Once all Member debt is repaid, the remaining cash received from the sale of the Company's assets shall be distributed to the Members in proportion to their positive Capital Account balances (after giving effect to adjustments to Capital Accounts through the date of distribution).

ARTICLE XIII MISCELLANEOUS

Section 13.1 Amendment. Subject to any requirement of applicable laws and regulations which require the vote of the Members, this Article may be amended only by a written agreement signed by Members holding a Majority of the Percentage Interest.

Section 13.2 Waiver. Any waiver of any of the terms hereof shall be effective only for the instance for which it is given and shall not constitute a waiver of a subsequent occurrence or of any other provision hereof.

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Section 13.3 Notices to Registered Agent. All notices, requests, demands and other communications made with respect to this Article or any other agreements executed in connection herewith shall be in writing, and personally delivered, sent by registered or certified mail (postage prepaid), by telecopier or by prepaid carrier service, and shall be deemed to be effective on the day that such writing is delivered or, if given by registered or certified mail, ten days after being deposited in the mails, in accordance with the provision of this Section 13.3. All such notices shall be addressed to the registered agent/company as follows:

To Registered Agent COMPANY:

C/o Randol Tracy Masters, Esq.
Masters Law Office
1004 20th place
Vero Beach, FL 32960

or to such other address as may be specified in a notice given to the other party in accordance with this Section 13.3.

Section 13.4 Binding Article. This Article shall be binding upon the executors, administrators, estates, heirs and legal successors of the parties hereto.

Section 13.5 Governing Law. This Article and all questions arising hereunder shall be determined in accordance with the law of Florida. Venue for any action arising hereunder shall be in Broward County, Florida.

Section 13.6 Severability. If one or more provisions in this Article is held or found to be invalid, illegal or unenforceable in any respect, the provision(s) shall be given effect to the extent permitted by law and the invalidity, illegality or unenforceability shall not affect the validity of the remaining provisions of this Article.

Section 13.7 Counterparts. This Article may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

Section 13.8 Entire Article. These Articles of Organization incorporate all terms and conditions of CARE PERSONNEL SOLUTIONS, L.L.C. The parties shall also agree to and execute and operating agreement amongst themselves concerning daily operation of CARE PERONNEL SOLUTIONS, L.L.C. However these Articles of Organization supersedes any prior written or oral agreement between the Members with respect to the subject matter hereof. This Article shall be considered as drafted equally by the Members and any ambiguity shall not be construed against any Member.

Section 13.9 Headings. The headings in this Article are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

Section 13.10 Arbitration. Prior to initiating any litigation by and between LLC members, said members agree to utilize binding arbitration to resolve their issues

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Section 13.11 Legal Representation. All parties to this article understand that Randol Tracy Masters, Esq. Represents the Company and each Member has been advised to obtain independent counsel prior to executing this article.

CARE PERSONNEL SOLUTIONS, LLC

By: 
KENYKA L. JENKINS

Date: 8/20/2012


MEMBERS:


KENYKA L. JENKINS

8/20/2012
Date


KENNETH E. JENKINS

8/20/12
Date


LOUELLE D. JENKINS

8/20/12
Date

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**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Care Personnel Solutions, L.L.C.

If unavailable, the alternate to be used in the state of Florida is:

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

Randol Tracy Masters, Esq.

(Name)

1004 20th Place

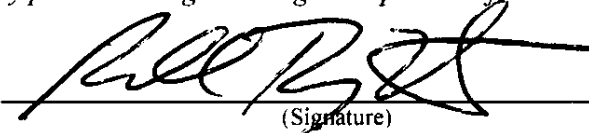
Florida Street Address (P.O. Box **NOT** ACCEPTABLE)

Vero Beach

FL 32960

City/State/Zip

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.



(Signature)

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

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