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TRANSMITTAL LETTER
FLORIDA LIMITED LIABILITY COMPANY

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

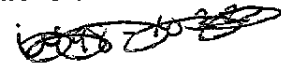
Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

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****337.50 ****337.50

SUBJECT: Airflow Management Systems, L.C.

CM

Enclosed is an original and one (1) copy of the Articles of Organization for Airflow Management Systems, L.C. and a check made payable to the Florida Department of State for:



- | | | |
|-------------------------------------|----------|--|
| <input checked="" type="checkbox"/> | \$337.50 | Filing Fee, Designation of Registered Agent, Certified Copy |
| <input type="checkbox"/> | \$285.00 | Filing Fee, Designation of Registered Agent |
| <input type="checkbox"/> | \$293.75 | Filing Fee, Designation of Registered Agent, Certificate of Status |
| <input type="checkbox"/> | \$345.25 | Filing Fee, Designation of Registered Agent, Certified Copy, Certificate of Status |

FROM: Deborah Rose Tracy, Esq.
Trinkle, Redman, Swanson, Byrd & Coton, P.A.
Post Office Box TT
Plant City, FL 33564-9040
813-752-6133



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

January 15, 1998

DEBORAH ROSE TRACY, ESQ.
TRINKLE, REDMAN, SWANSON, BYRD & COTON,
P.O. BOX TT
PLANT CITY, FL 33564-9040

SUBJECT: AIRFLOW MANAGEMENT SYSTEMS, L.C.
Ref. Number: W98000001022

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We have received your document for AIRFLOW MANAGEMENT SYSTEMS, L.C. and your check(s) totaling \$337.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The affidavit must set forth the amount of the cash and a description and the agreed value of property other than cash contributed by the members, and the amount anticipated to be contributed by the members.

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) 487-6025.

Cathy A Mitchell
Corporate Specialist

Letter Number: 998A00002311

ARTICLES OF ORGANIZATION OF
AIRFLOW MANAGEMENT SYSTEMS, L.C.

We, the undersigned, who intend to form and create a Limited Liability Company, as defined in Section 608 of the Florida Statutes, do hereby state and certify the following:

Name of limited liability company.

The name of the Limited Liability Company shall be Airflow Management Systems, L.C.

Location of company office.

The principal office of the company is Hangar #1, 3240 E. Airfield Drive, Lakeland, FL 33811. The mailing address is Hangar #1, 3240 E. Airfield Drive, Lakeland, FL 33811. The registered agent is Dan E. Spears whose address is 3515 Westfield Drive, Brandon, FL 33511.

Purpose of company.

The purpose for which the company is formed is to engage in any lawful acts or activities for which limited liability companies may be formed under Section 608 of the Florida Statutes or any successor statute.

Duration of company.

The company shall have a perpetual existence.

Units of ownership.

The maximum number of units of equity ownership which the company is authorized to have outstanding is 8,950,000 units.

Composition of management.

The management of the company will be vested in a board of managers, consisting of not more than three persons, who may be, but are not required to be, members of the company, designated in accordance with the terms of the company's operating agreement. The initial manager shall be Dan E. Spears of 3515 Westfield Drive, Brandon, FL 33511.

Indemnification.

(A) The company shall indemnify any person who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is

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or was a member, managing member or employee of the company, or is or was serving at the request of the company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company.

(B) The foregoing indemnification shall not apply in the case of an action, suit or proceeding instituted by one or more members of the company, if the claim, matter or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnification; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties and amounts paid in settlement as determined by the court.

(C) Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the company in advance of the final disposition of such action, suit or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation.

Restrictions on Member's Transferability

(A) A new Member may be admitted into the Company only if: (i) a majority of the percentage interest of all the existing Members approve of such admission; and (ii) said new Member executes such instruments as the other Members determine are necessary or desirable to effect such admission and to confirm the agreement of the person or entity being admitted to be bound by all of the covenants, terms and conditions of this Agreement then in effect. Said new Member shall, at the time of said admission, receive a capital interest and an interest in the net profits and net losses and cash flow of the Company in an amount to be determined by a majority of the percentage interest of all the existing Members.

(B) The Company shall have no obligation to purchase some or all of the Company's interest held by a Member. No Member may partially or completely withdraw from the Company except as otherwise provided for herein.

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(C) Restrictions on transfer and encumbrance; right of first refusal. Except as otherwise specifically permitted pursuant to the further provisions of this Agreement, each of the Members agrees that he or she will not, without the prior written consent of a majority of the percentage of interest of all Members, transfer, assign, sell, give, pledge, hypothecate or otherwise encumber his or her interest in the Company ("Interest"), and any attempt to do any of the foregoing without such prior written consent shall be null and void and of no effect.

(D) In the event of a proposed sale or other disposition for value to an outside party of all or any portion of his or her Interest by any Member (the "Seller"), whether voluntary or involuntary, advance written notice thereof shall be given by certified mail, return receipt requested, to the Company, specifying the name of the prospective purchaser or transferee, the extent of the interest proposed to be sold or otherwise disposed of (the "Offered Interest"), and the price and all other terms and conditions of the proposed transaction. For a period of twenty (20) days after its receipt of such said notice, the Company shall have the first right and option to purchase the entire Offered Interest on the same terms as are set forth in the notice. The Company may purchase the Offered Interest utilizing such assets, lines of credit or other sources of funds as may be obtained for such purpose. Thereafter, the Offered Interest so purchased by the Company shall be retired; and all further allocations and distributions of the Company to the Members shall be in the proportion which the interest of each remaining Member bears to the interests of all remaining Members after retirement of the Offered Interest. In the event the Company shall not elect to purchase the Offered Interest, the Seller shall have the right, for an additional period of thirty (30) days (not exceeding a total of sixty (60) days from the date of the Seller's notice to the Company), to sell or otherwise dispose of the Offered Interest to the proposed purchaser or transferee (the "Purchaser") upon the same terms and conditions and for the same price as were set forth in the Seller's notice to the Company. If such transaction with the Member is not consummated within the maximum sixty (60) day period specified above, the Company's right to purchase the Offered Interest shall once again be reinstated as set forth herein, and the Seller shall not have the right to sell the Offered Interest to a Purchaser until the Seller has once again complied with all provisions of this Article VIII, Section 3. If a sale or other disposition to an outside party is effected in compliance with the provisions of this Article VIII, Section 3, the Members shall be deemed to have approved of the Purchaser's admission into the Company.

(F) Upon the death of a Member, an appraisal of the Company assets and the right of the deceased Member's estate to receive a cash amount equal to the value of the deceased Member's interest in the Company (pursuant to the laws of the State of Florida, as now in effect or as subsequently amended) is hereby waived. Following the death of a Member, the estate of the deceased Member shall be entitled to receive the deceased Member's proportionate share of the cash flow of the Company for that part of the Company's fiscal year that elapsed prior to the deceased Member's death. The Company shall purchase, and the deceased Member's estate shall sell, the deceased Member's Interest for the price determined through Exhibit B, attached hereto and made a part hereof, or as the same may be amended from time to time by a majority of the percentage interest of all of the Members.

Initial Membership of the Limited Company

Dan E. Spears
3515 Westfield Drive
Brandon, FL 33511

Robert C. Strachan
461 Oakcrest Drive
Durango, Colorado 81301

Ernest Day
1613 CR 215
Durango, Colorado 81301

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Continuation upon Event Constituting Termination

Upon the death, retirement or resignation of a Member, a special meeting of the Members of the Company shall be called by any Member for the purposes of voting upon the continuation or termination of the Company. The Company may continue operation provided a majority of the remaining Members present and eligible to vote at such special meeting vote to continue the business of the Company. If such a vote is not made within a reasonable time following the event constituting a technical termination, the business of the Company shall be terminated. Upon the termination of the Company as herein provided, a full and general accounting shall be taken of the Company's business, and the affairs of the Company shall be wound up. Any net profits or net losses earned or incurred since the previous accounting shall be allocated among the Members. The Members shall wind up and liquidate the Company by selling the Company's assets and distributing the net proceeds therefrom, in cash, after the payment of all Company liabilities (including expenses and fees incurred in connection with the sale of assets and liquidation), to the Members in proportion to the positive balances in their capital accounts. In the event of a dissolution of the Company, the business affairs of the Company shall continue to be governed by the terms of the Operating Agreement during the winding up of the Company's business and affairs.

Acknowledgment

IN WITNESS WHEREOF, we have subscribed these Articles of Organization this 9th day
of January, ~~1997~~ 1998.

Dan E. Spears
Dan E. Spears

Robert C. Strachan
Robert C. Strachan

Ernest Day
Ernest Day

Lisa A. Jeggors
Witness

Subrah Pary
Witness

Conseceyon' Ammon
Witness

[Signature]
Witness

[Signature]
Witness

Diane Swann
Witness

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TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, the undersigned authority, by Dan E. Spears, who is personally known to me or has produced a Florida Driver's license # 1998 as identification and who did not take an oath. this 9th day of Jan

Notary Stamp



Deborah Rose Tracy
Notary Signature

STATE OF COLORADO
COUNTY OF LAPLATA

The foregoing instrument was acknowledged before me, the undersigned authority, by Robert C. Strachan, who is personally known to be or has produced his Drivers License as identification and who did not take an oath.

Notary Stamp

Guyon Coon
Notary Signature

My commission expires: 7/30/2001

STATE OF Colorado
COUNTY OF La Plata

The foregoing instrument was acknowledged before me, the undersigned authority, by Ernest Day, who is personally known to be or has produced Drivers License as identification and who did not take an oath.

Notary Stamp

Ernest Day
Notary Signature

My Commission Expires
4/21/2001


**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 IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

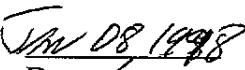
1. The name of the limited liability company is Airflow Management Systems, Inc.
2. The name and address of the registered agent and office is:

**Dan E. Spears
3515 Westfield Drive
Brandon, FL 33511**

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.



Dan E. Spears


Date 1998

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AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of Airflow Management Systems, L.C. deposes and says:

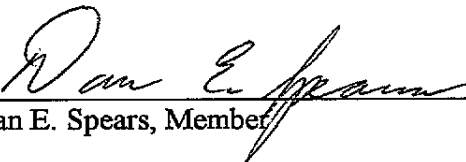
- 1) The above named limited liability company has at least two members.
- 2) The total amount of cash contributed by the member(s) is \$50,000.00
- 3) If any, the agreed value of property other than cash contributed by member(s) is:

<u>Description</u>	<u>Value</u>
Patent #5,653,493	
Patent #5,595,419	
Patent #5,536,062	
Patent #5,522,637	
Patent #5,317,880	
	\$1,000,000.00

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- 4) The amount of cash or property anticipated to be contributed by member(s) is:

<u>Contribution</u>	<u>Value</u>
Ernest Day - Cash	\$25,000.00
Robert Stracken - Cash	\$25,000.00
Dan Spears - Patents	\$1,000,000.00
Total Contributions:	\$1,050,000.00



Dan E. Spears, Member

In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated therein are true.