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GENE R. SOLOMON
Certified Public Accountant

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October 7, 1998

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

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Re: Articles of Organization

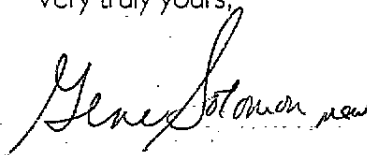
Dear Sir or Madam:

Please find Articles of Organization for the following companies:

1. Werley & Ivy Trucking, L.C.
2. Dennis Werley's Pressure Washing, L.C.

Checks for \$285 are attached to each set of articles for the registration fees.

Very truly yours,



Gene R. Solomon, CPA

Name	10/19/98
Availability	dec
Document Examiner	GRS/msw DCC
Updater	Enclosures DCC
Updater Verifier	DCC
Acknowledgement	DCC
Verifier	DCC

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**ARTICLES OF ORGANIZATION
OF**

DENNIS WERLEY'S PRESSURE WASHING, L.C.

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

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ARTICLE 1. NAME

The name of the limited liability company shall be DENNIS WERLEY'S PRESSURE WASHING, L.C. ("company").

ARTICLE II. ADDRESS

The mailing address and street address of the principal office of the company shall be 3770 Washington Avenue, Fort Myers, Florida 33916.

ARTICLE III. DURATION

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

ARTICLE IV. REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the company in the state of Florida is Dennis A. Werley, 3770 Washington Avenue, Fort Myers, Florida 33916.

ARTICLE V. CAPITAL CONTRIBUTIONS

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

ARTICLE VI. ADDITIONAL CAPITAL CONTRIBUTIONS

Each member shall make additional capital contributions to the company only on the unanimous consent of all the members.

ARTICLE VII. ADMISSION OF NEW MEMBERS

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

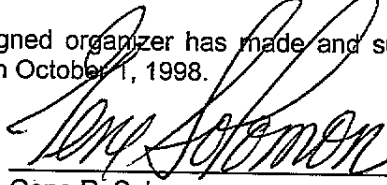
ARTICLE VIII. TERMINATION OF EXISTENCE

The company shall be dissolved on the death, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event that terminated the continued membership of a member in the company, unless the business of the company is continued by the consent of all the remaining members, provided there are at least two remaining members.

ARTICLE IX – MANAGEMENT

The company shall be managed by a manager in accordance with regulations adopted by the members for the management of the business and affairs of the company. These regulations may contain any provisions for the regulation and management of the affairs of the company not inconsistent with law or these articles of organization. The name and address of the initial manager of the company is Dennis Werley, 3770 Washington Avenue, Fort Myers, Florida 33916.

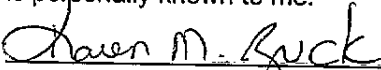
IN WITNESS WHEREOF, the undersigned organizer has made and subscribed these Articles of Organization at Fort Myers, Florida on October 1, 1998.



Gene R. Solomon

STATE OF FLORIDA
COUNTY OF LEE

Sworn to and subscribed before me this 1st day of October, 1998, by GENE R. SOLOMON, who is personally known to me.



Karen Zuck, Notary Public – State of Florida

My Commission Expires:

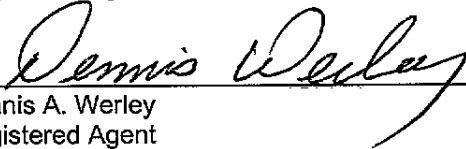
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ACCEPTANCE OF REGISTERED AGENT

The undersigned, being the person named in the articles of organization of **DENNIS WERLEY'S PRESSURE WASHING, L.C.**, as the registered agent of this limited liability company, hereby consents to accept service of process for the above stated company at the place designated in the articles of organization, and accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his or her duties, and is familiar with and accepts the obligations of the position of registered agent.


Dennis A. Werley
Registered Agent

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EXHIBIT "A"

**INITIAL MEMBERS, CAPITAL CONTRIBUTIONS
AND MEMBER PERCENTAGE INTEREST**

<u>Name & Address of Member</u>	<u>Capital Contribution</u>	<u>Initial Member Percentage Interest</u>
Dennis Werley 3770 Washington Avenue Fort Myers, Florida 33916	\$ 80	80%
Darby Crofoot 7579 Captiva Boulevard Fort Myers, Florida 33912	\$ 20	20%

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AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned deposes and says:

1. The agreed value of property other than cash contributed by the members is: \$0.
2. The total amount of cash or property anticipated to be contributed by the members is: \$100 as follows:

(a) Dennis Werley	\$ 80
(b) Darby Crofoot	\$ 20

THE AFFIANT SAYS NOTHING FURTHER.

Dated the 1st day of October, 1998.

By: _____

Dennis A. Werley

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STATE OF FLORIDA
COUNTY OF LEE

The foregoing Affidavit of Membership and Contributions was acknowledged, subscribed and sworn before me this 1st day of October, 1998, by Dennis A. Werley who is personally know to me.

Karen M. Zuck

My Commission Expires:

(Seal)



Operating Agreement for Dennis Werley's Pressure Washing, L.C.

THIS OPERATING AGREEMENT is entered as of the 1st day of October, 1998 (the "Effective Date", by Dennis A. Werley, having a residence address of 3770 Washington Ave., Fort Myers, Florida 33916 and Darby Crofoot, having a residence address of 7579 Captiva Boulevard, Fort Myers, Florida 33912, as members.

RECITALS

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I. ORGANIZATION

Section 1.01 CERTAIN DEFINITIONS. As used herein, the following terms have the following meanings:

- (a) "Act" means the Limited Liability Company Act of the State of Florida (Chapter 688, Florida Statutes), as from time to time amended.
- (b) "Agreement" means this Operating Agreement, as the same may be amended from time to time.
- (c) "Capital Account" is defined in Section 5.03.
- (d) "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- (e) "Company" means the limited liability company formed and governed pursuant to this Agreement.
- (f) "Dissolution Proceeds" means any distribution to the Members arising out of or in connection with the dissolution, winding up and/or liquidation of the Company or its assets.
- (g) "Distribution Percentage" means, for each Member, the percentage set for opposite such member's name, as follows:

<u>Member</u>	<u>Distribution Percentage</u>
Dennis Werley	80%
Darby Crofoot	20%

- (h) A Member's "Interest" in the Company shall mean (i) that Member's share of the profits and losses of the Company and the right to receive distributions of the Company's assets and (ii) that Member's right to participate in the management and operation of the business and affairs of the Company, including but not limited to the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement or the Act.
- (i) "Member" means each of Dennis A. Werley, and Darby Crofoot, and their respective permitted successors and assigns as Members hereunder.
- (j) "Net Cash Receipts" for the applicable period means the gross receipts of the Company during such period plus any reductions in funded reserves arising out the reversal of such reserves, less the following: (1) cash operating expenses paid during such periods; (2) interest and principal paid during such period on indebtedness of the Company; (3) expenditures for capital improvements and other capital items paid during such period:

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and (4) additions to funded reserves made during such period. For purposes of the foregoing, (a) gross receipts of the Company shall not include Dissolution Proceeds, or any amount entering into the calculation thereof, and shall not include capital contributions or loans by the Members; (b) reserves for anticipated or contingent liabilities and working capital shall be established for the Company in such amounts as are reasonably determined by the Members; and (c) no deductions from gross receipts of the Company shall be made for amounts paid out of funded reserves.

- (k) "Person" or "person" shall mean any individual, trust, estate, partnership, association, firm, company, or corporation, or any state or public officer, agency or instrumentality.
- (l) "Transfer" or "transfer" shall mean sell, assign, convey, donate, bequeath, transfer or otherwise dispose of (otherwise than by an Involuntary Transfer) or contract to transfer.
- (m) "Treasury Regulation(s)" means the regulations of the United States Department of the Treasury promulgated under the Code, as the same may be amended or supplemented from time to time.

Section 1.02 FORMATION OF THE COMPANY. The Members agree to form the Company and to associate themselves as Members in the Company as formed under and pursuant to the provisions of the Act, for the purposes and scope set forth in the Articles of Organization that conform to the requirements of the Act in order to constitute the Company as a valid limited liability company under the Act. The costs and expenses associated with its formation shall be borne by the Company.

Section 1.03 NAME. The Company's name shall be "Dennis Werley's Pressure Washing, L.C.", and such name shall be used at all times in connection with the business and affairs of the Company.

Section 1.04 TERM. The existence of the Company, unless sooner terminated as hereinafter provided, shall be perpetual.

Section 1.05 NAMES AND ADDRESSES OF THE MEMBERS. The names and mailing addresses of the Members are as set forth at the beginning of the Agreement

Section 1.06 PRINCIPAL OFFICE. The principal office of the Company shall be at 3770 Washington Avenue, Fort Myers, Florida 33916, or such other location as may be hereinafter determined by the Members.

Section 1.07 STATUTORY AGENT FOR SERVICE. The Company's statutory agent for service shall be Dennis A. Werley, with a business address at 3770 Washington Avenue, Fort Myers, Florida 33916.

ARTICLE II. CAPITAL CONTRIBUTIONS

Section 2.01 INITIAL CAPITAL CONTRIBUTIONS. As of the Effective Date, the Members have heretofore made their respective capital contributions to the Company as reflected on Schedule 2.01 attached hereto and incorporated herein by reference.

Section 2.02 ADDITIONAL CAPITAL CONTRIBUTIONS. Except as otherwise provided in Schedule 2.01, no Member shall be required to make capital contributions in addition to those mentioned in the preceding paragraph.

Section 2.03 DISTRIBUTIONS OF CAPITAL; NO INTEREST ON CAPITAL; LIMITATION ON CONTRIBUTIONS. Except as expressly provided in Article III, (1) no Member shall be entitled to withdraw or to receive contributions of or against his or its capital contributions, without the prior

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consent of, and upon the terms and conditions agreed upon by, the other Members, (2) no Member shall be paid interest on any capital contribution and (3) no Member shall have any priority over other Members as to contributions or as to compensation by way of income.

ARTICLE III. DISTRIBUTIONS

Section 3.01 DISTRIBUTIONS OF NET CASH RECEIPTS. Subject to the provisions of Section 9.02 (governing the application of Dissolution Proceeds), the Company's Net Cash Receipts shall be distributed at such time as the Members shall determine in their absolute discretion to the Members in proportion to their respective Distribution Percentages.

Section 3.02 DISTRIBUTIONS TO BE MADE IN CASH. Unless otherwise unanimously determined by the Members, all distributions to the Members shall be made in cash and no Member shall have the right to receive distributions or property other than cash either during the term of the Company or upon its dissolution.

ARTICLE IV. ALLOCATION OF PROFITS AND LOSSES

Section 4.01 ALLOCATIONS WITH RESPECT TO TAX MATTERS.

- (a) Solely for tax purposes, income, gain, loss and deduction with respect to property contribution to the Company by any Member shall (before allocations are made under Section 4.2) be allocated in accordance with Section 704(c) of the Code, Treasury Regulations issued thereunder, and Treasury Regulation paragraph 1.704-1(b)(2)(iv)(g), so as to take account of any variation between the basis of the property to the Company and its fair market value at the time of contribution.
- (b) For purposes of determining the Members' respective shares of nonrecourse liabilities of the Company under Treasury Regulations paragraph 1.752-3(a)(3), it is hereby specified that each Member's interest in Company profits is his Distribution Percentage.
- (c) If, during any taxable year of the Company, there is a change in any Member's Interest in the Company, then the Members shall cause the allocations of the Company during such taxable year in accordance with Code Section 706(d) and the Treasury Regulations thereunder.

Section 4.02 PROFITS AND LOSSES. Subject to Section 4.01, the Company's income, gain, losses, deductions and credits (and items thereof), for each fiscal year of the Company, shall be allocated among the Members (for both book and tax purposes) in proportion to their respective Distribution Percentages.

ARTICLE V. ACCOUNTING

Section 5.01 ACCOUNTING METHODS. The Company books and records shall be prepared in accordance with the income tax basis of accounting, consistently applied, except that the Members' Capital Accounts shall be maintained as provided in this Agreement. The Company shall be on a cash basis for both tax and accounting purposes. Dennis A. Werley is hereby designed as the "tax matters partner" for the Company (as such term is defined in Section 6231(a)(7) of the Code).

Section 5.02 FISCAL YEAR. The fiscal year of the Company shall be the twelve calendar month period ending on the 31st of December in each calendar year.

Section 5.03 CAPITAL ACCOUNTS. A capital account ("Capital Account") shall be established for each Member and determined, maintained and adjusted in accordance with

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Treasury Regulation paragraph 1.704(b)(2)(iv) and in accordance with the provisions of this Agreement. The Capital Accounts of the Members shall be adjusted upon each distribution of property by the Company to a Member to the extent required by and in the manner described in Treasury Regulation paragraph 1.704(b)(2)(iv)(e).

ARTICLE VI. MEETING AND VOTING

Section 6.01 MEMBERS' POWERS. The business, affairs and property of the Company shall be managed by the Members pursuant to the rules contained in the Act for limited liability companies in which management is not vested in managers. Except as otherwise set forth herein, all of the Members shall actively participate in the management and operation of the Company's business. It is agreed that Dennis A. Werley shall have the initial responsibility for the day-to-day operation of the company.

Section 6.02 REIMBURSEMENT OF MEMBERS' EXPENSES, COMPENSATION; INDEMNIFICATION.

- (a) Each Member shall be reimbursed by the Company for all reasonable out-of-pocket expenses properly incurred by him in connection with the discharge of his obligations under this Agreement or otherwise properly incurred on behalf of the Company.
- (b) Members shall be compensated on such terms and conditions as may be determined by the Members.
- (c) Members shall not be liable, responsible or accountable in damages or otherwise to the Company or to the Members for any action taken or failure to act on behalf of the Company, unless such action or omission was performed or omitted in bad faith or constituted wanton and willful misconduct.
- (d) The Company shall indemnify and hold harmless the Members and their agents from and against any and all liabilities, losses, expenses, damages or injuries suffered or sustained by reason of any acts, omissions or allege acts or omissions in their capacity as Members; hereunder or arising out of their activities on behalf of the Company or in furtherance of the interests the Company, including, but not limited to, any judgement, award, settlement, reasonable attorneys' fees and other costs and expenses (which may be advanced by the Company) incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided, however, the indemnification hereunder is hereby expressly limited in amount to the net fair market value of the Company's assets, and no Member shall be obligated to make any contribution or loan to the Company for purposes of funding the same.

ARTICLE VII. MEETING AND VOTING

Section 7.01 MEETINGS. Meeting of the Members, for any purpose or purposes may be called by any Member. The request for a meeting shall state the purpose or purposes, of the proposed meeting, but the Members shall be free to address other Company matters during such meetings.

Section 7.02 NOTICE OF MEETINGS. Notice of each meeting of Members stating the purpose, place, date and hour of meeting shall give to each Member entitled to a vote at such meeting not less than twenty-four hours nor more than five days before the date of the meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends a meeting for the express and exclusive purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened.

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Section 7.03 ACTIONS AND VOTING BY MEMBERS. At any meeting, the vote of Members holding more than fifty percent (50%) of the Distribution Percentages owned, by all of the Members then entitled to vote shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Act, the Articles of Organization or this Agreement, a different vote is required, in which case, such express provision shall control.

ARTICLE VIII. TRANSFER OF MEMBERS' INTERESTS

Section 8.01 RESTRICTIONS.

- (a) Except as expressly permitted by this Agreement, no Member may transfer his or her interest in the Company or any portion thereof without the prior written consent of the other Member. Notwithstanding the foregoing, Dennis A. Werley may, at any time upon written notice to Darby Crofoot, purchase Darby Crofoot's Membership Interest in the Company, and Darby Crofoot upon receipt of such written notice shall sell such Membership Interest to Dennis Werley, for a purchase price equal to the "net book value" of such Membership Interest as determined by the independent accountant regularly retained by the Company, which determination shall be binding and conclusive upon the parties hereto, provided that upon the consummation of such sale and purchase there remain two (2) or more members of the Company. If less than two members remain, the Company shall be dissolved.
- (b) No person shall be admitted as an additional Member without the prior written consent of all the other Members.
- (c) Transfers in violation of the provisions hereof shall be null and void and of no effect for any purpose.

Section 8.02 EFFECT OF ASSIGNMENT; DOCUMENTS. All interests in the Company transferred, assigned or bequeathed pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. As a condition to any sale, transfer, assignment or admission permitted hereunder, the transferred, assignee or additional Member must execute this Agreement and agree to be bound by all of its terms and provisions as substituted Member or additional Member.

ARTICLE IX. DISSOLUTION OF THE COMPANY

Section 9.01 DISSOLUTION. The Company shall dissolve upon the happening of the first to occur of the events listed in Section 608.441 Florida Statutes, provided, however, that dissolution occurs by virtue of an event of dissociation and, after giving effect to such dissociation there would remain two or more Members, the remaining Members may, by unanimous agreement reached by them no later than ninety days following the event of dissociation, decide to continue the Company's business.

Section 9.02 DEATH OF A MEMBER. Notwithstanding the provisions of Section 9.1, the death of a Member shall not dissolve the Company. The representative of the deceased Member's estate shall have, in addition to the powers listed in Section 608.434 Florida Statutes, the power to assign the deceased Member's Interest in the Company. Any assignment made pursuant to this Section in favor of one or more of the deceased Member's heirs or legatees shall entitle such assignee(s) to become Members of the Company with the consent provided for in Section 8.1(B) hereof; any other assignee shall have only the right to receive, to the extent assigned, the distributions to which the deceased Member would have been entitled, but shall not have the right to participate in the management of the Company or to become a Member thereof. The voluntary or involuntary bankruptcy of a member shall be treated as a death for these purposes. If a Member is a corporation, limited liability company, trust, or another entity and is dissolved or terminated or files for voluntary or involuntary bankruptcy, such event shall be

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treated in the same manner as a death of a Member and the powers of that Member may be exercised by its legal representative or successor.

ARTICLE X. GENERAL

Section 10.01 NOTICES. Any notice, request, approval, consent, demand or other communication required or permitted hereunder shall be given in writing by (1) personal delivery, (2) expedited delivery service with proof of delivery, (3) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (4) prepaid telegram, facsimile or telex (provided that such telegram, facsimile or telex is confirmed by expedited delivery service or by mail in the manner previously described), and shall be delivered to each party at his respective address set forth at the beginning of this Agreement (or in the case of the Company, the principal office address established pursuant to Section 1.6 hereof or to such different address as such addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of the telegram, facsimile or telex, upon receipt.

Section 10.02 AMENDMENTS. This Agreement may be amended by a written agreement or amendment executed by all the Members, but not otherwise. No variations, modifications, amendments or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.


Section 10.03 MISCELLANEOUS. This Agreement supersedes any prior agreement or understandings between the parties with respect to the Company. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of their respective heirs, legal representatives, successors and assigns. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder provision or any other persons of circumstances, shall not be affected thereby. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

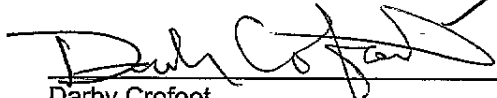
Section 10.04 REMEDIES. If the Company or any party to this Agreement obtains a judgement or award against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, reasonable attorneys' fees as fixed by the court shall be included in such judgement. Any Member shall be entitled to maintain, on his own behalf, or on behalf of the action of the Company, any action or proceedings against any other Member or the Company (including, without action for damages, specific performance or declaratory relief) for or by reasons of breach by such party of this Agreement, or any other Agreement entered into in connection with the Members, notwithstanding the fact that any and all of the parties to such proceeding may then be Members, and without dissolving the Company as a limited liability company. No remedy conferred upon the Company or any member in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No waiver by a Member or the Company or any breach or any kind or nature and no acceptance of payment or performance by a Member or the Company after any such breach shall be deemed to be a waiver of any breach of this Agreement, wither or not such Member or the Company knows of such breach at the time it accepts such payment or performance. If a Member has the right herein to approve or consent to any matter or transaction, such approval or consent may be withheld in the sole discretion of such Member for any reason or no reason. No failure of delay on the part of a Member of the Company to exercise any right it may have shall prevent the exercise thereof by such Member or Company at any time such other may continue to be so in default, and no such failure to delay shall operate as a waiver or any default.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Members:


Dennis A. Werley


Darby Crofoot

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SCHEDULE 2.01. CAPITAL CONTRIBUTIONS

Dennis A. Werley	Eighty dollars (\$80.00)
Darby Crofoot	Twenty dollars (\$20.00)

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