

**L01000015757**

MICHAEL HANNWACKER  
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Winter Springs, Florida 32708  
407.383.1177

March 24, 2002

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

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-05/01/02--01002--018  
\*\*\*\*\*50.00 \*\*\*\*\*25.00

RE: Amended and Restated Articles of Organization of CPR2, LLC; and  
Statement of Change of Registered Office and Registered Agent of CPR2, LLC

Dear Sir/Madam:

Enclosed please find a check in the amount of \$50.00, to cover the filing fee for the above-referenced document, together with the original signed copy of each of the above.

Please file the documents and forward stamped copies of same to the above address.  
Thank you for your assistance with this matter.

Very truly yours,

*Michael Hannwacker*

Michael Hannwacker

Enclosures

FILED  
02 APR 19 PM 4:50  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

FF \$25.00

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION  
OF**

**CPR2, LLC**

a

Florida Limited Liability Company

FILED  
02 APR 19 PM 4:50  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**Article I.**     Name. The name of this limited liability company is:  
CPR2, LLC

**Article II.**     Date of Filing of Articles of Organization. The articles of organization for CPR2, LLC, was September 14, 2001.

**Article III.**    These Amended and Restated Articles of Organization of CPR2, LLC, have been duly executed and are being filed in accordance with Section 608.411, Florida Statutes.

**Article IV.**    Period of Duration. The limited liability company's period of duration shall be perpetual, commencing on the filing date of these Articles of Organization.

**Article V.**     Principle & Mailing Address. The principle and mailing address of the limited liability company shall be 1505 N. Greenleaf Court, Winter Springs, Florida 32708.

**Article VI.**    Additional Members. The Members may admit new Members only by majority vote of the entire membership of the limited liability company.

**Article VII.**   Continuation After Death Retirement, Resignation, Expulsion, Bankruptcy or Dissolution of a Member. The business of the limited liability company shall automatically continue after the occurrence of any event which terminates the continued membership of a Member in the limited liability company, unless within sixty (60) days of such event the remaining members, by majority vote, elect to cease the business of the limited liability company.

**Article VIII.**   Exclusion of Events Causing Membership Termination. A Member's continued membership in the limited liability company shall not be terminated upon the occurrence of any of the events described in Section 608.4237, Florida Statutes, or the following: (1) the making of an assignment for the benefit of creditors by the Member; (2) the filing by the Member of a voluntary petition in bankruptcy; (3) the adjudication of a member as bankrupt or insolvent or the entry against the Member of an order for relief in a bankruptcy or insolvency proceeding; (4) the filing by the Member of a petition or answer for himself for any reorganization, rearrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (5) the filing by the Member of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of the nature described in items 1, 2, 3 and 4 above; or (6) the Member consents to or acquiesces in the

appointment or a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's property.

**Article IX.** Withdrawal of a Member. No Member shall be entitled to withdraw from the Company except in accordance with the Regulations.

**Article X.** Business Purpose and Powers. The purpose of the limited liability company's operations shall be any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with Section 608.403, Florida Statutes, and the limited liability company shall have all the powers granted a limited liability company under the laws of the State of Florida, in accordance with Section 608.404, Florida Statutes. From time to time the Members may provide for a specific business purpose or purposes of the limited liability company and may limit the powers of the limited liability company in its Regulations.

**Article XI.** Management.

Section 11.01 Management of the limited liability company's business and affairs shall be vested in the members.

Section 11.02 The limited liability company shall indemnify against any liability incurred in any proceeding an individual made a party to the proceeding because he is or was a Member if: (a) he acted and conducted himself in good faith; (b) he reasonably believed: (i) in the case of conduct in his official capacity, that his conduct was in the best interest of the limited liability company; or (ii) in all other cases, that his conduct was at least not opposed to the best interests of the limited liability company; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe that his conduct was unlawful. The limited liability company shall advance the reasonable expenses incurred by a Member who is a party to a proceeding if: (i) the Member furnishes the limited liability company with a written affirmation of his good-faith belief that he has met the standard of conduct required for indemnification; (ii) the Member furnishes the limited liability company with a written undertaking, executed personally by him or on his behalf, to repay the advance if it is determined that he did not meet such standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification.

The limited liability company shall indemnify a Member of the limited liability company who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him in connection with the proceeding.

A Member who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

**Article XII.** Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the limited liability company shall be valid and binding upon the limited liability company only if they are executed by the Members; provided, however, the Members may, in accordance with these Articles of Organization and the Regulations of the Company, elect one Member to execute such documents.

**Article XIII. Meetings of the Members.** Annual and special meetings of the Members shall be held at such time as may be stated or fixed in accordance with the Regulations of the limited liability company. Failure to hold the annual meeting shall not work a forfeiture or dissolution of the limited liability company.

**Article XIV. Voting.** Subject to the provisions of these Articles of Organization which require a super-majority, majority or unanimous consent, vote or agreement of the Members, and except as set forth in these Articles of Organization, the Regulations may grant to all or a special group of Members the right to consent, vote or agree on a per capita or other basis upon any matter, the Members shall vote in accordance with their capital account interest in the limited liability company. Unless the Regulations provide otherwise, a Member may vote by proxy or in person.

Unless otherwise provided in these Articles of Organization or the Regulations, a majority of the Members, by capital account, entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members, by capital account, represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by these Articles of Organization or the Regulations. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

**Article XV. Action by Members without a Meeting.** Unless the Regulations provide otherwise, any action required by law, the Regulations, or the Articles of Organization of the limited liability company to be taken at any annual or special meeting of Members of the limited liability company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Members, by capital account, having not less than a minimum interest in the limited liability company that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. If any class of Members is entitled to vote thereon as a class, such written consent shall be required of the Members, by capital account, of each class of Members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

**Article XVI. Changes to the Regulations.** Once adopted by the Members, the Regulations of the limited liability company may only be changed upon a majority vote of the Members in favor thereof.

**Article XVII. Liability of Members.**

Section 17.01 A Member of the limited liability company is liable to the limited liability company for:

- (a) the difference between the amount of the Member's contributions to capital which have been actually made and the amount which is stated in these Articles of

- Organization or other contract to which such Member is a party and which obligates such Member to the contribution; and
- (b) any unpaid contribution to capital which the Member, in the Articles of Organization or other contract as having been made, agreed to make in the future at the time and on the conditions stated in the Articles of Organization or other contract to which such Member is a party and which obligates such Member to the contribution.

Section 17.02 The Members of the limited liability company shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the limited liability company.

**Article XVIII.** Transferability of Member's Interest and Withdrawal. The interests of the Members of the limited liability company may be transferred or assigned as provided in the Regulations; provided, however, the transferee or assignee of such Member shall have no right to participate in the management of the limited liability company or to become a Member unless, without regard to the vote of the Member seeking to make the transfer or assignment, the percentage of Members required by these Articles of Organization to admit a new member approves of the proposed transfer or assignment at a membership meeting. Unless approved in the foregoing manner, a transferee or assignee of a Member's interest shall only be entitled to receive the share of profits or other compensation by way of income and the return of the contributions to which the transferring or assigning Member would otherwise be entitled.

IN WITNESS WHEREOF, the undersigned Member has executed these Amended and Restated Articles of Organization this 14<sup>TH</sup> day of March, 2002.

Michael Hannwacker, Member  
Michael Hannwacker, Member

## **ACTION BY WRITTEN CONSENT OF THE MEMBERS OF CPR2, LLC**

The undersigned, as a majority in interest of the members of CPR2, LLC, a Florida limited liability company (the "Company"), pursuant to section 608.4231(8) of the Florida Statutes, hereby adopt and take the following action by written consent as, for and in lieu of a meeting of the members of the Company at which a vote of the members would have been taken.

The members hereby adopt, approve and ratify:

- (a) the filing of the Amended and Restated Articles of Organization of the Company, attached hereto as Exhibit "A";
- (b) the change of the registered office of the Company to 1505 N. Greenleaf Court, Winter Springs, Florida 32708, and the registered agent of the Company to Michael Hannwacker; and
- (c) the filing of documents necessary to carry out and give effect to the foregoing.

Dated this 14<sup>TH</sup> day of March, 2002.

Michael Hannwacker, Member  
Michael Hannwacker, Member