

SUTHERLAND ASBILL & BRENNAN LLP

Requester's Name

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1 ALABAMA FL 32307 850.894.0015

City/State/Zip

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L020000002979

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. DANIEL CHRYSLER SERVICE CONTRACTS FLORIDA, LLC
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

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NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☒ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

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Examiner's Initials

[Handwritten Signature]

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

DaimlerChrysler North America Holding Corporation is the sole member ("the Member") of DaimlerChrysler Service Contracts Florida, LLC. The Member adopts these Articles of Organization and declares as follows:

ARTICLE I. FORMATION OF THE COMPANY

1.1 Name. The name of the Limited Liability Company is DaimlerChrysler Service Contracts Florida, LLC.

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

1000 Chrysler Drive
Auburn Hills, Michigan 48236-2766

1.3 Initial Registered Agent, Registered Office, and Registered Agent's Signature. The name and the Florida street address of the initial registered agent are:

CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

Having been named as registered agent 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.


PETER F. SOUZA
ASSISTANT SECRETARY

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1.4 Membership Interest. The ownership interest in the Limited Liability Company shall be designated as the "Membership Interest". A Membership Interest is personal property and the owner of a Membership Interest has no interest in specific property of the Limited Liability Company. In the event of a sale, assignment, pledge, or other transfer of a Membership Interest permitted by these articles, references in this agreement to "Member" shall be deemed to refer to the succeeding owner or owners of the Membership Interest.

1.5 Term of the Limited Liability Company. The Limited Liability Company shall have perpetual existence, unless it is terminated or some other action inconsistent with its existence is taken.

1.6 Business Purpose. The Limited Liability Company is organized for the purpose of engaging in any lawful act or activity for which limited liability companies may be organized under section 608, Florida Statutes. Except as otherwise provided by law, the Limited Liability Company has the power to do any and all things necessary or convenient to effect any or all of its business purposes.

1.7 Tax Classification. The Member expressly intends that the Limited Liability Company be taxed as a partnership and not a corporation. This intention extends to all taxing entities for all purposes.

ARTICLE II. MANAGEMENT AND OPERATION

2.1 Management. The Limited Liability Company is to be managed by one manager or more managers and is, therefore, a manager-managed company.

2.2 Board of Directors. The Limited Liability Company shall have a Board of Directors consisting of one or more directors who will be elected by the Member.

2.2(a) Term. A director may serve until the director resigns or is removed by the Member, with or without cause.

2.2(b) Powers and Duties. Except as provided herein, the management, control, or operation of the Limited Liability Company shall be vested exclusively in the Board of Directors. The Board of Directors shall have full power, authority, and discretion to do all things the Board

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deems necessary or desirable to conduct the business of the Limited Liability Company.

2.2(c) Consent of the Member. Notwithstanding the general grant of authority of 2.2(b), the Member's consent is required to approve: (i) dissolution of the Limited Liability Company; (ii) merger or conversion of the Limited Liability Company; (iii) the sale, exchange, lease, or other transfer of all or substantially all of the Limited Liability Company's assets; (iv) admission of a new member; (v) interim distributions; and (vi) amendment of the Articles of Organization.

2.2(d) Quorum. A majority of the number of directors will constitute a quorum for the transaction of business at a meeting of the Board of Directors. The affirmative vote of a majority of the directors present at a meeting at which a quorum is present is necessary to approve a matter or authorize an action. Incapacitated directors shall not be included in determining a quorum.

2.3 Officers. The Board of Directors may, by written resolution, create and appoint officers of the Limited Liability Company as the Board deems necessary or appropriate. The written resolution shall assign or delegate to such officers the appropriate titles, duties, responsibilities, and authorities. An officer may serve until the officer resigns or is removed by the Board or the Member, with or without cause. At all times, the officers' actions will be subject to the review, delegation, direction, and control of the Board of Directors.

2.4 Committees. The Board of Directors may, by written resolution, create committees consisting of one or more directors. The written resolution shall describe the powers and duties delegated to the committee. Except as may be otherwise provided in a written resolution creating a committee, a quorum of the committee shall exist when a majority of the members of a committee is present at a meeting of the committee. Incapacitated committee members shall not be included in determining a quorum. A majority vote of the committee members present at a meeting of the committee at which a quorum is present shall be the act of the committee. A committee shall keep minutes of its meetings. A committee will remain active and consist of the appointed directors until otherwise directed or reconstituted by written resolution of the Directors.

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2.5 Action by the Member, Directors, or Committee. Any action required to or which may be taken by the Member, Board, or a Committee may be taken without a meeting by written consent setting forth the action taken and unanimously signed by the Member, Board, or Committee, as appropriate.

2.6 Indemnity. Each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director, officer, employee or agent of the Limited Liability Company or any of its subsidiaries or members or is or was serving at the request of the Limited Liability Company or any of its subsidiaries or members, as a director, officer, employee, fiduciary or agent of another Limited Liability Company or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, shall be indemnified and held harmless by the Limited Liability Company to the fullest extent authorized by the General Corporation Law of the State of Delaware (the "Corporation Act"), as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of him or her heirs, executors and administrators; provided, however, that, except as provided in these Articles with respect to proceedings seeking to enforce rights to indemnification, the Limited Liability Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Limited Liability Company. The right to indemnification conferred in this Section shall be a contract right. The Limited Liability Company shall pay the expenses (including attorneys' fees) incurred by any person described in the first sentence of this Section in defending any such proceeding in advance of its final disposition; provided, however, that, if the Corporation Act or the Limited Liability Company so requires, the payment of such expenses incurred by such person in advance of the final disposition of a proceeding shall be made only upon delivery to the Limited Liability Company of an undertaking, by or on behalf of such person, to repay all amounts so

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advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section or otherwise.

2.6(a) Recovery of Claims. If a claim under paragraph 2.6 is not paid in full by the Limited Liability Company within sixty days after a written claim has been received by the Limited Liability Company, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty days, the claimant may at any time thereafter bring suit against the Limited Liability Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Limited Liability Company) that the claimant has not met the standards of conduct which make it permissible under the Corporation Act for the Limited Liability Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Limited Liability Company. Neither the failure of the Limited Liability Company (including its disinterested directors (or a committee thereof), independent legal counsel, or its members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Corporation Act, nor an actual determination by the Limited Liability Company (including its disinterested directors (or a committee thereof), independent legal counsel, or its members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

2.6(b) Exclusivity. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of these Articles, agreement, vote of members or disinterested directors or otherwise.

2.6(c) Insurance. The Limited Liability Company may maintain insurance, at its expense, to protect itself and any of its subsidiaries or

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affiliates and any director, officer, employee or agent of the Limited Liability Company and any of its subsidiaries or affiliates or another company, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Limited Liability Company would have the power to indemnify such person against such expense, liability or loss under the Corporation Act.

2.6(d) Contracts and Trust Funds. The Limited Liability Company may enter into contracts with any director, officer, employee or agent of the Limited Liability Company or any of its subsidiaries or affiliates providing indemnification to the full extent authorized or permitted by the Corporation Act and may create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and other similar arrangements) to ensure the payment of such amounts as may become necessary to effect indemnification pursuant to such contracts or otherwise.

2.6(e) Reduction. The Limited Liability Company's indemnity of or advancement of expenses to any person who was or is serving at its request as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise shall be reduced by any amounts such person may collect as indemnification or advancement from such other company, partnership, joint venture, trust or other enterprise.

2.6(f) Repeal or Modification. Any repeal or modification of the foregoing paragraphs of Section 2.6 shall not adversely affect any right or protection of a person with respect to any act or omission occurring prior to the time of such repeal or modification.

ARTICLE III. CAPITAL CONTRIBUTION

3.1 Initial Capital Contribution. The Member shall make an initial capital contribution to the capital of the Limited Liability Company in the amount of fifty thousand dollars (\$ 50,000.00).

3.2 Additional Capital Contributions. Additional contributions to the capital of the Limited Liability Company may be made at such times and in such amounts as the Member may from time to time decide.

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3.3 Advances. Any advance other than the Initial Capital Contribution or Additional Capital Contributions made by the Member to the Limited Liability Company shall not be deemed a capital contribution to, or be reflected on the balance of, any capital account of the Limited Liability Company. The amount of any such advance will be a debt due from the Limited Liability Company to the Member and will be repaid as soon as is practicable.

3.4 Interest. No interest shall be paid by the Limited Liability Company on any capital contribution or, unless otherwise directed by the Member, on any advance from the Member to the Limited Liability Company.

ARTICLE IV. DISTRIBUTIONS

4.1 Distribution. Distributions may be made from time to time as the Member may decide after the Member has established such reserves for the anticipated needs of the Limited Liability Company as the Member deems reasonable. Such distributions may be made only if, after the distribution, the assets of the Limited Liability Company will not be less than all liabilities of the Limited Liability Company, excluding liabilities to the Member.

4.2 Reimbursements. All expenses of the Limited Liability Company shall be billed to and paid by the Limited Liability Company. The Limited Liability Company is authorized to reimburse the Member should the Member provide goods, services, or materials used for or by the Limited Liability Company.

ARTICLE V. TRANSFER OF MEMBERSHIP INTEREST

5.1 Assignment and Transfer of Membership Interest. The Membership Interest cannot be sold, assigned, pledged, or otherwise transferred to any person or entity other than a wholly owned subsidiary of the Member.

5.2 Void Transfers. The Limited Liability Company cannot transfer any Membership Interest. Any purported transfer of a Membership Interest that does not comply with the terms and conditions of these Articles is void.

ARTICLE VI. RESIGNATION, WITHDRAWAL, AND DISSOLUTION

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6.1 Resignation, Withdrawal, and Dissolution. The Member may resign from the Limited Liability Company, effect a partial or complete withdrawal from the Limited Liability Company, or effect a voluntary dissolution or voluntary bankruptcy of the Limited Liability Company, provided any such action complies with the provisions of Chapter 631 and 634, Florida Statutes, as applicable.

6.2 Dissolution; When Effective. These Articles will terminate, and the Limited Liability Company will dissolve, upon the determination of the Member and in accordance with any applicable provisions of Chapter 631 and 634, Florida Statutes. The dissolution or bankruptcy of the Member shall not affect the status of the Limited Liability Company.

6.3 Certificate of Dissolution. Within a reasonable time following the Member's determination to dissolve the Limited Liability Company, the Member will cause to be executed and filed a Certificate of Dissolution.

6.4 Procedures. Except in the event of liquidation conducted pursuant to Chapter 631, Florida Statutes, the following detail the procedures to liquidate the Limited Liability Company in the event of a voluntary dissolution:

6.4(a). Liquidating Agent. As the Member deems proper or necessary, the Member may appoint some other person or entity ("Liquidating Agent") to assist the member in winding up the Limited Liability Company. The Liquidating Agent shall have all of the rights and powers with respect to the assets and liabilities of the Limited Liability Company that the Member or the Board of Directors would have pursuant to these Articles or any applicable law.

6.4(b). Liquidation of Assets. Upon dissolution of the Limited Liability Company, the Member or Liquidating Agent shall wind up the affairs of the Limited Liability Company and liquidate the assets of the Limited Liability Company as soon as is consistent with obtaining fair market value for these assets.

6.4(c). Distribution of Assets. Following payment of, or provision for, all liabilities of the Limited Liability Company and all expenses of liquidation, and subject to the right of the Member or Liquidating Agent to

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establish cash reserves as the Member or Liquidating Agent may deem necessary or proper for any contingent or unforeseen liabilities or obligations of the Limited Liability Company, the proceeds of the liquidation and any other funds or remaining assets of the Limited Liability Company shall be distributed to the Member.

6.5 Termination. Upon the completion of the liquidation of the Limited Liability Company and the distribution of all Limited Liability Company funds and assets, these Articles and the Limited Liability Company shall terminate. The Member or Liquidating Agent shall take or cause to be taken such actions as are necessary and proper to obtain a certificate of dissolution for the Limited Liability Company as well as any other actions required by applicable law to effectuate the dissolution or termination of the Limited Liability Company.

ARTICLE VII. FISCAL AND ADMINISTRATIVE MATTERS.

7.1 Fiscal Year. The fiscal year of the Limited Liability Company shall be the calendar year unless the Member directs otherwise.

7.2 Deposit. All Limited Liability Company funds shall be deposited from time to time to the credit of the Limited Liability Company in such banks, trust companies, or other depositories as the Board of Directors or Officers may select.

7.3 Checks, Drafts, Notes, Other Commercial Paper. All checks, drafts, notes, orders, or other commercial paper that evidence indebtedness issued in the name of the Limited Liability Company shall be signed by the Directors or some other person selected by the Directors.

7.4 Books and Records. The Limited Liability Company will maintain accurate and complete minutes and records of the meetings or consents in lieu of meeting of the Member and the Board of Directors. The Limited Liability Company will maintain accurate and complete books and records of account. All minutes, records, and books of account shall be kept at the principal place of business of the Limited Liability Company or at such other place as the Board will select. The Member shall have the right to examine at any reasonable time the minutes, records, and books of account. The Member may make copies of the minutes, records, and books of account.

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7.5 Policies. The Limited Liability Company shall abide by all policies and procedures issued by DaimlerChrysler Corporation, as amended.

ARTICLE VIII. AMENDMENTS.

8.1 Amendments. The Member may, at any time and without limitation, vary, modify, or amend these Articles. The Member may vary, modify, or amend these Articles only by a written amendment duly adopted by the Member.

ARTICLE IX. EFFECTIVE DATE.

9.1 Effective Date. These Articles of Organization are effective upon filing with the Florida Secretary of State.

DAIMLERCHRYSLER NORTH AMERICA HOLDING CORPORATION,

the Member

By: RC Boreil Assistant Secretary

by and for DaimlerChrysler Service
Contracts Florida, LLC

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

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