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FILED  
SECRETARY OF STATE  
COMMISSIONER OF CORPORATIONS  
07/18/03 AM 10:45  
WJ/17

EFFECTIVE DATE  
6/18/03

CHARLES S. SPINNER, JR.  
Attorney At Law



ADMITTED IN FLORIDA AND NEW YORK

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
03 JUN 18 AM 10:45  
W03-18220

June 10, 2003

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

Re: Carolina Mike's, LLC

Dear Sir or Madam:

Please find enclosed Articles of Organization for Carolina Mike's, LLC, to be filed along with a draft in the amount of one hundred dollars (\$100.00).

Please return a certified copy of the filed Articles of Organization to the address on this letterhead. If you require any additional information, please feel free to contact our office.

Your careful attention to this is greatly appreciated.

Yours truly,

A handwritten signature in black ink, appearing to read "CSS/JR".

Charles Spinner, Jr.

CSS/mm

Enclosure

CC: Carolina Mike's  
1206 Oak Street NE #4  
St. Petersburg, FL 33701

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Spinner Law Firm, P.A.

19651 BRUCE B. DOWNS BOULEVARD • SUITE E-6 • P. O. BOX 48882 • TAMPA, FLORIDA 33647

TELEPHONE: 813-991-5099 • FACSIMILE: 813-991-5115

WWW.SPINNERRAWFIRM.COM • CSPINNER@SPINNERRAWFIRM.COM

CHARLES S. SPINNER, JR.  
Attorney At Law



ADMITTED IN FLORIDA AND NEW YORK

June 28, 2003

Mr(s) Lee Rivers  
Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
03 JULY 18 AM 10:45

Re: Carolina Mike's, LLC  
Ref. Number: W03000018220

Dear Mr(s) Rivers:

Please find enclosed revised Articles of Organization for Carolina Mike's, LLC, to be filed. Pursuant to the instructions in your letter dated June 25, 2003, the Articles have been revised to delete references to "shares", "stock", "stockholders", and the like.

**Please make this filing effective from the original submission date of June 10, 2003 and return a certified copy of the filed Articles to the address on this letterhead. If you require any additional information, please feel free to contact our office.**

Your careful attention to this is greatly appreciated.

Yours truly,

A handwritten signature in black ink, appearing to read "CSS/J".

Charles Spinner, Jr.

CSS/mm  
Enclosure

cc: Carolina Mike's  
1206 Oak Street NE #4  
St. Petersburg, FL 33701

**Spinner Law Firm, P.A.**

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FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

July 3, 2003

CHARLES SPINNER, JR.  
SPINNER LAW FIRM  
P.O. BOX 48882  
TAMPA, FL 33647

SUBJECT: CAROLINA MIKE'S, L.L.C.  
Ref. Number: W03000018220

03 JUN 18 MM:10:45  
FILED - STATE OF FLORIDA  
DIVISION OF CORPORATIONS  
SECRETARY OF STATE

We have received your document for CAROLINA MIKE'S, L.L.C. and your check(s) totaling \$100.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Thank you for correcting and returning your document. I apologize for failing to note in my previous letter that the total filing fee for an LLC is \$125. Please read the rest of this letter for information about other changes that still need to be made to your document, and when you return your corrected document please return it with this letter and the additional \$25 due.

Thank you for adding the registered agent's signature. The language the agent is signing refers to the entity as a "the above stated corporation," but the entity is a limited liability company. Also, your cover letter requests an effective date of June 10, 2003. In order to have an effective date, the effective date must be noted within the articles themselves. Also, the earliest available effective date is June 18, 2003, which was the date we originally received your document.

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) 245-6958.

Lee Rivers  
Document Specialist

Letter Number: 903A00039927

CHARLES S. SPINNER, JR.  
Attorney At Law



ADMITTED IN FLORIDA AND NEW YORK

FILED STATE  
SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
03 JUN 18 AM 10:45

July 7, 2003

Mr(s) Lee Rivers  
Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Carolina Mike's, LLC  
Ref. Number: W03000018220

Dear Mr(s) Rivers:

Please find Articles of Organization and an enclosed a check in the amount of twenty five dollars (\$25.00) to cover the balance of filing fees owed for the above limited liability company.

**Please make this filing effective from the original submission date of June 18, 2003 and return a certified copy of the filed Articles to the address on this letterhead.**

If you require any additional information, please feel free to contact our office. Your careful attention to this is greatly appreciated.

Yours truly,

A handwritten signature in black ink, appearing to read "CSS/JM".

Charles Spinner, Jr.

CSS/mm  
Enclosure

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**Spinner Law Firm, P.A.**

19651 BRUCE B. DOWNS BOULEVARD • SUITE E-6 • P. O. BOX 48882 • TAMPA, FLORIDA 33647

TELEPHONE: 813-991-5099 • FACSIMILE: 813-991-5115

WWW.SPINNERRAWFIRM.COM • CSPINNER@SPINNERRAWFIRM.COM

# **ARTICLES OF ORGANIZATION**

**OF**

**Carolina Mike's, L.L.C.**

**A Florida Limited Liability Company**

## **ARTICLE I**

### **NAME**

The name of this limited liability company is "Carolina Mike's, L.L.C.", and is referred to in these Articles of Organization as the "Company."

03 JUN 18 AM 10:45  
FILED  
DIVISION OF STATE  
SECRETARY OF CORPORATIONS

## **ARTICLE II**

### **PRINCIPAL OFFICE AND REGISTERED AGENT**

The principal office of the Company both physically and for mail purposes is at 1206 Oak Street NE #4, St. Petersburg, FL 33701. The Company's registered agent is **Michael John Berthold**, whose address is **1206 Oak Street NE #4, St. Petersburg, FL 33701**.

## **ARTICLE III**

### **DURATION**

Unless dissolved earlier, the Company will dissolve automatically on June 10, 2033. Except for prior amendment to this Article III, no act by the Company or its members can avoid that dissolution.

EFFECTIVE DATE  
6/10/03

## **ARTICLE IV ORGANIZER**

The organizers of the company are Michael John Berthold, a natural person at least eighteen (18) years old, and Paul Michael Chernicky, a natural person at least eighteen (18) years old.

## **ARTICLE V PURPOSE AND POWERS**

This Company is organized with a general business purpose, has all powers provided by law and may use those powers for any lawful purpose.

03 JUN 18 AM 10:45  
STATE OF CALIFORNIA  
DIVISION OF CORPORATIONS  
SECRETARY OF STATE

## **ARTICLE VI MANAGEMENT BY MEMBERS**

The Company will be managed by its members, as further provided in the Company's operating agreement.

## **ARTICLE VII MEMBERSHIP and RECORDS**

Member records shall at all times be maintained by the Company. Evidence of ownership shall be recorded by the Company in its membership records.

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## **ARTICLE VIII** **CONTRIBUTIONS / DEBTS**

### **Section 8.01 Contributions Made**

The member, Paul Michael Chemicky, has contributed to the Company \$100.00 in cash. The member, Michael John Berthold, has contributed to the Company \$100.00 in cash. There are no other members.

### **Section 8.02 Contributions Promised**

The members have not promised to make future contributions.

### **Section 8.03 Debts Incurred**

The member, Paul Michael Chemicky, has loaned to the company the amount of \$10,000.00 to meet its financial obligations as they come due and initially carry out its routine day to day operations. Repayment of said loan shall be as further provided in the Company's operating agreement.

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## **ARTICLE IX** **ADMISSION OF NEW MEMBERS**

The Company may admit new members as provided in the Company's operating agreement.

## ARTICLE X DISSOLUTION

### **Section 10.01      Dissolution Upon the Occurrence of Specified Events**

The occurrence of any of the following events or conditions will cause the Company to dissolve automatically:

- (1) When the period fixed for the duration of the limited liability company expires
- (2) By unanimous written agreement of all members
- (3) At any time there are no members; unless within 90 days after the occurrence of the event that terminated the interest of the last remaining member, the personal or other legal representative of that member agrees in writing to continue the limited liability company and agrees to the admission of the personal representative of such member or its nominee or designee to the limited liability company as a member.
- (4) Upon the entry of an order of dissolution by a circuit court. Except for prior amendment to this section and in accord with such order of dissolution, no act by the Company or its members can avoid this dissolution.

### **Section 10.02      Dissolution and Dissolution Avoidance Following the Dissociation of a Member**

- (a) **Dissociation Defined.** "Dissociation of a member" or "dissociation" occurs when the Company has notice or knowledge of an event that has terminated a member's continued interest in the Company.

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(b) Means of Avoiding Dissolution Following Member Dissociation.

(i) To avoid dissolution under this Section 10.02(b), the Company must have at least two remaining members. If dissociation leaves the Company with only one remaining member, that member may admit an additional member.

(ii) In addition to any means for avoiding dissolution provided by statute, dissolution is avoided upon the dissociation of a member if, within ten (10) days of the dissociation, consent to avoid dissolution is obtained from a majority in interest of the remaining members. The consent may be by vote, at a properly called member meeting, or in writing.

## ARTICLE XI DISTRIBUTIONS

### **Section 11.01        Interim Distributions**

The Company may make interim distributions of property to its members.

### **Section 11.02        Winding-Up Distributions**

The Company may make winding-up distributions of property to its members, pro-rata to their interests.

**ARTICLE XII**  
**RELATIONSHIP OF ARTICLES OF ORGANIZATION TO OPERATING AGREEMENT**

If a provision of these Articles of Organization differs from a provision of the Company's operating agreement, then, to the extent allowed by law, the operating agreement will govern.

**ARTICLE XIII**  
**INDEMNIFICATION**

**Section 13.01      Definitions**

For purposes of this article, the terms defined in this section have the meanings given them.

(a) "Company" includes any domestic or foreign company that was the predecessor of this Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Official capacity" means (i) with respect to a manager, the position of manager in the Company, (ii) with respect to a person other than a manager, the elective or appointive office or position held by an officer, member of a committee of the Management Committee, if any, or the efforts undertaken by a Member of the Company who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company, and (iii) with respect to a manager, member officer, employee, or agent of the Company who, while a manager, officer, employee, or agent of the Company, is or was serving at the request of the Company or whose duties in that position involve or involved service as a manager, officer, partner, trustee, or agent of another organization or employee benefit plan, the

position of that person as a manager, officer, partner, trustee, employee, or agent, as the case may be, of the other organization or employee benefit plan.

(c) "Proceeding" means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company.

(d) "Special legal counsel" means counsel who has not represented the Company or a related company, or a manager, officer, member of a committee of the Management Committee, if any, employee, or agent whose indemnification is in issue.

#### **Section 13.02        Mandatory Indemnification; Standard**

(a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person

(i) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

- (ii) acted in good faith;
- (iii) received no improper personal benefit; and
- (iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and
- (v) in the case of acts or omissions occurring in the official capacity described in Section 13.01(b)(i) or Section 13.01(b)(ii), reasonably believed that the conduct was in the best interests of the Company, or in the case of acts or omissions occurring in the official capacity described in Section 13.01(b)(iii), reasonably believed that the conduct was not opposed to the best interests of the Company. If the person's acts or omissions complained of in the proceeding relate to conduct as a manager, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the Company if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.

(b) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth in this Section 13.02.

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### **Section 13.03        Advances**

If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding,

(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 13.02 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied, and

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this article.

The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

### **Section 13.04        Reimbursement to Witness**

Subject to the qualification under the standards described in Section 13.02, the Company will reimburse expenses, including attorney fees and disbursements, incurred by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

## **Section 13.05        Determination of Eligibility**

(a) All determinations as to whether indemnification of a person is required because the criteria stated in Section 13.02 have been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 13.03 will be made:

(i) By the Members by a majority of a quorum (members who are at the time parties to the proceeding shall not be counted for determining either a majority or the presence of a quorum);

(ii) if a determination is not made under clause (i), by a majority of the Members, excluding the votes held by parties to the proceedings; or

(iii) if an adverse determination is made under clauses (i) through (ii) or under paragraph (b), or if no determination is made under clauses (i) through (ii) or under paragraph (b) within sixty (60) days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, by a court in the State of Florida, which may be the same court in which the proceeding involving the person's liability is taking or has taken place, upon application of the person and any notice the court requires.

(b) With respect to a person who is not, and was not at the time of the acts or omissions complained of in the proceedings, a manager, officer, or person possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Company, the determination whether indemnification of this person is required because the criteria set forth in Section 13.02 have been satisfied and whether this person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 13.03 may be made by an annually appointed committee of the Members, if any. The committee shall report at least annually to the Members.

**Section 13.06      Insurance**

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

**Section 13.07      Disclosure**

The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the Required Records.

**Section 13.08      Discretionary Indemnification of Others**

Nothing in this Article XIII limits the ability of the Members to cause the Company to indemnify any person or entity not described in this Article XIII pursuant to, and to the extent described in, an agreement authorized by an act of the Members.

Executed this 10<sup>th</sup> day of June, 2003

BY

Paul M. Chernicky, Authorized Representative

ACCEPTANCE OF REGISTERED AGENT  
FOR CAROLINA MIKE'S, L.L.C.

Having been named as Registered Agent and to accept service of process for  
the above stated ~~corporation~~<sup>company</sup> at the place designated in this certificate, I hereby accept  
the appointment as Registered Agent and agree to act in this capacity. I hereby am  
familiar with and accept the duties and responsibilities as registered agent for said  
~~corporation~~/limited liability company. 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.

Date: 6/12/03

  
Michael John Berthold  
1206 Oak Street NE #4  
St. Petersburg, FL 33701

Resident Agent

03 JUN 18 AM 10:45  
FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS