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Robert Lee Pichas

(Requestor's Name)

809 Alie West Dr

(Address)

(Address)

Tallahassee FL 32310

(City/State/Zip/Phone #)

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Cycacor LLC

(Business Entity Name)

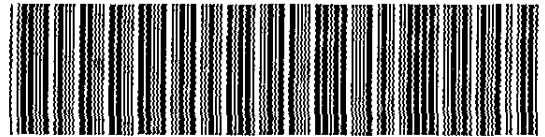
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**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I - Name:**

The name of the Limited Liability Company is: Cycore LLC

**ARTICLE II - Address:**

The mailing address and street address of the principal office of the Limited Liability Company is: 809 Alice Wester Drive, Tallahassee Florida, 32310

**Principal Office Address:    Mailing Address:**

809 Alice Wester Drive, Tallahassee Florida, 32310

**ARTICLE III – Business :**

Nature of Business. The specific business purposes and activities contemplated by the founders of this LLC at the time of signing this agreement is: Computer technologies and software development. The forgoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, and the LLC shall be permitted to engage in any lawful activities.

**ARTICLE IV - Registered Agent, Registered Office, & Registered Agent's Signature:**

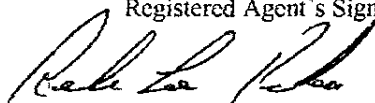
The name and the Florida street address of the registered agent are:

Name: Robert Lee Pacheco

809 Alice Wester Drive, Tallahassee Florida, 32310

*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 as provided for in Chapter 608, F.S..*

Registered Agent's Signature



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## ARTICLE V - MANAGEMENT AND OFFICERS

**5.1 Management.** The Members shall manage the business of the LLC. The Members shall manage and control the business of the LLC and shall have complete power and discretion to make any and all decisions and to do any and all things which the Members shall deem to be reasonably required in light of the LLC's business and objectives.

**5.2 Certain Powers of Members.** Without limiting the previous sections of this Agreement, the Members shall have power and authority on behalf of the LLC:

- (a) To acquire property for this LLC. The fact that a Member is directly or indirectly affiliated or connected with any such person or entity who shall be selling the property shall not prohibit the LLC from dealing with that person or entity;
- (b) To borrow money for the LLC from banks, other lending institutions, the Members, or affiliates of the Members on such terms as they deem appropriate, and to grant security interests in the assets of the LLC to secure repayment of the borrowed sums. Except as otherwise provided in the state statutes, no debt shall be contracted or liability incurred by, or on behalf, of the LLC except by the LLC's Member.
- (c) To open bank accounts in the name of the LLC, and to determine the signatories on the accounts.
- (d) To execute on behalf of the LLC, or delegate to the Officers to execute, all instruments and documents necessary, in the opinion of the Members, to do the business of the LLC.
- (e) To do and perform all other acts as may be necessary or appropriate to the conduct of the LLC's business.

Unless authorized to do so by this operating agreement or by the Members, no Member, agent, or employee of the LLC shall have any power or authority to bind the LLC in any way, to pledge its credit or to render the LLC liable for any purpose.

**5.3 Action by Members.** An action by the Members shall require a majority vote of Members except as otherwise specifically provided in this operating agreement. The Members may make any decision or take any action at a meeting, by conference telephone call, by written consent, or by oral agreement; provided that, at the request of any Member, such decision or action must be made or taken by written consent signed by the number of Members required to approve such decision or action.

**5.4 Member Has No Exclusive Duty to LLC.** No Member shall be required to manage the LLC as his or her sole and exclusive function, and he or she may have other business interests and may engage in other activities in addition to those relating to the LLC. Each Member shall devote reasonable time and effort to management duties.

**5.5 Indemnity of Members and Officers.** The LLC shall indemnify and hold harmless each Member and/or officer from and against any and all claims or liabilities of any nature whatsoever arising out of or resulting from any such act or omission in connection with the LLC. The indemnification includes, without limitation, reasonable costs and expenses of litigation and appeal, but these persons shall not be entitled to be indemnified or held harmless due to, or arising from, their gross negligence or willful misconduct.

**5.6 Resignation.** Any officer of the LLC may resign at any time by giving written notice to the Members of the LLC. The resignation of any officer shall take effect upon receipt of notice thereof, or at such later time as shall be specified in such notice. However, this time may not be before the notice is mailed, delivered, or sent by facsimile transmission, the acceptance of such resignation shall not be necessary to make it effective.

**5.7 Removal of Officers.** At a meeting called expressly for that purpose, all or any lesser number of officers may be removed at any time by a Member majority vote, with or without cause.

**5.8 Compensation.** Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. However, Members may be paid for any services rendered in any other capacity for the LLC.

**5.9 Election of Officers.** The Members may designate as officers any or all of the following: a Chairman, Vice-Chairman, Secretary and a Treasurer at the first meeting of the Members, to serve such terms as the Members determine. Each such officer shall hold office until he or she shall resign, shall be removed or is otherwise disqualified to serve, or his or her successor shall be elected and qualified. The LLC may also have, at the discretion of the Members, one or more vice presidents, assistant secretaries, assistant treasurers or other officers. The same person may hold any number of offices. The duties of such officers shall be as follows:

(a) The Chairman. Chairman shall be the Chairman of the LLC. This person shall preside at meetings of the Members and shall perform such other duties as may be assigned by this Operating Agreement or the Members.

(b) The Vice-Chairman. Vice-Chairman shall be the Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman when the Chairman is unavailable.

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(c) **Secretary.** The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Members may order, of all meetings of Members, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Members' meetings, and the proceedings thereof. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Members or this operating agreement.

(d) **Treasurer.** The Treasurer shall keep and maintain or cause to be kept and maintained, accounts of the properties and business transactions of the LLC, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, and capital, to the extent agreed by the Members. The Treasurer shall deposit all monies and the Members may designate other valuables in the name and to the credit of the LLC with such depositories as directed by the members. He or she shall disburse the funds of the LLC as may be ordered by the Members, shall render to the Members upon request an account of all of the transactions as Treasurer and of the financial condition of the LLC, and shall have such other powers and perform such other duties as may be prescribed by the Members or this operating agreement.

## **ARTICLE VI - RIGHTS AND MEETINGS OF MEMBERS**

**6.1 Additional Members.** From time to time the LLC may issue additional Interests or Units to any Persons and Entities (including to existing Members) for such Capital Contributions and on such terms and conditions as the Members may determine. Such additional Interests or Units may have different rights regarding voting, profit and loss allocations and distribution, whether subordinate or preferred, as the Members may determine.

**6.2 Limitation of Liability.** No member of this LLC shall be personally liable for the expense, debts, obligations or liabilities of the LLC, or for claims made against it.

**6.3 Annual Meeting.** The annual meeting of the Members shall be held on the last Monday of December in each year, at 9:00 o'clock, a.m., or at such other time as shall be determined by the Members, for the purpose of electing the officers for the upcoming year and the transaction of such business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

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**6.4 Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any officer, or by any Member or Members holding at least ten percent (10%) of the outstanding Interests or Units. Business transacted at a special meeting of Members shall be confined to the purpose or purposes stated in the notice of the meeting.

**6.5 Place of Meetings.** The Members may designate any place in the United States as the place for a meeting of members.

**6.6 Duly Called Meetings.** If all of the Members shall meet at any time and place, and consent to the holding of a meeting at such time and place, such meeting shall be a duly called meeting without call or notice, and at such meeting lawful action may be taken. Otherwise, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the person calling the meeting, to each Member. If mailed, such notice shall be deemed to be delivered after being deposited in the United States mail, in a sealed envelope addressed to the Member at his or her address as it appears on the books of the LLC, or as given by the Member to the LLC for purposes of notice, with postage thereon prepaid. If transmitted by way of facsimile, such notice shall be deemed to be delivered on the date of such facsimile transmission to the facsimile number, if any, for the respective member which has been supplied by such Member to each other Member and identified as such Member's facsimile number.

**6.7 Record Date.** For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

**6.8 Quorum.** Members holding a majority of the outstanding Interests or Units or more shall constitute a quorum at any meeting of the Members. In the absence of a quorum at any such meeting, a majority of the Interests or Units so represented must adjourn the meeting. The Members present at a duly called meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of Members whose absence would cause less than a quorum.

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**6.9 Majority Vote.** A Member majority vote shall be an affirmative vote by Members holding at least a majority of all outstanding Interests or Units that are present, in person or by proxy, at a duly-called meeting where a quorum is present. All acts of the Members shall be by Member majority vote unless the operating agreement or state statute specifically requires a greater vote.

**6.10 Two-Third Vote.** A Member two-thirds vote shall be an affirmative vote by Members holding at east two-thirds of all outstanding Interests or Units that are present, in person or by proxy, at a duly called meeting where a quorum is present. A Member two-thirds Vote shall be required for the following:

- (a) To sell or otherwise dispose of all or substantially all of the assets of the LLC as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the LLC may be bound; and
- (b) Merger or consolidation of the LLC with another Entity or Entities.

No approval of the Members, except as set out in this Section, is required for a transaction not in the ordinary course of the business or affairs of the LLC.

**6.11 Proxies.** At all meetings of Members a Member may vote the Interests or Units held by such Member in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the LLC before or at the time of the meeting. No proxy shall be valid after three (3) years from the date of its execution, unless otherwise provided in the proxy.

**6.12 Action by Members without a Meeting.** Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member and delivered to the Secretary for inclusion in the minutes or for filing with the LLC records. Action taken under this Section is effective when all Members have signed the consent, unless the consent specifies a different effective date.

**6.13 Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

**6.14 Restrictions on Authority of the Members; Major Decisions.**

- (a) In addition to the limitations set forth elsewhere herein, no Member shall, without the consent of all of the Members entitled to vote hereunder at such time:

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- (i) Do any act in contravention of this agreement;
- (ii) Possess LLC property, or assign the LLC's rights in specific LLC property in trust for creditors, or on the assignee's promise to pay the debts of the LLC, or for other than a purpose of the LLC;
- (iii) Admit additional or substitute Members to the LLC except as otherwise provided herein;
- (iv) Change or reorganize the LLC into any other legal form;
- (v) Cause the LLC to engage in any business other than the LLC's business or extend the scope of the LLC's business, by implication or otherwise.

**6.15 LLC Books.** The Treasurer shall maintain and preserve, during the term of the LLC, and for six (6) years thereafter, all accounts, books, and other relevant LLC documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such LLC documents at the Member's expense.

## **ARTICLE VII - ALLOCATIONS, DISTRIBUTIONS, AND REPORTS**

### **7.1 Capital Accounts.**

- (a) Compliance with Treasury Regulations. Capital accounts shall be maintained in accordance with the IRS code.
- (b) Assignment. Upon the transfer of all or any part of a Member's interest as permitted by this Agreement, the capital account of the transferor, or the portion thereof that is attributable to the transferred interest, shall carry over to the transferee.
- (c) Revaluation. At such times as may be required or permitted by the IRS Code and any regulations thereunder, the capital accounts shall be revalued and adjusted to reflect the then fair market value of LLC Property. The capital accounts shall be maintained in compliance with the IRS code.

### **7.2 Allocations of Profits and Losses.**

- (a) The Net Profits and Net Losses of the LLC for each fiscal year will be allocated to the Members *pro rata* based on their Percentage Interests.
- (b) Upon liquidation, or any other significant capital event, Net Profits shall be allocated as follows:

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(i) Pro rata to those Members whose capital account balances do not equal their percent of the capital account balances of all Members until all capital account balances are in the same proportion as Percents;

(ii) Then to the Members pro rata by their Percents.

**6.3 Pro-Rata Allocations.** The LLC shall, at the time a Member, Additional Member, or Substitute Member is admitted, make pro rata allocations of loss, income and expense deductions to an Additional Member for that portion of the LLC's tax year in which an Additional Member was admitted.

### **7.3 Distributions.**

(a) Except as provided in (b) below, distributions from the LLC to Members shall be made at the times and in the amounts determined by the Members. It is anticipated that distributable cash shall not be distributed initially, but shall remain in the LLC for working capital. All distributions shall be made to all the Members in proportion to their Percents. All amounts withheld pursuant to the state statute or any provisions of state or local tax law with respect to any payment or distribution to the Members from the LLC shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section.

(b) Upon liquidation of the LLC (or any Member's interest), liquidating distributions will be made in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the LLC's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within ninety (90) days after the date of the liquidation).

**7.4 Loans to LLC.** Nothing in this operating agreement shall prevent any Member from making secured or unsecured loans to the LLC by agreement with the LLC.

**7.5 Returns.** The Treasurer shall cause the preparation and timely filing of all tax returns required to be filed by the LLC and all other tax returns deemed necessary and required in each jurisdiction in which the LLC does business. Copies of such returns shall be furnished to the Members within a reasonable time after the end of the LLC's fiscal year.

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## ARTICLE VIII - RESTRICTIONS ON TRANSFERABILITY

**8.1 Buy-Sell Provisions.** If a Member attempts to transfer any or all of his or her Interests or Units, the parties shall follow the terms of any existing Members' agreement. If there is no existing Members' agreement, no Member may assign, sell, convey, pledge, hypothecate, or transfer in any way, either voluntarily or involuntarily, any interest in this LLC without the prior written consent by unanimous Member vote.

**8.2 Substitute Members.** No one to whom any Interests or Units are transferred, whether or not Section 7.1 is complied with, can become a substitute Member unless all of the other Members approve of the transfer by unanimous written consent, and the transferee has signed a copy of this operating agreement agreeing to be bound by its provisions. A transferee who has not received such approval shall have no right to participate in the management of the business and affairs of the LLC or to become a Member, and shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to which the transferor would otherwise be entitled.

**8.3 Transfers Only to Family Members.** Notwithstanding anything to the contrary in this operating agreement or the Members' agreement, no Interest in the LLC may be transferred to any other person.

## ARTICLE IX - DISSOLUTION AND TERMINATION

### 9.1 Dissolution

(a) The LLC shall be dissolved upon the occurrence of any of the following events:

(i) when the period fixed for the duration of the LLC shall expire if the LLC has one listed in the articles of organization;

(ii) by the unanimous written agreement of all the members;

(iii) upon an event of withdrawal under state law, but only

(A) to the extent state statute requires such event to cause a dissolution or

(B) if the state statute does require a dissolution, only if the LLC is not continued by the consent of a majority of the Percentage Interests of the remaining Members within ninety (90) days and there are at least two remaining Members if the Act requires two Members.

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(b) As soon as possible following the occurrence of any of the events specified in this Section effecting the dissolution of the LLC, the LLC shall execute a statement of intent to dissolve in such form as shall be prescribed by the appropriate Secretary of State, file same with the Secretary of State's office, and within twenty (20) days after the filing mail notice of such to each creditor of the LLC. Upon the filing by the appropriate Secretary of State of a statement of intent to dissolve, the LLC shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of dissolution has been issued by the Secretary of State or until a decree dissolving the LLC has been entered by a court of competent jurisdiction.

## **9.2 Winding Up, Liquidation and Distribution.**

(a) Upon the filing of the statement of intent to dissolve, the Members shall proceed to wind up and liquidate the LLC as follows:

(i) proceed to collect its assets;

(ii) convey and dispose of such of its assets as are not to be distributed in kind to its Members;

(iii) if the Members have determined that any assets of the LLC are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by agreement of the Members, or if they cannot agree, by an independent appraiser selected by the Members.

(iv) pay, satisfy, or discharge its liabilities and obligations or make adequate provisions for the payment or discharge thereof;

(v) do all other acts required to liquidate the LLC's business and affairs.

(b) After paying or discharging all its obligations or making adequate provisions for payment or discharge thereof, the remaining assets shall be distributed as provided herein.

**9.3 Articles of Dissolution.** When all debts, liabilities and obligations of the LLC have been paid or discharged, or adequate provisions have been made therefor, and all of the remaining assets of the LLC have been distributed to the Members, articles of dissolution shall be executed in duplicate and verified by the person signing the articles of dissolution, and shall be filed with the Secretary of State. Upon such filing the existence of the LLC shall cease, except as provided by state statute.

**9.4 Return of Contribution** Non-recourse to Other Members. Except as provided above and by law, upon dissolution, each Member shall look only to the assets of the LLC for the return of his or her capital contribution. If the LLC property remaining after the payment or discharge of the debts and liabilities of the LLC is insufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

## **ARTICLE X - MISCELLANEOUS PROVISIONS**

**10.1 Notices.** Any notice, or communication required or permitted to be given by any provision of this operating agreement shall be deemed to have been sufficiently given if sent by facsimile transmission to the party's number, mailed as provided hereafter, or delivered personally a member, so long as sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or LLC's address, as appropriate, which is set forth in this operating agreement. Except as otherwise provided herein, any such notice shall be deemed to be given five (5) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

**10.2 Governing Law.** Exclusively the law of the state of organization shall govern this operating agreement, and the substantive application and interpretation hereof.

**10.3 Amendments.** This Agreement may be amended only by the unanimous agreement of all of the Members.

**10.4 Severability.** If any provision of this operating agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this operating agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**10.5 Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this operating agreement, their respective heirs, legal representatives, successors and assigns.

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**ARTICLE XI- Manager(s) or Managing Member(s):**

The name and address of each Manager or Managing Member is as follows:

**Title: Name and Address:**

Chairman = Robert L Pacheco, 809 Alice Wester Drive Tallahassee Florida, 32310

Vice Chairman = Keith D Hall, 809 Alice Wester Drive Tallahassee Florida, 32310

**CERTIFICATE**

The undersigned certify the foregoing operating agreement to be effective as of the date the articles of organization of the LLC are accepted for filing by the Secretary of State.

Robert Lee Pacheco

Chairman

KEITH D. HALL

Vice-Chairman

**REQUIRED SIGNATURE:**

Robert Lee Pacheco  
Signature of a member or an authorized representative of a member.

(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.)

Robert Lee Pacheco  
Typed or printed name of signee