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1-22-04



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

January 16, 2004

CONRAD S. KULATZ  
633 S.E. THIRD AVENUE, SUITE 4R  
FORT LAUDERDALE, FL 33301

SUBJECT: VENT AIR, LLC  
Ref. Number: W04000002311

We have received your document for VENT AIR, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Pursuant to section 608.409(2), F.S., the effective date must be specific, cannot be more than five business days prior to the date of filing or more than 90 days after the date of filing. Our office received your document on January 13, 2004. Please amend your document accordingly.

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) 245-6020.

Tammi Cline  
Document Specialist

Letter Number: 804A00003120

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**LAW OFFICES  
Friedman & Kulatz, LLC**

Member NTSB Bar Assoc.  
Florida Aviation Law Comm

Suite 4R  
The Trial Lawyers Building  
633 S.E. Third Avenue  
Fort Lauderdale, FL 33301  
(954) 527-0002  
FAX: (954) 524-5143  
EMAIL: kdavlaw@aol.com

January 06, 2004

Florida Division of Corporations  
Attn: New Filings  
409 E. Gaines Street  
Tallahassee, FL 32399

Re: Vent Air, LLC  
Initial Organization

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DIVISION OF CORPORATIONS  
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Gentlemen:

I am submitting new articles for filing together with check no. 1063 to cover the necessary fees for your consideration.

Please file the enclosed Articles of Organization for Vent Air, LLC at your earliest convenience upon receipt.

I have enclosed an original and one copy so that you will have the "copy" to return to me with the "date stamp" of the division evidencing the filing of the papers. Also enclosed is a pre-addressed stamped envelope for your use in sending back the copy with the division "date filed" stamp on it.

I do not require a certified copy, but it is important to get the filing done as soon as practicable.

Thanks for your help with this organization.

Cordially,



Conrad S. Kulatz, Esq.  
For the Firm.

# Articles of Organization for **Vent Air, LLC** a Florida Limited Liability Company

## ARTICLE I—Name

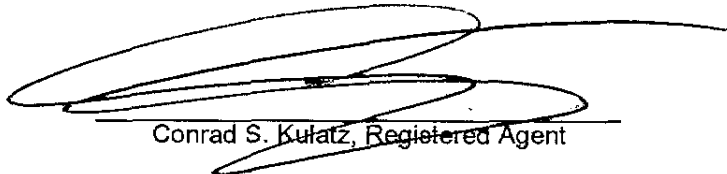
The name of this limited liability company is Vent Air, LLC, referred to in these Articles of Organization as the "Company."

## ARTICLE II—Registered Office and Agent

The registered office of the Company is 633 S.E. Third Avenue, Suite 4R, Fort Lauderdale, Florida 33301. The Company's registered agent is Conrad S. Kulatz, Esquire, whose office is located at 633 S.E. Third Avenue, Suite 4R, Fort Lauderdale, Florida 33301.

## ARTICLE III—Registered Agent's Signature

*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.*



Conrad S. Kulatz, Registered Agent

## ARTICLE IV—Management

The Company will be managed by a member manager.

### Section 4.01. Designation of Manager.

(a) Single Manager. The Company will be managed by a manager, Mr. James W. Leland, who will serve until either removal by the members or resignation.

(b) Removal. The members may remove the manager, without having to possess, state or prove cause, by:

(1) A vote of members holding two thirds [2/3] of the voting power of all membership interests, excluding any voting power held by the manager whose removal is sought. The vote must be taken at a properly scheduled meeting of the members, and a manager whose removal is sought may not vote; or

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(2) Written consent of members holding two thirds [2/3] percent of the voting power of all membership interests, excluding any voting power held by the manager whose removal is sought. The removal of a manager without stating or proving cause does not bar a later claim that the manager engaged in misconduct while a manager.

(c) Resignation. The manager resigns by providing written notice to all members, using the means of notice stated in the Company's operating agreement for giving notice to members. The resignation takes effect ten [10] days after the date the manager gives notice to all members, or at a later date stated in the notice of resignation. If the Company's operating agreement prohibits the manager from resigning, the manager's resignation is nonetheless effective, but the manager will be liable to the Company for breach of the operating agreement.

(d) Interim Management. Once the resignation of the manager is effective or the members remove the manager, the Company will be managed by Mr. Donald E. Lewandowski, Jr. or until the members choose a replacement manager as provided in Section 4.01(e).

(e) Replacement Manager. The members will elect a replacement manager at a properly scheduled meeting of the members. The vote of members holding two thirds [2/3] of the voting power of all membership interests is necessary to elect a replacement manager. In the case of the removal of a manager under Section 4.01(b), the same meeting that votes removal may also elect a replacement manager. Once elected, the replacement manager will have all of the powers and duties of the initial manager.

#### **Section 4.02. Authority of the Manager.**

(a) Manager's Operational Authority. Except as stated in 4.02(b), the manager has sole authority to manage the Company and is authorized to make any contracts, enter into any transactions and make and obtain any commitments on behalf of the Company to conduct or further the Company's business. This provision does not alter or waive any duty that the manager may have to the Company concerning the manager's exercise of management authority.

(b) Matters Reserved to the Members. The manager has no authority to take any of the following actions, unless first authorized by members holding two thirds [2/3] of the voting power of the membership interests, with the authorization given either by vote at a properly called meeting of the members or by written consent.

- i. Incur debt in the name or the Company.
- ii. Sell any Company asset out of the ordinary course of business.

#### **Section 4.03. Nonliability of Manager for Acts or Omissions in Official Capacity.**

The manager is released from liability for damages and other monetary relief to the full extent permitted by law. This release does not protect a manager who is also a member from being required by a court to purchase the membership interest of a member who successfully contends that the manager-member has committed actionable oppressive acts.

#### **Section 4.04. No Authority of Members.**

Except as authorized by the managers, no member has the authority to make any contracts, enter into any transactions or make any commitments on behalf of the Company.

### **ARTICLE V—Admission of New Members**

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

#### **Section 5.01. New Members Who Acquire Their Memberships From the Company.**

(a) Admission by Manager(s). The manager(s) may admit a new member(s) who is approved by one hundred percent of the members in the Company. No member has any preemptive rights.

#### **Section 5.02. New Members Who Acquire Their Membership Interest From a Current Member.**

No member may transfer the member's complete membership interest or any portion thereof, or any rights to participate in the management of the Company, without the written consent of all of the other members. If the members give the required consent, the transferee is admitted to membership in the Company. If the members do not give the required consent, the transferee does not become a member and has no right to participate in the management of the company.

### **ARTICLE VI—Distributions**

**Section 6.01.** The Company shall distribute to the Members, from time to time, all cash (regardless of the source thereof) of the Company which is not required for the operation or the reasonable working capital requirements of the Company, (such cash is sometimes referred to herein as "Cash Flow").

**Section 6.02.** Distributions of Cash Flow shall be made from time to time in such manner as determined by the Member Manager.

**Section 6.03.** In addition to the distributions made pursuant to this Article VI of these Articles, upon any sale, transfer, or other disposition of any capital asset of the Company (hereinafter referred to a "Disposition"), the proceeds of such Disposition shall first be applied to the payment or reimbursement of any selling or other expenses incurred in connection with the Disposition and to the payment of any indebtedness secured by the asset subject to the Disposition; all proceeds remaining thereafter (the "Net Proceeds") shall be retained by the Company or be distributed at such time or times as shall be determined by the Member(s); provided, however, that for purposes of Sections 702 and 704 of the Internal Revenue Code of 1986, or the corresponding provisions of any future Federal Internal Revenue Law, or any similar tax law of any state or jurisdiction, each Member's distributive share of all items of income, gain, loss, deduction, credit, or allowance in respect of any such disposition shall be made and based upon such Member's basis in such capital asset.

**Section 6.04.** Upon resignation of a Member, a resigning Member shall be entitled to receive only the distributions to which said Member is entitled under these Articles and which is payable on the date of resignation.

**Section 6.05.** A Member, regardless of the nature of the Member's contribution, has no right to demand and receive any distribution from the Company in any form other than cash. However, a Member shall be required and compelled to accept the distribution of any asset in kind from the Company, as determined from time to time by the Member(s), in accordance with these Articles.

**Section 6.06. Winding up distributions.** The Company may make winding up distributions of property to its members per capita.

## **ARTICLE VII—Indemnification**

### **Section 7.01. Definitions.**

(a) For purposes of this Article, the terms defined in this Section have the meanings given them.

(b) "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 these Articles.

(c) "Official capacity" means (1) with respect to a manager, the position of manager in the company, (2) 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 Members, if any, or the employment or agency relationship undertaken by an employee or agent of the company, and (3) with respect to a manager, 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.

(d) "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.

(e) "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 Members, if any, employee, or agent whose indemnification is in issue.

### **Section 7.02. Indemnification Mandatory; Standard.**

(a) The company shall 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, settlements, and reasonable expenses, including attorneys' 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:

(1) 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 attorneys' fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

(2) acted in good faith;

(3) received no improper personal benefit; and

(4) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and

(5) in the case of acts or omissions occurring in the official capacity described in Section 7.01 paragraph (c) clause (1) or (2), 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 7.01 paragraph (c), clause (3), 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, 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 7.02.

### **Section 7.03. 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 attorneys' 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 7.02 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 clause (a) is an unlimited general obligation of the person making it, but need not be secured and shall be accepted without reference to financial ability to make the repayment.

### **Section 7.04. Reimbursement to Witness.**

Subject to the qualification under the standards described in Section 7.02, the company shall reimburse expenses, including attorneys 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.

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### **Section 7.05. Determination of Eligibility.**

(a) All determinations whether indemnification of a person is required because the criteria set forth in Section 7.02 have been satisfied and whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 7.03 shall be made:

(1) by the Members, if any, by a majority of a quorum; managers who are at the time parties to the proceeding shall not be counted for determining either a majority or the presence of a quorum;

(2) if a quorum under clause (1) cannot be obtained, by a majority of a committee of the Members, if any, consisting solely of two or more managers not at the time parties to the proceeding, duly designated to act in the matter by a majority of the full Members, if any, including managers who are parties,

(3) if a determination is not made under clause (1) or (2), by special legal counsel, selected either by a majority of the Members, if any, or a committee by vote pursuant to clause (1) or (2) or, if the requisite quorum of the full Members, if any, cannot be obtained and the committee cannot be established, by a majority of the full Members, if any, including managers who are parties;

(4) if a determination is not made under clauses (1) to (3), by the members, excluding the votes held by parties to the proceedings; or

(5) if an adverse determination is made under clauses (1) to (4) or under paragraph (b), or if no determination is made under clauses (1) to (4) or under paragraph (b) within 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 this state, which may be the same court in which the proceeding involving the person's liability took 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 7.02 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 7.03 may be made by an annually appointed committee having at least one member who is a manager.

### **Section 7.06. 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 7.07. Disclosure.**

The amount of any indemnification or advance paid pursuant to this Article and to whom and on whose behalf it was paid shall be reported as part of the annual financial

statements furnished to members.

#### **ARTICLE VIII - Effective Date**

The effective date for these Articles of Organization is January 22, 2004.

#### **ARTICLE IX - Capital**

**Section 9.1.** The Member(s) have contributed to the Company in exchange for their membership interests, cash and other property in the amount of \$500.00.

**Section 9.2.** The lower of fair market value or the adjusted basis of the contributing Member of any property, other than cash, contributed to the Company by a Member shall be its fair value.

**Section 9.3.** Except as expressly provided in these Articles, no Member shall be required to make any additional contributions to the capital of the Company.

**Section 9.4.** No interest shall be paid on the Capital Account of any Member.

**Section 9.5.** An individual Capital Account shall be established and maintained for each Member of the Company. The Capital Account of each Member shall consist of the Member's original capital contribution, increased by

- A. additional capital contributions made by the Member, and
- B. the Member's share of the Company's gains and profits, and decreased by:
  - 1. distributions of such profits and capital to the Member, and;
  - 2. the Member's share of Company losses.

#### **ARTICLE X - Profits and Losses**

The Net Profits and Losses of the Company shall be the net profits and losses of the Company as determined for Federal Income Tax purposes.

#### **ARTICLE XI - Miscellaneous**

**Section 11.1.** Any notice or other communication under these Articles shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested or be delivered by courier to the parties at such address as a party shall have previously specified by notice to the others as the address to which notice shall be given to the Member, or

- A. If to the Company, it shall be sent in care of the Managing Member(s) at the address of the Company;
- B. If to a Managing Member, then to the address of the Company;
- C. If to any Member, to the Member at the Member's address set forth on the books and records of the Company.

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**Section 11.2.** Whenever any notice is required to be given under the provisions of the Act, the Certificate or these Articles, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

**Section 11.3.** These Articles and any exhibits attached hereto set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Company, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Member(s). There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of these Articles which are not fully expressed herein.

**Section 11.4.** These Articles shall be construed without regard to any presumption or other rule requiring construction against the party causing these Articles to be drafted.

**Section 11.5.** Nothing contained in these Articles shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any provision of these Articles and any statute, law, ordinance, or regulation contrary to which the Members or the Company have no legal right to contract, the latter shall prevail, but in such event the provisions of these Articles thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph, or clause of these Articles shall be held to be indefinite, invalid, or otherwise unenforceable, these entire Articles shall not fail on account thereof, and the balance of these Articles shall continue in full force and effect.

**Section 11.6.** These Articles shall be binding upon, and inure to the benefit of, all members hereto, their personal and legal representatives, guardians, successors, and assigns to the extent, but only to the extent, that assignment is provided for in accordance with, and permitted by, the provisions of these Articles.

**Section 11.7.** Irrespective of the place of execution or performance, these Articles shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in the State of Florida.

**Section 11.8.** The captions, headings and table of contents in these Articles are solely for convenience of reference and shall not affect its interpretation.

**Section 11.9.** These Articles may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

**Section 11.10.** The Member(s) may make any tax elections for the Company allowed under the Internal Revenue Code or the tax laws of the State of Florida or other jurisdiction having taxing jurisdiction over the Company.

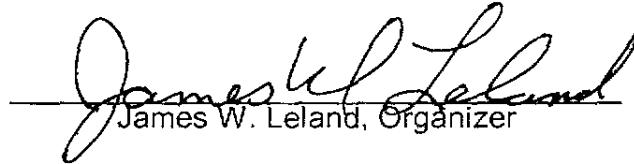
**Section 11.11.** Throughout this Articles, where such meanings would be appropriate:

A. the masculine gender shall be deemed to include the feminine and the neuter, and vice versa, and

B. the singular shall be deemed to include the plural, and vice versa. The headings herein are inserted only as a matter of convenience and reference, and in no way define or describe the scope of these Articles or the intent of any of the provisions thereof.

**IN WITNESS WHEREOF**, the undersigned has executed these Articles of Organization for Vent Air, LLC as of January 22, 2004:

(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.)

  
James W. Leland, Organizer

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