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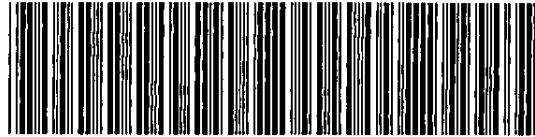
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LAW OFFICES OF  
**C. WILLIAM CURTIS, III, P.A.**

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C. WILLIAM CURTIS, III  
JAIME COUNCIL

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March 5, 2007

**VIA DHL**

Department of State  
Division of Corporations  
Corporate Filings  
409 E. Gaines Street  
Tallahassee, FL 32399

Re: Amended and Restated Articles for Innovative Petroleum Products, LLC

Dear Sir or Madame:

Enclosed are one (1) original and one (1) copy of Amended and Restated Articles of Organization for Innovative Petroleum Products, LLC. Please file the enclosed Articles and provide us with a certified copy. Enclosed is our office check number 2040 in the amount of \$43.75 to cover the filing fee and the certified copy fee.

Very truly yours,

  
C. William Curtis, III

Enclosures: Check no. 2040  
Amended and Restated Articles

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**Amended and Restated Articles of Organization  
Innovative Petroleum Products, LLC**

The undersigned, acting as authorized representative of a limited liability company under the Florida Limited Liability Company Act, Chapter 608, Florida Statutes (the "Act"), files the following amended and restated articles of organization for such limited liability company in accordance with Section 608.411 of the Act. The original articles of organization of the Company, referenced by Document Number L04000057404 were filed with the Florida Secretary of State, Division of Corporations, on August 3, 2004. Those articles are repealed and replaced by these articles, as approved by written consent of a majority of the Members.

**Article I. Name**

The name of the Limited Liability Company is Innovative Petroleum Products, LLC.

**Article II. Duration**

The period of the Company's duration is perpetual.

**Article III. Purposes**

3.01. The Company has the powers provided for a limited liability company under the Act.

3.02. The purpose for which this Company is organized is to transact any and all lawful business for which limited liability companies may be organized under the Act, including, but not limited to, the following:

- (a) To carry on any business or any other legal or lawful activity allowed by law;
- (b) To acquire, own, use, convey, and otherwise dispose of and deal in real or personal property or any interest in such property;
- (c) To manufacture, buy, sell, and generally deal in goods, wares and merchandise of every class and description;
- (d) To buy, rent, sell, manufacture, produce, assemble, distribute, repair, and service any and all products or services in which the Company desires to engage.
- (e) To do such other acts as are incidental to the foregoing or desirable in order to accomplish the purpose for which the Company was formed;
- (f) To have and exercise all rights and powers that are now or may hereafter be granted to a limited liability company by law.

3.03. The foregoing shall be construed as objects, purposes and powers, and enumeration thereof shall not be held to limit or restrict in any manner the powers hereafter conferred on this limited liability

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company by the laws of the State of Florida.

3.04. The Company may, in its Operating Agreement, confer powers, not in conflict with law, on its Manager(s) and Members in addition to the foregoing and in addition to the powers and authorities expressly conferred on them by statute.

#### **Article IV. Principal Place of Business; Mailing Address**

The address of the Company's principal place of business in this state is: 1721 Franklin Street, Jacksonville, Florida 32206; the mailing address for the company is: P.O. Box 1102, Saint Augustine, Florida 32085.

#### **Article V. Name and Address of Registered Agent**

5.01. The Company's Registered Agent shall be John W. Ball, Jr., C.P.A., C.F.P.

5.02. The Company's Registered Office address is 1022 Park Street, Jacksonville, Florida 32204.

#### **Article VI. Capital and Additional Members**

6.01. Members shall be required to make additional contributions to the capital of the Company.

6.02. Additional Members shall be admitted upon the written consent of Members having a majority interest in the Company.

#### **Article VII. Voting**

7.01. Each percentage of membership interest has one vote on each matter on which the membership interest is entitled to vote.

7.02. Cumulative voting is not allowed.

7.03. There are no preemptive rights on behalf of any Member.

#### **Article VIII. Management**

8.01. The Company shall be managed by its Manager or Managers, subject to overruling of actions of the Manager or Managers by Members having a majority interest in the Company.

8.02. The number of initial Managers is one (1), until changed by vote of Members having a majority interest in the Company.

8.03. The name and address of the person who shall serve as Manager until the next annual meeting of the Company's Members following the filing of these articles, or until a successor or successors are elected and qualified, are: Georges A. Boyazis, 317 Vicki Towers Lane, Saint Augustine, Florida 32092.

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### **Article IX. Authorized Representative as Organizer**

The name and address of the Company's authorized representative who is authorized to file these articles on behalf of the Company and respond to all inquiries related to these articles are: C. William Curtis, III, of C. William Curtis, III, P.A., 2107 Hendricks Avenue, Jacksonville, Florida 32207.

### **Article X. Operating Agreement**

10.01. The Manager shall adopt an Operating Agreement, subject to approval by Members having a majority interest in the Company.

10.02. The powers to alter, amend, or repeal the Operating Agreement or adopt a new Operating Agreement is vested in the Manager, subject to approval, repeal or change by action of Members having a majority interest in the Company.

### **Article XI. Majority Voting**

With respect to any matter for which the affirmative vote of the holders of a specified portion of the membership interest entitled to vote is required by the Act, and notwithstanding that the Act may require a portion of the membership interest entitled to vote that exceeds that specified in this Article, the act of the Members on that matter shall be the affirmative vote of the holders of a majority of the membership interest entitled to vote on that matter, rather than the affirmative vote otherwise required by such Act.

### **Article XII. Indemnification**

12.01. The Company shall indemnify every Manager, and the Manager's heirs, executors and administrators, against expenses actually and reasonably incurred by the Manager, as well as against any amount paid upon a judgment in connection with any action, suit, or other proceeding, civil or criminal, to which the Manager may be made a party by reason of having been a Manager of this limited liability company.

12.02. This indemnification is being given because the Manager will be requested by the Company to act for and on behalf of the Company and for the Company's benefit.

12.03. This indemnification is not exclusive of other rights to which the Manager may be entitled.

12.04. The Manager is entitled to the fullest indemnification allowed by the current law or as the law may be amended after the adoption of these articles.

12.05. A Manager shall be liable to the Company for the following actions:

- (a) Any breach of his or her duty of loyalty to the Company, or to its Members;
- (b) An act or omission that was taken in bad faith and which constitutes a breach of the Manager's duty to the Company by an act that is grossly negligent, malicious, or intentional, as those terms are defined at law;

(c) A transaction in which the Manager benefits to the detriment of the Company or its Members.

(d) An action for which the Manager is liable at law and for which an indemnification is not allowed.

### **Article XIII. Company Actions**

13.01. Any action required by the Act, and any amendments to that act, shall be taken at any annual or special meeting of Members of the Limited Liability Company.

13.02. Any action which may be taken at any annual or special meeting of Members of the Limited Liability Company, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interest entitled to vote on the action were present and voted.

13.03. Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the Act, and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of such Act.

13.04. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

### **Article XIV. Restrictions on Transferability**


14.01. The membership interest of the Limited Liability Company will be subject to restrictions on its transferability as set out in the Operating Agreement of the Limited Liability Company, which will be kept with the records of the Limited Liability Company.

14.02. The Limited Liability Company shall provide a copy of the Operating Agreement without charge to any record holder of a membership interest upon written request addressed to the Limited Liability Company at its principal business office or its registered agent's address.

### **Article XV. Continuity of Business**

15.01. All of the remaining Members of the Company may agree to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or other withdrawal of a Member.

IN WITNESS WHEREOF, I have hereunto set my hand on March 5, 2007.

  
C. William Curtis, III  
Authorized Representative and Organizer

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