

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Name	
Availability	
Document	
Examiner	DCC Office
Updater	DCC
Under	
Verfyer	
acknowledgement	DCC
W. P. Verfyer	DCC



200048679072

03/21/05--01048--001 **25.00

The diagram illustrates the experimental setup. A participant is seated at a table, looking at a video screen. A camera is positioned above the screen. A target is placed on the table. A scale bar is shown below the screen.

ZUC5 0011 21 P 12:01

SECRET

**NYEMASTER, GOODE, WEST,
HANSELL & O'BRIEN**

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW

JAMES B. WEST
EDGAR F. HANSELL
R. CRAIG SHIVES
LAWRENCE E. MYERS
KEITH E. LUCHTEL
GERALD J. NEWBROUGH
ROBERT A. VANORSDEL
RICHARD J. SAPP
G.R. NEUMANN
RUSSELL E. SCHRAGE
CARLTON T. KING
GREGORY P. PAGE
RANDALL G. HORSTMANN
JAY EATON
BURNS MOSSMAN
BRADFORD L. AUSTIN
SARA J. SERSLAND
HAYWARD L. DRAPER
MICHAEL W. THRALL
MARK C. DICKINSON
GREGORY B. WILCOX
JOHN F. LORENTZEN

ROD KUBAT
STEVEN J. ROY
FRANK B. HARTY
JAMES C. WINE
BRUCE W. BAKER
THOMAS W. FOLEY
STEVEN H. LYTLE
TERRY C. HANCOCK
ANTHONY A. LONGNECKER
JOSEPH A. QUINN
WADE H. SCHUT
MARK D. ALJETS
G. THOMAS SULLIVAN
THOMAS H. WALTON
WILLARD L. BOYD III
JEFFREY W. COURTER
HALLIE E. STILL-CARIS
L.W. "BILL" ROSEBROOK
TERRY L. MONSON
BARRY J. NADLER
DAVID W. BENSON
BRIAN J. HUMKE

DEBORAH S. KRAUTH
PAULA S. DIERENFELD
COREEN K. SWEENEY
ANTONIO COLACINO
JILL M. STEVENSON
ANGEL A. WEST
ANGELA L. WATSON COOK
MARY E. FUNK
RANDALL D. ARMENTROUT
THOMAS M. CUNNINGHAM
DENISE M. MENDT
DEBRA L. HULETT
MARK A. SCHULTHEIS
JOHN T. CLENDENIN
AMY L. BENTLER
NEAL K. WESTIN
STEPHANIE L. MARETT
JORDAN B. HANSELL
CORY R. HARRIS
PATRICK B. WHITE
STEPHANIE G. TECHAU
BRAD C. EPPERLY

SCOTT A. SUNDSTROM
BENJAMIN P. ROACH
ALLISON M. STEUTERMAN
HANNAH M. ROGERS

OF COUNSEL
SAMUEL G. O'BRIEN
L.R. VOIGTS
DREW R. TILLOTSON
FRANK B. COMFORT
DON MUYSKENS
ROGER L. FERRIS
LUTHER L. HILL, JR.

RAY NYEMASTER
(1914-1995)
D.J. GOODE
(1907-2002)

700 WALNUT, SUITE 1600
DES MOINES, IOWA 50309-3899
(515) 283-3100

1416 BUCKEYE AVENUE, SUITE 200
AMES, IOWA 50010-8070
(515) 233-3000

FACSIMILE
(515) 283-3108

WRITER'S DIRECT DIAL NUMBER
(515) 283-8169
SHENDERSON@NYEMASTER.COM

REPLY TO:
DES MOINES

March 18, 2005

Via FedEx

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

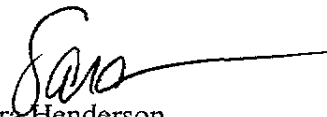
RE: 1260 Tuna Ct., LLC

Dear Sir or Madam:

The enclosed Amended and Restated Articles of Organization for 1260 Tuna Ct., LLC are submitted for filing, along with our firm check no. 075852 in the amount of \$25.00 in payment of filing fees.

Please return all correspondence concerning this matter to me at the above address. If you have any questions, please contact me via e-mail at shenderson@nyemaster.com or telephone at 515/283-8169. I appreciate your assistance.

Very truly yours,


Sara Henderson
Assistant to Rod Kubat

Enclosures

X:\Client\CyHawk_I_LLC\General Corporate\Correspondence\florida dept of state 031705 sh.doc

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
1260 TUNA CT., LLC**

TO THE SECRETARY OF STATE
OF THE STATE OF FLORIDA:

Pursuant to Section 608.411 of the Florida Limited Liability Company Act (the "Florida Act"), 1260 TUNA CT., LLC, amends and restates in their entirety its Articles of Organization filed January 25, 2005, as follows:

FILED
2005 MAR 21 PM 2:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

The name of the limited liability company is 1260 Tuna Ct., LLC (the "Company").

ARTICLE II

The street address of the Company's initial registered office in Florida is 495 Palo Verde Drive, Naples, Florida 34119, and the name of the Company's initial registered agent at that office is Steven C. Stahly.

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

ARTICLE III

The mailing address and street address of the principal office of the Company is 495 Palo Verde Drive, Naples, Florida 34119.

ARTICLE IV

The Company shall have perpetual duration, unless the Company is sooner dissolved in accordance with either the provisions of its Operating Agreement or the Florida Act.

ARTICLE V

The Company shall be a Member-managed Company. No Member's or any other person's act shall bind the Company except as may be expressly authorized by the Operating Agreement of the Company.

ARTICLE VI

A. A Member, managing member or officer of the Company shall not be personally liable to the Company for money damages for any action taken, or any failure to take action, as a Member, managing member or officer of the Company, except for liability arising from a judgment or other final adjudication establishing that the actions or omissions to act of the Member, managing member or officer were material to the cause of action so adjudicated and constitute one of the following: (i) the amount of a financial benefit received by a Member, managing member or officer to which the Member, managing member or officer is not entitled; (ii) an intentional infliction of harm on the Company; (iii) a violation of Section 608.426 of the Florida Act; (iv) a violation of criminal law unless the Member, managing member or officer had no reasonable cause to believe such conduct was unlawful, or (v) willful misconduct or a conscious disregard for the best interest of the Company in a proceeding by or in the right of the Company to procure a judgment in its favor.

B. The personal liability of a Member, managing member or officer of the Company pursuant to this Article VI will not be eliminated or limited for any act or omission occurring prior to the date on which the provisions of this Article become effective. If the Florida Limited Liability Company Act or other applicable law is hereafter amended to authorize the further elimination or limitation of the liability of Member, managing member or officer of the Company, then the liability of a Member, managing member or officer of the Company, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the extent of such amendment, automatically and without any further action, to the maximum extent permitted by law. Any repeal or amendment of this Article by the Member of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability or any other right or protection, of a Member, managing member or officer of the Company with respect to any state of facts existing at or prior to the time of such repeal or modification.

C. Each person who is or was a Member, a managing member or an officer of the Company (and the heirs, executors, personal representatives, administrators, or successors of such person) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Member, managing member or officer of the Company or while a Member, managing member or officer of the Company, is or was serving at the request of the Company as a Member, managing member, director, officer, partner, trustee, employee or agent of another individual, person, limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise or entity ("**Indemnitee**"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment or change, only to the extent that such amendment or change empowers the Company to provide broader indemnification than said law empowered the Company to provide prior to such amendment or change).

D. The right to indemnification conferred in this Article VI shall include the right to payment or reimbursement by the Company of reasonable expenses incurred in connection with any such claim, action, suit or proceeding in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended; provided, however, that the payment or reimbursement of such expenses in advance of the final disposition of such claim, action, suit or proceeding shall be made only upon delivery to the Company of (i) a written undertaking by or on behalf of the Indemnatee to repay all amounts so advanced if it shall ultimately be determined that the Indemnatee is not entitled to be indemnified under this Article VI or otherwise, and (ii) a written affirmation of such Indemnatee's good faith belief that the Indemnatee has met the applicable standard of conduct necessary to require indemnification by the Company pursuant to this Article VI or otherwise.

E. The Company may, by action of the Member, provide indemnification to such of the employees and agents of the Company to such extent as the Member shall determine to be appropriate and authorized by applicable law as the same exists at the time such determination is made.

F. Except only as may be limited by the affirmative requirements of applicable law, as the same exists or may hereafter be amended, the rights and authority conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization or Operating Agreement of the Company, agreement, vote of Member, or otherwise.

G. This Article VI shall be applicable to all claims, actions, suits or proceedings commenced after the effective date hereof, whether arising from acts or omissions occurring before or after the effective date hereof. Each person who is now serving or who shall hereafter is a Member, or who serves as a managing member or officer of the Company shall be deemed to be doing so in reliance upon the rights of indemnification provided for in this Article VI, and such rights of indemnification shall continue as to a person who has ceased to be a Member, managing member or officer, and shall inure to the benefit of their respective heirs, executors, legal or personal representatives, administrators, and successors. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Member, managing member or officer of the Company to the maximum extent permitted by any applicable portion of this Article VI that shall not have been invalidated.

H. The Company may purchase and maintain insurance, at its expense, to protect itself and any person who is or was a Member, managing member, officer, employee or agent of the Company, or while a Member, managing member or officer of the Company, is or was serving at the request of the Company as a managing member, director, officer, partner, trustee, employee or agent of another individual, person, limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise against any liability asserted against such person and incurred by such person in such capacity, or arising out of such person's status as such and whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Article VI, the Florida Act or otherwise. The Company's obligation to make indemnification and pay expenses pursuant to this Article VI shall be in excess of any insurance purchased and maintained by the Company and such insurance shall be primary. To the

extent that indemnity or expenses of the person entitled to indemnification and payment of expenses pursuant to this Article VI are paid on behalf of or to such person by such insurance, such payments shall be deemed to be in satisfaction of the Company's obligation to such person to make indemnification and pay expenses pursuant to this Article VI.

I. The rights of indemnification conferred in this Article VI shall be deemed to be a contract right. Any repeal or amendment of this Article VI by the Members of the Company shall not adversely affect any right or protection of a Member, managing member or officer existing at the time of such repeal or amendment.

These Amended and Restated Articles of Organization have been duly executed by the authorized officer of 1260 TUNA CT., LLC, and are being filed pursuant to Section 608.411 of the Florida Act.

Dated this 1st day of February, 2005.

By:

Steven C. Stahly
Steven C. Stahly, President

SECRETARY
TALLAHASSEE

2005 MAR 21 P 12:01

FILED