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Edward R. Alexander

(Requestor's Name)

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390 North Orange Ave Ste 2300

(Address)

Orlando, FL 32801

(City/State/Zip/Phone #)



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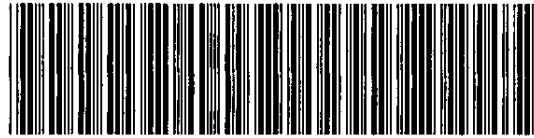
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EXAMINER

LO5-58439

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION  
OF  
STAFF ORLANDO, LLC**

a Florida Limited Liability Company

STAFF ORLANDO, LLC, a Florida Limited Liability Company (the "**Company**"), by and through its Board of Managers, hereby adopts these Amended and Restated Articles of Organization as an amendment to and replacement of its Articles of Organization of January 18, 2006, as hereinafter set forth.

Pursuant to Section 608.411 of the Florida Statutes, the undersigned, being all of the members of the Company, adopted these Amended and Restated Articles of Organization on September 25, 2008. The Articles of Organization of the Company filed on June 13, 2005, as amended, are deleted in their entirety and the following is substituted therefor:

**Article I. Name.**

The name of this limited liability company is:  
STAFF ORLANDO, LLC

**Article II. Principle & Mailing Address.**

The mailing address and the principle address of the limited liability company shall be 43 East Pine Street, Orlando, FL 32801.

**Article III. Business Purpose and Powers.**

The purpose of the limited liability company's operations shall be any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with §608.403 of the Florida Limited Liability Company Act, and the limited liability company shall have all the powers granted a limited liability company under the laws of the State of Florida, in accordance with §608.404, of the Florida Limited Liability Company Act. From time to time the members may provide for a specific business purpose or purposes of the limited liability company and may limit the powers of the limited liability company in its Operating Agreement.

**Article IV. Management.**

Section 4.01 Management of the limited liability company's business and affairs shall be vested in a Board of Managers. Managers may, be need not be, members of the Company.

Section 4.02 As of the date of the filing of these Amended and Restated Articles of Organization, the number of Managers of this Company shall be two (2).

Section 4.03 The number of Managers may be either increased or diminished from time to time by the members in accordance with the Operating Agreement of this Company, but there shall always be at least one Manager.

Section 4.04 Managers, as such, shall receive such compensation for their services, if any, as may be set by the Board of Managers at any annual or special meeting thereof. The Board of Managers may authorize and require the payment of reasonable expenses incurred by Managers in attending meetings of the Board of Managers.

Section 4.05 Nothing in this Article shall be construed to preclude the Managers from serving the Company in any other capacity and receiving compensation therefor.

Section 4.06 Except as set forth in the Operating Agreement, any Manager may be removed from office by the holders of a majority of the membership interests entitled to vote thereon at any annual or special meeting of the members of this Company, for any cause deemed sufficient by such members or for no cause.

Section 4.07 Except as set forth in the Operating Agreement, in case one or more vacancies shall occur in the Board of Managers by reason of death, resignation or otherwise, the vacancies shall be filled by the members of this Company at their next annual meeting or at a special meeting called for the purpose of filling such vacancies; provided, however, any vacancy may be filled by the remaining Managers until the members have acted to fill the vacancy.

#### **Article V. Indemnification.**

Section 5.01 The limited liability company shall indemnify against any liability incurred in any proceeding in which any individual or entity is made a party to the proceeding because he, she or it is or was a manager or member if:

- (A) he, she or it acted and conducted himself in good faith;
- (B) he, she or it reasonably believed:
  - (1) in the case of conduct in his, her or its official capacity, that such conduct was in the best interest of the limited liability company; or
  - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the limited liability company; and
- (C) in the case of any criminal proceeding, he, she or it had no reasonable cause to believe that his conduct was unlawful.

Section 5.02 The limited liability company shall advance the reasonable expenses incurred by a manager or member who is a party to a proceeding if:

- (A) the manager or member furnishes the limited liability company with a written affirmation of his, her or its good-faith belief that he, she or it has met the standard of conduct required for indemnification;

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- (B) the manager or member furnishes the limited liability company with a written undertaking, executed personally by him, her or it, or on his, her or its behalf, to repay the advance if it is determined that he, she or it did not meet such standard of conduct; and
- (C) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Section 5.03 The limited liability company shall indemnify each manager or member who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he, she or it was a party, against reasonable expenses incurred by him, her or it in connection with the proceeding.

Section 5.04 A manager or member who is or was a party to a proceeding as described in this section may apply to the court conducting such proceeding or to another court of competent jurisdiction for indemnification from the Company.

#### **Article VI. Operating Agreement.**

The members may, from time to time, adopt, amend, alter and repeal the Operating Agreements of the Company by the unanimous vote of the members, provided, however, the Operating Agreement and all replacements, amendments and alterations thereto shall, in all cases, be in writing.

#### **Article VII. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Company Property.**

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the limited liability company shall be valid and binding upon the limited liability company only if they are executed by the members of the Board of Managers; provided, however, the members of the Board of Managers may, in writing and in accordance with these Articles of Organization and the Operating Agreement of the Company, authorize one or more managers to execute such documents.

#### **Article VIII. Meetings of the members.**

Annual and special meetings of the members shall be held at such time as may be stated or fixed in accordance with the Operating Agreement of the limited liability company, but in no event less than every thirteen months. Failure to hold the annual meeting shall not work as a forfeiture or dissolution of the limited liability company.

#### **Article IX. Voting.**

Except as set forth in an Operating Agreement, which may grant to all or a special group of members the right to consent, vote or agree on a per capita or other basis upon any matter, the members shall vote in accordance with their membership interest in the limited liability company. Unless the Operating Agreement provides otherwise, a member may vote by proxy or in person.

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Unless otherwise provided in these Articles of Organization or the Operating Agreement, a majority of the members, by percentage membership interest, entitled to vote shall constitute a quorum at the meeting of members. If a quorum is present, the affirmative vote of a majority of the members, by percentage membership interest, represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater proportion or number or voting by classes is required by these Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

#### **Article X. Action by members without a Meeting.**

Unless the Operating Agreement provides otherwise, any action required by law, the Operating Agreement, or the Articles of Organization of the limited liability company to be taken at any annual or special meeting of members of the limited liability company, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members, by percentage membership interest, having not less than a minimum percentage membership interest in the limited liability company that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. If any class of members is entitled to vote thereon as a class, such written consent shall be required of the members, by percentage membership interest, of each class of members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

#### **Article XI. Liability of members.**

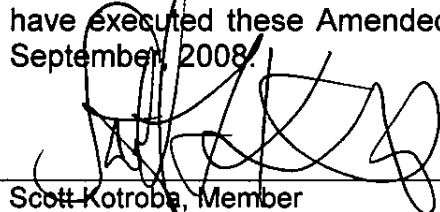
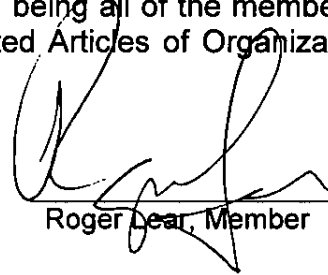
The Members of the Company shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the Company. A Member of the Company is liable to the Company only for the difference, if any, between the amount of the Member's contributions to capital which have been actually made and the amount which is: (A) stated in these Articles of Organization; or (B) a contract to which such Member is a party and which obligates such Member to make a contribution, at the time and on the conditions stated in such contract.

#### **Article XII. Transferability of member's Interest and Withdrawal.**

The membership interests of the Members of the Company may be transferred or assigned only as provided in, and in accordance with, the Operating Agreement; provided, however, no transferee or assignee of any membership interest shall have the right to participate in the management of the Company or to become a Member unless the percentage of Members required by the Operating Agreement to admit a new member, without regard to the vote of the Member making transfer or assignment, in their sole and absolute discretion admits such transferee or assignee as a member. Unless approved in the foregoing manner, a transferee or assignee of a membership interest shall only be entitled to receive the share of profits or losses and the return of the contributions, if any, to which the transferring or assigning Member would otherwise

have been entitled. No Member shall be entitled to withdraw from the Company except in the manner expressly set forth in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Company, have executed these Amended and Restated Articles of Organization this 25<sup>th</sup> day of September, 2008.

  
\_\_\_\_\_  
Scott Kotroba, Member  
\_\_\_\_\_  
Roger Lear, Member

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