

LOS000096017

(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:

Office Use Only



300059790983

09/23/05--01025--022 \*\*155.UU

05 SEP 23 PM 1:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

J. Shivers SEP 29 2005

LAW OFFICE  
**ROBERT E. O'CONNELL, P.A.**  
2500 NORTH MILITARY TRAIL, SUITE 220  
BOCA RATON, FLORIDA 33431

reo@reo-law.com

ROBERT E. O'CONNELL, ESQ.\*  
MICHELLE I. REICHLER, ESQ.

TELEPHONE (561) 999-3250  
TELECOPIER (561) 999-3249

\*Board Certified-Aviation Law

September 20, 2005

Registration Section  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314

**RE: Articles of Organization of "Yamato Bonehead, LLC"**

Dear Sir or Madam:

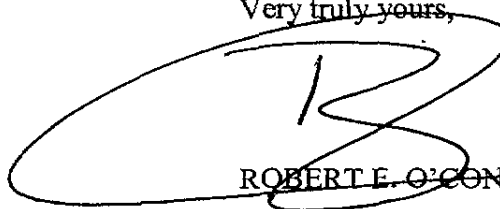
Enclosed herewith, for filing, please find the Articles of Organization of Yamato Bonehead, LLC along with a check in the amount of \$155.00 to cover the cost of the filing fee, designation of registered agent and certified copy.

Please return all correspondence concerning this matter to the following:

Robert E. O'Connell, Esquire  
Robert E. O'Connell, P.A.  
2500 North Military Trail  
Suite 220  
Boca Raton, Florida 33431

For further information concerning this matter, please call: 561-999-3250.

Very truly yours,



ROBERT E. O'CONNELL, ESQ.

REO/jw  
Enclosure(s)  
Check #4920 made payable to the Florida Department of State

FILED  
05 SEP 23 PM 1:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION**  
**OF**  
**YAMATO BONEHEAD, LLC**  
**A Florida Limited Liability Company**

---

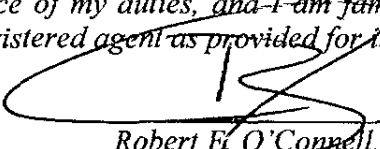
**ARTICLE I**  
**NAME**

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

**ARTICLE II**  
**PRINCIPAL OFFICE AND REGISTERED AGENT**

The principal office of the Company both physically and for mail purposes is at 9291 Glades Road, Suite 301, Boca Raton, FL 33434. The Company's registered agent is Robert E. O'Connell, Esq., whose office is located at 2500 North Military Trail, Suite 220, Boca Raton, FL 33431.

*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, Florida Statutes.*

  
Robert E. O'Connell, Esq. as registered agent

**ARTICLE III**  
**DURATION**

The Company is to exist perpetually, unless dissolved earlier.

FILED  
05 SEP 23 PM 1:58  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

#### **ARTICLE IV ORGANIZER**

The organizer of the Company is IT'S OUR PLEASURE TO SERVE YOU, LLC, a Florida Limited Liability Company, by and through Frank M. Fawzi, a natural person who is at least eighteen (18) years old, and who is an officer of and authorized to act on behalf of OUR PLEASURE TO SERVE YOU, LLC.

#### **ARTICLE V PURPOSE AND POWERS**

This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose.

#### **ARTICLE VI MANAGEMENT BY MANAGER**

##### **Section 6.01 Designation of Manager**

(a) Single Manager. The Company will be managed by a manager, Frank M. Fawzi, an officer of IT'S OUR PLEASURE TO SERVE YOU, LLC, who will serve until either removal by the members or resignation.

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

(i) a vote of members holding more than fifty percent (50%) 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

(ii) written consent of members holding more than fifty percent (50%) 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. If the operating agreement does not specify a means of giving notice, the manager must give notice by a means sufficient under §608.463, Florida Statutes. 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 may be managed by an interim manager chosen with the unanimous consent of the members, until the members choose a replacement manager as provided in Section 6.01(e).

(e) Replacement Manager. The members will elect a replacement manager at a properly scheduled meeting of the members. The vote of members holding more than fifty percent (50%) 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 6.01(b)(i), 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 6.02 Authority of the Manager**

Unless otherwise specified in the operating agreement, 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.

#### **Section 6.03 Non-liability 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 §608.4227 and §608.4228, Florida Statutes. 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. No amendment or repeal of this section affects any liability or alleged liability of the Manager for any acts, omissions, or conduct that occurred prior to the amendment or repeal.

#### **Section 6.04 No Authority of Members**

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

### **ARTICLE VII IDENTIFICATION OF MANAGER**

The name and address of the managing member, ("MGRM") of the Company is:

FRANK M. FAWZI, in his capacity as an officer of  
IT'S OUR PLEASURE TO SERVE YOU, LLC,  
9291 GLADES ROAD, SUITE 301  
BOCA RATON, FLORIDA 33434

### **ARTICLE VIII CONTRIBUTIONS**

#### **Section 8.01 Contributions Made**

The members in the aggregate have contributed to the Company the following property:

Cash, equipment, furniture, technology and personnel.

**ARTICLE IX  
ADMISSION OF NEW MEMBERS**

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

**ARTICLE X  
DISSOLUTION**

**Section 10.01 Dissolution Upon the Occurrence of Specified Events**

The occurrence of any of the following events or conditions will cause the Company to dissolve automatically:

(a) Upon the occurrence of events specified in these articles of organization or the operating agreement;

(b) Unless otherwise provided in these articles of organization or the operating agreement, upon the written consent of all of the members of the Company;

(c) At any time there are no members; however, unless otherwise provided in these articles of organization or the operating agreement, the Company is not dissolved and is not required to be wound up if, within ninety (90) days, or such other period as provided in these articles of organization or the operating agreement, after the occurrence of the event that terminated the continued membership of the last remaining member, the personal or other legal representative of the last remaining member agrees in writing to continue the Company and agrees to the admission of the personal representative of such member or its nominee or designee to the Company as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member; or,

(d) Unless otherwise provided in these articles of organization or the operating agreement, on application by or for a member, a circuit court may order dissolution of the Company if it is established by a preponderance of the evidence that it is not reasonably practicable to carry on the business of the Company in conformity with these articles of organization or the operating agreement.

Following the occurrence of any of the events specified in this section, which cause the dissolution of the Company, the Company shall deliver articles of dissolution to the Department of State for filing.

#### **Section 10.02 Dissolution and Dissolution Avoidance Following the Dissociation of a Member**

(a) Dissociation Defined. "Dissociation of a member" or "dissociation" occurs when the Company has notice or knowledge of an event that has terminated a member's continued membership in the Company.

##### (b) Means of Avoiding Dissolution Following Member Dissociation.

(i) To avoid dissolution under this Section 10.02(b), the Company must have at least one remaining member.

(ii) In addition to any means for avoiding dissolution provided by statute, dissolution is avoided upon the dissociation of a member if, within thirty (30) days of the dissociation, consent to avoid dissolution is obtained from a majority in interest of the remaining members. The consent may be by vote, at a properly called member meeting, or in writing.

### **ARTICLE XI RELATIONSHIP OF ARTICLES OF ORGANIZATION TO OPERATING AGREEMENT**

If a provision of these articles of organization differs from a provision of the Company's operating agreement, then, to the extent allowed by law, the operating agreement will govern.

### **ARTICLE XII INDEMNIFICATION**

#### **Section 12.01 Definitions**

For purposes of this article, the terms defined in this section have the meanings given them.



(a) "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 the transaction.

(b) "Official capacity" means (i) with respect to a manager, the position of manager in the Company, (ii) 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 Management Committee, if any, or the efforts undertaken by a Member of the Company who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company, and (iii) with respect to a manager, member 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.

(c) "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.

(d) "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 Management Committee, if any, employee, or agent whose indemnification is in issue.

## **Section 12.02 Mandatory Indemnification; Standard**

(a) The Company will 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 with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney 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:

- (i) 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 attorney fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

- (ii) acted in good faith;

- (iii) received no improper personal benefit;

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

- (v) in the case of acts or omissions occurring in the official capacity described in Section 12.01(b)(i) or Section 12.01 (b)(ii), 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 12.01(b)(iii), 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, or 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 12.02.

### **Section 12.03 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 attorney 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 12.02 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 paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

#### **Section 12.04 Reimbursement to Witness**

Subject to the qualification under the standards described in Section 12.02, the Company will reimburse expenses, including attorney 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.

#### **Section 12.05 Determination of Eligibility**

(a) All determinations as to whether indemnification of a person is required because the criteria stated in Section 12.02 have been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 12.03 will be made:

(i) by the manager, who is not at the time a party to the proceeding;

(ii) if the manager is at the time a party to the proceeding, then by special legal counsel, selected by the manager;

(iii) if a determination is not made under clauses (i) or (ii), by the members, excluding the votes held by parties to the proceedings; or

(iv) if an adverse determination is made under clauses (i) through (iii) or under paragraph (b), or if no determination is made under clauses (i) through (iii) or under paragraph (b), within sixty (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 the state of Florida, which may be the same court in which the proceeding involving the person's liability is taking or has taken 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 12.02 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 12.03 may be made by the manager.

#### **Section 12.06 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 12.07 Disclosure**

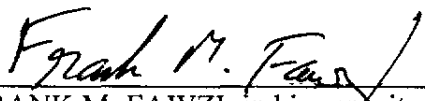
The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the Required Records.

**Section 12.08 Discretionary Indemnification of Others**

Nothing in this Article XII limits the ability of the Management Committee to cause the Company to indemnify any person or entity not described in this Article XII pursuant to and to the extent described in, an agreement authorized by an act of the manager.

Executed this 15<sup>th</sup> day of September 2005.

**BY:**

  
\_\_\_\_\_  
FRANK M. FAWZI, in his capacity as an officer of  
IT'S OUR PLEASURE TO SERVE YOU, LLC, "MGRM"

FILED  
05 SEP 23 PM 1:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA