

# L05000097709

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(Requestor's Name)

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(City/State/Zip/Phone #)

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PICK-UP

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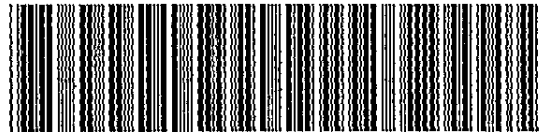
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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05 OCT -3 PM 3:46  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Burch OCT 04 2005

## COVER LETTER

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Carefree Living Products, LLC  
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jane O. Pruitt

(Name of Person)

Kaufman & Canoles PC

(Firm/Company)

150 West Main Street, Suite 2100

(Address)

Norfolk, VA 23510

(City/State and Zip Code)

For further information concerning this matter, please call:

Jane O. Pruitt

(Name of Person)

at ( 757 )

624-3351

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee    ☐ \$130.00 Filing Fee & Certificate of Status    ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed)    ☒ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

**Mailing Address**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street/Courier Address**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**ARTICLES OF ORGANIZATION FOR FLORIDA  
LIMITED LIABILITY COMPANY**

**ARTICLE I  
NAME**

The name of the Limited Liability Company is:

Carefree Living Products, LLC

**ARTICLE II  
ADDRESS**

The mailing address and street address of the principal office of the Limited Liability Company is:

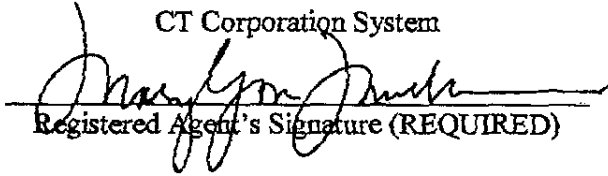
1467 Railhead Boulevard  
Naples, Florida 34110

**ARTICLE III  
REGISTERED AGENT AND REGISTERED OFFICE**

CT Corporation System  
1200 South Pine Island Road  
Plantation, Florida 33324

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..

CT Corporation System

  
Registered Agent's Signature (REQUIRED)

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TALLAHASSEE, FLORIDA

**ARTICLE IV**  
**PURPOSE**

The purpose for which the Limited Liability Company is formed is to engage in any lawful acts or activities for which limited liability companies may be formed under Chapter 608 of the Statutes of the State of Florida.

**ARTICLE V**  
**DURATION**

The Limited Liability Company shall exist perpetually unless dissolved according to law.

**ARTICLE VI**  
**MANAGEMENT**

The Limited Liability Company is to be managed by its members and is, therefore, a member-managed company. The name and address of the sole member is:

Summit Home Respiratory Services, Inc.  
1467 Railhead Boulevard  
Naples, Florida 34110

**ARTICLE VII**  
**ADMISSION OF ADDITIONAL MEMBERS**

New members may be admitted only in accordance with the terms and conditions of the Company's Operating Agreement in effect from time to time.

**ARTICLE VIII**  
**MEMBERS' RIGHTS TO CONTINUE BUSINESS**

The remaining members of the limited liability company shall have the right to continue the business of the limited liability company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event which would ordinarily terminate the continued existence of the limited liability company.

**ARTICLE IX**  
**INDEMNIFICATION**

(A) The Company shall indemnify any person who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is or was a member, managing member or employee of the Company, or

is or was serving at the request of the company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suite or proceeding, if he or she acted in good faith and in a manner which he or she reasonable believed to be in, or at least not opposed to, the best interests of the company, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least no opposed to the best interests of the company.

(B) The foregoing indemnification shall not apply in the case of an action, suit or proceeding instituted by one or more members of the company, if the claim, matter or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence of misconduct of the member(s) seeking indemnification; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitle to indemnification with respect to such expenses, judgments, decrees, fines, penalties and amounts paid in settlement as determined by the court.

(C) Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative or investigative action, suite or proceeding (including all appeals) or threat thereof, may be paid by the company in advance of the final disposition of such action, suit or proceeding as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the company.

**ARTICLE X**  
**EFFECTIVE DATE**

The effective date of the Limited Liability Company shall be the date of filing.

A handwritten signature in black ink, appearing to read 'J. Pruden', is written over a horizontal line.

Jonathan E. Pruden, Authorized Agent