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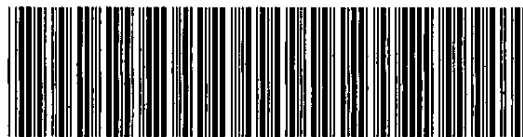
(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

D. BRUCE
SEP 11 2008
EXAMINER

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Two Towers, LLC
(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to the following:

Jeffrey S. Kaufman, Jr., Esq.

(Name of Person)

Two Towers, LLC

(Firm/Company)

151 Wymore Rd., Ste. 2100

(Address)

Altamonte Springs, FL 32714

(City/State and Zip Code)

For further information concerning this matter, please call:

Leivy Roche

(Name of Person)

at (407) 513-1900 x7160

(Area Code & Daytime Telephone Number)

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Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☒ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 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

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
FOR TWO TOWERS, LLC**

**ARTICLE I
FORMATION OF LIMITED LIABILITY COMPANY**

1. Formation of LLC. The Parties have formed a Florida limited liability company named Two Towers, LLC ("LLC"). The operation of the LLC shall be governed by the terms of these Articles of Organization and the applicable laws of the State of Florida relating to the formation, operation and taxation of a LLC, specifically the provisions of the Florida Limited Liability Company Act (Florida Statutes, Title XXXVI, Chapter 608), hereinafter referred to as the "Act". To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between such Law and this Agreement.

The Parties intend that the LLC shall be taxed as a partnership for federal tax purposes, and shall otherwise be a pass-through entity. Any provisions of this Agreement, if any, that may cause the LLC not to be taxed as a partnership for tax purposes shall be inoperative so as to preserve the classification of the LLC as a pass-through entity.

2. Articles of Organization. The undersigned, constituting the original Members and the Managers of the LLC hereby adopt this document as the Amended and Restated Articles of Organization, ("Articles") to modify those Articles which were filed with the Florida Department of State on November 4, 2005, and assigned document number L05000107903, and hereby restate and amend the Articles of Organization. The effective date of this Amendment and Restatement for all purposes with reference to the law and conduct of the LLC is January 1, 2008.

3. Business. The business of the LLC shall be as follows: The LLC may engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the LLC may do business. The LLC shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Agreement. The LLC exists only for the purpose specified in this Agreement, and may not conduct any other business without the unanimous consent of the Member-Managers. The authority granted to the Member-Managers hereunder to bind the Company shall be limited to actions necessary or convenient to this business.

4. Registered Office and Registered Agent. The registered office and place of business of the LLC shall be 151 Wymore Road, Ste. 2100, Altamonte Springs, FL 32714, and the registered agent at such office shall be Jeffrey S. Kaufman. The Members may change the registered office and/or registered agent from time to time.

5. Duration. The LLC will continue in perpetuity.

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6. Fiscal Year. The LLC's fiscal and tax year shall end December 31.

ARTICLE II VOTING AND NON-VOTING MEMBERS

7. Voting Members. Upon execution hereof, all Members are voting Members, constituting those Members as of January 1, 2008, all of whom have been approved by the original Members. The parties hereby authorize non-voting Member interests which may be issued in the future upon approval of a 70% in interest vote of the voting Members upon such terms as may be so approved, with the non-voting Member interests having all of the same rights as voting Member interests, except that the non-voting Member interests shall have no right to vote whatsoever, except to the extent required by Florida law.

8. Additional Members. Additional Members may be admitted based upon a 70% in interest vote of the then existing voting Members, with additional Members receiving voting stock or non-voting stock as determined appropriate by a 70% in interest vote of the voting Members. Additional Members will have all rights and responsibilities set forth in the Articles, and as otherwise determined by Operating Agreement or otherwise by and between the LLC and the Members.

ARTICLE III MANAGEMENT

9. The Members hereby delegate the management of the LLC to Manager(s), subject to the limitations set out in this Agreement.

- (a) The Members shall elect and may remove the Manager(s) by majority vote.
- (b) A Manager shall serve until a successor is elected by the Members.
- (c) The Manager(s) shall have the authority to take all necessary and proper actions in order to conduct the business of the LLC.
- (d) Except for decisions concerning distributions, any Manager can take any appropriate action on behalf of the LLC, including, but not limited to, signing checks, executing leases, and signing loan documents.
- (e) In determining the timing and total amount of distributions to the Members, the action of the Manager shall be based on a majority vote of the Managers, with or without a meeting.

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(f) The compensation to the Manager(s) shall be in the discretion of the majority of the Members of the LLC.

(g) There were three initial Managers who continue to be the sole Managers, and they are as follows:

1. Jeffrey Sanford Kaufman
2. Matthew Shane Englett
3. Craig Ronald Lynd

Each Member or any group of Members controlling one-third or more of the voting Member interests in the LLC shall have the right to replace any Manager who has been selected by such Member. At present, each one-third Member has selected one of the above-referenced Managers as have been identified by the Members.

ARTICLE IV CONTRIBUTIONS, PROFITS, LOSSES, AND DISTRIBUTIONS

10. Interest of Members. Each Member shall own a percentage interest (sometimes referred to as a share) in the LLC as agreed to by and between the Member or Members and the LLC.

11. Contributions. The initial contributions and initial percentage interest of the Members shall be as agreed to by and between the LLC and the Members.

12. Additional Contributions. Only a majority of the Members of the LLC may call on the Members to make additional cash contributions as may be necessary to carry on the LLC's business. The amount of any additional cash contribution shall be based on the Member's then existing percentage interest. To the extent a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interests at that time, and the percentage interest of each Member will be adjusted accordingly.

13. Record of Contributions/Percentage Interests. This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.

14. Profits and Losses. The profits and losses and all other tax attributes of the LLC shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

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15. Distributions. Distributions of cash or other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times as determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interests in the LLC.

16. Chance in Interests. If during any year there is a change in a Member's percentage interest, the Member's share of profits and losses and distributions in that year shall be determined under a method which takes into account the varying interests during the year.

ARTICLE V VOTING; CONSENT TO ACTION

17. Voting by Members. Members shall be entitled to vote on all matters which provide for a vote of the Members in accordance with each Member's percentage of voting membership interest in the LLC.

Unless explicitly stated to the contrary, non-voting membership interests shall not have the right to vote or approve company action.

18. Majority Required. Except as otherwise required, a majority of the Members, based upon the percentage ownership of voting membership interest, is required for any action.

19. Meetings - Written Consent. Action of the Members may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the Members. Action without a meeting may be evidenced by a written consent signed by a majority of the Members.

20. Meetings. Meetings of the Members may be called by any Member owning 10% or more of the LLC, or, if Managers were selected, by any Manager of the LLC.

21. Majority Defined. As used throughout this agreement the term "Majority of the Members" shall mean a majority of the voting membership interest of the LLC as determined by the records of the LLC on the date of the action.

ARTICLE VI MEMBERS INTEREST TERMINATED

22. Termination of Membership. A Member's interest in the LLC shall cease upon the occurrence of one or more of the following events:

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(a) A Member provided notice of withdrawal to the LLC thirty (30) days in advance of the withdrawal date.

(b) A Member assigns all of his/her interest to a qualified third party. Assignment is not permitted absent consent of a majority of the members. See Article VII as to issue of Transfer.

(c) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.

(d) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(e) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members.

(f) If within ninety (90) days after the appointment, without a member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the member's properties, said appointment is not vacated or within ninety (90) days after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.

23. Effect of Dissociation. Any dissociated Member shall not be entitled to receive the fair value of his LLC interest solely by virtue of his dissociation.

**ARTICLE VII
RESTRICTIONS ON TRANSFERABILITY OF LLC INTEREST;
SET PRICE FOR LLC INTEREST**

24. LLC Interest. The LLC interest is personal property. A Member has no interest in property owned by the LLC.

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25. Encumbrance. A Member can encumber his LLC interest by a security interest or other form of collateral only with the consent of a majority of the other Members. Such consent shall only be given if the proceeds of the encumbrance are contributed to the LLC to respond to a cash call of the LLC.

26. Transfer of Interest. A Member may sell, assign, transfer, or otherwise dispose of his LLC interest upon the unanimous written approval of the then current Members who own voting membership interests in the LLC. Any and all transfers, assignments, or other dispositions of an LLC interest, past or present, which are approved in writing by all Members who own voting membership interests, are permitted and shall take effect upon the transfer, assignment, or other disposition of such LLC interest, even if formal approval has occurred only after such transfer has transpired. Absent unanimous consent, however, transfers may only be approved by a 70% majority in voting Member interests of the voting Members after 10 days' written notice has been given to all Members of the transfer in question.

ARTICLE VIII DISSOLUTION

27. Termination of LLC. The LLC will be dissolved and its affairs must be wound up only upon the written consent of a majority of the Members.

28. Final Distributions. Upon the winding up of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities; and (c) to Members first for the return of their contributions and secondly for their share of the profits and losses, in the proportions in which the Members share in the profits and losses.

ARTICLE IX TAX MATTERS

29. Capital Accounts. Capital accounts shall be maintained consistent with Internal Revenue Code § 704 and the regulations thereunder. Such capital accounts, and adjustments and allocations thereto shall be made in accordance with the requirements and obligations of Internal Revenue Code § 704 and the regulations thereunder so as to preserve classification of the LLC as a partnership for tax purposes.

30. Tax Matters Partner. The Members hereby designate Matthew S. Englett as the "tax matters partner" for purposes of representing the LLC before the Internal Revenue Service if necessary.

31. Taxation Election. The Members elect that the LLC be taxed as a partnership.

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32. Pass Through Taxation. The members of the LLC recognize that the LLC, taxed as a partnership, will be taxed as a pass through entity.

ARTICLE X MISCELLANEOUS PROVISIONS

33. Amendment. Except as otherwise provided in this Agreement any amendment to this Agreement may be proposed by a Member. Unless waived by the Members, the proposing Member shall submit to the Members any such proposed amendment together with the recommendation of the Member as to its adoption.

34. Approval of Amendment. A proposed amendment shall become effective at such time as it has been approved in writing by a majority in interest of the voting Members. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement. Each voting Member shall have a fiduciary duty to pass amendments in the common interest of the LLC and all Members.

35. Applicable Law. To the extent permitted by law, this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

36. Pronouns Etc. References to a Member or Member-Managers, including the use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

37. Counterparts. This instrument may be executed in any number of counterparts, each of which shall be considered an original.

38. Specific Performance. Each Member agrees with the other Members that if the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

39. Further Action. Each Member, upon the request of the LLC, agrees to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

40. Method of Notices. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the

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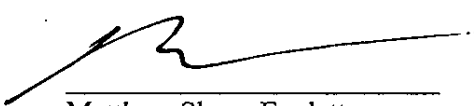
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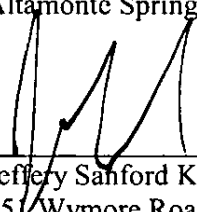
LLC at its place of business or to a Member as set forth on the Member's signature page of this Agreement (except that any Member may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail.

41. Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.

42. Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the parties below, having been authorized to act as the Managers by unanimous consent of the Members to facilitate this Amendment and Restatement, have executed this Agreement as of the 4th day of September, 2008, as effective January 1, 2008.


Matthew Shane Englett
151 Wymore Road
Suite 2100
Altamonte Springs, FL 32714

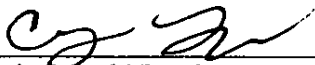

Jeffery Sanford Kaufman
151 Wymore Road
Suite 2100
Altamonte Springs, FL 32714


Witness

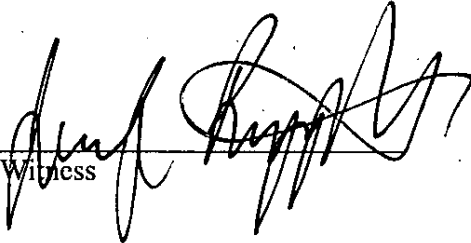

Witness

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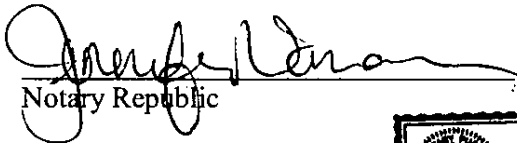
Craig Ronald Lynd
151 Wymore Road
Suite 2100
Altamonte Springs, FL 32714



Witness

STATE OF FLORIDA
COUNTY OF SEMINOLE

On this 4th day of September, 2008, before me personally appeared Matthew Shane Englett, Craig Ronald Lynd, Jeffery Sanford Kaufman known to me to be the persons described in and who executed the forgoing instrument and acknowledged that they executed the same as their own free act and deed.



Notary Republic

My Commission Expires: _____



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an*kl 9/3/08

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WRITTEN ACCEPTANCE BY REGISTERED AGENT

I, Jeffery S. Kaufman, hereby am familiar with and accept the duties and responsibilities as registered agent for Two Towers, LLC.



Jeffery S. Kaufman

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