

Division of Corporations

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Florida Department of State
Division of Corporations
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AMENDED AND RESTATED ARTICLES OF ORGANIZATION For a Domestic Limited Liability Company

Pursuant to the laws of the State of Florida, to wit Chapter 605, Florida Statutes, the undersigned executes the following articles for purposes of amending and restating all articles now existing for the limited liability company described in Article I, below, (the "Company").

ARTICLE I

The name of the limited liability company is **Powerhouse Nutrition, LLC**
Florida Secretary of State Document Number
L11000126609

ARTICLE II

The principal office will be located at
893 Vanderbilt Beach Rd.
Naples, FL 34108

The mailing address is
893 Vanderbilt Beach Rd.
Naples, FL 34108

ARTICLE III

The initial registered agent is
PFP Corporate Services LLC, a Florida
limited liability company

Service of process may be made on the
registered agent at
Islander Center
2407 Periwinkle Way, Suite 6
Sanibel, Florida 33957

ARTICLE IV

The Company may engage in any activity permitted by the *Florida Revised Limited Liability Act*, as well as the other laws of the State of Florida, subject always to limitations of all other jurisdictions in which the Company acts when acting within those jurisdictions.

ARTICLE V

This article controls all contradictory provisions of the other articles, if any. The Company may adopt an operating agreement that conforms to these articles by unanimous consent of the Company's members at the time of adoption ("**Operating Agreement**"). The Operating Agreement may not contravene any of these articles. Each Operating Agreement section, subsection or paragraph that cannot reasonably be construed to conform to these articles is stricken as if it had never been adopted into the Operating Agreement so that the Operating Agreement does not contravene these articles. The Operating Agreement may address matters these articles do not specifically preclude, and the members may amend the Operating Agreement according to the Operating Agreement's terms.

No reference in these articles to the members' rights to incorporate or provide for certain rights, duties, preferences, limitations, conditions, elections or other clauses in the Operating Agreement (by phrases like "as otherwise provided in the Operating Agreement", "as expressed in the Operating Agreement", or "in accordance with the Operating Agreement") allows any of those clauses to otherwise contravene any of these articles or the *Florida Revised Limited Liability Company Act* ("**Governing Documents**" refers to the *Florida Revised Limited Liability Company Act*, these articles, and the Operating Agreement, collectively).

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ARTICLE VI

Upon the majority vote, or written, affirmative consent, of all of the Company's members, the members will appoint at least 1, but no more than 2, corporeal persons to direct the Company's activities in accordance with the Governing Documents (each a "Manager"). The Company's members may remove any Manager at any time in accordance with the Governing Documents. The Company's members may be (or may become) Manager's (and vice versa). No Manager has any rights other than those expressly stated in (or allowed by) the Governing Documents, unless a particular Manager is also a member or also holds another office related to the Company, but those rights or preferences only relate to the Manager strictly in those capacities.

ARTICLE VII

The Company's membership interests may be limited in that all membership interests, including every right in or to the membership interests, may be subject to the Company's or the members' rights of first refusal if expressed in the Governing Documents.

Pursuant to any offering the Company makes, each member will have preemptive rights to purchase membership interests in cash pro rata based on the member's membership interest in proportion to the collective membership interests of all the members prior to the offering, except when admitting new members by unanimous vote.

Members may not separately alienate rights contained within membership interests, except as expressed in the Operating Agreement.

The members, by a unanimous vote, may include mandatory cash call provisions in the Operating Agreement.

The membership interests will have no other

limitations other than those specifically mandated by the *Florida Revised Limited Liability Company Act* or as expressed in these articles or the Operating Agreement.

ARTICLE VIII

The Company will distribute to the Company's members, prior to the 15th calendar day of the calendar month following the close of each calendar quarter, or as soon thereafter as possible ("Tax Distribution Date") the amount that the Company will distribute to the members pro rata based on each member's membership interest in proportion to the collective membership interests of all the members on each Tax Distribution Date. The amount the Company will distribute to all of the members on each Tax Distribution Date must be the lesser of:

- the "Ordinary business income (loss)," as defined by and calculated in accordance with the *Internal Revenue Code of 1986, as amended, ("IRC")* on Department of the Treasury, Internal Revenue Service Form 1065, U.S. Return of Partnership Income multiplied by the highest income tax rate set forth in *IRC 1* (but in no event less than \$0.00); or
- 50% of the lesser of:
 - the net change in the Company's cash balances during a calendar quarter calculated in accordance with generally accepted accounting principles; or
 - the Company's cash balances at the end of a calendar quarter, less reasonable reserves for working capital and projected cash requirements, including projected expenses and contingent liabilities, but not including capital investments and reinvestments that are not

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necessary to the Company as a going concern, all calculated in accordance with generally accepted accounting principles as limited by the IRC.

The members may forego or reduce the distribution for any particular Tax Distribution Date upon a unanimous vote taken within 90 calendar days of that particular Tax Distribution Date, but this Article's distribution requirements will never be waived, estopped or otherwise altered by any preceding election to forego or reduce a distribution.

The members may, by a majority vote, compel the Company to make distributions of specified amounts and property, and at specified times.

No member may receive capital contributions, distributions, or any other thing of value in the Company's care, custody or control for any reason, whether or not originally belonging to, or in the possession of, that member, except as expressed in these articles or the Operating Agreement.

ARTICLE IX

The Company will exist in perpetuity unless dissolved pursuant to the *Florida Revised Limited Liability Company Act* or as expressed in the Operating Agreement.

ARTICLE X

The Company will clearly stamp all documents evidencing the Company's membership interests with legends indicating that the membership interests are issued subject to certain restrictions on transferability as stated in these articles or

the Operating Agreement, in reliance upon the existence of certain exemptions from federal and state securities laws, and with other rights, limitations, preferences and elections as expressed in these articles or the Operating Agreement.

ARTICLE XI

The Company's members may admit additional members to the Company upon the written consent of the members representing a majority of the Company's membership interests.

ARTICLE XII

The Company's members may amend, supersede or repeal these articles, but only upon the unanimous vote, or written, affirmative consent, of all of the members, except that members may amend, supersede or repeal Article II or Article III upon the majority vote, or written, affirmative consent, of all of the members. The Company's managers may not amend, supersede or repeal any of these articles.

ARTICLE XIII

Upon filing these articles with the Florida Department of State, Division of Corporations, all articles predating these 13 articles incorporated into this document entitled "Amended and Restated Articles of Organization For a Domestic Limited Liability Company" are repealed and superseded in their entirety and have no further application or effect, except as required under the *Florida Revised Limited Liability Company Act* or these 13 articles.

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ACKNOWLEDGMENT

Except to the extent I have done so in writing and with knowledge, I, the Company's authorized representative, executes these articles on this day without personally assuming or ratifying any contracts or promises made on the Company's behalf by any person or entity prior to this date, if any.



Abdul Bhagani
Managing Member and sole Manager

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**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT OF
Powerhouse Nutrition, LLC**

The undersigned hereby accepts the appointment as registered agent as designated in the attached articles. The undersigned is familiar with and accepts the obligations mandated by Chapter 605, Florida Statutes that are associated with the appointment.

PFP Corporate Services LLC
a Florida limited liability company

By: 

Deborah A. Miller, Its Manager

14 February 2014

State of Florida)

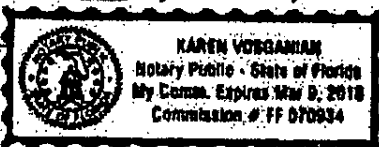
County of Lee)

I hereby certify that before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Deborah A. Miller, Manager of PFP Corporate Services LLC, on behalf of PFP Corporate Services LLC, and she is known to me to be the person who executed this Acceptance of Appointment as Registered Agent.

Witness my hand and official seal this 14 day of February 2014.

Notary: 

Karen Vosganian



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Powerhouse Nutrition, LLC

The Initial Managers of the limited liability company named above are:

ABDUL BHEGANI

In accordance with the *Florida Revised Limited Liability Company Act*, the limited liability company's articles of organization, and the limited liability company's operating agreement, these Initial Managers may be removed from office and other persons may be appointed as Managers.

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