

Division of Corporations

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Florida Department of State
Division of Corporations
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FLORIDA LIMITED LIABILITY CO.
Warning Track LLC

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**ARTICLES OF ORGANIZATION
For a Domestic Limited Liability Company**

Pursuant to the laws of the State of Florida, to wit Chapter 608, Florida Statutes, the undersigned executes the following articles ("Articles") for purposes of forming a limited liability company ("the Company"):

ARTICLE I

The name of the limited liability company is:

Warning Track LLC

ARTICLE II

The principal office shall be located at
**2407 Perwinde Way, Suite 6
Sanibel, Florida 33957**

The mailing address is
**2407 Perwinde Way, Suite 6
Sanibel, Florida 33957**

ARTICLE III

The initial registered agent is
PEP Corporate Services LLC

Service of process may be made on the registered agent at
**2407 Perwinde Way, Unit 6, in the City of Sanibel, County of Lee, State of Florida,
with the postal zip code being 33957.**

ARTICLE IV

The Company may engage in any activity permitted by the Florida Limited Liability Company 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.

ARTICLE V

The Company shall adopt an operating agreement that conforms to these Articles by unanimous consent of the initial members ("Operating Agreement"). The Operating Agreement shall always be construed to conform to these Articles or, if any paragraph or section of the Operating Agreement cannot be reasonably construed to conform to these Articles, each offensive paragraph and/or section of the Operating Agreement shall be stricken as if it had never been adopted into the Operating Agreement so that the Operating Agreement conforms to these Articles. The Operating Agreement shall otherwise be amendable and may address matters the Articles do not specifically preclude. This Article controls all contradictory provisions of the other Articles, if any.

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ARTICLE VI

The Company shall act under the direction of the members (each a "Member"), always pursuant to these Articles and the Operating Agreement.

ARTICLE VII

Except as provided in the Operating Agreement, the membership interests may be further limited in that all membership interests, including every portion thereof, may be subject to the Company's or the Members' rights of first refusal as expressed in the Operating Agreement.

The membership interests shall have no other limitations other than those specifically mandated by the *Florida Limited Liability Company Act* or as specified in these Articles or the Operating Agreement.

ARTICLE VIII

The Company will distribute to the Members, prior to the fifteenth (15th) day of the calendar month following the close of each calendar quarter, or as soon thereafter as possible as in accordance with the Internal Revenue Code of 1986, as amended, ("IRC"); ("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 the Tax Distribution Dates. The total amount distributed to all the Members must be fifty percent (50%) of the lesser of (i) the Net Cash Flow (as defined infra), if any; or (ii) the "Ordinary business income (loss)," as defined by and calculated in accordance with the 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 will the Company make a negative distribution as a result). The Members may forego or reduce the tax distribution for any particular Tax Distribution Date upon a unanimous vote within thirty (30) days of the particular Tax Distribution Date for which the Members consider foregoing or reducing a tax distribution; but, this Article's tax distribution requirements will never be waived, estopped or otherwise prevented by any preceding election to forego or reduce a tax distribution.

"Net Cash Flow" means the lesser of (i) the net change in the Company's cash balances during a calendar quarter calculated in accordance with generally accepted accounting principles; or (ii) the Company's cash balances at the end of a calendar quarter, less reasonable reserves for working capital and projected cash requirement, including projected expenses and contingent liabilities, but not including capital investments and reinvestments that are not necessary to the Company as a going concern, all calculated in accordance with generally accepted accounting principles as limited by the IRC.

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

No withdrawing Member is entitled to receive any distribution or the value of the Member's Membership Interest as a result of withdrawal from the Company prior to the Company's liquidation, except as specifically provided in the Operating Agreement.

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No Member is entitled to the return of, or interest on, that Member's capital contributions, except as otherwise provided in the Operating Agreement.

ARTICLE IX

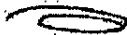
The Company shall exist in perpetuity, unless dissolved pursuant to the Florida Limited Liability Company Act or as provided in the Operating Agreement.

ARTICLE X

All documents evidencing membership interests shall clearly bear legends indicating that the membership interests are issued subject to restrictions on transferability, in reliance upon the existence of exemptions from federal and state securities laws, and with other rights, limitations, preferences and elections as expressed in these Articles.

ACKNOWLEDGMENT

I, an authorized representative of the Company, and without personally assuming or ratifying any prior contracts or promises made on behalf of the Company by any person or entity prior to the Company's formation, if any, execute these Articles this ~~24th~~ day of September 2012.



Charles PT Phoenix

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ACCEPTANCE OF APPOINTMENT AS RESIDENT AGENT OF
Warning Track LLC

I hereby accept the appointment as resident agent as designated in the attached Articles. I am familiar with and accept the obligations mandated by Chapter 608, Florida Statutes that are associated with the appointment.

PFP Corporate Services LLC, a limited liability company
Formed under the laws of the State of Florida

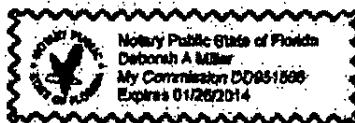
By: [Signature]
Charles PT Phoenix, Its Manager

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 Charles PT Phoenix, Manager of PFP Corporate Services LLC, on behalf of the company, is known to me to be the person who executed this Acceptance of Appointment as Resident Agent.

Witness my hand and official seal this 26 day of September 2012.

[Signature]
Notary, Deborah A. Miller



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Warning Track LLC
Membership Listing

The Initial Managing Member of the Company is:

Darren Barbier
The AT Company

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