

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 608, Florida Statutes, the undersigned executes the following articles for purposes of amending and restating all articles now existing for the limited liability company expressed in Article I, below, (the "Company").

ARTICLE I

The name of the limited liability company is:

Warning Track LLC

Florida Department of State Document Number L12000124446

ARTICLE II

The principal office will be located at:

2407 Periwinkle Way, Suite 6

Sanibel, Florida 33957

The mailing address is:

2407 Periwinkle Way, Suite 6

Sanibel, Florida 33957

ARTICLE III

The initial registered agent is:

PFP Corporate Services LLC

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 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 when acting within those jurisdictions.

ARTICLE V

The Company will act under the direction of the Company's members, always pursuant to the *Florida Limited Liability Company Act*, these articles and the Operating Agreement (as defined in Article VI, *infra*).

ARTICLE VI

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 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 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.

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ARTICLE VII

The membership interests may be further 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 Operating Agreement.

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 membership interests will have no other limitations other than those specifically mandated by the *Florida Limited Liability Company Act* or as expressed in these articles or the Operating Agreement.

ARTICLE VIII

The Company will distribute to the 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:
 - o the net change in the Company's cash balances during a calendar quarter calculated in accordance with generally accepted accounting principles; or
 - o 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 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 30 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 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 expressed in the Operating Agreement.

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

ARTICLE IX

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

ARTICLE X

All documents evidencing membership interests will 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.

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ARTICLE XI

Additional members may be admitted to the Company upon the written consent of the members representing a majority of the Company's membership interests.

ARTICLE XII


The articles may only be amended, superseded or repealed upon the unanimous vote, or written, affirmative consent, of all of the members.

ARTICLE XIII

Upon filing these articles with the Division of Corporations of the Department of State for the State of Florida, 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 entreties and have no further application or effect, except as required under Florida Limited Liability Company Act or these 13 articles.

ACKNOWLEDGMENT

Except to the extent I have expressly done so in writing and with knowledge, I, the Company's authorized representative, execute these articles this 14th day of August 2013 without personally assuming or ratifying any prior contracts or promises made on the Company's behalf by any person or entity prior to this date, if any.


Frank A. Ciccone

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CORPORATIONS
FLORIDA

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ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT OF
Warning Track 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 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: Deborah A. Miller

Deborah A. Miller, 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 Deborah A. Miller, Manager of PFP Corporate Services LLC, on behalf of PFP Corporate Services LLC, and she/he is known to me to be the person who executed this Acceptance of Appointment as Registered Agent.

Witness my hand and official seal this 14th day of August 2013.

Notary:

Karen Vosganian



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Warning Track LLC

The Initial **Managing Members** of the limited liability company named above are:

Sun Line USA LLC

The AT Company

Eladio Saez

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

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