

L9800001875

TRANSMITTAL LETTER  
FOR FLORIDA LIMITED LIABILITY COMPANY

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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-09/16/98--01021--001  
\*\*\*\*293.75 \*\*\*\*293.75

SUBJECT: Connex, L.C.  
(Proposed limited liability company name - must include suffix)

Enclosed is an original and one (1) copy.

Filing fee for articles of organization of Florida Limited Liability Company:

\$250.00 Filing fee for Articles of Organization and Affidavit  
\$ 35.00 Designation of Registered Agent

A letter of acknowledgement will be issued free of charge upon filing. Please submit an additional \$8.75 if a certificate of status is needed. The fee for a certified copy is \$52.50. Please send one check for the total amount made payable to the Florida Department of State.

FROM: George Brummer  
Name (Printed or typed)

4000 N. Cypress Dr., #105  
Address

Pompano Beach, FL 33069-4155  
City, State & Zip

(954) 975-4730  
Daytime Telephone number

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Name Availability	CR 9-17
Document Examiner	CR
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Updater Verifier	CR
Acknowledgment	CR
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**ARTICLES OF ORGANIZATION  
OF  
CONNEXT, A LIMITED LIABILITY COMPANY**

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**ARTICLE I**

**NAME**

The name of this limited liability company is Connext, L.C., referred to in these Articles of Organization as the "Company."

**ARTICLE II**

**REGISTERED OFFICE AND AGENT**

The registered office of the Company is 4000 North Cypress Drive, #105, Pompano Beach, FL 33069-4155. The Company's registered agent is George Brummer, whose office is located at 4000 North Cypress Drive, #105, Pompano Beach, FL 33069-4155.

**ARTICLE III**

**DURATION**

Unless dissolved under Article X, the Company shall exist in perpetuity.

**ARTICLE IV**

**ORGANIZER**

The organizers of the Company are George Brummer and Francisco Tosta, natural persons at least eighteen (18) years old.

**ARTICLE V**

**PURPOSE AND POWERS**

This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose.

**ARTICLE VI**

**MANAGEMENT BY MANAGERS**

The Company will be managed by managers, as further provided in the Company's operating agreement. Except as authorized by the managers, no member is an agent of the Company or has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

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**ARTICLE VII**

**IDENTIFICATION OF MANAGERS**

The names and addresses of the managers of the Company are:

George Brummer, 4000 North Cypress Drive, #105, Pompano Beach, FL 33069-4155,  
Francisco Tosta, 3105 Palm-Aire Drive North, Pompano Beach, FL 33069-3803.

**ARTICLE VIII**

**CONTRIBUTIONS**

**Section 8.01 Contributions Made**

The members in the aggregate have contributed to the Company two thousand dollars (\$2,000.00) in cash.

**Section 8.02 Contributions Promised**

Members have promised to make the following additional contributions: Two thousand dollars (\$2,000.00) in cash each.

**ARTICLE IX**

**ADMISSION OF NEW MEMBERS**

The Company may admit new members as provided in the Company's operating agreement.

ARTICLE X  
DISSOLUTION

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**Section 10.01      Dissolution Upon the Occurrence of Specified Events**

The occurrence of any of the following events or conditions will cause the Company to dissolve automatically:

Unanimous agreement by the members to dissolve.

Except for prior amendment to this section, no act by the Company or its members can avoid that dissolution.

**Section 10.02      Dissolution and Dissolution Avoidance Following the  
Dissociation of a Member**

(a) Dissociation Defined. "Dissociation of a member" or "dissociation" occurs when the Company has notice or knowledge of an event that has terminated a member's continued membership in the Company.

(b) Means of Avoiding Dissolution Following Member Dissociation.

(i) To avoid dissolution under this Section 10.02(b), the Company must have at least two remaining members. If a dissociation leaves the Company with only one remaining member, that member may admit an additional member.

(ii) In addition to any means for avoiding dissolution provided by statute, dissolution is avoided upon the dissociation of a member if, within fifteen (15) days of the dissociation, consent to avoid dissolution is obtained from all of the remaining members. The consent may be by vote, at a properly called member meeting, or in writing.

**ARTICLE XI**  
**DISTRIBUTIONS**

**Section 11.01 Interim Distributions**

The Company may make interim distributions of property to its members in equal shares.

**Section 11.02 Winding-Up Distributions**

The Company may make winding-up distributions of property to its members in equal shares.

**ARTICLE XII**

**RELATIONSHIP OF ARTICLES OF ORGANIZATION TO OPERATING AGREEMENT**

If a provision of these Articles of Organization differs from a provision of the Company's operating agreement, then, to the extent allowed by law, the operating agreement will govern.

**ARTICLE XIII**

**INDEMNIFICATION**

**Section 13.01 Definitions**

For purposes of this article, the terms defined in this section have the meanings given them.

(a) "Company" includes any domestic or foreign company that was the predecessor of this Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Official capacity" means (i) with respect to a manager, the position of manager in the Company, (ii) with respect to a person other than a manager, the elective or appointive office or position held by an officer, member of a committee of the Management Committee, if any, or the efforts undertaken by a member of the Company who acts on behalf of and at the

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request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company, and (iii) with respect to a manager, member officer, employee, or agent of the Company who, while a manager, member officer, employee, or agent of the Company, is or was serving at the request of the Company or whose duties in that position involve or involved service as a manager, officer, partner, trustee, or agent of another organization or employee benefit plan, the position of that person as a manager, officer, partner, trustee, employee, or agent, as the case may be, of the other organization or employee benefit plan.

(c) "Proceeding" means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company.

(d) "Special legal counsel" means counsel who has not represented the Company or a related company, or a manager, officer, member of a committee of the Management Committee, if any, employee, or agent whose indemnification is in issue.

#### **Section 13.02      Mandatory Indemnification; Standard**

(a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person

(i) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an

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employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

(ii) acted in good faith;

(iii) received no improper personal benefit; and

(iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and

(v) in the case of acts or omissions occurring in the official capacity described in Section 13.01(b)(i) or Section 13.01(b)(ii), reasonably believed that the conduct was in the best interests of the Company, or in the case of acts or omissions occurring in the official capacity described in Section 13.01(b)(iii), reasonably believed that the conduct was not opposed to the best interests of the Company. If the person's acts or omissions complained of in the proceeding relate to conduct as a manager, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the Company if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.

(b) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth in this Section 13.02.

### **Section 13.03      Advances**

If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding,

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(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 13.02 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied.

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this article.

The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

#### **Section 13.04 Reimbursement to Witness**

Subject to the qualification under the standards described in Section 13.02, the Company will reimburse expenses, including attorney fees and disbursements, incurred by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

#### **Section 13.05 Determination of Eligibility**

(a) All determinations as to whether indemnification of a person is required because the criteria stated in Section 13.02 have been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 13.03 will be made:

(i) by a majority of a quorum of the managers, provided that the managers who are at the time parties to the proceeding shall not be counted for determining either a majority or the presence of a quorum;

(ii) if a quorum under clause (i) cannot be obtained, by a



majority of the managers not at the time parties to the proceeding;

(iii) if a determination is not made under clauses (i) through (iii) by the members, excluding the votes held by parties to the proceeding,

(iv) if an adverse determination is made under clause (iv) through (iii) or under paragraph (b), or if no determination is made under clauses (i) through (iii) or under paragraph (b) within sixty (60) days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, by a court in Florida, which may be the same court in which the proceeding involving the person's liability is taking or has taken place, upon application of the person and any notice the court requires.

(b) With respect to a person who is not, and was not at the time of the acts or omissions complained of in the proceedings, a manager, officer, or person possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Company, the determination whether indemnification of this person is required because the criteria set forth in Section 13.02 have been satisfied and whether this person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 13.03 may be made by an annually appointed committee of members, if any, having at least one member who is a manager. The committee shall report at least annually to the members.

#### **Section 13.06 Insurance**

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

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**Section 13.07 Disclosure**

The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the Required Records.

**Section 13.08 Discretionary Indemnification of Others**

Nothing in this Article XIII limits the ability of the Management Committee to cause the Company to indemnify any person or entity not described in this Article XIII pursuant to, and to the extent described in, an agreement authorized by an act of the Managers.

**ARTICLE XIV**

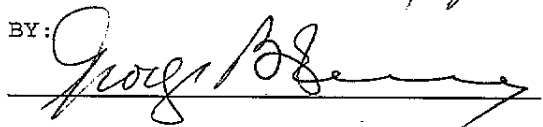
**AMENDMENTS**

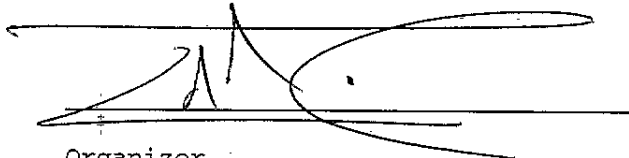
**Section 14.01 Definitions**

To be effective, any amendment to these Articles must be approved by one hundred percent (100%) of the members.

Executed this 14 day of Sept, 1998

BY:

  
Organizer

  
Organizer

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**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: Connex, L.C.

2. The name and address of the registered agent and office is:

George Brummer

(NAME)

4000 N. Cypress Dr., #105

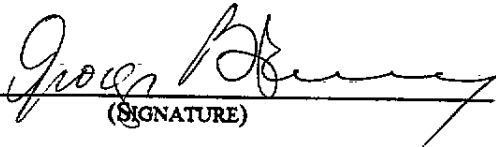
(P. O. Box NOT ACCEPTABLE)

Pompano Beach, FL 33069-4155

(CITY/STATE/ZIP)

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*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.*

  
(SIGNATURE)

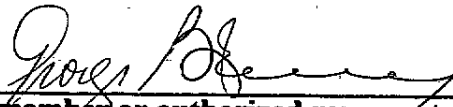
9/14/98  
(DATE)

**Filing Fee: \$ 35 for Designation of Registered Agent**

## AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of \_\_\_\_\_  
Connex, L.C. \_\_\_\_\_ deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ 2,000.00
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ - 0 -  
A description of the property is attached and made a part hereto.
- 4) the amount of cash or property anticipated to be contributed by member(s) is \$ 4,000.00
- 5) the total amounts of 2, 3 and 4 is \$ 6,000.00



\_\_\_\_\_  
Signature of a member or authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

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