

L990000004652

Florida Department of State
Division of Corporations
Public Access System
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H99000018556 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 922-4003

From:

Account Name : AKERMAN, SENTERFITT & EIDSON, P.A. (WPB)
Account Number : 104075003305
Phone : (561) 659-5990
Fax Number : (561) 659-6313

LIMITED LIABILITY COMPANY

CAM Associates, L.L.C.

Name	MJH
Availability	
Document Examiner	
Updater	
Updater Verifier	
Acknowledgement	
W. P. Verifier	

W99-17424

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$285.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 JUL 28 PM 3:47

AKERMAN, SENTERFITT & EIDSON, P.A.

ATTORNEYS AT LAW

PHILIPPS POINT EAST TOWER
SUITE 900
777 SOUTH FLAGLER DRIVE
WEST PALM BEACH, FLORIDA 33401
(561) 839 3330
FACSIMILE (561) 839-3313

July 29, 1999

VIA TELECOPY

Ms. Karon Beyers
Bureau Chief
Division of Corporations
Department of State
Tallahassee, Florida 32314

Ms. Michelle Hodges
Document Specialist
Division of Corporations
Department of State
Tallahassee, Florida 32314

Re. CAM Associates, L L C
Fax Audit No H99000018556
Letter No. 699A00038433

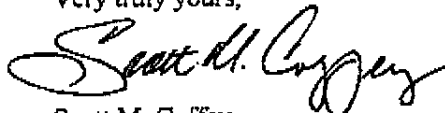
FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 JUL 28 PM 3:47

Dear Ms. Beyers and Ms. Hodges:

I am writing to thank you for your kind assistance and to confirm the content of our telephone conference yesterday. Specifically, I am writing to confirm that the Department of State, Division of Corporations (the "D.O.C.") will permit and approve the registration of the name "CAM Associates, L L C." (hereafter, "CAM") provided that CAM acknowledges that it is aware of the potential for a name conflict as between CAM and its homonym, the previously-registered entity having the name CAMM Associates. Accordingly, and by copy of this letter, CAM recognizes that, under the current version of F.S. 608.0401, there is a potential name conflict regarding the registration of such name. As we discussed, pursuant to the amendment(s) to Chapter 608, which amendments are effective October 1, 1999, name conflicts will not bar the registration of limited liability companies, and accordingly, the D.O.C. is able to authorize the registration of CAM.

I appreciate your willingness to accommodate this filing in advance of the October 1, 1999 effective date of the revisions to Chapter 608. I wish also to express my appreciation of the efficient, professional and articulate assistance provided by Ms. Michelle Hodges, Document Specialist. Thank you each for helping to resolve this matter. I am,

Very truly yours,


Scott M. Coffey

SMC/gh

H99000018556 3

**ARTICLES OF ORGANIZATION
OF
CAM ASSOCIATES, L.L.C.**

The undersigned authorized representative of a member hereby files the Articles of Organization in order to form a limited liability company under Chapter 608 of the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. The following Articles shall be the Charter and authority for the conduct of business of such limited liability company.

**ARTICLE I
Name**

The name of the Limited Liability Company, hereinafter referred to as "Company," shall be CAM Associates, L.L.C.

**ARTICLE II
Address**

The mailing address will be 2300 Corporate Boulevard, N.W., Suite 131, Boca Raton, Florida 33431. The principal place of business shall be 2300 Corporate Boulevard, N.W., Suite 131, Boca Raton, Florida 33431, but the Company shall have the power and authority to establish branch offices at such place or places as may be designated by the managing members (hereinafter, the "Managing Members") of the Company.

**ARTICLE III
Duration**

The Company shall exist in perpetuity, or until sooner dissolved in a manner provided by law, or as provided in a written agreement among the members.

Phillip M. Sprinkle II, Esquire
Florida Bar No. 0724890
777 South Flagler Drive, Suite 900
Phillips Point, East Tower
West Palm Beach, Florida 33401
Telephone (561) 659-5990

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 JUL 28 PM 3:47

H99000018556 3

ARTICLE IV
Management

The Company shall be managed by a Managing Member or Managing Members appointed or elected by the Members for that purpose. The Company shall have two (2) Managing Members initially. The number of Managing Members may be increased or decreased from time to time as provided for in the Regulations of the Company but shall never be less than one (1). The names and addresses of the individuals to serve as the initial Managing Members of the Company, until the first annual meeting of Members or until a successor(s) is elected and qualified, are as follows:

Gerald B. Coffey and Associates, Inc.
3020 Canterbury Drive
Boca Raton, Florida 33434
Attention: President

J&L Sales Agency, Inc.
811 N.E. 77th Street
Boca Raton, FL 33487
Attention: President

ARTICLE V
Restrictions on Membership

New members may be admitted to the Company by the unanimous affirmative vote of all of the existing Members.

A member's interest in the Company may not be sold or otherwise transferred except pursuant to a written agreement among the Company and all of the members. The initial Members of the Company are the following individuals:

Gerald B. Coffey and Associates, Inc.
3020 Canterbury Drive
Boca Raton, Florida 33434

H99000018556 3

3. To purchase or otherwise acquire, undertake, carry on, improve or develop, all or any of the business, good will, rights, assets and liabilities of any person, firm, association or corporation carrying on any kind of business of a similar nature to that which this Company is authorized to carry on, pursuant to the provisions of the Articles; and to hold, utilize and in any manner dispose of the rights and property so acquired.

4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government or governmental authority, or of any political or administrative subdivision, or department thereof, and to perform and carry out, assign, cancel or rescind any of such contracts.

5. To exercise all or any of the Company powers, and to carry out all or any of the purposes, enumerated herein otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual or other entity, and in such capacity or under such arrangement develop, improve, stabilize, strengthen or extend the property and commercial interest thereof, and to aid, assist or participate in any lawful enterprise in connection therewith or incidental to such agency, representation or service, and to render any other service or assistance insofar as it lawfully may under the laws of the State of Florida, providing for the formation, rights, privileges and immunities of limited liability companies for profit.

6. To do everything necessary, proper, advisable or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers herein set forth, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

J&L Sales Agency, Inc.
811 N.E. 77th Street
Boca Raton, FL 33487

Brian Mock, Inc
300-200 Shadowbay Boulevard
Longwood, FL 32779

ARTICLE VI
Members Rights to Continue Business

Upon the death, retirement, resignation, expulsion, bankruptcy, dissolution of a member, the remaining members shall have such right to continue the business as is set forth in a written agreement among the Company and all of the members.

ARTICLE VII
Capital Contributions

Capital contributions in cash or kind shall be paid to the Company by the members in such amounts as the Managing Members shall determine.

Additional contributions may be made as required for investment purposes and operational expenses, as determined by the Managing Members.

ARTICLE VIII
Purposes and Powers

The general nature of the business to be transacted and which the Company is authorized to transact, in addition to those authorized by the laws of the State of Florida, and the powers of the Company, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things herein set forth to the same extent as a natural person might or could do.

7. The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of the Company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. Each purpose and power shall be regarded as an independent purpose and power.

Nothing herein contained shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the Company to carry on any business, exercise any power, or do any act which a limited liability company may not, under the laws of the State of Florida, lawfully carry on, exercise or do.

ARTICLE IX
Registered Office and Agent

The address of the registered office of the limited liability company is 777 South Flagler Drive, Suite 900, East Tower, West Palm Beach, Florida 33401, and the name of its registered agent at such address is Philip M. Sprinkle II, Esquire.

ARTICLE X
Indemnification of Managing Members, Officers, Employees and Agents

1. Terms used in this Article X shall have the meanings ascribed to them in Florida Statutes Section 608.4363 or any amended or successor sections of the Florida Statutes.

2. Except as may otherwise be provided herein, the Company shall, to the fullest extent authorized or permitted by the Florida Statutes, as the same may be amended or modified from time to time, excluding Florida Statutes Section 608.4363(7) or any amended or successor section, indemnify any Managing Member, Member, employee or agent who was or is a party to any proceeding against (a) in the case of any proceeding other than an action by or in the right of the Company, liability incurred in connection with such proceeding including any appeal thereof, or (b) in the case of any proceeding by or in the right of the Company, expenses and amounts

H99000018556 3

paid in settlement not exceeding, in the judgment of the Managing Member or Managing Members, as the case may be, the estimated expense of litigating the proceeding to conclusion; provided, however, that the Company shall not, under this Article X, Section 2 or Article X, Section 4, indemnify any Managing Member, Member, employee or agent if a judgment, settlement or other final adjudication establishes that the Managing Member's, Member's, employee's or agent's actions or omissions to act (i) are not acts on which a proceeding specified in (a) or (b) is based and in which the Managing Member, Member, employee or agent has been successful on the merits or otherwise in defending or has been successful in defending any claim, issue or matter therein or (ii) (1) were material to the cause of action so adjudicated and (2) constitute:

a. a violation of the criminal law, unless the Managing Member, Member, employee or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful; or

b. a transaction from which the Managing Member, Member, employee or agent Company derived an improper personal benefit, either directly or indirectly; or

c. in the case of a Managing Member, a circumstance under which the liability provisions of Florida Statutes Section 608.4362, governing a Director's liability under Florida Statutes Section 608.426 for unlawful distribution to Members, is applicable; or

d. willful misconduct or a conscious disregard for the best interests of the Company in a proceeding by or in the right of the Company to procure a judgment in its favor or in a proceeding by or in the right of a unit holder.

3. Notwithstanding the failure of the Company to provide indemnification due to a failure to satisfy the conditions of this Article X, Section 2 and despite any contrary determination of the Managing Member or Managing Members, as the case may be, a Managing Member, Member, employee or agent of the Company who is or was a party to a proceeding may

apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, such court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if the court determines that:

a. the Managing Member, Member, employee or agent is entitled to mandatory indemnification pursuant to Florida Statutes Section 608.4363(3) or any amended or successor section, in which case the court shall also order the Company to pay such person reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses; or

b. the Managing Member, Member, employee or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the Company's exercise of its authority pursuant to Section 2 or Section 4.

It is the express intention and desire of the Company to avoid any obligation to indemnify or advance expenses to any Managing Member, Member, employee or agent if (i) the Managing Member, Member, employee or agent is not entitled to mandatory indemnification pursuant to Section 3(a) of this Article X or (ii) the Company has not otherwise agreed to indemnify or advance expenses to such Managing Member, officer, employee or agent pursuant to Article X, Section 3(b). The Company does not recognize and will not permit any Managing Member's, Member's, employee's or agent's application for indemnification or advancement of expenses, or both, to any court if the application is not based in its entirety on a claim that the Managing Member, Member, employee or agent is entitled to mandatory indemnification or advancement of expenses, or both, or that the Managing Member, Member, employee or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the Company's exercise of its authority pursuant to this Article X, Section 4.

4. Section 2 shall not be construed to mean that indemnification by the Company is not permitted. Subject, nevertheless, to the limitations of this Article X, Section 2, the Company may, in its sole discretion, make any other or further indemnification or advancement of expenses to any Managing Member, Member, employee or agent under any Regulation, agreement, vote of unit holders, or disinterested Managing Members, or otherwise, both as to actions of such Managing Member, Member, employee or agent in his or her official capacity and as to actions in another capacity while holding such office.

5. Any indemnification under this Article X shall be made by the Company only as authorized in a specific case upon a determination that indemnification of the Managing Member, Member, employee or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in this Article X. Such determination shall be made:

a. By the Managing Member, or if there are more than one Managing Members, by a majority vote of a quorum consisting of all of the Managing Members who were not parties to such proceeding;

b. If such a quorum is not obtainable or, by majority vote of a committee duly designated by the Managing Member or Managing Members (in which designation Managing Members who are parties may participate) consisting solely of two or more Managing Members not at the time parties to the proceeding;

c. By independent legal counsel selected by the Managing Member or Managing Members, as the case may be, prescribed herein in Section 5(a) or the committee prescribed in Section (b), or

d. If a quorum of the Managing Members cannot be obtained for purposes of Section 5(a) and the committee cannot be designated for purposes of Section 5(b), independent legal counsel selected by a majority vote of all of the Managing Members (in which event Managing Members who are parties may participate); or

e. By a majority vote of all of the Members who were at the time not parties to such proceeding.

6. Expenses incurred by a Managing Member, or his or her designee in defending a civil or criminal proceeding may be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Managing Member, or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Company pursuant to this Article X. Expenses incurred by a Member, employee or agent may be paid in advance of the final disposition of such proceeding upon such terms and conditions as the Managing Member or Managing Members, as the case may be, may, from time to time, deem appropriate, but which terms will require, at minimum, the receipt of an undertaking by or on behalf of such employee or agent to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Company pursuant to this Article X.

7. Indemnification and/or advancement of expenses as provided in this Article X shall continue as, unless otherwise provided, when such indemnification and/or advancement of expenses is authorized or ratified, to a person who has ceased to be a Managing Member, Member, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

8. If any part of this Article X shall be found to be invalid or ineffective in any proceeding, the validity and effect of the remaining part thereof shall not be affected.

ARTICLE XI **Amendment to the Articles of Organization**


These Articles of Organization may be amended, altered or repealed by the Members or Managing Members in any manner permitted by the Regulations.

JUL-28-99 09:56 FROM-

T-779 P.12/14 F-902

H99000018556 3

The undersigned, authorized representative of a member has executed these Articles of
Organization this 23rd day of July, 1999

By: 
Philip M. Sprinkle II, Esquire, Authorized
Representative of a Member

H99000018556 3

**CERTIFICATE DESIGNATING
REGISTERED AGENT AND REGISTERED OFFICE**

In compliance with Sections 48.091 and 608.415, Florida Statutes, the following is submitted:

CAM Associates, L.L.C., desiring to organize as a limited liability company under the laws of the State of Florida, has designated 2300 Corporate Boulevard, N.W., Suite 131, Boca Raton, Florida 33431 as its initial registered office and has named Philip M. Sprinkle II, Esquire, who is located at 777 South Flagler Drive, Suite 900, East Tower, West Palm Beach, Florida 33401, as its initial registered agent.

Having been named registered agent for the above stated limited liability company, the undersigned hereby accepts said appointment, declares that he is familiar with the obligations of such appointment, agrees to act in that capacity and further agrees to comply with the provisions of Florida Statutes relative thereto.



Philip M. Sprinkle II, Registered Agent

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned authorized representative of a member of CAM Associates, L.L.C. deposes and says:

1. The above named limited liability company has at least one member.
2. The total amount of cash contributed by the members is \$1,000.00.
3. If any, the agreed value of property other than cash contributed by members is \$ N/A. A description of the property is attached and made a part hereto.
4. The total amount of cash or property anticipated to be contributed by members is \$1,000.00. This total includes amounts from 2 and 3 above.



Philip M. Sprinkle II, Esquire, Authorized
Representative of a Member