

# L02000000029

Thursday, December 27, 2001

REGISTRATION SECTION  
DIVISION OF CORPORATIONS  
FLORIDA DEPARTMENT OF STATE  
409 East Gaines Street  
Tallahassee, Florida 32399  
(850) 245-6051

100004742461--8  
-12/28/01--01037--008  
\*\*\*\*160.00 \*\*\*\*160.00

IN RE: New filing: EPIPHANY MARKETING, LLC

Dear Sir or Madam:

Enclosed please find the Articles of Organization for EPIPHANY MARKETING, LLC, and a check for the filing and other fees as listed below. Please file the Limited Liability Company paperwork and provide a certified copy and a certificate of status. The mailing address for these items follows.

Itemization of fees:

\$100.00 Filing Fee  
25.00 Designation of Registered Agent  
30.00 Certified Copy  
5.00 Certificate of Status

~~\$155.00~~ Total Enclosed  
\$160.00

Please mail the copies and certificate to:

David G. Johnson  
7492 Deer Crossing Court  
Sarasota, FL 34240

Thank you for your assistance.

Sincerely,

EPIPHANY MARKETING, LLC

  
DAVID G. JOHNSON  
Manager

DGJ/ms

FILED  
DEC 28 PM 5:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

L02-29  
JR

## Limited Liability Company Articles of Organization

We, the undersigned, who intend to form and create a Limited Liability Company, PURSUANT TO THE Statutes of the State Florida, do hereby state and certify the following:

1. The name of the Liability Company shall be EPIPHANY MARKETING, LIMITED LIABILITY COMPANY.

2. The registered office of the company is located at 7492 Deer Crossing Court, city of Sarasota, state of Florida; its registered agent is David G. Johnson for service of process.

3. The principal place of business of the Company is located at 7492 Deer Crossing Court, city of Sarasota, state of Florida. *The mailing address is the same.*

4. The purpose for which the company is formed is to engage in any lawful act or activities for which limited liability companies may be formed under laws of the above named State.

5. The company shall have a duration of 30 years and it shall dissolve at the end of said time frame.

6. Indemnification.

a. The company shall indemnify any person who is or was a party, who is threatened to made a party, to any threatened, pending, or completed action, suitor proceeding, whether civil, criminal, administrative, or investigative, including all appeals, by reason of the fact that he or she is or was a member, managing member, or employee of the company, or is or was serving at the request of the company as a director, trustee, officer, or employee of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any and all expenses (including reasonable attorney's fees) judgments, decrees, fines, penalties, and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of *nolo contendere*, or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the company.

b. The foregoing indemnification shall not apply in the case of an action, suit, or proceeding instituted by one or more members of the company, if the claim, matter, or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnization; provided, however, that such indemnification shall nonetheless apply if, in view of all of the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties, and amounts paid in settlement as determined by the court.

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c. Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative, or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the company in advance of the final disposition of such action, suit, or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to indemnification by the corporation.

7. Composition of management. The management of the company will be vested in a board of managers, consisting of a number not more than 1, who are required to be members of the company, designated in accordance with the terms of the company operating agreement.

8. The names and addresses of the Managers of the Company are as follows:

<u>Names</u>	<u>Addresses</u>
David G. Johnson,	7492 Deer Crossing Court, Sarasota, Florida 34240

9. The amount of capital each Member has contributed or has agreed to contribute:

<u>Member</u>	<u>Capital Contributed</u>
David G. Johnson	\$10.00

<u>Member</u>	<u>Capital Agreed to Contribute</u>
David G. Johnson	\$10.00

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10. The company shall have the right to add additional Members according to the terms of the Operating Agreement.

11. The Members may only discontinue business upon an event of dissolution only according the terms of the Operating Agreement.

12. The company shall be initially organized with at least one Member.

MANAGING MEMBERS

MEMBERS

Signature

Signature

Signature

Signature

Signature

Signature

STATE OF Florida

COUNTY OF Sarasota

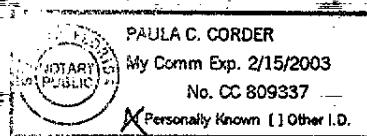
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TALLAHASSEE, FLORIDA

On the 16 day of November, 2001, personally appeared before me David G. Johnson the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Paula C. Corder  
Notary Public

Sarasota, FL  
Residing at:

2/15/03  
My commission expires:



I hereby accept the appointment as registered agent and agree to act in this capacity and to comply with the applicable statutes.

David G. Johnson  
DAVID G. JOHNSON

NOVEMBER 17, 2001  
DATE