

L02000009750

Jerry L. Roberts

950 Tavares Rd
Polk City, FL 33868

Phone: (863) 984-2912

500005222685--4
-04/09/02--01054--004
****160.00 ****160.00

W02-10385

Whe/24

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 APR 24 PM 1:21

top



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 12, 2002

JERRY L. ROBERTS
950 TAVARES RD.
POLK CITY, FL 33868

SUBJECT: STARMARK MOTORS L.L.C.
Ref. Number: W02000010385

We have received your document for STARMARK MOTORS L.L.C. and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of organization must include the principal place of business address, and the mailing address. These required addresses must be explicitly stated in the articles. Although you list a registered office and the mailing address for the Registered Agent, you must also state the company's principal place of business and the company's mailing address.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6958.

Lee Rivers
Document Specialist

Letter Number: 302A00021885

FILED STATE
SECRETARY OF CORPORATIONS
APR 24 PM 1:21

Dear Lee Rivers

The Principal place of Business Address is the Same AS
the Mailing Address which is Located in Article II
Same AS Registered Office

ARTICLES OF ORGANIZATION
of
Starmark Motors L.L.C.

ARTICLE I

NAME: The name of this Limited Liability Company shall be Starmark Motors L.L.C.

ARTICLE II

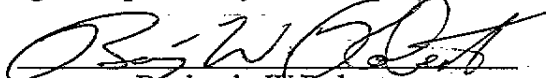
REGISTERED OFFICE: The registered office of this Limited Liability Company is located at: 3234 NE 24th Street Unit #3 Ocala Florida 34470 in the City of Ocala, County of Marion, State of Florida, and may transact its business and maintain offices for such purposes at such other places either within or without the State of Florida.

Principal Place of Business, Also the Mailing Address is 3234 NE 24th Street #3 Ocala FL 34470
↑
Unit

ARTICLE III

REGISTERED AGENT: The name and mailing address of the Registered Agent for this Limited Liability Company who agrees and on whom service of process, notice or demand that is required or permitted by law to be served on this Limited Liability Company is Benjamin W Roberts 4268 SE 51st Place Ocala Florida 34480.

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 as provided for in Chapter 608, F.S.


Benjamin W Roberts

ARTICLE IV

BUSINESS PURPOSE: This Limited Liability Company intends to engage in any lawful business, whether for profit or not, subject to any provision of law governing or regulating such business within this State.

ARTICLE V

FILED OF STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
APR 24 PM 1:21

NUMBER AND CLASSES OF MEMBERS: This Limited Liability Company is being formed with Two or more members, as provided under state laws, whose interest, participation and voting rights may be allocated between different classes of members, if any, as may be authorized under regulations duly adopted in an Operating Agreement.

ARTICLE VI

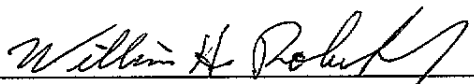
MANAGEMENT: (BY MEMBERS) The management of the business affairs and property of this Limited Liability Company shall be reserved to the members, whose numbers shall not be less than two and who shall adopt an Operating Agreement containing all of the provisions deemed appropriate and consistent with laws that govern the conduct of its business affairs, its authorities, rights and powers, and the authorities, duties, rights and powers of its members, managers, officers, employees or agents.

The members may, by lawful consent, appoint one or more managers to manage the business affairs and property of the company and whose authorities, duties, rights and powers shall be authorized pursuant to a duly adopted Operating Agreement.

The names and addresses of the persons who will be the lawful members of this Limited Liability Company at the time of its formation are:


Senior Manager Benjamin W Roberts

4268 SE 51st Place
Address
Ocala FL 34480
City/State/Zip Code


Vice Senior Manager William H Roberts Jr.

734 Tavares Rd
Address
Polk City FL 33868
City/State/Zip Code

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 APR 24 PM 1:21

ARTICLE VII

DURATION PERIOD: The duration period of this Limited Liability Company shall be from year to year, unless sooner dissolved in a manner authorized by State Laws.

ARTICLE VIII

CAPITALIZATION: This Limited Liability Company shall be initially capitalized with capital contributions made by its members who may contribute, or promise to contribute cash, property or services.

The value of the capital contributions of property or services is the fair market value of such property or services either at the time the property is lawfully transferred or the services rendered to this Limited Liability Company.

ARTICLE IX

LIMITATION OF LIABILITY: The members, managers, employees, officers or agents of this Limited Liability Company are not liable, solely by reason of being a member, manager, employee, officer or agent of this Limited Liability Company for the debts, obligations and liabilities incurred by this Limited Liability Company whether arising in contract or tort, under a judgment decree or order of a court or otherwise.

ARTICLE X

LAWFUL AGENTS: (a) If management of this Limited Liability Company is vested with the members, as may be provided herein under Article VI, each such member is a lawful agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, unless any such member has, in fact, no authority to act for this Limited Liability Company as provided either under Paragraph (b) of this Article or the Operating Agreement; otherwise, the acts of each member, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for carrying on in the usual way, the business of this Limited Liability Company, legally binds this Limited Liability Company in all business transactions.

(b) If management of this Limited Liability Company is vested in one or more managers, as may be provided herein under Article VI, a member is not an agent of this Limited Liability Company for the purpose of carrying on its business in the usual way, as each manager is the lawful agent of this Limited Liability Company and whose acts, including the execution in the name of this Limited Liability Company of any document, instrument or business papers for the purpose of carrying on its business in the usual way, legally binds this Limited Liability Company in every business transaction.

ARTICLE XI

ASSIGNMENT OF MEMBERS INTEREST: (a) The interest of any member may be assigned in whole or in part to a third party or parties, provided, however, such assignment does not dissolve this Limited Liability Company; nor does it entitle the assignee to participate in the management of the business and affairs of this Limited Liability Company, unless assignee is duly admitted as a member upon the written unanimous consent of all members.

(b) If an interest in this Limited Liability Company is acquired directly from this Limited Liability Company upon the unanimous consent of all members, then such an additional member is entitled to all of the rights, privileges, immunities and restrictions accorded all members pursuant to these Articles Of Organization and/or the duly adopted Operating Agreement.

(c) When a member assigns all or part of his or her interest in this Limited Liability Company to a third party or parties, such member is not released from his or her liability to the Limited Liability Company, unless or until the written unanimous consent of all members is given, whether or not assignee has been accepted as a lawful member of this Limited Liability Company.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
APR 22 2011 1:21 PM

ARTICLE XII

INDEMNIFICATION: This Limited Liability Company shall indemnify every manager, employee, officer, agent or any other persons performing the usual business of this Limited Liability Company, or his or her heirs, executors and administrators, against expenses reasonably incurred by him or her in connection with any action, suit or proceeding holding such person to be liable for negligence or misconduct.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which this Limited Liability Company is advised by counsel that the person to be indemnified did not commit such breach of duty; however, this right of indemnification shall not be exclusive of other rights to which he or she may be entitled. And as used in this Article, expenses shall include amounts of judgments, penalties or fines rendered or levied against such manager or member, and the amounts paid in settlement thereof, provided, however, such payments shall have been approved by all the members of this Limited Liability Company.

ARTICLE XIII

ACTION BY CONSENT: Any action taken by the members or managers, whichever is vested with the management of the business and affairs of this Limited Liability Company, which significantly effects either the capital or liability of this Limited Liability Company shall be first duly authorized by the written unanimous consent of all of the managers or members, whichever applicable.

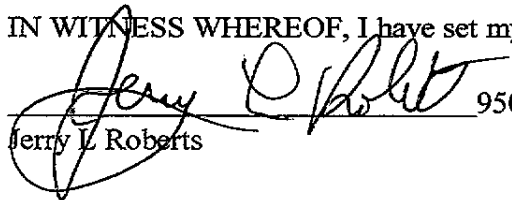
ARTICLE XIV

OPERATING AGREEMENT: If there be two or more members, the members shall by unanimous consent, adopt an Operating Agreement at their Organizational Meeting that will direct the management, regulation and government of the business affairs and property of this Limited Liability Company. Said Operating Agreement may be amended from time to time by a majority vote of the members or managers, whichever is vested with the management of this Limited Liability Company.

ARTICLE XV

FISCAL YEAR: The fiscal year of this Limited Liability Company shall be that period fixed either by the members having an aggregate interest in the profits and capital of this Limited Liability Company in excess of 50% or upon a showing of a valid business purpose for such fiscal year, if not the calendar year. The fiscal year shall therefore be December 31st of each year.

IN WITNESS WHEREOF, I have set my hand this 4/01/02.


Jerry L Roberts

950 Tavares Rd Polk City FL 33868

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
APR 24 PM 1:22