

LO2000012949

Requester's Name

Randy Hammer

Address

2292 Sofia Lane

City/State/Zip

Punta Gorda, FL 33983

Phone #

300005316003--8

-04/23/02--01007--002

***150.00 ***150.00

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. _____
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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TALLAHASSEE, FLORIDA

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

Examiner's Initials



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 29, 2002

RANDY HAMMERER
2292 SOFIA LANE
PUNTA GORDA, FL 33983

SUBJECT: WORLD CLASS CARPENTRY LLC
Ref. Number: M00000001743

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DEPARTMENT OF STATE

We have received your document for WORLD CLASS CARPENTRY LLC and your check(s) totaling \$150.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name of a Limited Liability Company must end with the words "limited company", "limited liability company" or their abbreviation "Ltd. Co." "L.C." or "L.L.C."

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) 245-6094.

Agnes Lunt
Document Specialist

Letter Number: 102A00026175

CERTIFICATE OF CONVERSION

Pursuant to section 608.439, Florida Statutes, the following unincorporated business entity hereby submits the attached articles of organization and this certificate of conversion to convert to a Florida limited liability company:

FIRST: The name of the unincorporated business immediately prior to filing this document was:

World class carpentry LLC.

SECOND: The date on which and the jurisdiction in which the unincorporated business was first created or otherwise came into being are:

- A. Date: august 6, 1999
B. Jurisdiction: Wisconsin
C. If different from the above noted jurisdiction, the jurisdiction immediately prior to its conversion: _____

THIRD: The name of the limited liability company as set forth in the attached articles of organization is:

Trim Carpenters LLC.

Randall L. Hammerer jr

Signature of a Member or an Authorized Representative of a Member
(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Randall L. Hammerer jr

Typed or Printed Name of Signee

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FILING FEES:

- \$100.00 Filing Fee for Articles of Organization
- \$ 25.00 Filing Fee for Registered Agent Designation
- \$ 25.00 Filing Fee for Certificate of Conversion
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

(Note: Section 608.439, F.S., does not provide for a corporation to convert to a limited liability company.)

ARTICLES OF ORAGIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

FOR

TRIM CARPENTERS, L.L.C.

The undersigned, as members of the Company do hereby enter into this Contract And Operating Agreement for the above named, Limited Liability Company, Hereinafter refered to as the "Company".

**I
Contract**

This Operating Agreement is a contract between its parties and is enforceable by The Company against any member who violates its terms. All members past, present and future must sign this Operating Agreement as a condition of membership.

**II
Office**

The principal office of the Company is located at 2292 Sofia lane, Punta gorda, Florida 33983. The Company may have such other offices, either within or without the state as the members may designate or as the business of the Company may require. The registered office of the Company required by the Limited Liability Act to be maintained in the state may be, but not need be, identicle with the principal office and may be changed from time to time by the members.

**III
Purpose**

The purpose for which this Limited Liability Company is organized is for the Conduct of all lawful business purposes except that of banking or insurance.

**IV
Duration of the company**

The Company shall commence immediately, upon the signing of this agreement, and shall continue pursuant to the terms specified in the documents filed with the state unless terminated sooner by the operation of law or by agreement among the members.

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V

Capital contributions

The undersigned members agree to share in all post-formation capital contributions, profits, and surplus of the Company according to the percentage of their membership. Each member owns an individied interest in the business and Company as follows:

Randall L. Hammerer jr. 100%

VI

Additional Capital contributions

The members may contribute in proportionate amounts any additional capital deemed necessary for the operation of the Company, provided however, that in the event that any member deems it advisable to refuse or fails to contribute their share of any or all of the additional capital, then the other members or any of them may contribute the additional capital not paid in by such refusing member and shall receive therefore an increase in the entire Company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as to purchase in the case of withdrawal or death of a member, as set forth in paragraphs XV and XVI.

VII

Division of Profits and Loses

Each of the members shall own an interest in the Company as set forth in paragraph V, entitled "Capital Contributions," except as the same may hereafter vary or change as provided in paragraph VI, entitled "Additional Capital Contributions." All profits of the Company enterprise shall be shared by each of said members according to the percentage of interest each member owns. A separate capital account shall be maintained for each member. No member shall make any withdrawals from capital without prior approval of the Company. If the capital account of the member becomes impaired, his share of subsequent Company profits shall be first credited to his capital account until that account has been restored.

VIII
Rights and Duties of the Parties

The entity is to be member managed. Company decisions and actions shall be decided by a majority in the interest of its members, at meetings regularly called with notice to all its members. For purposes of determining a "majority in interest," a member's interest will be his interest in profits and losses as set forth in paragraphs V & VI, and a majority will mean fifty-one percent (51%) or more.

IX
Costs and Expenses

Except herein no member shall be separately compensated on a salaried basis for service performed in carrying out the operation of the Company. No salaries or individual compensation shall be otherwise payable, without consent of the Company, for the normal management, although the Company may from time to time employ one or more managers or other representatives at a designated salary.

X
Management Duties and Restrictions

No member shall, without the consent of the other members, endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the Company. Without the consent of the Company, no member shall on behalf of the Company borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Company. No member shall, except with the consent of the other members, mortgage, grant a security interest in its share in the Company capital assets or property, or do any act detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary purpose of the Company.

XI
Banking

All funds of the Company shall be deposited in its name in such checking account or accounts as shall be designated by the members. All withdrawals therefrom, are to be made upon checks which must be signed by the manager designated by the members. Electronic debits may also be used for the purpose of paying debts of the company.

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XII Books

The Company books shall be maintained at the Company offices, to be retained by the entity, and each member shall have access thereto. The books shall be kept on a calander year basis, and shall be closed at the end of each fiscal year. Each of the parties to this agreement hereby covenants and agrees to cause all known Business transactions pertaining the purpose of the Company, to be entered properly and completely into said book. The Company will furnish annual financial statements to the members, and prepare tax returns in a timely manner.

XIII Insurance

During the course of the term for which this Company is formed, the Company shall carry liability insurance in such amounts as are deemed appropriate by the members.

XIV Voluntary Termination

If the Company is dissolved, the members shall proceed with reasonable promptness to liquidate the Company. The assests of the Company shall be distributed in the following order:

- A. To pay or provide for the payment of all Company liabilities to creditors other than members, and liquidating expenses and obligations;
- B. To pay debts owing to members other than for capital and profits;
- C. To pay debts owing to members in respect to capital; and
- D. To pay debts owing to members in respect to profits.

XV Withdrawal of member by sale

Any member who shall be desirous of selling their and interest in the Company shall give the right of the first refusal to purchase said share and interest in the same price as being offered by a bona fide buyer:

To all members, other than the selling member, each member electing to purchase having the right to purchase that percentage of the share being sold obtained by dividing his respective percentage of the Company by the total percentage of all members electing to purchase.

The unanimous consent of all members is required for a member to sell his share to a non-member or for an assignee of a member's share to become a member.

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XVI
Death of a Member

In the event of the death of a member, then the deceased's heir or heirs shall be entitled to succeed to the economic share and interest of the deceased member. The Company may, upon unanimous consent of the remaining members, as soon as Practicable, provide a document by which the remaining members personally affirm and accept all the terms, conditions and provisions of this operating agreement Binding themselves to continue the same business in writting.

XVII
Distribution

Prior to dissolution and at least annually as income has been received by the Company, accounts determined and tax returns filed, the members shall determine funds available for distribution. Upon liquidation, a reasonable reserve as mutually determined in amount shall be established to cover follow-on or subsequent complaint and warranty construction requirements, if any. Liquidation of the Company need not be delayed provided that such amounts are properly escrowed and arrangements made for performance of such services as may be required in the interest of the Company. Escrows, reserves or liquidating accounts may be established as escrows or otherwise, which activity need not unduly delay the termination of the Company for all other purposes.

XVIII
Capital Accounts-Income and Credits of a Member

The Limited Liability Company is required to maintain for each member a capital account which reflects that member's separate distributive share, whether or not distributed, of each class or item of Limited Liability Company income, gain, loss, deduction, or credit described in the IRS sections 702 and 704. if it is determined that a member's allocations of income, gain, loss, deduction, or credit does not have substational economic effect then his distributive share of such income, gain, loss, deduction, or credit shall be determined in accordance with his interest in the entity. Any special allocations of income, gain, loss or deduction for each member are to be specified in an exhibit to this agreement. Upon liquidation, members must restore any deficits in offset provisions of the IRS code that specifically allocates later income to members with negative capital accounts.

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XIX
Amendement of Operating Agreement

This operating agreement may be altered, amended or repealed and a new Operating Agreement may be adopted only by a vote of the membership at any annual, regular or special meeting of the members.

XX
Violation of this agreement

Any member who shall violate any of the terms, conditions and provisions of this Agreement shall keep and save harmless the Company property and shall also idemnify the other members from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any terms and conditions of this agreement.

XXI
Counterparts

This agreement may be executed with counterparts, all of which shall be deemed to be one and the same instrument, and it shall be sufficient for each party to have executed at least one, but not necessarily the same counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective
This 16 day of April, 2002

Signed:

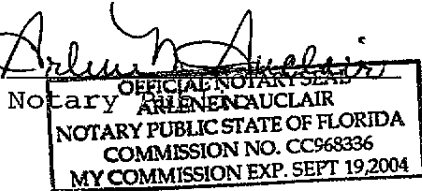
Cathy Vila
Witness: Cathy Vila *Cathy Vila*

Randall L. Hammerer Jr.
Randall L. Hammerer Jr., Member

The above Signer(s) who is/are personally known to me
or who has/have produced FL DL: H566-732-66-329-0
as identification and who did/did not take an oath.

State Of Florida
County of Charlotte

04-16-02



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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Trim Carpenters LLC

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company

2292 Sofia Lane, Punta Gorda, FL 33983

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature

The name and the Florida street address of the registered agent are:

Randall L. Hammerer Jr.

Name

2292 Sofia Lane

Florida street address (P.O. Box **NOT** acceptable)

Punta Gorda, FL 33983

City, State, and Zip

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.

Randall L. Hammerer Jr.

Registered Agent's Signature

Article IV - Management (Check box if applicable.)

- ☒ The Limited Liability Company is to be managed by one manager or more managers and is, therefore, a manager - managed company.

(An additional article must be added if an effective date is requested)

Randall L. Hammerer Jr.

Signature of a member or an authorized representative of a member.

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

Randall L. Hammerer Jr.

Typed or printed name of signee

Filing Fees:

- \$100.00 Filing Fee for Articles of Organization
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (Optional)
- \$ 5.00 Certificate of Status (Optional)

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