

Ed Tribble  
Florida Information Associates Inc  
Requester's Name

P.O. Box 11144

Address  
Tallahassee, FL 32302-3144

City/State/Zip Phone #

L02000022071

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

1. MERRIS LLC  
(Corporation Name) (Document #)

2. (Corporation Name) (Document #)

3. (Corporation Name) (Document #)

4. (Corporation Name) (Document #)

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-08/27/02-01004-023  
\*\*\*180.00 \*\*\*155.00

☒ 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

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TALLAHASSEE, FLORIDA

8/27/02

Examiner's Initials

RECEIVED  
02 AUG 27 AM 10:28

## **ARTICLES OF ORGANIZATION OF** **MERRIS, L.L.C**

The undersigned certifies that we have associated ourselves together for the purpose of becoming a limited liability company under Chapter 608, Florida Statutes, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. I/We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the above-identified limited liability company.

### **ARTICLE I** **NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be MERRIS, L.L.C. and its principal office and mailing address shall be 894 E. Altamonte Drive, the City of Altamonte Springs, County of Seminole, State of Florida, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

### **ARTICLE II** **INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The name and address of the initial registered office of MERRIS, L.L.C. is Charles D. Hargrove, Esquire, of the Law Offices of Savage-Gaston, Hogan & Hargrove, P.A., located at 801 N. Magnolia Avenue, Ste. 402, Orlando, Orange County, Florida 32803-3851.

### **ARTICLE III** **DURATION**

MERRIS, L.L.C. shall exist until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

### **ARTICLE IV** **MANAGEMENT**

MERRIS, L.L.C. is a manager-managed company consisting of one (1) managing members. The name and address of the person who shall serve as manager until his successor is elected and qualified is as follows:

1. David N. Robinson                      894 E. Altamonte Drive  
Altamonte Springs, FL 32701

### **ARTICLE V** **MEMBERSHIP RESTRICTIONS**

Regulations of MERRIS, L.L.C., members shall have the right to admit new members by majority consent. Contributions required of new members shall be determined as of the time of admission to MERRIS, L.L.C.

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Unless otherwise provided in the Regulations of MERRIS, L.L.C., all members shall be entitled to vote on matters related to MERRIS, L.L.C. and each member's voting share shall be weighted in proportion to each member's relative capital account or pro rata share of capital contribution. Therefore, each member's voting share shall be calculated by dividing each member's capital contribution (the numerator) by the total capital contributions of all the members (the denominator) and multiplying this value by 100 to yield each member's voting share. As such, each voting member's share will constitute that member's total number of votes to be allocated to a matter to be voted on by the members of MERRIS, L.L.C., unless otherwise provided in the Regulations of MERRIS, L.L.C.

A member's interest in MERRIS, L.L.C. may not be sold or otherwise transferred except with unanimous written consent of members.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in MERRIS, L.L.C. the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

#### **ARTICLE VI** **PURPOSES AND POWERS**

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, 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;
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 limited liability company is authorized to carry on, pursuant to the provisions of these 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, and to perform and carry out, assign, cancel, or rescind any of such contracts.
5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and 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 this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do 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 set forth in these Articles, 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.

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 this limited liability 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. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit MERRIS, L.L.C. to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

#### **ARTICLE VII** **EXERCISE OF POWERS**

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of MERRIS, L.L.C. shall be managed under the direction of, the members of this limited liability company. This Article may be amended from time to time in the regulations of MERRIS, L.L.C. by a majority vote of the members of MERRIS, L.L.C.

#### **ARTICLE VIII** **CAPITAL CONTRIBUTIONS**

Capital contributions of a member may be in cash, property or services rendered or promissory note as deemed appropriate by the members based on a majority vote by the same. Additional contributions may be required for investment purposes, as determined by majority consent of the members.

**ARTICLE IX  
PROFITS AND LOSSES**

(a) **Profit Sharing.** Members of MERRIS, L.L.C., shall be entitled to the net profits arising from the operation of its business that remain after the payment of the expenses of conducting the business of MERRIS, L.L.C., unless otherwise provided in the Regulations of MERRIS, L.L.C. and/or provided the future financial stability of MERRIS, L.L.C. is not jeopardized or threaten by the payment of said net profits. Notwithstanding the foregoing, if at any time it is decided by the members to pay net profits that they are entitled to, the timing of the payment and/or distribution of said net profits to members shall be determined by the managers or managing member(s) of MERRIS, L.L.C.

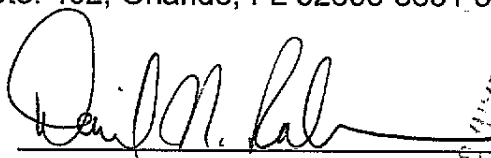
Net profits shall be allocated on the basis of each member's relative capital account or pro rata share of capital contribution. Therefore, each members percentage of capital contribution shall be calculated by dividing each member's capital contribution (the numerator) by the total capital contributions of all the members (the denominator) and multiplying this value by the net profit.

(b) **Losses.** All losses that occur in the operation of MERRIS, L.L.C. business shall be paid out of the capital of MERRIS, L.L.C. and the profits of its business, or, if these sources are insufficient to cover such losses, by the members. As such, said losses shall be allocated for payment by each member.

**ARTICLE X  
CERTIFICATION OF ARTICLES OF ORGANIZATION**

The undersigned, being the original member of MERRIS, L.L.C., certifies that this instrument constitutes the proposed Articles of Organization of MERRIS, L.L.C.

Executed by the undersigned at the Law Offices of Savage-Gaston, Hogan & Hargrove, P.A. 801 North Magnolia Avenue, Ste. 402, Orlando, FL 32803-3851 on this 26<sup>th</sup> day of August, 2002.

  
\_\_\_\_\_  
DAVID N. ROBINSON

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TALLAHASSEE, FLORIDA

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

PURSUANT TO THE PROVISIONS OF SECTIONS 608.415 OR 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is:

**MERRIS, L.L.C.**

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

**CHARLES D. HARGROVE, ESQUIRE  
SAVAGE-GASTON, HOGAN & HARGROVE, P.A.  
801 N. MAGNOLIA AVENUE, SUITE 402  
ORLANDO, FLORIDA 32803-3851**

*Having been named as registered agent and to accept service of process for the above stated corporation 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.*

DATE: August 26, 2002.

SIGNATURE: \_\_\_\_\_

*Charles D. Hargrove*  
Charles D. Hargrove, Esquire

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