

L03000006222

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

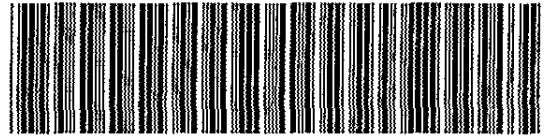
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800012236118

02/19/03--01026--007 **155.00

BK

FILED
03 FEB 19 AM 9:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE RUTHEMEYER GROUP LLC

ARTICLES OF ORGANIZATION

The undersigned, being a duly authorized representative of a member, desiring to form a limited liability company under and pursuant to the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, does hereby adopt the following Articles of Organization:

ARTICLE I. NAME

The name of the limited liability company is **THE RUTHEMEYER GROUP LLC** (the "Company").

ARTICLE II. ADDRESS

The principal office and mailing address of the Company is:

1479 N.E. 57th Place
Ft. Lauderdale, Florida 33334

ARTICLE III. REGISTERED AGENT AND OFFICE

The Company designates 1479 N.E. 57th Place, Ft. Lauderdale, Florida 33334 as the street address of the initial registered office of the Company and names Stacy Del Valle the Company's initial registered agent at that address to accept service of process within this state.

ARTICLE IV. MANAGEMENT

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

ARTICLE V. DURATION AND CONTINUATION

The period of the Company's duration shall commence with the filing of these Articles of Organization with the Secretary of State, and shall continue perpetually, unless terminated by the written agreement of a majority of ownership interest.


ARTICLE VI. PURPOSE

The purpose for which the Company is being formed is to engage in any activity or business permitted under the laws of the United States and the State of Florida.

ARTICLE VII. ADDITIONAL MEMBERS

Additional Members may be admitted upon the approval of a majority of the ownership interest of the Company, upon the written application of such new Member.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 5th day of February, 2003.


Stacy Del Valle
Duly Authorized Representative of a
Member

03 FEB 19 2003
TALLAHASSEE, FLORIDA
FILED

ACCEPTANCE OF REGISTERED AGENT

The undersigned agrees to act as registered agent for the Company named above, to accept service of process at the place designated in these Articles of Organization, and to comply with the provisions of Chapter 608, Florida Statutes, and acknowledges that he is familiar with, and accepts, the obligations of such position.

Stacy Del Valle

Stacy Del Valle

Dated: February 5, 2003

FILED
03 FEB 19 AM 9:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF THE
DULY AUTHORIZED REPRESENTATIVE OF THE SOLE MEMBER
OF
THE RUTHEMEYER GROUP LLC**

The undersigned, being the Duly Authorized Representative of the Sole Member as designated in the Certificate of Formation of **THE RUTHEMEYER GROUP LLC**, a limited liability company organized under the laws of the State of Florida effective February 5, 2003 (the "Limited Liability Company"), hereby certifies that Stacy Del Valle is the sole initial member, and shall be the sole manager, of the Limited Liability Company.

IN WITNESS WHEREOF, the undersigned hereby executes this Certificate as of the 5th day of February, 2003.

Stacy Del Valle
Stacy Del Valle
Authorized Representative

FILED
03 FEB 19 AM 9:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The Ruthemeyer Group LLC

Regulations

In accordance with Section 608.423(1), Florida Statutes, the undersigned sole member of the Company hereby adopts these Regulations of the Company effective as of the 5th day of February, 2003.

**Section I
Formation and Offices**

1.1 **Formation.** Pursuant to the Florida Limited Liability Company Act (the "Act"), an authorized representative of the sole Member has formed the Florida limited liability company by filing Articles of Organization ("Articles") for The Ruthemeyer Group LLC (the "Company") with the Florida Secretary of State with the express business purpose as therein set forth. The Member shall execute or cause to be executed all amendments to Articles, and do all filing, recording and other acts, as may be appropriate under the Act.

1.2 **Offices.** The Company shall have such offices as stated in the Articles, or as the Managers may determine from time to time.

1.3 **Registered Office and Registered Agent.** The location of the registered office and the name of the registered agent of the Company in the State of Florida shall be as stated in the Articles, or as shall be determined from time to time by the Managers.

**Section II
Definitions and Scope**

2.1 **Terms.** Unless otherwise stated herein, all terms shall have the same meaning as contained in the Act.

2.2 **Scope of Regulations.** To the extent not otherwise provided for in these Regulations, all matters relating to the Company and any interest therein shall be governed by Chapter 608 of the Florida Statutes as amended from time to time or any successor statute.

**Section III
Member Actions**

Any action required or permitted to be taken at a meeting of the Member shall be considered validly taken if evidenced by a written consent describing the action to be taken and signed by the Member.

**Section IV
Management and Control**

4.1 **Powers of the Managers.** Except as otherwise expressly provided in these Regulations, all of the business and affairs of the Company shall be managed by or under the direction of the Manager, if Managers are appointed, or otherwise by the Member. The Member may also appoint one or more officers, in addition to or in lieu of Managers, who shall manage the business as if such officers were Managers. All provisions of these regulations relating to Managers shall also pertain to Officers.

4.2 **Election and Term.** The persons named in the Articles, or elected by the Member at the Company's organizational meeting, as the initial Managers shall hold office until their successors have been elected and qualified or until their earlier resignation, removal from office, or death. At the first annual meeting of the sole Member and at each annual meeting thereafter, the Member shall elect Managers to hold office until the next succeeding annual meeting. Each Manager shall hold office for the term for which such Manager is elected and until such Manager's successor is elected and qualifies or until such Manager's earlier resignation, removal from office, or death.

03 FEB 19 AM 9:32
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

4.3 **Limitation on Powers of Managers.** Notwithstanding anything to the contrary contained in these Regulations, no Manager may, without the approval of the Member:

- (a) do any act in contravention of these Regulations;
- (b) do any act that would make it impossible to carry on the ordinary business of the Company, except as expressly provided in these Regulations;
- (c) execute or deliver any general assignment for the benefit of the creditors of the Company;
- (d) assign rights in specific Company property for other than a Company purpose;
- (e) knowingly or willingly do any act (except an act expressly required by these Regulations) that would cause the Company to become an association taxable as a corporation; or
- (f) sell all or substantially all of the assets of the Company, mortgage or voluntarily place a lien on any of the assets of the Company or merge the Company with or into another entity.

4.4 **Number, Appointment and Tenure of Managers.** There shall initially be only one Manager of the Company. The Member from time to time may fix the number of Managers and appoint such other Managers as the Member deems appropriate.

4.5 **Removal and Resignation of a Manager.**

- (a) Any Manager may be removed from such position at any time, with or without cause, by the Member.
- (b) A Manager may resign from such position at any time upon giving 30 days' prior written notice to the Member.
- (c) A Manager may be appointed only by the Member.

4.6 **Quorum and Voting.** A majority of the Managers constitutes a quorum for the transaction of business. The act of the majority of the Managers is the act of the Managers. Notwithstanding the above, any person appointed as President by the Member is hereby authorized to independently bind the Company as to third parties subject only to Subsection 4.3 hereof and any other restrictions imposed by the Member from time to time in writing.

4.7 **Meetings.** A regular meeting of the Managers shall be held without notice, immediately after and at the same place as the annual meeting of the sole Member, if any. The Managers may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than the resolution. Special meetings of the Managers may be called by or at the request of any Manager. Written notice of the time and place of special meetings of the Managers shall be given to each Manager by either personal delivery or by first class United States mail, telegram, or cablegram at least two days before the meeting. Notice of a meeting of the Managers need not be given to any Manager who signs a waiver of notice either before or after the meeting. Attendance of a Manager at a meeting constitutes a waiver of notice of the meeting and all objections to the time and place of the meeting, or the manner in which it has been called or convened, except when the Manager states, at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers need be specified in the notice or waiver of notice of the meeting. A majority of the Managers present, whether or not a quorum exists, may adjourn any meeting of the Managers to another time and place. Notice of any adjourned meeting shall be given to the Managers who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Managers.

FILED
03 FEB 08 AM 9:32
SICILIANI & ASSOCIATES, P.A.
TALLAHASSEE, FLORIDA

4.8 **Action Without Meeting.** Any action required or permitted to be taken at any meeting of Managers may be taken without a meeting if the action is evidenced by one or more written consents describing the action to be taken, signed by each and every Manager eligible to vote.

Section V Liability and Indemnification

5.1 Liability of Member.

(a) A Member shall be liable only to make the payment of the Member's capital contribution. No Member shall be liable for any obligations of the Company. After the Member's capital contribution has been paid, the Member shall not be required to make any further capital contribution or lend any funds to the Company.

(b) No distribution of cash made to the Member shall be determined a return or withdrawal of a capital contribution unless so designated by the Managers in their sole and exclusive discretion, and the Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company.

(c) Except as otherwise provided herein, the Member with a negative balance in such Member's capital account shall not have any obligation to the Company or any other Member to restore said negative balance to zero.

5.2 **Indemnification.** The Managers and their Affiliates and their respective stockholders, directors, officers, partners, agents, employees, heirs, and personal representatives (individually, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of the fact that such Person is or was a Manager or an Affiliate thereof or a stockholder, director, officer, agent, partner or employee thereof, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases (i) the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful and (ii) the Indemnitee's conduct did not constitute gross negligence or willful or wanton misconduct. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified in (i) or (ii) above. Any indemnification pursuant to this Section V shall be made only out of the assets of the Company and no Manager or Member shall have any personal liability on account thereof.

5.3 **Expenses.** Expenses (including reasonable legal fees) incurred by an Indemnitee in defending or investigating any actual or threatened claim, demand, action, suit or proceeding described in Subsection 5.2 shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section V.

5.4 **Non-Exclusivity.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Section V shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Articles, these Regulations, any other agreement, the consent of the sole Member a policy of insurance, or otherwise, and shall not limit in any way any right that the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section V shall continue as to a Person who has ceased to be Manager and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of such a Person.

5.5 **Insurance.** Upon the approval of the Member, the Company may purchase and maintain insurance on behalf of the Managers against any liability asserted against them and incurred by them in such capacity, or arising out of their status as managers, whether or not the Company would have the power to indemnify them against such liability under this Section V.

5.6 **Reliance by Managers.** In discharging his duties, any Manager, when acting in good faith, may rely upon information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by (a) one or more officers or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented, (b) counsel, public accountants, or other persons as to matters that the Manager believes to be within that person's professional or expert competence, or (c) a committee of Managers upon which Manager does not serve, duly designated according to law, as to matters within its designated authority, if the Manager reasonably believes that the committee is competent.

Section VI

Transfers of Interests

6.1 **Transfer Permitted.** A Member may transfer its interest in the Company at any time without restriction.

6.2 **Additional Members.** After the formation of the Company, any Person acceptable to the Managers and the sole Member may become an Additional Member of the Company for such consideration the Managers shall determine. No Additional Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company.

Section VII

Dissolution and Termination

7.1 **Events Causing Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

- (a) The consent vote of the Member to dissolve;
- (b) The vote of the Managers to dissolve; and
- (c) Except as otherwise agreed upon in these Regulations, any other event causing a dissolution of the Company under the provisions of the Act.

7.2 Cash Distributions Upon Dissolution.

(a) Upon the dissolution of the Company as a result of the occurrence of any of the events set forth in Subsection 7.1, the Managers shall proceed to liquidate the Company and the liquidation proceeds shall be applied and distributed in the following order of priority:

(i) First, to the payment of debts and liabilities of the Company in the order of priority as provided by law (other than any loans or advances that may have been made by the Member to the Company) and the expenses of liquidation.

(ii) Second, to the establishment of any reserve that the Managers may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Such reserve may be paid over by the Managers to any attorney at law, or other party acceptable to the Member, as escrow agent to be held for disbursement in payment of any of the aforementioned liabilities and, at the expiration of such period as shall be deemed advisable by the Managers, for distribution of the balance, in the manner hereafter provided in this Section VII.

(iii) Third, to the repayment of any loans or advances that may have been made by the Member to the Company.

(iv) Fourth, to the Member.

Section VIII Accounting and Bank Accounts

8.1 **Fiscal Year and Accounting Method.** The fiscal year and taxable year of the Company shall be the same as the fiscal year of the sole Member unless otherwise designated by the Managers and approved by the Member. The Managers shall also determine the accounting method to be used by the Company.

8.2 Books and Records.

(a) The books and records of the Company shall be maintained at the principal office of the Company.

(b) Each Member (or such Member's designated representative) shall have the right during ordinary business hours and upon reasonable notice to inspect and copy (at such Member's own expense) all books and records of the Company.

8.3 **Financial Reports.** As soon as reasonably practicable after the end of each fiscal year of the Company, the Company shall cause to be prepared and delivered to the Member all information with respect to the Company necessary for the Member's federal and state income tax returns.

8.4 **Tax Returns and Elections.** The Company shall cause to be prepared and timely filed all federal, state and local income tax returns or other returns or statements required by applicable law. The Company shall claim all deductions and make such elections for federal or state income tax purposes which the Managers reasonably believe will produce the most favorable tax results for the Member. Unless otherwise designated by the Member, the Company shall be considered a sole proprietorship for federal and state income taxes (where applicable).

8.5 **Bank Accounts.** All funds of the Company shall be deposited in a separate bank, money market or similar account(s) approved by the Managers and in the Company's name. Withdrawals therefrom shall be made only by persons authorized to do so by the Managers.

Section IX Miscellaneous

9.1 **Title to Assets.** Title to all assets acquired by the Company shall be held in the name of the Company. The Member shall not individually have any ownership interest or rights in the assets of the Company.

9.2 **Nature of Interest in the Company.** A Member's Interest shall be personal property for all purposes.

9.3 **Amendment.** Except as otherwise expressly provided elsewhere in these Regulations, these Regulations shall not be altered, modified or changed except by a written document duly executed by the Member at the time of such alteration, modification or change.

9.4 **No Third Party Rights.** None of the provisions contained in these Regulations shall be for the benefit of or enforceable by any third parties, including creditors of the Company.

9.5 **Severability.** In the event any provision of these Regulations is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of these Regulations shall not

FILED
03 FEB 19 AM 9:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.


9.6 **Binding Agreement.** Subject to the restrictions on the disposition of Interests herein contained, the provisions of these Regulations shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

9.7 **Headings.** The headings of the sections of these Regulations are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

9.8 **Interpretation.** Except as otherwise provided herein, to the extent provisions or terms of these Regulations are subject to varying interpretations or constructions, the parties intend that such provisions and terms be interpreted consistent and in accordance with any similar provisions and terms set forth in Chapter 608, Florida Statutes as amended from time to time or any successor statute.

9.9 **Governing Law.** These Regulations shall be construed according to and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these Regulations to be duly executed as of the date first written above.


Stacy DelValle

FILED
03 FEB 19 AM 9:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Schedule A to
The Ruthemeyer Group LLC Regulations**

| <u>Member Name</u> | <u>Initial Capital Contribution</u> |
|--------------------|-------------------------------------|
| Stacy Del Valle | \$100.00 |

FILED
03 FEB 19 AM 9:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA