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Watson & Osborne, P.A.
Attorneys at Law

KEITH WATSON
LEE S. OSBORNE
WILLIAM J. JOOS
GERARD SCHLOTH

REPLY TO:
2500 MONUMENT ROAD, SUITE 201

May 8, 2003

Florida Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

Re: LRM INVESTMENTS, LLC

Dear Sir or Madam:

Enclosed please find the original and one (1) copy of the Articles of Incorporation for LRM Investments, LLC. Also enclosed is our check in the amount of \$155.00, payable to the Florida Department of State, to cover your fees for filing, registration and certification.

If you have any questions, please feel free to contact me. Your assistance is greatly appreciated.

Very truly yours,

Lee S. Osborne

LSO/cys

Enclosures

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TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION
OF
LRM INVESTMENTS, LLC

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TALLAHASSEE, FLORIDA

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be **LRM INVESTMENTS, LLC**, and its principal office and mailing address shall be 2000 Strand Street, Neptune Beach, Florida 32266, 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

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; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
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, properly advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objectives, of the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or growing 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 the limited liability company 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 III

EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company 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 the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE IV
MANAGEMENT

Management of this limited liability company is reserved to its members, whose names and addresses are as follows:

Larry L. Olguin, Jr.
3948 South 3rd Street, Unit 138
Jacksonville Beach, FL 32250

Richard J. Burnett, III
4458 Hunters Haven Lane East
Jacksonville, Florida 32224

Max D. Olguin
4235 Marsh Landing Blvd., Apt. 231
Jacksonville Beach, FL 32250,

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except that by affixing their signatures hereto, Max D. Olguin and Larry L. Olguin, Jr. hereby appoint Richard J. Burnett, III as Manager, who shall have authority to bind the limited liability company in all respects.

ARTICLE V
MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of all 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 the limited liability company, this member shall be entitled only to reimbursement of his capital contribution(s), and the remaining members shall have the right to continue the business upon the unanimous consent of the remaining members, with each of the remaining members thereafter dividing any profits or losses previously received or borne by the terminating member in the same proportion as the remaining members would have been entitled/liable pursuant to Article VII hereof absent the terminating member. The terminating member, if living, shall be required to sign

a non-compete agreement for a period of two (2) years and a distance fifty (50) miles from the principal office of the limited liability company.

ARTICLE VI

CAPITAL CONTRIBUTIONS

Capital contributions shall be paid to the limited liability company by the three members as follows:

Larry L. Olguin, Jr. - \$20,000.00
Richard J. Burnett, III - \$20,000.00
Max D. Olguin - \$0.00

Additional contributions will be made as required for investment purposes, as determined by unanimous consent of the members.

ARTICLE VII

PROFITS AND LOSSES

(a) *Profit Sharing.* The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to his distributive share of the profits, as follows:

Larry L. Olguin, Jr. - 42.5%
Richard J. Burnett, III - 42.5%
Max D. Olguin - 15.0%

The distributive share of the profits shall be determined and paid to the members each year on the anniversary date of the commencement of business of the limited liability company, or as otherwise agreed to in writing by the members.

(b) *Losses.* All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members proportionate to proposed profit distribution above.

ARTICLE VIII

DURATION

This limited liability company shall exist until dissolved in a manner provided by law, as provided in the regulations adopted by the members.

ARTICLE IX


INITIAL REGISTERED OFFICE AND REGISTERED AGENT


The address of the initial registered office of the limited liability company is 2000 Strand Street, Neptune Beach, Florida 32266, and the name of the company's initial registered agent at that address is RICHARD J. BURNETT, III.

The undersigned, being the original members of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of LRM INVESTMENTS, LLC.

Executed by the undersigned at Duval City on this 8th day of May, 2003.


LARRY L. OLGUIN, JR.


RICHARD J. BURNETT, III


MAX D. OLGUIN

Sworn to before me this 8th day of May, 2003 by Larry L. Olguin, Richard J. Burnett, and Max D. Olguin who produced _____ as identification.





Christopher Ackerman
My Commission DD113874
Expires May 01, 2006

STATEMENT DESIGNATING REGISTERED AGENT AND OFFICE

STATE OF FLORIDA
COUNTY OF DUVAL

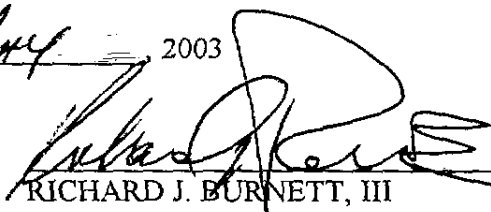
Pursuant to the provisions of Section 608.407(1)(d) of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement designating its registered office and registered agent in the State of Florida:

The name of the limited liability company is LRM INVESTMENTS, LLC .

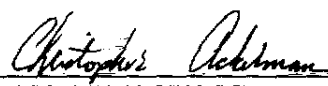
The name of the registered agent for LRM INVESTMENTS, LLC is RICHARD J. BURNETT, III, and the street address of the company's principal office where the agent is located is 2000 Strand Street, Neptune Beach, Florida 32266.

This statement is to acknowledge that, as indicated above, LRM INVESTMENTS, LLC has appointed me, RICHARD J. BURNETT, III, as its registered agent to accept service of process for the company at the place designated above in this certificate. I accept this 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 property and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Dated this 8 day of May 2003


RICHARD J. BURNETT, III
Member/Registered Agent

The foregoing instrument was acknowledged before me this 8th day of May 2003 by RICHARD J. BURNETT, III, member and registered agent on behalf of LRM INVESTMENTS, LLC, a limited liability company. He is personally known to me or has produced Florida Drivers License as identification.


NOTARY PUBLIC
(Seal)



Christopher Ackerman
My Commission DD113874
Expires May 01, 2006

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