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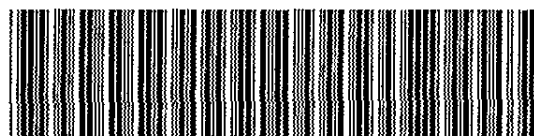
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Tile & Stone LLC

Art of Inc. File

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Art. of Amend. File

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☒ Annual Report / Reinstatement

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Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

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UCC 11 Search

UCC 11 Retrieval

Courier

Signature

Requested by:

Name

Date

Time

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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - NAME

The name of the Limited Liability company is **TILE & STONE, L.L.C.**

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Limited Liability Company is 505 Casa Puya Circle, St. Augustine, FL 32080.

ARTICLE III - DURATION

The period of duration for the Limited Liability Company shall be: perpetual until terminated or dissolved in accordance with Florida Statutes and/or agreement by all members.

ARTICLE IV - MANAGEMENT

The Limited Liability Company is to be managed by a manager or managers and the name(s) and address(es) of such manager(s) who is/are to serve as manager(s) is/are:

Frank P. Corrente
505 Casa Puya Circle
St. Augustine, FL 32080

(If manager or managing member is a business entity it must be listed and active on the records of Department of State)

ARTICLE V - ADMISSION OF ADDITIONAL MEMBERS

The right, if given, of the remaining members to admit additional members and the terms and conditions of the admissions shall be: as found in the Member Control Agreement, Paragraph 5.a-e) (Exhibit A).

ARTICLE VI - MEMBERS RIGHTS TO CONTINUE BUSINESS

The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be: as found in the Member Control Agreement, Paragraph 5.a-e) (Exhibit A).

The undersigned has(ve) executed these Articles of Organization for Florida Limited Liability Company this 30 day of May, 2003.

Frank P. Corrente
FRANK P. CORRENTE
Date: May 30, 2003

correntel.03g

FILED
JUN 10 2003
CLERK OF DISTRICT COURT
NORTH DAKOTA
JUL 10 2003

LLC MEMBER CONTROL AGREEMENT

THIS AGREEMENT is entered into by and among the undersigned persons who are members of **TILE & STONE, L.L.C.**, a Limited Liability Company, organized and existing under the laws of the State of Florida, (hereinafter collectively referred to as the "Members") and **TILE & STONE, L.L.C.**, a Limited Liability Company (hereinafter referred to as the "LLC").

WHEREAS, the Members own issued and outstanding ownership interests in the LLC (hereinafter referred to as "Interests") as set forth on Exhibit "A" and attached hereto;

WHEREAS, the Members believe it to be in the best interest of the parties that (a) the Members set forth herein their respective rights and obligations and (b) the Members be restricted in their rights to dispose of their Interests they now own or may hereafter acquire;

WHEREAS, the LLC believes it to be in its best interest to provide for its protection in certain circumstances including the redemption of the Interests when certain events occur with respect to the Members;

NOW, THEREFORE, in consideration of the foregoing premises, which are hereby incorporated as part of this Agreement, and the mutual covenants herein contained, the parties hereto agree as follows:

1. **Officers and Managers.** The parties agree that the officers and managers of the LLC, if any, shall be as follows:

Manager:	Frank P. Corrente
President:	Frank P. Corrente
Vice President:	Frank P. Corrente
Chief Financial Officer	Frank P. Corrente
Secretary:	Frank P. Corrente

2. **Actions.** The parties agree that as long as the Members or any of them are members of the LLC, (a) any action requiring the consent of the members shall not be taken unless all the Members unanimously agree to said action, (b) the Managers of the LLC, if any,

shall consists solely of the Members and (c) that any action requiring the consent of the Managers shall not be taken unless all such Managers unanimously agree to said action.

3. **Distribution of Income.** The parties agree that the LLC shall distribute each year 100% (*insert dollar amount or percentage of the profits*) to each Member. The parties also agree that the LLC shall distribute each year at least thirty percent (30%) of its taxable income to be distributed to each Member in the same proportion as taxable income is reportable in each Member's federal tax return. The parties agree that this amount may be changed by unanimous consent in the event of a federal tax rate change.

4. **Negative Covenants.** The LLC will not, without the express written consent of all the Members:

(a) enter into any agreements including any agreements to borrow money, or to obligate the LLC for any amount in excess of \$N/A;

(b) materially change or alter the nature of its business;

(c) make loans to any person, firm or entity;

(d) change, alter, modify or permit any change, alteration, or modification of its certificate of organization, operating agreement or other governing documents without the express written consent of all the parties;

(e) enter into any agreement to sell all or substantially all of its assets to any person, firm, or other entity;

(f) consolidate with, merge with, or acquire the stock or assets of any person, firm, or other entity, whether by merger, consolidation, purchase of stock or otherwise; and

(g) declare or pay any cash distributions on, or redeem, retire or otherwise acquire, directly or indirectly, any LLC interest; provided however that the LLC shall be permitted to take such actions consistent with this Agreement.

[Insert any additional negative covenants]

5. **Nontransferability of Interests.** No party nor their heirs, executors, administrators, and assigns shall sell, assign, create a security interest in, pledge, or otherwise transfer or encumber the Interests issued or to be issued hereunder (except to their families which shall consist of spouse, issue, siblings, and parents) without the prior written consent of the other Members, except that a Member shall have the right to sell his or her shares without such consent upon compliance with the articles of organization, operating agreement or other governing documents and the following terms and conditions:

(a) Whoever shall desire to sell his or her Interests must cause the purchaser to make the same offer to purchase all the Interests of the Members on the same terms and conditions as made to the selling Member. The other Members shall have thirty (30) days to accept or reject the offer.

(b) If the other Members reflect the offer, whoever shall desire to sell his or her Interests shall first offer the offer thereof to the LLC and the other Members on a pro-rata basis upon the same terms and conditions as made to the selling Member. Such offer shall be communicated by the one offering to sell his or her Interest to all other parties and the LLC by written notice. If either the LLC or the other Members do not wish to purchase the pro-rata share, the LLC or other Members may purchase all or any part of the Interests being sold.

(c) In the event that such offer shall not be accepted by written notice no later than thirty (30) days after the date of the mailing of the offer by either the LLC or the other Members, whoever shall have offered the Interests shall be free to sell his or her Interests to any other person, firm, or entity, subject to any restrictions in the articles of organization, operating agreement, or other governing documents, except that the subsequent transfer of such Interests shall not be on different or terms more favorable to the transferee than the terms upon which the transfer was initially offered to the LLC or other Members.

(d) If, within thirty (30) days after the expiration of the thirty (30) day period referred to in the preceding paragraph, the Member offering to sell his or her Interests

shall fail to consummate a sale thereof to any other purchaser; then no sale of such shares may be made thereafter by the offeror without again reoffering the same to the LLC or the other Members in accordance with the provisions of this paragraph.

(e) Each Interest Certificate issued by the LLC to the Members, if any, shall bear an appropriate legend that the transfer of such Interests is restricted by the provisions of this Agreement.

6. **Redemption of Interests on Death.** Upon the death of any Member, the LLC shall purchase and the legal representative and any other Member, or other person who has an ownership interest in the Interests owned by the deceased Member, shall each sell the entire Interest they may have in the Interests. The purchase price of such Interests shall be computed and paid in accordance with the provisions of this Agreement.

7. **Determination of Purchase Price and Payment.**

(a) The price for Interests purchased pursuant to this Agreement shall be the Interest's net worth in the LLC, adjusted to reflect the fair market value of the LLC's contracts and potential contracts, of the LLC at the close of the fiscal quarter immediately preceding the occurrence of the event giving rise to the purchase. The Interest's net worth shall be determined by unanimous agreement in writing agreed to within one (1) year of the date of death among the Members, or if they cannot agree or there is no agreement within such one (1) year period of the date of death, by a certified public accountant, selected by the LLC, in accordance with the accounting principles generally applied by the LLC.

(b) If the selling Member's estate does not agree with the purchase price determined by the account selected by the LLC, the selling Member's estate shall select an independent certified public accountant who shall, jointly with the accountant selected by the LLC, determine the purchase price of the Interests according to the terms of the preceding paragraph. In the event such accountants cannot agree on the purchase price, they shall select a third independent certified public accountant. The purchase price determined by a majority of the three accountants shall be final and binding.

(c) In the event of the Member's death the LLC shall pay to the Member's legal representative, for application upon the purchase price of the Member's Interest, at least twenty percent (20%) of the total purchase price of the Interest. Such initial payment shall be made on or before the thirtieth (30th) day following the date upon which the accountants determine the purchase price of the Interest.

(d) The LLC shall pay to the selling party the balance of the purchase price (hereinafter referred to as the "Balance") represented by the amount by which the aggregate purchase price of the Interest exceeds the amount of the initial payment, in twelve (12) consecutive equal monthly payments commencing one month after the initial payment. The Balance outstanding shall bear interest from the date of death, payable monthly together with the principal, at a rate equal to the yield to maturity of one hundred eight (180) day United States Treasury Bills (at their date of issue) issued most recently prior to the date on which the interest rate is being determined.

(e) The obligation to pay the Balance and interest thereon shall be evidenced by a duly executed promissory note, payable to the order of the selling party, secured by the Interest being sold which shall be held in escrow until the final payment, and containing the aforesaid terms and such other terms as are customary for such instruments, including acceleration in the event of default, the right of prepayment in whole or in part without penalty.

8. **Interests.** This Agreement shall control the disposition of any Interest of the LLC now owned or hereafter acquired by the Members.

9. **Miscellaneous.**

(a) *Entire Agreement/Modification.* This Agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of

compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

(b) *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(c) *Successor and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective successor, legal representatives, and assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.

(d) *Notices.* All notices, requests, demands, and other communications made hereunder shall be in writing and shall be deemed duly given if delivered or sent by telex, facsimile, or registered or certified mail, postage prepaid, as follows, or to such other address or person as the party may designate by notice to the other party hereunder:

Name: Frank P. Corrente
Address: 505 Casa Puya Circle
St. Augustine, FL 32080

(e) *Construction.* Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

(f) *Execution and Counterparts.* This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

(g) *Governing Law.* This agreement shall be governed by, and interpreted in accordance with, the laws of the state of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 30 day of May, 2003.

Frank P. Corrente
FRANK P. CORRENTE
Title: Manager

corrente4.03g

RECEIVED
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FED

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

Pursuant to the provisions of Section 608.415 or 608.507, Florida Statutes, the undersigned Limited Liability Company submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the Limited Liability Company is: **TILE & STONE, L.L.C.**
2. The name and address of the registered agent and office is:

JOSEPH L. BOLES, JR.
19 Riberia Street
St. Augustine, FL 32084
(PO Box not acceptable)

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


JOSEPH L. BOLES, JR.

Date: 5-29, 2003