

DON SCHICK
4741 NE 13TH Avenue
Oakland Park, FL 33334

(954) 491-9042

FILED
03 DEC 15 PM 1:08

STATE
TALLAHASSEE, FLORIDA

December 10, 2003

FLORIDA DEPARTMENT OF STATE
Division of Corporations – Registration Section
P.O. Box 6327
Tallahassee, FL 32314

RE: *LLC Registration for:*

Don Schick, LLC
4741 NE 13th Avenue
Oakland Park, FL 33334
(954) 491-9042

Ladies and Gentlemen:

Enclosed please find a check in the amount of \$160.00 along with the necessary documents to establish a “single member” Limited Liability Company under the Florida Limited Liability Company Act for the above referenced entity. The \$160.00 fee should cover the following items:

\$100.00	Filing Fee For Articles of Organization
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy Fee
<u>\$ 5.00</u>	Certificate of Status Fee

\$160.00 TOTAL Submitted

Should any additional information be required, please contact us directly in writing.

Sincerely,



Don Schick

Enclosures

**ARTICLES OF ORGANIZATION
OF
DON SCHICK, LLC
Under the Florida Limited Liability Company Act**

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CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF PALM BEACH, FLORIDA

ARTICLE I

NAME:

The name of this limited liability company is **DON SCHICK, LLC** (the "Company").

ARTICLE II

MAILING AND STREET ADDRESS:

The mailing and street address of the principal office of the Company is: **4741 NE 13th Avenue, Oakland Park, Florida 33334.**

ARTICLE III

REGISTERED AGENT AND OFFICE:

The name and street address of the Company's initial registered agent in Florida is: **Don Schick; 4741 NE 13th Avenue, Oakland Park, Florida 33334.**

ARTICLE IV

MANAGEMENT:

The members of the Company reserve entirely the right to exercise the powers of the Company, and to manage the business and affairs of the Company. The person who will serve and is authorized to act as the sole member of the Company until the first annual meeting of members or until his successor is elected and qualified is: **Don Schick**

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ARTICLE V

ADMISSION OF NEW MEMBERS:

Members of the Company have the right to admit new members upon the written consent of a majority in interest of the existing members, and the existing members shall determine the amount and nature of contributions by new members at the time new members are admitted.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on 12-11, 2003.



Don Schick, Organizing Member

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ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

STATE
FLORIDA

Having been named as Registered Agent to accept service of process for **DON SCHICK, LLC**, at the place designated in the foregoing Articles of Organization, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of the Florida Limited Liability Company Act 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.

Dated: 12-11-03

By: Don Schick
Don Schick, Initial Registered Agent

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"Member" means the Person signing this Operating Agreement and any Person who subsequently is admitted as a member of the Company.

"Membership Rights" means all of the rights of a Member in the Company, including a Members: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Operating Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

"Person" means and includes an individual, corporation, partnership, association, Limited Liability Company, trust, estate, or other entity.

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"profit" and "loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with the Code.

"Operating Agreement" means this Operating Agreement, as amended from time to time.

"Treasury Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Department of State" means the Florida Department of State.

"successor" means all Persons to whom all or any part of an Interest is transferred either because of (i) the sale or gift by Member of all or any part of his/her Interest, (ii) an assignment of Member's Interest due to Member's Involuntary Withdrawal, or (iii) because Member dies and the Persons are Member's personal representatives, heirs, or legatees.

"Transfer" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

"withdrawal" means a Member's dissociation from the Company by any means.

Section II Formation and Name; Office; Purpose; Term

2.1. *Organization.* The Member hereby organizes a limited liability company pursuant to the Act and the provisions of this Operating Agreement and, for that purpose, has caused Articles of Organization to be prepared, executed, and filed with the Department of State on December 11, 2003.

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2.2. *Name of the Company.* The name of the Company shall be "**Don Schick, LLC.**" The Company may do business under that name and under any other name or names upon which Member may, in his sole discretion, determine. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name registration as required by law.

2.3. *Purpose.* Company is organized to provide construction and sand blasting services, and to do any and all things necessary, convenient, or incidental to that purpose. In addition, the Company may engage in and perform any act concerning any or all lawful businesses for which limited liability companies may be organized according to the Act which purposes have been specifically authorized by all Members.

2.4. *Term.* The term of the Company began upon the acceptance of the Articles of Organization by the Department of State and its duration shall be perpetual, unless its existence is sooner terminated pursuant to Section VII of this Operating Agreement.

2.5. *Principal Office.* The principal office of the Company shall be located at **4741 NE 13th Avenue, Oakland Park, Florida 33334**, or at any other place which Member, in his/her sole discretion, determines.

2.6. *Registered Agent/Registered Office.* The name and street address of the Company's registered agent and registered office in the State of Florida shall be **Don Schick, 4741 NE 13th Avenue, Oakland Park, Florida 33334.**

2.7. *Member.* The name, present mailing address, and Percentage Interest of the sole Member is set forth on Exhibit A.

Section III Capital; Capital Accounts

3.1. *Initial Capital Contributions.* Upon the execution of this Operating Agreement, Member shall contribute to the Company the cash and property set forth on Exhibit A.

3.2. *No Other Capital Contributions Required.* Member shall not be required to contribute any additional capital to the Company, and except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company.

3.3. *Loans.* Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

3.4. *Capital Accounts.* A capital account shall be maintained by the Company for the Member.

Section IV
Profit, Loss, and Distributions

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4.1. *Distributions of Cash Flow.* Cash Flow for each taxable year of the Company shall be distributed to Member no later than seventy-five (75) days after the end of the taxable year.

4.2. *Allocation of Profit or Loss.* All Profit or Loss shall be allocated to Member.

4.3. *Liquidation and Dissolution.* If the Company is liquidated, the assets of the Company shall be distributed to Member or to a Successor or Successors.

Section V
Management: Rights, Powers, and Duties

5.1. *Management.* The Company shall be managed solely by the Member.

5.2. *Personal Services.* Member shall not be required to perform services for the Company solely by virtue of being a Member.

5.3. *Liability and Indemnification.*

5.3.1. The Member shall not be liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by him/her with respect to Company matters, except for fraud.

5.3.2. The Company shall indemnify Member for any act performed by him/her with respect to Company matters, except for fraud.

Section VI
Transfer of Interests and Withdrawal of Member

6.1. *Transfers.*

6.1.1. *Transfers by Member.* Member may transfer all, or any portion of, his/her interest or rights in, his/her Membership Rights to one or more Successors.

6.2. *Transfer to a Successor.* In the event of any Transfer of all or any part of Member's Interest to a Successor, the Successor shall thereupon become a Member and the Company shall be continued.

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Section VII
Dissolution, Liquidation, and Termination of the Company

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7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

7.1.1. If the Member determines to dissolve the Company.

7.2. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company in satisfaction of the liabilities of the Company, and then to the Person(s) who is/are the Member(s) of the Company in proportion to his/their Interests.

7.3. *Filing of Articles of Dissolution.* If the Company is dissolved, Articles of Dissolution shall be promptly filed with The Department of State. If there are no remaining Members, the Articles of Dissolution shall be filed by the last Person to be a Member; if there are no remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

Section VIII
Books, Records, Accounting, and Tax Elections

8.1. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Member shall unanimously determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. *Books and Records.* The Member shall not be required to keep or cause to be kept complete and accurate books and records of the Company nor supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records, if any, shall be maintained in accordance with sound accounting principles and practices.

8.3. *Annual Accounting Period.* The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Member, subject to the requirements and limitations of the Code.

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**Section IX
General Provisions**

9.1. *Applicable Law.* The internal law, not the law of conflicts, of the State of Florida, shall govern all questions concerning the construction, validity, and interpretation of this Operating Agreement.

9.2. *Section Titles.* The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Operating Agreement or the intent of the provisions hereof.

9.3. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.4. *Severability of Provisions.* Each provision of this Operating Agreement shall be considered severable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Operating Agreement which are valid.

IN WITNESS WHEREOF, the Member has executed this Operating Agreement under seal, as of the date set forth hereinabove.

MEMBER:

 (SEAL)
Don Schick, Sole Member

DON SCHICK, LLC
Operating Agreement

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Exhibit A
Capital Contribution and Percentage Interest in the Company

STATE OF FLORIDA
COUNTY OF ALLEN, FLORIDA

Member Name	Capital Contribution	Percentage Interest
Don Schick	\$100	100%

DON SCHICK, LLC
Operating Agreement

Exhibit B
Articles of Organization

INSERT FLORIDA ARTICLES OF ORGANIZATION

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IN WITNESS WHEREOF, I [We] have signed these Articles of Organization and acknowledged them to be my [our] act this 11th day of December, 2003.

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STATE
ALLIANCE, FLORIDA



Don Schick