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Dixie Arr LLC

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☒ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☐ Merger File
- ☐ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☐ Cert. Copy
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- ☐ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
- ☐ Vehicle Search
- ☐ Driving Record
- ☐ UCC 1 or 3 File
- ☐ UCC 11 Search
- ☐ UCC 11 Retrieval
- ☐ Courier

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**ARTICLES OF ORGANIZATION FOR
FLORIDA LIMITED LIABILITY COMPANY**

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ARTICLE I: NAME AND ADDRESS

The name of the limited liability company is **Dixie Air, LLC**. The initial mailing address and street address of the principal office of the limited liability company is 2990 U.S. Hwy 301 N., Ellenton, FL 34222.

ARTICLE II: PURPOSE AND POWERS

The purpose and powers of this limited liability company is to engage in all lawful business authorized for a Limited Liability Company pursuant to Section 608.403 of the Act, including without limitation the acquisition, disposition, purchase, lease, encumbrance, financing, marketing, promoting, improving, developing, managing, selling, buying and otherwise dealing with real and personal property and all such other activities incidental or useful to the foregoing.

ARTICLE III: DURATION

The Company's existence shall commence on the date these Articles are filed with the Florida Department of State, and shall continue until perpetuity from the commencement date, or until dissolved by its Members in accordance with Section 608.441 of the Act, or the provisions of these Articles.

ARTICLE IV: MANAGEMENT

The management of the Company is reserved to the members in their capacity as members; provided, however, the members shall designate in the Operating Agreement a managing member who shall have the powers provided therein. Until such time as an Operating Agreement designates such manager the interim manager shall be Peter Vole III.

ARTICLE V: ADMISSION OF ADDITIONAL MEMBERS

No additional members shall be admitted to the company except with the unanimous written consent of all the members of the company and upon such terms and conditions as set forth in the Operating Agreement. A member may transfer his or her interest in the company, but the transferee shall have no right to participate in the management of the business and affairs of the company or become a member unless all the other members of the company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous consent.

ARTICLE VI: REGISTERED AGENT

The name and the Florida street address of the registered agent are:

Peter Vole, III
2990 U.S. Hwy 301 N.
Ellenton, FL 34222

ARTICLE VII: MEMBER'S RIGHTS TO CONTINUE BUSINESS

The right 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 (a "Withdrawal Event"), or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be only upon the consent of all of the remaining Members within 90 days after the Withdrawal Event.

ARTICLE VIII: OPERATING AGREEMENT

An Operating Agreement shall be prepared and adopted to govern the internal affairs of the Company containing such provisions as the members consider necessary, reasonable, or desirable, except that no provision of such Operating Agreement may conflict with the provisions of these Articles unless permitted herein. The power to adopt, alter, amend, or repeal the Operating Agreement shall be set forth in the Operating Agreement, except that the initial form shall be approved by all of the members.

ARTICLE IX

No debt shall be contracted nor liability incurred by or on behalf of the Company except by its member managers, and no member is authorized or empowered to contract debts or incur liabilities on behalf of the Company unless such member is a manager.

Peter Vole III

Peter Vole, III
Managing Member

3/19/04

Date

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above-named limited liability company at the place designated in these Articles of Organization, I hereby accept 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 as provided for in Chapter 608, F.S.

Dated: 3/19/04

Peter Vole III
Peter Vole, III, Registered Agent