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FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

September 29, 2004

CAPITAL CONNECTION, INC.

SUBJECT: EVAN B. PLOTKA, PLLC
Ref. Number: W04000035957

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We have received your document for EVAN B. PLOTKA, PLLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

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CAPITAL CONNECTION, INC.

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(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

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Evan B Plotka PLLC

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☒ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☐ Merger File
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- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☐ Cert. Copy
- ☐ Photo Copy
- ☐ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
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EVAN B. PLOTKA, PLLC

**Articles of Organization for a Professional Limited Liability Company
Pursuant to Chapter 608, Florida Statutes**

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ARTICLE I

Name, Registered Office and Registered Agent

Section 1. Name & Purpose. The name of this Company is EVAN B. PLOTKA, PLLC. Its purpose shall be to provide professional legal services throughout the State of Florida.

Section 2. Registered Office and Registered Agent. The address of the registered office of this Company and the agent at said address is:

Evan B. Plotka
SouthTrust Tower
One East Broward Boulevard
Suite 444
Fort Lauderdale, Florida 33301.

ARTICLE II

Seal and Fiscal Year

Section 1. Seal. The seal of this Company shall have inscribed on it the name of this Company, the date of its organization and the words "Corporate Seal, State of Florida". The words "corporate seal" or their equivalent may be used as a facsimile of or as the seal.

Section 2. Fiscal Year. The fiscal year of this Company shall be determined by the Managers upon filing the tax return of this Company.

ARTICLE III

Powers

The Company may:

Section 1. Sue or be sued, or complain or defend in its name.

Section 2. Purchase, take, receive, lease, or otherwise acquire, own, hold, improve, or use, or otherwise deal in or with, real or personal property, wherever situated.

Section 3. Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, or transfer, or otherwise dispose of, all or any part of its property or assets.

Section 4. Purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, or pledge, or otherwise dispose of or otherwise use or deal in or with shares or other interests in or obligations of other foreign or domestic limited liability companies, domestic or foreign corporations, associations, general or limited partnerships, or individuals; or direct or indirect obligations of the United States or any other government, state, territory, governmental district, or municipality or of any instrumentality thereof.

Section 5. Make contracts or guarantees or incur liabilities; borrow money at such rates of interest as the limited liability company may determine; issue its notes, bonds, or other obligations; or secure any of its obligations by mortgage or pledge of all or any part of its property, franchises, and income.

Section 6. Lend money for any lawful purposes, invest or reinvest its funds, or take and hold real or personal property as security for the payment of funds so loaned or invested.

Section 7. Conduct its business, carry on its operations and have offices, and exercise the powers granted by this chapter within or without this state.

Section 8. Elect or appoint managers and agents of the limited liability company, define their duties, and fix their compensation.

Section 9. Make and alter its regulations, not inconsistent with its articles of organization or with the laws of this state, for the administration and regulation of the affairs of the company.

Section 10. Make donations to the public welfare or for charitable, scientific, or educational purposes.

Section 11. Indemnify a member or manager or any other person to the same extent as a corporation may indemnify any of the directors, officers, employees, or agents of the corporation against expenses actually and reasonably incurred by him or it in connection with the defense of an action, suit, or proceeding, whether civil or criminal, in which he or it is made a party.

Section 12. Cease its activities and surrender its certificate of organization.

Section 13. Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is organized.

Section 14. Transact any lawful business which the members or the managers find to be in aid of governmental policy.

Section 15. Pay pensions and establish pension plans, profit-sharing plans, and other incentive plans for any or all of its managers and employees.

Section 16. Be a promoter, incorporator, general partner, limited partner, member associate, or manager of any corporation, partnership, limited partnership, limited liability company, joint venture, trust, or other enterprise.

Section 17. Have and exercise all powers necessary or convenient to effect its purposes.

ARTICLE IV

Members Meetings

Section 1. Place of Meetings. Meetings of the members shall be held at the office of the Company or at any other place within or without the State of Florida.

Section 2. Annual Meeting. An annual meeting of the members shall be held on the 2nd day in January of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following that which is not a legal holiday, at 10:00 a.m., and the members shall elect Managers and officers and transact other business. If an annual meeting has not been called and held within six (6) months after the time designated for it, any member may call it.

Section 3. Special Meetings. Special meetings of the members may be called by the President, by a majority of the Managers or by a majority of members in good standing.

Section 4. Notice of Meetings. A written or printed notice of members' meetings, stating the place, date and hour of the meeting, and in case of a special meeting, the purpose or purposes of the meeting shall be given by the Secretary of the Company, or by the person authorized to call the meeting, to each member of record entitled to vote at the meeting. This notice shall be sent at least ten (10) business days, but not more than sixty (60) business days before the date named for the meeting (unless a greater period of notice is required by law in a particular case) to each member by United States mail, or by telegram, charges prepaid, to his address appearing on the books of the Company.

Section 5. Waiver of Notice. A member, either before or after a meeting of members, may waive notice of the meeting, which waiver of notice must be in writing, and his waiver shall be deemed the equivalent of giving notice. Attendance at a members meeting, either in person or by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he attends for the express purpose of objecting to the transaction of business on the ground that the meeting was not lawfully called or convened.

Section 6. Voting Rights. Subject to the provisions of the laws of the State of Florida, each member of this Company shall be entitled at each meeting to one (1) vote. Assignees of such interest within ten (10) days next preceding the date set for a meeting shall not be entitled to notice of or to vote at the meeting.

Section 7. Quorum. The presence in person of a majority of the members entitled to vote shall constitute a quorum at members meetings, but in no event can a quorum consist of less than one-third (1/3) of the members entitled to vote. At a duly organized meeting members present can

... continue to do business until adjournment even though enough members withdraw to leave less than a quorum. The affirmative vote of a majority of the members present and entitled to vote shall be the act of the members.

Section 8. Adjournments. Any meeting of members may be adjourned. Notice of the adjourned meeting or of the business to be transacted there, other than by announcement at the meeting at which the adjournment is taken shall not be necessary. If, however, after the adjournment the new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall given in compliance with Section 4 hereof to each member on the new record date entitled to vote at such meeting. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Section 9. Informal Action by Members. Any action that may be taken at a members meeting may be taken without a meeting if a consent in writing, setting forth the action, shall be signed by members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and filed with the Secretary of the corporation. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those members who have not consented in writing to such action taken.

Section 10. Fixing of Record Date. For the purpose of determining members entitled to notice of, or to vote, at any meeting of members, or any adjournment thereof, or members entitled to receive payment of any dividend, or in order to make a determination of members for any other proper purpose, the Managers may fix in advance a date as the record date for any such determination of such members such date in any case to be not more than sixty (60) days and, in case of a meeting of shareholders, not less than ten (10) days prior to the date on which the particular action requiring such determination of members is to be taken. If no record date is fixed for the determination of members entitled to notice or to vote at a meeting of members, or members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed, or the date on which the resolution of the Managers declaring such dividend is adopted, as the case may be, shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting has been made, as provided herein, such determination shall apply to any adjournment thereof, unless the Managers fixed a new record date for the meeting.

ARTICLE V

Managers

Section 1. Number, Qualification and Term. The business and affairs of the Company shall be managed by at least one (1) manager, who must be a resident in the State of Florida and a member in good standing of the Florida Bar. The number of managers may not exceed five (5) and all such managers must be members in good standing with the Florida Bar. Each Manager except one appointed to fill a vacancy shall serve for one year and until his successor shall be elected and shall qualify.

Section 2. Vacancies. Any vacancy occurring in the number of Managers, including any vacancy created by reason of an increase in the number of Managers, may be filled by the affirmative vote of a majority of the remaining managers. A person elected to fill a vacancy shall hold office until the next election of managers.

Section 3. Compensation. Managers shall not receive a salary for their services but, by resolution of the Board, a fixed sum and expenses of attendance at their meetings. A manager may serve the Company in a capacity other than manager and receive compensation for the services rendered in that other capacity.

Section 4. Removal. All of the managers, or any individual manager may be removed from office without assignment of cause by a majority vote of the members.

Section 5. Place of Meetings. All meetings of the managers may be held at the offices of the Company or (subject to Section 2, Article V) at any place within or without the State of Florida that a majority of the managers may by resolution select.

Section 6. Annual Meeting. The managers shall meet each year immediately after the annual meeting of the members.

Section 7. Notice of Meetings. Notice of the annual meeting of such managers need not be given. Written notice of each special meeting, setting forth the time and place of such meeting, and stating the purpose of such meeting, shall be given to each manager at least twenty-four (24) hours before the meeting. This notice may be given either personally or by sending a copy of the notice through the United States mail or by facsimile, charges prepaid, to the address of each manager appearing on the books of the company.

Section 8. Waiver of Notice. A manager may waive in writing notice of a special meeting or annual meeting either before or after the meeting, and his waiver shall be deemed the equivalent of giving notice. Attendance of a manager at any meeting shall constitute waiver of notice of that meeting, unless he attends for the express purpose of objecting to the transaction of business because the meeting has not been lawfully called or convened.

Section 9. Quorum. Unless otherwise provided for in the Articles of Organization at any meeting of the managers, a majority of the managers in office shall be necessary to constitute a quorum for the transaction of business. If a quorum is present, the acts of a majority of the managers in attendance shall be the acts of the management. Managers shall be deemed present at any meeting if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

Section 10. Adjournment. A meeting of the managers may be adjourned. Notice of the adjourned meeting or of the business to be transacted there, other than by announcement at the meeting at which the adjournment is taken, shall not be necessary. At an adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Section 11. Informal Action. If all the managers severally or collectively consent in writing to any action taken or to be taken by the Company, and the writing or writings evidencing their consent are filed with the Secretary of the Company, the action shall be as valid as though it had been authorized at a meeting of the managers.

ARTICLE VI

Officers, Agents and Employees

Section 1. Officers. The officers of the company shall be elected by the members and shall consist of a President, Secretary and Treasurer. Other officers, such as Vice-Presidents, assistant officers, agents and/or employees that the members from time to time may deem necessary may be elected by the members or be appointed in a manner prescribed. Two or more offices may be held by the same person. Officers shall hold office until their successors are chosen by the members and have qualified, unless they are sooner removed from office.

Section 2. Vacancies. When a vacancy occurs in any of the executive offices by death, resignation or otherwise, it shall be filled by the members. The officer so selected shall hold office until his successor is chosen and qualified.

Section 3. Salaries. The members shall fix the salaries of the officers of the Company. The salaries of other agents and employees of the Company may be fixed by the members or by an officer to whom that function has been delegated.

Section 4. Removal of Officers and Agents. An officer or agent of the company may be removed by a majority vote of the members whenever in their judgment the best interests of the Company will be served by the removal. The removal shall be without prejudice to the contract rights, if any, of the persons so removed.

Section 5. President: Powers and Duties. The President shall be the chief executive officer of the company and shall have general supervision of the business of the Company. He shall preside at all meetings of members and managers and discharge the duties of a presiding officer, shall present at each annual meeting of the members a report of the business of the Company for the preceding fiscal year, and shall perform whatever other duties the members may from time to time prescribe.

Section 6. Vice-President: Powers and Duties. The Vice-President, if any, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. He shall also perform whatever duties and have whatever powers the members may from time to time assign him.

Section 7. Secretary: Powers and Duties. The Secretary shall attend all meetings of the members and managers and of the shareholders and shall keep or cause to be kept a true and complete record of the proceedings of those meetings. He shall keep the corporate seal of the company and when directed by the manager, shall affix it to any instrument requiring it. He shall give, or cause to be given, notice of all meetings of the members and managers and shall perform whatever

additional duties the managers and the President may from time to time prescribe.

Section 8. Treasurer: Powers and Duties. The Treasurer shall have custody of corporate funds and securities. He shall keep full and accurate accounts of receipts and disbursements and shall deposit all corporate monies and other valuable effects in the name and to the credit of the company in a depository or depositories designated by the managers. He shall disburse the funds of the company and shall render to the President or the managers, whenever they may require it, an account of his transactions as Treasurer and of the financial condition of the company.

Section 9. Delegation of Duties. Whenever an officer is absent or whenever for any reason the Board of Directors may deem it desirable, the managers may delegate the powers and duties of an officer to any other officer or officers or the any manager or managers.

ARTICLE VII

Special Corporate Acts

Section 1. Execution of Written Instruments. Unless otherwise specifically determined by the managers or otherwise required by law, formal contracts of the Company, promissory notes, deeds, mortgages, assignments, satisfactions, and other evidences of indebtedness of the Company, and other corporate instruments or documents, shall be executed, signed or endorsed by the President or any Vice President or chief executive officer and sealed with the common or corporate seal of this company

Section 2. Signing of Checks and Notes. Checks, notes, drafts and demands for money shall be signed by the officer or officers from time to time designated by the managers.

Section 3. Voting Shares Held in Other Corporations. In the absence of other arrangements by the managers, shares of stock issued by any other corporation and owned or controlled by this Company may be voted at any meeting of the other corporation by the President or if he is not present at the meeting, by the Vice President, if any, of this Company; and in the event neither the President nor the Vice-President is to be present at a meeting, the shares may be voted by such person as the President and Secretary of the corporation shall by duly executed proxy designate to represent the corporation at the meeting.

ARTICLE VIII

Amendments to Articles of Organization

Section 1. The articles of organization of a limited liability company shall be amended when:

(a) There is a change in the name of the limited liability company or in the amount or character of the contributions to capital.

- (b) There is a change in the character of the business of the limited liability company.
- (c) There is a false or erroneous statement in the articles of organization.
- (d) There is a change in the time as stated in the articles of organization for the dissolution of the limited liability company.
- (e) A time is fixed for the dissolution of the limited liability company, if no time is specified in the articles of organization.
- (f) The members desire to make a change in any other statement in the articles of organization in order for it to accurately represent the agreement between them.

Section 2. The form for evidencing an amendment to the articles of organization of a limited liability company shall be as promulgated by the Department of State and shall contain such terms and provisions consistent with this chapter as shall be determined by the Department of State. The amendment shall be signed and sworn to by all members, and an amendment adding a new member shall be signed also by the member to be added; thereafter the amendment shall be forwarded to the Department of State for filing, accompanied by the requisite filing fee.

ARTICLE IX

Contributions to Capital

The contributions to capital by a member to the limited liability company may consist of cash or other property, but not services.

ARTICLE X

Unreasonable Compensation

Any payments made to an officer of the Company such as salary, commission, bonus, interest or rent or entertainment expense incurred by him which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service shall be reimbursed by such officer to the Company to the full extent of such disallowance. It shall be the duty of the managers as a board to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the managers, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Company has been recovered.

ARTICLE XI

Indemnification

The company may be empowered to indemnify any officer or manager, or any former officer or manager, by a majority vote of a quorum of members who were not parties to such action, suit or

proceeding. If such indemnification is authorized by the members, expenses incurred in defending such civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless he or she is found to be entitled to such indemnification.

ARTICLE XII

Contracting Debts

Except as otherwise provided in this chapter or the articles of organization, no debt shall be contracted nor liability incurred by or on behalf of a limited liability company, except by:

- (1) One or more of its managers, if management of the limited liability company has been vested by the members in a manager or managers; or
- (2) Any member, if management of the limited liability company is retained by the members.

ARTICLE XIII

Limited Liability Company Property

Real or personal property owned or purchased by a limited liability company shall be held and owned, and conveyance shall be made, in the name of the limited liability company. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the limited liability company shall be valid and binding upon the company, if they are executed by one or more managers of limited liability company having a manager or managers, or if they are executed by one or more members of a limited liability company in which management has been retained in the members.

ARTICLE XIV

Distribution of Property; Impairment of Capital

The limited liability company may, from time to time, distribute its property to the members of the limited liability company upon the basis stipulated in the regulations, provided that, after distribution is made, the assets of the limited liability company are in excess of all liabilities of the limited liability company except liabilities to members on account of their contributions. A distribution shall be deemed a "dividend" under s.316 of the Internal Revenue Code as such code is defined in s.220.03.

ARTICLE XV

Withdrawal or Reduction of Members Contributions to Capital

Section 1. A member shall not receive out of limited liability company property any part of his or its contribution to capital until:

(a) All liabilities of the limited liability company, except liabilities to members on account of their contributions to capital, have been paid or sufficient property of the company remains to pay them.

(b) The consent of all members is had, unless the return of the contribution to capital may be rightfully demanded as provided in this chapter.

(c) The articles of organization are canceled or so amended as to set out the withdrawal reduction.

Section 2. Subject to the provisions of subsection (1), a member may rightfully demand the return of his or its contribution:

(a) On the dissolution of this limited liability company;

(b) When the date an event specified in the articles of organization for the return of the contribution has arrived; or

(c) After the member has given all other members of the limited liability company 6 months' prior notice in writing, if no time is specified in the articles of organization for the dissolution of the limited liability company.

Section 3. In the absence of a statement in the articles of organization to the contrary or the consent of all members of the limited liability company, a member, irrespective of the nature of his contribution, has only the right to demand and receive cash in return for his contribution to capital.

Section 4. A member of the Company may have the limited liability company dissolved and its affairs wound up when:

(a) The member rightfully but unsuccessfully has demanded the return of his contribution; or

(b) The other liabilities of the limited liability company have not been paid or the limited liability company property is insufficient for their payment, and the member otherwise would be entitled to the return of his contribution.

ARTICLE XVI

Nontransferability of Member's Interest

The interest of a member in this company may not be transferred or assigned.

ARTICLE XVII

Liability of Member to Limited Liability Company

Section 1. Members of this limited liability company are liable to the company:

(a) For the difference between the amount of his contribution to capital which has been actually made and the amount which is stated in the articles of organization as having been made; and

(b) For any unpaid contribution to capital which he agreed in the articles of organization to make in the future at the time and on the conditions stated in the articles of organization.

Section 2. Members hold as trustees for the limited liability company:

(a) Specific property which is stated in the articles of organization as having been contributed by such member, but which property was not contributed or which property has been wrongfully or erroneously returned; and

(b) Money or other property wrongfully paid or conveyed to such member on account of his contribution.

Section 3. The liabilities of the members as set out in this section may be waived or compromised only by the consent of all members, but a waiver or compromise shall not affect the right of a creditor of the limited liability company who extended credit or whose claim arose after the filing and before a cancellation or amendment of the articles of organization to enforce such liabilities.

Section 4. When a contributor has rightfully received the return in whole or in part of the capital of his contribution, the contributor is nevertheless liable to the limited liability company for any sum, not in excess of the return with interest, necessary to discharge its liability to all creditors of the limited liability company who extended credit or whose claims arose before such return.

Limited Liability of Members and Managers

Neither the members of this limited liability company (nor the managers) are liable under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the limited liability company.

ARTICLE XVIII

Dissolution

Section 1 This limited liability company shall be dissolved upon the occurrence of any of the following events:

(a) When the period fixed for the duration of the limited liability company expires.

(b) By the unanimous written agreement of all members.

(c) Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or upon the occurrence of any other event which terminates the continued membership of a member in the limited liability company, unless the business of the limited liability company is continued by the consent of all the remaining members or under a right to continue stated in the articles of organization of the limited company.

Section 2. As soon as possible following the occurrence of any of the events specified in subsection (1) which effects the dissolution of the limited liability company, the limited liability company shall execute a statement of intent to dissolve in the form prescribed by the Department of State.

ARTICLE XIX

Articles of Dissolution

A. Intent to Dissolve.

When all debts, liabilities, and obligations of the limited liability company have been paid or discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the limited liability company have been distributed to the members, articles of dissolution shall be executed and verified by the person signing the statement, which statement shall set forth:

Section 1. The name of the limited liability company.

Section 2. The fact that the Department of State has theretofore filed a statement of intent to dissolve the company and the date on which such statement was filed, if any.

Section 3. The fact that all debts, obligations and liabilities have been paid or discharged, or that adequate provision has been made therefor.

Section 4. The fact that all the remaining property and assets have been distributed among its members in accordance with their respective rights and interests.

Section 5. The fact that there are no suits pending against the company in any court or that adequate provision has been made for the satisfaction of any judgment, order, or decree which may be entered against it in any pending suit.

B. Filing of Articles of Dissolution.

Section 1. The articles of dissolution of the limited liability company shall be delivered

to the Department of State. If the Department of State finds that such articles of dissolution conform to law, it shall, when all fees and license taxes have been paid as prescribed in this chapter, file the statement of intent to dissolve the company in accordance with this chapter. The Department of State shall then issue a certificate of dissolution.

Section 2. The certificate of dissolution shall be returned to the representative of the dissolved limited liability company. Upon the issuance of such certificate of dissolution, the existence of the company shall cease, except for the purpose of suits, other proceedings, and appropriate action as provided in this chapter. The manager or managers in office at the time of dissolution, or the survivors of them, or, if none, the members, shall thereafter be trustees for the members and creditors of the dissolved limited liability company; and as such the trustees shall have authority to distribute any company property discovered after dissolution, to convey real estate, and to take such other action as may be necessary on behalf of and in the name of such dissolved limited liability company.

C. Effect of Filing of Statement of Intent to Dissolve; Procedure After Filing Such Statement.

Section 1. Upon the filing by the Department of State of a statement of intent to dissolve, the limited liability company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of dissolution has been issued by the Department of State or until a decree dissolving the limited liability company has been entered by a court of competent jurisdiction.

Section 2. Within 20 days after the Department of State has filed a statement of intent to dissolve, the limited liability company shall immediately cause notice thereof to be mailed to each creditor of, and claimant against, the limited liability company.

Section 3. The limited liability company shall proceed to collect its assets; convey and dispose of such of its properties as are not to be distributed in kind to its members; pay, satisfy, or discharge its liabilities and obligations or make adequate provisions for the payment or discharge thereof; and do all other acts required to liquidate its business and affairs. After paying or discharging all its obligations or making adequate provision for payment or discharge thereof the limited liability company may distribute the remainder of its assets, either in cash or in kind, among its members according to their respective rights and interests.

D. Distribution of Assets Upon Dissolution.

Section 1. In settling accounts after dissolution, the liabilities of the limited liability company shall be entitled to payment in the following order:

(a) Those liabilities to creditors, in the order priority as provided by law, except those liabilities to members of the limited liability company on account of their contributions;

(b) Those liabilities to members of the limited liability company in respect of their shares of the profits and other compensation by way of income on the contributions; and

(c) Those liabilities to members of the limited liability company in respect of their contributions to capital.

Section 2. Subject to any statement in the regulations.

ARTICLE XX

Books and Records

Section 1. Books and Records. This company shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members and managers. It shall keep at its registered office or principal place of business a record of its members, including names, physical address, mailing address, electronic mail address, telephone numbers, and facsimile numbers of all members.

Section 2. Financial Information. Not later than four (4) months after the close of each fiscal or calendar year, this company shall prepare a balance sheet showing in reasonable detail the financial condition of the company as of its fiscal or calendar year, and a profit and loss statement showing the results of the operations of the company during its fiscal or calendar year.

Upon written request of any member, the company shall mail to such member a copy of the most recent such balance sheet and profit and loss statement.

The balance sheets and profit and loss statements shall be filed in the registered office of the Company, kept for at least seven (7) years, and shall be subject to inspection during business hours by any member, in person or by agent, authorized in writing.

ARTICLE XXI

Record Date

The Managers are authorized, from time to time, to fix in advance a date not more than forty (40) nor less than ten (10) business days before the date of any meeting of members, or not more than forty (40) days prior to the date for the payment of any dividend or the date for the allotment of rights, or a date in connection with the obtaining of the consent of members for any purpose, as a record date for the determination of the members entitled to notice of and to vote at any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent; and in such case such members of record on the date so fixed, shall be entitled to such notice of and to vote at such meeting and any adjournment thereof, or to receive payment of such dividends, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Company after any such record date fixed as aforesaid.

ARTICLE XXII

Dividends

The Managers may from time to time declare, and the company may make distributions or pay dividends in the manner, and upon the terms and conditions provided by the Articles of Organization and this Operating Agreement. Dividends may be paid in cash or in property.

ARTICLE XXIII

Conflict of Interest

A. No contract or other transaction between this company and one (1) or more of its managers, or between this company and any other corporation, firm, association or other entity in which one or more of its managers are directors or officers, or are financially interested, shall be either void or voidable for this reason alone or by reason alone that such manager or managers are present at the meeting of the Managers, or of a committee thereof, which approves such contract or transaction, or that his or their votes are counted for such purposes:

1. If the fact of such common directorship, officership or financial interest is disclosed or known to the Board or Committee, and the Board or Committee approves such contract or transaction by vote sufficient for such purpose without counting the vote or votes of such interested manager or managers.

2. If such common directorship, officership or financial interest is disclosed or known to the managers entitled to vote thereon, and such contract or transaction is approved by major vote of the managers; or

3. If the contract or transaction is fair and reasonable as to the company at the time it is approved by the Managers, a Committee or the members.

B. Common or interested Members may be counted in determining the presence of a quorum at a meeting of the Managers or of a committee which approves such contract or transaction.

DATED: September 30, 2004.

In accordance with §608.408(3), Fla. Stats., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

By: 

Evan B. Plotka, Manager

EVAN B. PLOTKA, PLLC

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated professional 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 as provided for in Chapter 608, Fla. Stats.

By: 

Evan B. Plotka
Registered Agent

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