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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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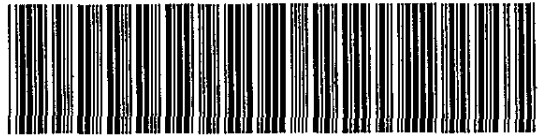
(Business Entity Name)

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Certified Copies _____ Certificates of Status _____

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TRANSMITTAL LETTER

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

SUBJECT: Scoops of Paradise, LLC
(Proposed limited liability company name - must include suffix)

Enclosed is an original and one (1) copy.

Filing fee for articles of organization of Florida Limited Liability Company:

\$100.00 Filing fee for Articles of Organization
\$ 25.00 Designation of Registered Agent

A letter of acknowledgement will be issued free of charge upon filing. Please submit an additional \$5 if a certificate of status is needed. The fee for a certified copy is \$30.
Please send one check for the total amount made payable to the Florida Department of State.

FROM: VICTORIA E. THARP
Name (Printed or typed)

355 Renoir Drive
Address

Osprey, FL 34229
City, State & Zip

(941) 918-8983 cell (703) 622-5145
Daytime Telephone number

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Scoops of Paradise, LLC

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

355 RENOIR Drive, Osprey, FL 34229

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

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

Victoria THARP
Name

355 RENOIR Drive
Florida street address (P.O. Box **NOT** acceptable)

Osprey FL 34229
City, State, and Zip

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

Victoria E. Tharp
Registered Agent's Signature

Article IV - Management (Check box if applicable.)

- ☒ The Limited Liability Company is to be managed by one manager or more managers and is, therefore, a manager - managed company.

(An additional article must be added if an effective date is requested)

Victoria E. Tharp
Signature of a member or an authorized representative of a member.

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

VICTORIA E. THARP
Typed or printed name of signer

Filing Fees:

- \$100.00 Filing Fee for Articles of Organization
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (Optional)
- \$ 5.00 Certificate of Status (Optional)

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Articles of Organization
of

Scoops of Paradise, LLC

The undersigned natural person(s), of the age of eighteen years or more, acting as organizers of a limited liability company under the State of Florida Limited Liability Company Act, adopt(s) the following Articles of Organization for such limited liability company.

Article 1. Name of Limited Liability Company. The name of this limited liability company is Scoops of Paradise, LLC

Article 2. Registered Office and Registered Agent. The initial registered office of this limited liability company and the name of its initial registered agent at this address are:

Victoria THarp
355 Renoir Drive
Osprey, FL 34229

Article 3. Statement of Purposes. The purposes for which this limited liability company is organized are:

"to engage in any lawful business for which limited liability companies may be organized in this state."

Article 4. Management and Names and Addresses of Initial members. The management of this limited liability company is reserved to the members. The names and addresses of its initial members are:

Victoria E. THarp
355 Renoir Drive
Osprey, FL 34229

Stephanie L. Hall
355 Renoir Dr.
Osprey, FL 34229

Kenneth E. Hall
355 Renoir Dr.
Osprey, FL 34229

Article 5. Principal Place of Business of the Limited Liability Company. The principal place of business of the limited liability company shall be:

355 Renoir Dr. Osprey, FL 34229

Article 6. Period of Duration of the Limited Liability Company. The period of duration of the limited liability company shall be: perpetual

In Witness Whereof, the undersigned organizer(s) of this limited liability company has(have) signed these Articles of Organization on the date indicated.

Date: 10/12/04

Signature(s):

Victoria E. Tharp, Organizer
VICTORIA E. THARP Typed or Printed Name

Stephanie L. Hall, Organizer
STEPHANIE L. HALL Typed or Printed Name

Kenneth E. Hall, Organizer
Kenneth E. HALL Typed or Printed Name

_____, Organizer

Typed or Printed Name

_____, Organizer

Typed or Printed Name

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Limited Liability Company
Member-Managed Operating Agreement of

Scoops of Paradise, LLC

THIS AGREEMENT is made effective as of 10/12, 2004 among the member(s) and the company.

1. **Formation.** A limited liability company of the above name has been formed under the laws of the state of Florida by filing articles of organization with the secretary of state. The purpose of the business shall be to carry on any act or activity lawful under the laws of the state in which the company may operate under a fictitious name or names as provided by law or by vote of the members shall have the power to continue the operation of the company under state law until the winding up of the affairs of the business.

2. **Members.** The initial membership upon the unanimous consent of the members may be admitted to membership and the interest of a member's interest may not be made except upon consent of the members.

3. **Contributions.** The initial contributions of the members shall be as set forth in Schedule A. No member shall be obligated to contribute any more than the amount of his or her contribution. Member voting rights shall be based on the amount of the member's contribution.

4. **Profit and Loss.** The profit and loss of the company shall be allocated to the members according to the percentages on Schedule A.

5. **Distributions.** The company shall have the power to make distributions to its members in such amounts and at such intervals as a majority of the members deem appropriate according to law.

6. **Management.** The limited liability company shall be managed by its members listed on schedule A. In the event of a dispute between members, final determination shall be made with a vote by the members, votes being proportioned according to capital contributions.

7. **Registered Agent.** The company shall at all times have a registered agent and registered office. The initial registered agent and registered office shall be listed on Schedule A.

8. **Assets.** The assets of the company shall be registered in the legal name of the company and not in the names of the individual members.

9. **Records and Accounting.** The company shall keep an accurate accounting of its affairs using any method of accounting allowed by law. All members shall have a right to inspect the records during normal business hours. The members shall have the power to hire such accountants as they deem necessary or desirable.

10. **Banking.** The members of the company shall be authorized to set up bank accounts as in their sole discretion are deemed necessary and are authorized to execute any banking resolutions provided by the institution in which the accounts are being set up.

11. **Taxes.** The company shall file such tax returns as required by law. The company shall elect to be taxed as a partnership if a majority of the members decide is in their best interests. The "tax matters partner," as required by the Internal Revenue Code, shall be listed on Schedule A.

12. **Separate Entity.** The company is a legal entity separate from its members. No member shall have any separate liability for any debts, obligations or liability of the company except as provided in this agreement.

Not
Needed

13. **Indemnity and Exculpation.** The limited liability company shall indemnify and hold harmless its members, managers, employees and agents to the fullest extent allowed by law for acts or omissions done as part of their duties to or for the company. Indemnification shall include all liabilities, expenses, attorney and accountant fees, and other costs reasonably expended. No member shall be liable to the company for acts done in good faith.

14. **Meetings.** The members shall have no obligation to hold annual or any other meeting, but may hold such meetings if they deem them necessary or desirable.

15. **Amendment of this Agreement.** This agreement may not be amended except in writing signed by all of the members.

16. **Conflict of interest.** No member shall be involved with any business or undertaking which competes with the interests of the company except upon agreement in writing by all of the members.

17. **Deadlock.** In the event that the members cannot come to an agreement on any matter the members agree to submit the issue to mediation to be paid for by the company. In the event the mediation is unsuccessful, they agree to seek arbitration under the rules of the American Arbitration Association.

18. **Dissociation of a member.** A member shall have the right to discontinue membership upon giving thirty days notice. A member shall cease to have the right to membership upon death, court-ordered incapacity, bankruptcy or expulsion. The company shall have the right to buy the interest of any dissociated member at fair market value.

19. **Dissolution.** The company shall dissolve upon the unanimous consent of all the members or upon any event requiring dissolution under state law. In the event of the death, bankruptcy, permanent incapacity, or withdrawal of a member the remaining members may elect to dissolve or to continue the continuation of the company.

20. **General Provisions.** This agreement is intended to represent the entire agreement between the parties. In the event that any party of this agreement is held to be contrary to law or unenforceable, said party shall be considered amended to comply with the law and such holding shall not affect the enforceability of other terms of this agreement. This agreement shall be binding upon the heirs, successors and assigns of the members.

21. **Miscellaneous.** _____

IN WITNESS whereof, the members of the limited liability company sign this agreement and adopt it as their operating agreement this 12th day of October, 2004.

Victoria E. Tharp _____

Stephanie Hill _____

Wendy E. Hill _____

Schedule A to
Limited Liability Company
Operating or Management Agreement of
SCOOPS OF PARADISE, LLC

1. Initial member(s): The initial member(s) are:

VICTORIA E. THARP
STEPHANIE L. HALL
KENNETH E. HALL

2. Capital Contribution(s): The capital contribution(s) of the member(s) is/are:

52%	VICTORIA E. THARP	\$19,760.00
24%	STEPHANIE L. HALL	9,120.00
24%	KENNETH E. HALL	9,120.00

3. Profits and Losses: The profits, losses and other tax matters shall be allocated among the members in the following percentages:

52%	VICTORIA E. THARP
24%	STEPHANIE L. HALL
24%	KENNETH E. HALL

4. Management: The company shall be managed by:

VICTORIA E. THARP
355 RENOIR DRIVE
OSPREY, FL. 34229

5. Registered Agent: the initial registered agent and registered office of the company are:

VICTORIA E. THARP
355 RENOIR DRIVE
OSPREY, FL. 34229

6. Tax Matters: The tax matters partner is:

VICTORIA E. THARP
355 RENOIR DR.
OSPREY, FL. 34229