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2004 NOV 16 P 2:47

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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☐ MAIL

(Business Entity Name)

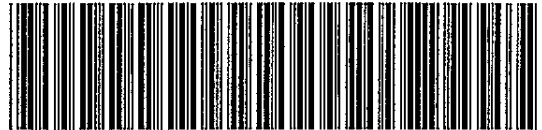
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**TRANSMITTAL LETTER**

**TO:** Registration Section  
Division of Corporations

**FILED**

2004 NOV 16 P 2:47

**SUBJECT:** GREAT START INVESTMENTS LLC  
(Name of Limited Liability Company)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Oscar Diaz  
(Name of Person)

GREAT START INVESTMENTS LLC  
(Firm/Company)

412 Seventh Ave East / P.O. Box 8  
(Address)

Zolfo Springs, FL 33890  
(City/State and Zip Code)

For further information concerning this matter, please call:

Oscar Diaz at (863) 735-0715  
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- |   |   |   |   |
|---|---|---|---|
| <input checked="" type="checkbox"/> \$125.00 Filing Fee | <input type="checkbox"/> \$130.00 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$155.00 Filing Fee &<br>Certified Copy<br>(additional copy is enclosed) | <input type="checkbox"/> \$160.00 Filing Fee,<br>Certificate of Status &<br>Certified Copy<br>(additional copy is enclosed) |
|---|---|---|---|

**STREET ADDRESS:**  
Registration Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

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

**ARTICLE I – Name:**

The name of the limited Liability Company is:

**Great Start Investments LLC**

**ARTICLE II – Address:**

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

**Principal Office Address:**

**Mailing Address:**

412 Seventh Ave East  
Zolfo Springs, FL. 33890

P.O. Box 8  
Zolfo Springs, FL. 33890

**ARTICLE III – Purpose:**

The purpose for which this limited liability company is organized is:

**To engage in any and all lawful acts for which an LLC may be formed.**

**ARTICLE IV – Duration:**

The period of duration for the Limited Liability Company shall be:

**Perpetual**

**ARTICLE V – Registered Agent, Registered Office, & Registered Agent's Signature:**

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

**Oscar Diaz**

**412 Seventh Ave East  
Zolfo Springs, FL. 33890**

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

 *Oscar Diaz*

Registered Agent's Signature

**(CONTINUED)**

**ARTICLE VI – Manager(s) or Managing Member(s)**

The name and address of each Manager or Managing Member is as follows:

**FILED**

**Title:**

**“MGR”=Manager**

**“MGRM”=Managing Member**

**Name and Address:**

2004 NOV 16 P 2:47

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

MGRM

Oscar Diaz

412 Seventh Ave East / P.O. Box 8

Zolfo Springs, FL. 33890

MGRM

Laura Diaz

412 Seventh Ave East / P.O. Box 8

Zolfo Springs, FL. 33890

**ARTICLE VII – Principal Place of Business**

The initial principal place of business of the limited liability company is:

**412 Seventh Ave East, Zolfo Springs, FL. 33890**

**ARTICLE VIII – Non-liability**

The members and managers, if any, shall not be liable for any debts, obligations or liabilities of the limited liability company.

**ARTICLE IX – Miscellaneous**

New members can be admitted to the company with full rights of membership upon the unanimous consent of the existing members.

**ARTICLE X – Effective Date**

The effective date of these articles is: **Upon filing**

**(CONTINUED)**

**IN WITNESS WHEREOF**, the undersigned members executed these Articles of Organization this 10<sup>th</sup> day of November, 2004.

**REQUIRED SIGNATURE:**

2004 NOV 16 P 2:47

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Oscar Diaz  
Member: Oscar Diaz Address:  
412 Seventh Ave East / P.O. Box 8 Zolfo Springs, FL. 33890

Laura Diaz  
Member: Laura Diaz Address:  
412 Seventh Ave East / P.O. Box 8 Zolfo Springs, FL. 33890

Member: Address:

Member: Address:

(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 to the best of your knowledge.)

**Filing Fees:**

**\$125.00 Filing Fee for Articles of Organization and Designation  
of Registered Agent**

**\$ 30.00 Certified Copy (Optional)**

**\$ 5.00 Certified Copy (Optional)**

**Certificate of Designation  
For  
Great Start Investments LLC**

**FILED**

2004 NOV 16 P 2:47

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This is to certify that the above limited liability company is managed by its

☒ Members

☐ Managers

who are listed below and that each of them is authorized and empowered to transact business on behalf of the company.

<b>Name</b>	<b>Address</b>
Oscar Diaz	412 Seventh Ave East / P.O. Box 8
	Zolfo Springs, FL. 33890
Laura Diaz	412 Seventh Ave East / P.O. Box 8
	Zolfo Springs, FL. 33890

**Date:** November 10<sup>th</sup>, 2004

**Name of company:**  
Great Start Investments LLC

**By:** Oscar Diaz  
Oscar Diaz

**Position:** Member

**Limited Liability Company  
Manager-Member Operating Agreements of  
Great Start Investments LLC**

**THIS AGREEMENT** is made effective as of November 10<sup>th</sup>, 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 activity which is lawful under the jurisdiction in which it operates. The company may operate under a fictitious name or names as long as the company is in compliance with applicable fictitious name registration laws. The term of the company shall be perpetual or until dissolved as provided by law or by vote of the member(s) as provided in this agreement. Upon dissolution the remaining members shall have the power to continue the operation of the company as long as necessary and allowable under state law until the winding up of the affairs of the business has been completed.
2. **MEMBERS.** The initial member(s) shall be listed on Schedule A, which shall accompany and be made a part of this agreement. Additional members may be admitted to membership upon the unanimous consent of the current member(s). Transfer or pledge of a member's interest may not be made except upon consent of all members.
3. **CONTRIBUTIONS.** The initial capital contribution(s) shall be listed on Schedule A. No member shall be obligated to contribute any more than the amount set forth on Schedule A unless agreed to in writing by all of the members and no member shall have any personal liability for any debt, obligation or liability of the company other than for full payment of his or her capital contributions. No member shall be entitled to interest on the capital contribution. Member voting rights shall be in proportion to the amount of their contributions.
4. **PROFIT AND LOSS.** The profits and losses of the business, and all other taxable or deductible items shall be allocated to the members according to the percentages on Schedule A. Distributions of profits can be made to the member(s) at any time and in any amount, except where prohibited by law.
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, which shall accompany and be made a part of this agreement. Any member may bind the company in all matters in the ordinary course of company business. In the event of 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 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.
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 operation 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 holdings 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.

IN WITNESS whereof, the members of the limited liability company sign this agreement and adopt it as their operating agreement this 10<sup>th</sup> day of November, 2004.

Oscar Diaz member

Raul Diaz member



**Schedule A to  
Limited Liability Company  
Affidavit of Membership and Contributions of  
Great Start Investments LLC**

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

Oscar Diaz, 412 Seventh Ave East / P.O. Box 8, Zolfo Springs, FL. 33890

Laura Diaz, 412 Seventh Ave East / P.O. Box 8, Zolfo Springs, FL. 33890

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

Oscar Diaz, \$2,000 cash

Laura Diaz, \$2,000 cash

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

Oscar Díaz, 50%

Laura Diaz, 50%

**4. Management. The company shall be managed by:**

Oscar Diaz, 412 Seventh Ave East / P.O. Box 8, Zolfo Springs, FL. 33890

Laura Diaz, 412 Seventh Ave East / P.O. Box 8, Zolfo Springs, FL. 33890

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

Oscar Diaz, 412 Seventh Ave East / P.O. Box 8, Zolfo Springs, FL. 33890

**6. The tax matters partner is:**

Oscar Diaz