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TALLAHASSEE, FLORIDA

DEAL
Services, Inc

Joseph H. Day CEO & Dealmaker
CPA & Lic. R.E. Sales Agent
6828 St. Augustine Road
Jacksonville, FL 32217
Phone (904) 881-5491 - Fax (904) 733-1017

November 17, 2004

Registration Section
Division of Corporations
409 E Gaines Street
PO Box 6327
Tallahassee, FL 32314

RE: FORTRESS WALL SYSTEMS LLC

The enclosed Articles of Organization and fees are submitted for filing.

Please return all correspondence concerning this matter to the following:

JOSEPH DAY
DEAL Services, Inc
6828 St. Augustine Road
Jacksonville, FL 32217

For further information concerning this matter, please call:

Joseph Day at: (904) 881-5491.

Enclosed is a check for \$160.00 for: the Filing Fee \$125.00, The Certificate of Status \$5.00, and Certified Copy (additional copy of the articles is enclosed).

Sincerely,

DEAL Services, Inc.

Joseph H Day, CPA

Mergers & Acquisition Intermediaries

Consulting & Training

Public Accounting

Corporate Investments International of N. FL, Inc Lic. R.E. Broker
Nancy Cofield, Broker (904) 996-1666
Jacksonville, Florida

Strategic Alliances With
&

Garrard and Garrard CPA's
Jay Garrard, CPA, MBA
Jacksonville, Florida

ARTICLES OF ORGANIZATION
FOR
FORTRESS WALL SYSTEMS LLC
A FLORIDA LIMITED LIABILITY COMPANY

The undersigned, desiring to form a limited liability company under and pursuant to Florida Statute 608, do hereby adopt the following Articles of Organization:

1. **NAME.** The name of the Company shall be **Fortress Wall Systems LLC**
2. **DURATION/CONTINUATION.** The Company shall have duration of seven years from the date of filing, or less terminating upon the earlier of a sale of the assets or by agreement of the members.
3. **ADDRESS OF PLACE OF BUSINESS.** The principal business address and mailing address for the Company shall be:

6828 St Augustine Road
Jacksonville, FL 32217

4. **REGISTERED AGENT.** The name of the initial registered agent is:
Joseph H. Day

The address of the initial registered office is:
6828 St. Augustine Road
Jacksonville, FL 32217

5. **ADMISSION OF ADDITIONAL MEMBERS.** Additional Members may be admitted upon the approval of a majority of the Qualified Members of Record of the Company, as that term is defined in the Operating Agreement, as of the date such approval is determined, and upon the written application of such new Member, in a manner set forth in the Operating Agreement of this Company.
6. **RIGHT TO CONTINUE BUSINESS.** The remaining Members may continue the Business on the death, disability, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.
7. **MANAGEMENT OF COMPANY.** Management of the Company is reserved to the Members, to be exercised in accordance with the Operating Agreement of the Company and in accordance with Florida Statute.
8. **ACTION OF MEMBERS WITHOUT MEETING.** Any action of the Members may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Members, including but not limited to electronic signature, who would be entitled to vote upon such action at a meeting and filed with the Company as part of its records.

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9. **AMENDMENT OF ARTICLES OF ORGANIZATION.** Any amendment to these Articles of Organization shall be on such form prescribed by the Secretary of State of the State of Florida containing such terms and provisions consistent with Florida Statute 608 as shall be prescribed by the Department of State, and shall be signed and sworn to by the Manager of the Company as official representative of the Members who shall have approved the amendment by a 2/3rd majority in accordance with the Operating Agreement. In the event a new Member is added by such amendment, it shall be also signed by the Member to be added.
10. **REGULATIONS OF COMPANY.** The power to adopt, alter, amend or repeal the regulations of the Company shall be vested in the Members unless otherwise vested by any amendments to the Articles of Organization. Regulations adopted by the Members may be repealed or altered.
11. **CONTRACTING DEBT.** Except as otherwise provided by Law, no debt shall be contracted nor liability incurred by or on behalf of this Company except by the Members, in accordance with the Operating Agreement.
12. **TRANSFER OF MEMBER'S INTEREST.** An interest of a Member of the Company may be transferred or assigned to such extent and in the manner provided in the Operating Agreement. However, if the remaining Members of this Company do not approve of such proposed transfer or assignment by consent as specified in the Operating Agreement, the transferee of the interest of such Member shall have no right to participate in the management of the business and affairs of this Company or to become a Qualified Member as that term is defined in the Operating Agreement. The transferee shall be entitled to receive only the share of profits or other compensation by way of income, and the return of contribution to which that Member otherwise would be entitled.
13. **WITHDRAWAL OF MEMBER'S CONTRIBUTIONS TO CAPITAL.** A Member shall not receive out of the Company property any part of his or its contribution to capital until:
- A. All liabilities of the 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; and
 - B. The consent of Members as provided in the Operating Agreement is had, unless the return of contributions to capital may be rightfully demanded; or
 - C. These articles of organization are cancelled or so amended as to set out the withdrawal reduction.
14. **DISPOSAL OF INTEREST.** No Member shall sell, transfer, mortgage, or otherwise dispose of, or encumber its interest in the Company except as provided in the Operating Agreement.

15. NON-LIABILITY AND INDEMNIFICATION.

- A. Any Member with whom management of the Company is vested shall not be personally liable to the Company or its Members for monetary damages for breach of fiduciary duty except for liability:
 - (i) For any breach of the Member's duty of loyalty to the Company or its Members;
 - (ii) For acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; or
 - (iii) For a transaction from which the Member derived an improper personal benefit or a wrongful distribution in violation of the Florida Limited Liability Company Act.
- B. Each person who is or was a Member of the Company (and the heirs, executors, personal representatives, administrators, or successors of such person) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a Member, Director, Officer, Partner, Trustee, Employee or Agent of the limited liability company or corporation, partnership, joint venture, trust, employee benefit plan or other enterprise affiliated with this Company ("Indemnities"), shall be indemnified and held harmless by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended. In addition to the indemnification conferred in this Section, the Indemnities shall also be entitled to have paid directly by the Company the expenses reasonably incurred in defending any such proceeding against such Indemnities in advance of its final disposition, to the fullest extent authorized by applicable law, as the same exists or may hereafter be amended. The right to indemnification conferred in this Section shall be a contract right.
- C. The Company may, by action of the Members, provide indemnification to such of the officers, employees and agents of the Company to such extent and to such effect as the Manager(s) shall determine to be appropriate and authorized by applicable law.
- D. The rights and authority conferred in this Article shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, provision of these Articles of Organization, or Operating Agreement of the Company.
- E. Any repeal or amendment of this Article by the Members of the Company shall not adversely affect any right or protection of a Member, Manager or Officer existing at the time of such repeal or amendment.
- F. Such rights of indemnification shall not apply to a Member bringing suit against the Company, and shall apply only to those actions brought against a Member by another Member where the cause of action is in reference to actions related to the Company or in the conduct of business matters for the Company.

16. MEMBERS OF COMPANY. The initial Members of the Company shall be as follows:

Title:

Manager – MGR

Name and Address:

Richard Squires
1851 Old Fleming Grove Road
Green Cove Springs, FL 32043

Managing Member - MGRM

William Nesbitt
549 Carcaba Road – Vilano Beach
St Augustine, FL 32084

Managing Member - MGRM

Day Family Enterprises LLC
Joseph Day, Manager
6828 St. Augustine Road
Jacksonville, FL 32217

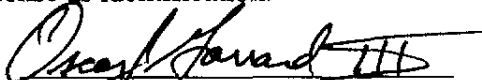
17. SUBSCRIBER. William Nesbitt shall be the subscribing Member.

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.

EXECUTED this 17 day of NOVEMBER, 2004.


WILLIAM NESBITT

The foregoing instrument was acknowledged before me this 17th day of November, 2004, by WILLIAM NESBITT, who is personally known to me or who has produced a driver's license as identification.


NOTARY PUBLIC

My Commission Expires: April 30, 2006


OSCAR J. GARRARD SEAL:
PRINT NAME



Oscar J. Garrard, III
MY COMMISSION # DD113266 EXPIRES
April 30, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

ACCEPTANCE BY REGISTERED AGENT

Having been named as Registered Agent, and to accept service of process for **Fortress Wall Systems LLC** at the place designated in this certificate, I understand and 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, understand, and accept the obligation of my position as Registered Agent as provided for in Chapter 608, F.S.


JOSEPH H. DAY
6828 St. Augustine Road
Jacksonville, FL 32217