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DIVISION OF CORPORATIONS
05 JAN 18 AM 11:00

01/18/05--01039--010 **160.00

TRANSMITTAL LETTER

TO: Registration Section
Division of Corporations

SUBJECT: W.J. Investments, LLC

The enclosed Articles of Organization and fee(s) are submitted for filing.
Please return all correspondence concerning this matter to the following:

Mr. Johnny Jones
W.J. Investments, LLC
Post Office Box 561072
Orlando, Florida 32856-1072

For further information concerning this matter, please call:

Johnny Jones at (321) 945-1535

Enclosed is a cashier's check for the following amount:

\$160.00 Filing Fee,
Certificate of Status & Certified Copy

**ARTICLES OF ORGANIZATION FOR A
FLORIDA LIMITED LIABILITY COMPANY
OF
W.J. INVESTMENTS, LLC**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
05 JAN 18 AM 11:00

ARTICLE I:

Name. The name of the limited liability company shall be W.J. Investments, LLC.

ARTICLE II:

Address. The mailing address and the street address of the principal office of the limited liability company is as follows:

Principal Office Address:


4483 Evers Place
Orlando, FL 32811

Mailing Address:

Post Office Box 561072
Orlando, FL 32856-1072

ARTICLE III:

Registered Agent. The name and Florida street address of the limited liability company's registered agent.



Registered Agent's Signature

Johnny Jones

4483 Evers Place
Orlando, Florida 32811

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..

ARTICLE IV:

Managers. The name and address of each company manager is as follows:

MGR – JOHNNY JONES
4483 Evers Place
Orlando, FL 32811

MGR – BYRON WOODS
4483 Evers Place
Orlando, FL 32811

ARTICLES V:

Purpose. The purpose of W.J. Investments, LLC (hereinafter referred to as “the Company”) shall be to solicit and purchase residential and/or commercial real estate properties for development, rehabilitation and construction for the general public. These properties shall be acquired via pre-foreclosure, foreclosure, tax lien certificates, and/or similar methods of acquisitions. Its further purposes shall also be:

- a) To engage in and conduct any legal business activity, service, promotion or production consistent with this company’s goals of economic development.
- b) To invest the revenues, earnings, proceeds, and/or profits of the Company in domestic or foreign business enterprises, stocks, bonds, futures, stock options, index options, futures options, commodities, currencies and real estate ventures for the pecuniary benefit of its owners.
- c) To institute and conduct positive, progressive programs, projects, and/or workshops in order to achieve this company’s goals.
- d) To provide its owners and employees with various social and personal benefits that may include but shall not be limited to the following:
 - I. Cooperative shareholder discounts.
 - II. Cooperative shareholder insurance.
 - III. Personal development programs and activities.
 - IV. Long-term retirement benefits via investments.

ARTICLE VI:

Meetings. Periodical Company meetings shall be held as determined by the managers and shall be held at the location(s) cited in the company’s statement of policies on the day(s) and time(s) set forth.

ARTICLE VII:

Capital Contributions. The managers shall each make a cash capital contribution to the Company in the amount of four thousand five hundred dollars (\$4,500 U.S.).

ARTICLE VIII:

Value of the Company. The current value of the assets of the Company, less the current value of liabilities of the company (hereinafter referred to as "value of the Company") shall be determined as of a regularly scheduled date and time ("valuation date") preceding the date of each periodic meeting determined by the managers.

ARTICLE IX:

Capital Accounts. A capital account shall be maintained in the name of each member (based upon each member's capital contribution). Any increase or decrease in the value of the Company; on any valuation date shall be credited or debited, respectively, to each members capital account in proportion to the sum of all member capital contributions on that date.

ARTICLE X:

Management. Each manager shall participate in the management and conduct of the affairs of the Company in proportion to the value of his capital account. Except as otherwise determined, all decisions shall be made by the managers whose capital accounts total a majority of the value of the capital accounts of all the managers.

ARTICLE XI:

Sharing of Profits and Losses. Net profits and losses of the Company shall inure to, and be borne by, the managers in proportion to the value of each of their capital accounts.

ARTICLE XII:

Books of Accounts. Books of account of the transactions of the Company shall be kept and at all times be available and open to inspection and examination by any partner.

ARTICLE XIII:

Annual Accounting. Each calendar year, a full and complete account of the condition of the Company shall be made to the managers.

ARTICLE XIV:

Bank Account. The Company shall select two financial institutions (banks and/or credit unions) for the purpose of opening bank accounts. There shall be a bank account established to handle the financial affairs of all concrete concerns as well as a bank account that shall handle the affairs of the floor covering concerns. Funds in each bank account shall be withdrawn by checks signed by the partner designated by the Company.

ARTICLE XV:

Brokerage Account. None of the managers of this Company shall be a broker. However, the Company may select a broker and enter into such agreements with the broker as required for the purchase or sale of securities. Securities owned by the Company shall be held in the Company name unless (another name is designated by the Company).

Any corporation or transfer agent called upon to transfer any securities to or from the name of the Company shall be entitled to rely on instructions or assignments signed by the designated manager without inquiry as to the authority of the person signing such instructions or assignments or as to the validity of any transfer to or from the name of the Company.

At the time of a transfer of securities, the corporation or transfer agent is entitled to assume (1) that the Company is still in existence, and (2) that this Agreement is in full force and effect and has not been amended unless the corporation or transfer agent has received written notice to the contrary.

ARTICLE XVI:

Compensation. Each manager shall be compensated for services rendered to the Company, plus reimbursement for pre-approved expenses incurred on behalf of the company.

ARTICLE XVII:

Additional Members. The managers may decide upon unanimous decision to admit additional members. New members shall be required to contribute capital as designated above. (See "Capital Contributions").

No Additional Managers. No additional managers may be admitted at any time.

a) **Transfer to a Trust.** A manager may after giving written notice to the other managers, transfer his interest in the Company to a revocable living trust of which he is the grantor and sole trustee.

b) **Automatic Transfer.** A manager's ownership interest shall automatically be transfer to the estate (beneficiary) of said manager in the event of death, commitment to an institution, or any other such incidence that shall cause said manager to be rendered in capable of performing his general duties and responsibilities.

ARTICLE XVIII:

Termination of The Company. The Company may be terminated by mutual agreement of the managers or by the managers whose capital accounts total a majority in value of the capital accounts of all the managers. Written notice of the meeting where termination of the Company is to be considered shall include a specific reference to this matter. Written notice of the decision to terminate the Company shall be given to the managers ten (10) business days prior to the meeting where termination of the Company is to be held. The Company shall terminate after written notification has been forwarded to any and all parties involved including but not limited to creditors, suppliers, insurance carriers, financial institutions, and service providers. Payment shall then be made of all the liabilities of the Company and a final distribution of the remaining assets either in cash or in kind, shall promptly be made to the managers or their personal representative in proportion to each partner's capital account.

ARTICLE XIX:

Voluntary Withdrawal of a Manager/Member. If any manager or member withdraws all of the value of their initial capital account in the Company -- the Company shall continue as a taxable entity. The manager or member withdrawing all of the value of their initial capital account shall give notice of such intention in writing to the company secretary. Written notice shall be deemed received

as of the first meeting of the Company of which it is presented. If written notice is received between meetings it will be treated as received at the first following meeting.

The Company shall pay the manager or member who is withdrawing all of the value of his capital account in the Company in accordance with paragraph 20 of this Agreement.

ARTICLE XX:

Death or Incapacity of a Manager. In the event of the death or incapacity of a manager or member for the death or incapacity of the grantor and sole trustee of a revocable living trust, if such trust is a manager or member pursuant to Paragraph 16(a) hereof, receipt of notice of such an event shall be treated as notice of full withdrawal.

ARTICLE XXI:

Terms of Payment. In the case of withdrawal of capital account interest, payment shall be made in the form of a cashier's check or bank draft from the appropriate bank account of the Company on behalf of the manager/member making the withdrawal. Moreover, where cash is transferred, the Company shall transfer to the manager/member (or other appropriate entity) withdrawing all of his interest in the Company, in the form of a cashier's check or bank draft within ten (10) days after the valuation date used in determining the withdrawal amount.

If a manager/member withdrawing all of the value of his capital account in the Company desires an immediate payment in cash, the Company at its earliest convenience may pay eighty percent (80%) of the estimated value of his capital account and settle the balance in accordance with the valuation and payment procedures set forth in paragraphs 18 and 20 (if the Company is engaged in an active business project or has said funds invested in either securities or real estate).

ARTICLE XXII:

Forbidden Acts. No manager, member, or company representative shall:

- a) Have the right or authority to bind or obligate the Company to any extent whatsoever with regard to any matter outside the scope of the Company purpose and expressed written agreement of all managers, and/or members.
- b) Except as provided in paragraph 16(a), without the unanimous consent of all the other managers -- no manager, member, or company representative shall assign, transfer,

pledge, mortgage or sell all or part of his interest in the Company to any other member or other person whomsoever, or enter into any agreement as the result of which any person or persons not a manager or member shall become interested with him in the Company.

- c) Purchase an investment for the Company where less than the full purchase price is paid for same.
- d) Use the Company name, credit or property for other than Company purposes.
- e) Do any act detrimental to the interests of the Company or which would make it impossible to carry on the purpose of the Company.

ARTICLE XXIII:

Required Signature: Signature of a member or and authorized representative of a member.


JOHNNY JONES


BYRON WOODS

(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.)

Filing Fees:

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

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)