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**RICHARD R. KOSAN**  
**A T T O R N E Y   A T   L A W**

112 West Windhorst Road, Brandon, FL 33510



Phone (813) 689-1577

Fax (813) 654-5262

May 12, 2005

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

Re: Formation of a Limited Liability Company (Kerr Investments, L.L.C.)

Dear Sir or Madame:

Enclosed herewith please find the following documents needed to form a limited liability company:

1. Articles of Organization of Kerr Investments, L.L.C.
2. Check no. 6745 in the amount of \$125.00.

If you have any questions, please do not hesitate to telephone my office.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Richard R. Kosan'.

Richard R. Kosan, Esquire

**Articles Of Organization**  
**of**  
**Kerr Investments, LLC**

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Pursuant to the Florida Limited Liability Company, Act the undersigned, acting as organizer of a limited liability company, hereby adopts the following Articles Of Organization for such Company:

**Article I**  
**Name**

The name of the limited liability company is Kerr Investments, LLC.

**Article II**  
**Company Existence**

The Company's existence shall be perpetual and shall be effective upon the filing of these Articles Of Organization with the Florida Department Of State.

**Article III**  
**Units Of Equity Ownership**

**Section A. Authorized Units of Equity Ownership.** The maximum number of units of equity ownership units Kerr Investments, LLC is authorized to have outstanding is 1,000 units, all of which shall be identical units.

**Section B. First Lien.** The Company shall have a first lien upon the units of any Member for any debt or liability owing by such Member to the Company.

**Section C. Restrictions on Disposition of Units.** No Member of this Company shall sell, transfer, convey, pledge, give, distribute or encumber any unit or units in the Company without first giving notice in writing to the Company of such intended disposition and without first securing the written approval of Members of the Company owning 100% of the then-issued and outstanding Membership Units of the Company. However, nothing contained herein shall prevent distribution by operation of law, of such unit or units, provided that in such case a transferee shall be bound by the provisions contained in this Section the same as an original Member.

**Section D. Right to Redeem Units.** Without regard to any other power to purchase units of the Company as permitted by law, the Company may purchase outstanding units in an amount not to exceed its capital.

**Section E. Transfer of Units of Indebted Member.** If a Member shall be indebted to the Company, the Company may refuse to consent to a transfer of his units until such indebtedness is paid, provided a copy of this Section or the substance thereof is written or printed upon the Certificates representing such units.

**Article IV**  
**Registered Agent And Office**

The address of the initial Registered Office of the Company is 112 West Windhorst Road, Brandon, Florida 33510, and the name of its initial Registered Agent at such address is Richard R. Kosan, Esquire.

**Article V**  
**Principal Office**

The mailing address and street address of the principal office of the Company is 112 West Windhorst Road, Brandon, Florida 33510.

**Article VI**  
**Organizer**

The name and address of the organizer is:

Richard R. Kosan Esquire  
112 West Windhorst Road  
Brandon, Florida 33510

**Article VII**  
**Purpose And Power**

The Company shall be formed for any lawful purposes and shall have unlimited power to engage in and to do any lawful act concerning any and all lawful businesses for which companies may be organized under the Florida Limited Liability Company Act. In connection with the above-mentioned purposes, the Company shall have the power to invest its funds in real property and securities, to acquire, own, and dispose of real and personal property, and to do all other acts incidental and necessary to the accomplishment of the foregoing purposes, to the extent permitted under the Florida Limited Liability Company Act.

**Article VIII**  
**Admission of New Members**

No additional members shall be admitted to the company except with the unanimous written consent of all the members of the company and on such terms and conditions as shall be determined by all the members. A member may transfer his or her interest in the company as set forth in the regulations of the company, but the transferee shall have no right to participate in the management of the business and affairs of the company or become a member unless all the other members of the company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

**Article IX**  
**Termination of Existence**

The company shall be dissolved on the death, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event that terminates the continued membership of a member in the company, unless the business of the company is continued by the consent of all the

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remaining members, provided there are at least two remaining members.

### **Article X** **Management**

The Company is to be managed by a Member-Manager or Member-Managers. The Member-Manager(s) of the Company shall be named pursuant to the Operating Agreement of the Company. The initial Member-Manager of the Company, who shall serve as such until its successor is elected and shall qualify, is:

<u>Office</u>	<u>Name and Address</u>
Member-Manager	Richard R. Kosan 112 West Windhorst Road Brandon, Florida 33510

### **Article XI** **Indemnification**

The Company shall indemnify any Member and/or Member-Manager who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that such Member and/or Member-Manager is or was a Member, Officer or employee of the Company, or is or was serving at the request of the Company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by such Member and/or Member-Manager in connection with such action, suit or proceeding. The Company shall not indemnify any Member and/or Member-Manager in the event of (i) a breach of such Member and/or Member-Manager's duty of loyalty to the Company or its Members, (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, (iii) a transaction from which such Member and/or Member-Manager derived an improper personal benefit, (iv) acts or omissions for which indemnification is prohibited under the Florida Limited Liability Company Act.

The indemnification provided in this Article shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any agreement, vote of Members, or disinterested Officers or otherwise, both as to action in the official capacity of such person and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an Officer or a Member and shall inure to the benefit of the heirs, executors, and administrators of such person.

### **Article XII** **Real Estate Documents**

All conveyances and mortgages of and leases relating to real property made by the Company shall be executed by a Member-Manager, and all releases of mortgages, liens, judgments, or other claims that are required by law to be made of record may be executed by a Member-Manager.

**Article XIII**  
**Amendment Of Articles Of Organization**

The Company reserves the right to amend, alter, change, or repeal any provisions contained in these Articles Of Organization in the manner now or hereafter prescribed by statute and all rights conferred upon Members herein are granted subject to this reservation.

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

Signature of Member or authorized representative of Member.

Dated May 13, 2005.



\_\_\_\_\_  
Richard R. Kosan  
Organizer

Having been appointed the registered agent of Kerr Investments, LLC, I hereby accept the duties and responsibilities of this position.



\_\_\_\_\_  
Richard R. Kosan  
Registered Agent