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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

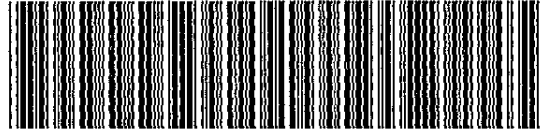
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SECRETARY OF STATE
TALLAHASSEE FLORIDA

06 APR 24 PM 12: 27

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: The Michael Gruttadauria Company, LLC
(Name of Limited Liability Company)

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

Please return all correspondence concerning this matter to the following:

Michael Gruttadauria
(Name of Person)

(Firm/Company)

1715 South Drive
(Address)

Sarasota, Florida 34239
(City/State and Zip Code)

For further information concerning this matter, please call:

Nicholas J. Karabas, Esq. at (913) 221-1424
(Name of Person) (Area Code & Daytime Telephone Number)

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TALLAHASSEE, FLORIDA

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Enclosed is a check for the following amount:

- \$125.00 Filing Fee
- \$130.00 Filing Fee & Certificate of Status
- \$155.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street/Courier Address
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

The Michael Gruttadauria Company, LLC

(Must end with the words "Limited Liability Company," "Limited Company" or their abbreviation "LLC," or "L.C.,")

ARTICLE II - Address:

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

Principal Office Address:

Mailing Address:

1715 South Drive

1715 South Drive

Sarasota, Florida 34239

Sarasota, Florida 34239

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

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

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

Michael Gruttadauria

Name

1715 South Drive

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

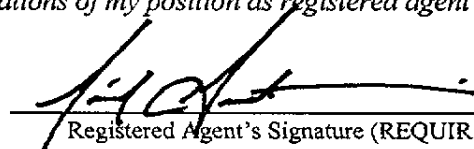
Sarasota

FL 34239

City, State, and Zip

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MAIL ROOM
TALLAHASSEE
FLORIDA

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..



Registered Agent's Signature (REQUIRED)

(CONTINUED)

Page 1 of 2

ARTICLE IV- Manager(s) or Managing Member(s):

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

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

MGRM

Michael Gruttadauria

1715 South Drive

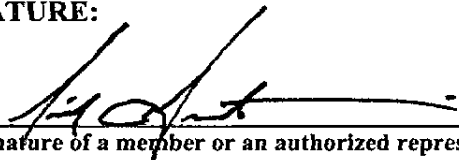
Sarasota, Florida 34239

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

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REQUIRED SIGNATURE:



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.)

Michael Gruttadauria

Typed or printed name of signee

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)

OPERATING AGREEMENT
OF
THE MICHAEL GRUTTADURIA COMPANY, LLC

**OPERATING AGREEMENT
OF
THE MICHAEL GRUTTADAURIA COMPANY, LLC**

THIS OPERATING AGREEMENT is made and entered into as of the ____ day of March, 2006, by Michael Gruttadauria, the sole Member (hereinafter the "Member").

1. The Member has caused THE MICHAEL GRUTTADAURIA COMPANY, LLC (the "Company") to be formed on March ___, 2006, as a limited liability company under the Florida Limited Liability Company Act and, as required thereunder, does hereby adopt this Operating Agreement as the operating agreement of the Company.

2. The vote, action, decision or consent of the Member shall constitute a valid decision of the Member and the Company.

3. The decisions and actions of the Member shall be carried out by the individuals (the "Individuals") granted authority to act on behalf of the Member, pursuant to resolutions, from time to time, adopted by the Member.

4. The latest date on which the Company shall be dissolved is upon the withdrawal of the last remaining member.

5. The Member's initial capital contribution to the capital of the Company for his interest in the Company shall be reflected on the books and records of the Company.

6. Indemnification:

(a) The Member and the Individuals and their respective affiliates, stockholders, members, managers, directors, officers, trustees, partners, employees, agents and representatives (individually, an "Indemnitee") shall be indemnified and held harmless by the Company from and against any and all losses, claims, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of such Indemnitee's status as any of the foregoing, which relates to or arises out of the Company, its assets, business or affairs, if in each of the foregoing cases (i) the Indemnitee acted in good faith and in a manner such Indemnitee believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe such Indemnitee's conduct was unlawful, and (ii) the Indemnitee's conduct did not constitute gross negligence or willful or wanton misconduct. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified in (i) or (ii) above. Any indemnification pursuant to this Section 6 shall be made only out of the assets of the Company and the Member shall not have any personal liability on account thereof.

(b) Expenses (including reasonable legal fees) incurred by an Indemnatee in defending any claim, demand, action, suit or proceeding described in the foregoing Section 6(a) may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, in the discretion of the Member, upon receipt by the Company of an undertaking by or on behalf of the Indemnatee to repay such amount if it shall be determined that the Indemnatee is not entitled to be indemnified as authorized in this Section 6.

(c) The indemnification and advancement of expenses set forth in this Section 6 shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, the Company's articles of organization, this Agreement, any other agreement, a vote of the Member, a policy of insurance or otherwise, and shall not limit in any way any right which the Company may have to make additional indemnifications with respect to the same or different persons or classes of persons, as determined by the Member. The indemnification and advancement of expenses set forth in this Section 6 shall continue as to a person or entity who has ceased to hold the position giving rise to such indemnification and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such a person or entity.

(d) The Company may purchase and maintain insurance on behalf of any Indemnatee against any liability asserted against an Indemnatee and incurred by an Indemnatee in such capacity, or arising out of such Indemnatee's status as aforesaid, whether or not the Company would have the power to indemnify such Indemnatee against such liability under this Section 6.

7. The Member acknowledges that, pursuant to existing law, the Company will be disregarded for federal and state income tax purposes. The admission of one or more additional Members, however, will cause the Company to be recognized for tax purposes, and to be taxed, as a partnership.

IN WITNESS WHEREOF, the Member has caused this Operating Agreement to be duly executed as of the date first written above.

SOLE MEMBER:



MICHAEL GRUTTADAURIA