

L06000053046

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

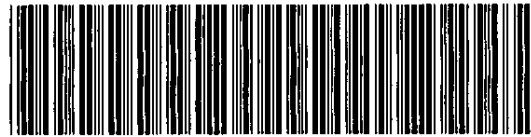
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



900074319029

05/11/06--01012--001 \*\*155.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 MAY 11 PM 4:27

W06-223481

B. McKnight MAY 23 2006

LAW OFFICES  
**JOHN ROSS ADAMS**  
PROFESSIONAL ASSOCIATION  
SUITE G  
101 SOUTHEAST SIXTH AVENUE  
DELRAY BEACH, FLORIDA 33483

(561) 278-4811  
FAX: (561) 276-2103

SHARON L. LUNSFORD  
CERTIFIED LEGAL ASSISTANT

May 9, 2006

Department of State  
Division of Corporations  
Corporate Filings  
P. O. Box 6327  
Tallahassee, FL 32314

Re: CERBERUS, A FLORIDA LLC

Dear Sir or Madam:

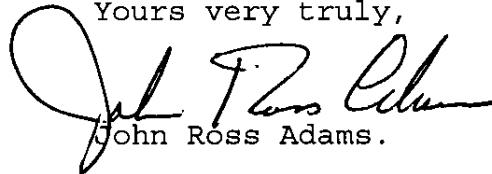
Attached, in duplicate, are Articles of Incorporation for the above, together with my firm's check in the amount of \$155.00 representing the following:

Filing Fee	\$100.00
Registered Agent Designation	25.00
Certified copy	30.00
	=====
	\$155.00

Kindly return the certified copy to me.

Thank you for your courtesies.

Yours very truly,

  
John Ross Adams.

JRA/sl  
encls.



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

May 22, 2006

JOHN ROSS ADAMS ESQ  
101 SE SIXTH AVE  
DELRAY BEACH, FL 33483

SUBJECT: CERBERUS, A FLORIDA LIMITED LIABILITY COMPANY  
Ref. Number: W06000023481

We have received your document for CERBERUS, A FLORIDA LIMITED LIABILITY COMPANY and your check(s) totaling \$155.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name of a Limited Liability Company must end with the words "Limited Company" or Limited Liability Company or with one of the following abbreviations Ltd. Co., LC, "L.C.," LLC, or L.L.C.

The name of the entity must be identical throughout the document.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6931.

Becky McKnight  
Document Specialist  
New Filing Section

Letter Number: 906A00035848

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 MAY 11 PM 4:27

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 MAY 11 PM 4:27

ARTICLES OF ORGANIZATION  
FOR  
CERBERUS, LLC

**ARTICLE I - Name:**

The name of the Limited Liability Company is: **CERBERUS, LLC**

**ARTICLE II - Address:**

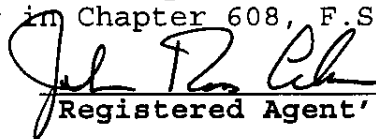
The mailing address and street address of the principal office of the Limited Liability Company is 10286 St. Andrews Road, Boynton Beach, Florida 33436.

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

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

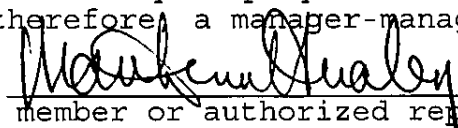
JOHN ROSS ADAMS, ESQ.  
101 SE 6TH AVENUE, SUITE G  
DELRAY BEACH, FLORIDA 33483

Having been named 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

**ARTICLE IV - Management**

The Limited Liability Company is to be managed by one manager or more and is, therefore, a manager-managed company.

  
\_\_\_\_\_  
Signature of a member or authorized representative of Member

(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.)

MATTHEW HEALEY  
(Typed or printed name of Signee)

## **OPERATING AGREEMENT OF**

### **CERBERUS, LLC**

This Operating Agreement (this "Agreement") of CERBERUS, a Florida limited liability company (the "Company"), is adopted and entered into by **MATTHEW HEALEY** as the member (the "Member", which term includes any other persons who may become members of the Company in accordance with the terms of this Agreement and the Act) and the Company pursuant to and in accordance with the Limited Liability Company Laws of the State of Florida, as amended from time to time (the "Act"). Terms used in this Agreement which are not otherwise defined shall have the respective meanings given those terms in the Act.

The parties agree as follows:

#### **SECTION ONE NAME**

The name of the limited liability company under which it was formed is **CERBERUS, LLC**.

#### **SECTION TWO TERM**

The Company shall continue until dissolved in accordance with the Act.

#### **SECTION THREE MANAGEMENT**

Management of the Company is vested in its Members who will manage the Company in accordance with the Act. Any Member exercising management powers or responsibilities will be deemed to be a manager for purposes of applying the provisions of the Act, unless the context otherwise requires, and that Member will have and be subject to all of the duties and liabilities of a manager provided in the Act. The Members will have the power to do any and all of acts necessary or convenient to or for the furtherance of the purposes of the Company set forth in this Agreement, including all powers of Members under the Act.

#### **SECTION FOUR PURPOSE**

The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or

incidental to these acts.

#### **SECTION FIVE MEMBERS**

The names and the business, residence or mailing address of the members are as follows:

**MATTHEW HEALEY**

10286 St. Andrews Road  
Boynton Beach, FL 33436

#### **SECTION SIX CAPITAL CONTRIBUTIONS**

The Members have contributed to the Company the following amounts, in the form of cash, property or services rendered, or a property or to render services:

**MEMBER**

**AMOUNT OF CAPITAL  
CONTRIBUTION:**

**MATTHEW HEALEY**

\$ 300,000.00

#### **SECTION SEVEN ADDITIONAL CONTRIBUTIONS**

No member is required to make any additional capital contribution to the Company.

#### **SECTION EIGHT ALLOCATION OF PROFITS AND LOSSES**

The Company's profits and losses will be allocated in proportion to the value of the capital contributions of the Members.

#### **SECTION NINE DISTRIBUTIONS**

Distributions shall be made to the Members at the time and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Members in the same proportion as their then capital account balances.

#### **SECTION TEN WITHDRAWAL OF MEMBER**

A Member may withdraw from the company in accordance with the Act.

## **SECTION ELEVEN ASSIGNMENTS**

A Member may assign in whole or part his or her membership interest in the Company; provided, however, an assignee of a membership interest may not become a Member without the vote or written consent of at least a majority in interest of the Members, other than the Member who assigns or proposes to assign his or her membership interest.

## **SECTION TWELVE ADMISSION OF ADDITIONAL MEMBERS**

One or more additional Members of the Company may be admitted to the Company with the vote or written consent of a majority in interest of the Members (as defined in the Act).

## **SECTION THIRTEEN LIABILITIES OF MEMBERS**

The members do not have any liability for the obligations or liabilities of the Company, except to the extent provided in the Act.

## **SECTION FOURTEEN EXCULPATION OF MEMBER-MANAGERS**

A Member of exercising management powers or responsibilities for or on behalf of the Company will not have personal liability to the Company or its members for damages for any breach of duty in that capacity, provided that nothing in this Section shall eliminate or limit: (a) the liability of any Member-Manager if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled, or that, with respect to a distribution to Members, his or her acts were not performed in accordance with Section 608.426 of the Act, or (b) the liability of any Member-Manager for any act or omission prior to the date of first inclusion of this paragraph in this Agreement.

## **SECTION FIFTEEN GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, all rights and remedies being governed by those laws.

## **SECTION SIXTEEN INDEMNIFICATION**

To the fullest extent permitted by law, the Company shall

indemnify and hold harmless, and may advance expenses to, any Member, manager or other person, or any testator or intestate of such Member, manager or other person (collectively, the "Indemnitees"), from and against any and all claims and demands whatsoever; provided, however, that no indemnification may be made to or on behalf of any Indemnatee if a judgment or other final adjudication adverse to such Indemnatee established: (a) that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. The provisions of this section shall continue to afford protection to each Indemnatee regardless of whether he or she remains a Member, manager, employee or agent of the Company.

**SECTION SEVENTEEN  
TAX MATTERS**

The Members of the Company and the Company intend that the Company be treated as a partnership for all income tax purposes, and will file all necessary and appropriate forms in furtherance of that position.

IN WITNESS OF WHICH, the undersigned have duly executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

CERBERUS, LLC

By: \_\_\_\_\_

Member

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
06 MAY 11 PM 4:27