

L060000680814

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

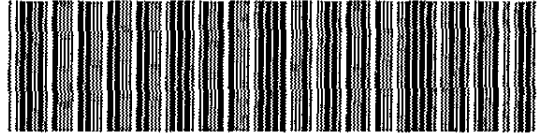
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500078673155

08/15/06--01049--010 **125.00

06 AUG 15 PM 2:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

JE

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: J + J Ventures 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:

Molly Dunphy
(Name of Person)

(Firm/Company)

1707 Ryan Drive
(Address)

Lutz FL 33549
(City/State and Zip Code)

For further information concerning this matter, please call:

Molly Dunphy at (813) 909 9875
(Name of Person) (Area Code & Daytime Telephone Number)

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

06 AUG 15 PM 2:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

**ARTICLES OF ORGANIZATION
OF
J&J VENTURES, LLC**

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby make, acknowledge, and file the following Articles of Organization.

ARTICLE I – NAME

The name of the limited liability company shall be J&J Ventures, LLC ("Company").

ARTICLE II – ADDRESS

The mailing address and street address of the principal office of the company is 1707 Ryan Drive, Lutz, Florida 33549.

ARTICLE III – DURATION

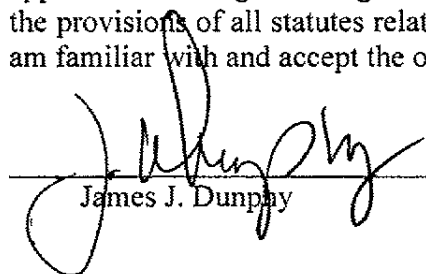
The company shall commence its existence on the date these Articles of Organization are filed by the Florida Department of State or on another effective date as specified. The company's existence shall be perpetual unless the company is dissolved earlier as provided in these Articles of Organization or in the regulations.

**ARTICLE IV – REGISTERED AGENT, REGISTERED OFFICE AND
REGISTERED AGENT'S SIGNATURE**

The name and Florida street address of the registered agent and office is:

Name: James J. Dunphy
Address: 1707 Ryan Drive, Lutz, Florida 33549

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.



James J. Dunphy

Date: 8-10-06

06 AUG 15 PM 2:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

ARTICLE V – MANAGEMENT

The company shall be managed by manager in accordance with regulations adopted by the members for the management of the business and affairs of the company. These regulations may contain any provisions for the regulation and management of the affairs of the company not inconsistent with law or these Articles of Organization. The name and address of the initial manager of the company is: John Dunphy, 2950 Eagle Estates Circle West, Clearwater, FL 33761.


ARTICLE VI – AUTHORIZED REPRESENTATIVE

The name and address of the authorized representative for the manager signing these Articles of Organization is:

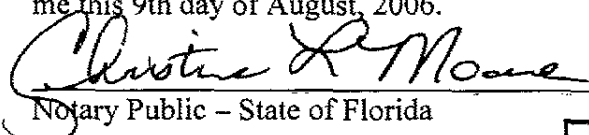
Name
Molly Dunphy

Address
1707 Ryan Drive, Lutz, Florida 33549

IN WITNESS WHEREOF, the undersigned authorized representative has made and subscribed these Articles of Organization at Tampa, Florida, on the 9th day of August, 2006.


Name: Molly Dunphy
Authorized Representative for the Manager

SWORN TO AND SUBSCRIBED BEFORE
me this 9th day of August, 2006.

 (SEAL)
Notary Public – State of Florida



Personally known ✓
OR

Produced Identification _____

Type of Identification Produced _____

FILED
06 AUG 15 PM 2:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

OPERATING AGREEMENT

OF

J & J VENTURES, LLC

a Florida limited liability company

Adopted as of August 9, 2006

FILED
06 AUG 15 PM 2:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

**OPERATING AGREEMENT
OF
J & J VENTURES, LLC**

THIS OPERATING AGREEMENT (the "Agreement") is hereby entered into by **John Dunphy** (hereinafter sometimes referred to as the "Member" and sometimes referred to as the "Manager") and **James J. Dunphy** (hereinafter sometimes referred to as the "Member") and **J & J Ventures, LLC**, a Florida limited liability company (hereinafter referred to as the "Company").

RECITALS

WHEREAS, the Members have formed the Company pursuant to the provisions of the Florida Limited Liability Company Act (the "Act"), for the purposes set forth herein, and desire to enter into this Agreement in order to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of the Members.

NOW, THEREFORE, the Members, intending to be legally bound by this Agreement, hereby agree as follows:

**ARTICLE I
ORGANIZATION**

1.1. FORMATION. The undersigned Members have formed the Company as a limited liability company pursuant to the Act.

1.2. ARTICLES OF ORGANIZATION. The Members have caused the Articles of Organization to be prepared, executed and filed with the Florida Secretary of State for the formation of the Company, effective August 9, 2006. Any and all amendments to the Articles required by law to be filed and recorded hereafter for any reason shall be filed by the Company in such office or offices as are required under the laws of the State of Florida or elsewhere. The Company shall do all other acts and things that may now or hereafter be required for the perfection and continuation of the Company as a limited liability company under the laws of the State of Florida or necessary in order to protect the limited liability of the Members under the laws of the State of Florida or elsewhere.

1.3. NAME. The name of the Company is **J & J Ventures, LLC**. All Company business must be conducted in such name or other names that comply with applicable law as the Members may, in the Members' sole discretion, select from time to time. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a fictitious name registration as required by law.

1.4. TERM. The term of the Company commenced on the filing of the Articles of Organization with the Secretary of State of Florida and shall continue until terminated in accordance with the provisions of this Agreement or by operation of law.

FILED
06 AUG 15 PM 4:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

1.5. PRINCIPAL OFFICE. The principal office of the Company shall be maintained at **1707 Ryan Drive, Tampa, Florida 33549**, or at such other place which the Manager, in the Manager's sole discretion, determines.

1.6. REGISTERED AGENT/REGISTERED OFFICE. The name of the registered agent of the Company in the State of Florida is **James J. Dunphy**. The street address of the registered office of the Company is **1707 Ryan Drive, Tampa, Florida 33549**.

1.7. MEMBERS. The present mailing address of the Members of the Company are:

John Dunphy, 2950 Eagle Estates Circle West, Clearwater, Florida, 33761

James J. Dunphy, 1707 Ryan Drive, Lutz, Florida 33549.

The Members shall each own 50% of the Membership Rights in the Company, including 50% of the Membership Interest, including profits, loss, and capital.

ARTICLE II PURPOSE AND BUSINESS OF THE COMPANY

2.1. PURPOSE. The Company is organized for the purpose of transacting all lawful activities and businesses that may be conducted by a limited liability company under the laws of Florida.

2.2. AUTHORITY OF THE COMPANY. The Company shall have the powers and authority to do all things necessary to carry out its business and affairs as authorized by the Act.

ARTICLE III CONTRIBUTIONS TO CAPITAL AND CAPITAL ACCOUNTS

3.1. INITIAL CONTRIBUTIONS. Upon the execution of this Agreement, the Members shall contribute to the Company the cash and property (other than cash) set forth on Schedule "A" attached hereto.

3.2. ADDITIONAL CAPITAL CONTRIBUTIONS. The Members may make additional contributions of capital to the Company as the Members determine are necessary, appropriate or desirable; provided, however, that the Members shall have no obligation to contribute any additional capital to the Company, and except as set forth in the Act, the Members shall have no personal liability for any obligations of the Company.

3.3. CAPITAL ACCOUNTS. A capital account shall be maintained by the Company for the Members.

3.4. LOANS.

(a) **LOAN TERMS.** The Members may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Members agree. Such funds shall represent a debt, payable on demand, unless otherwise specifically provided, from the Company to the Members.

(b) **REPAYMENT OF LOANS.** Distributions of cash to the Members in repayment of loans made by the Members shall be made pursuant to the terms of such loans, but all distributions shall be subject to maintaining the Company in a sound financial condition, including the establishment of reserves reasonably required in the judgment of the Manager for the proper operation of the business of the Company.

ARTICLE IV PROFIT, LOSS, AND DISTRIBUTIONS

4.1. DETERMINATION OF PROFIT OR LOSS. The items of income, gains, expenses, deductions, losses and credits generated by the Company for federal income tax purposes shall be determined in accordance with a generally accepted method of accounting as soon as practicable after the close of the fiscal year of the Company.

4.2. COSTS AND EXPENSES. The Company shall pay all expenses of the Company (which expenses shall be billed directly to the Company), which may include but are not limited to: (i) legal, audit, accounting and other fees; (ii) expenses and taxes incurred in connection with the issuance, distribution and transfer of documents evidencing ownership of an interest in the Company or in connection with the business of the Company; (iii) expenses of organizing, revising, amending, converting, modifying or terminating the Company; (iv) expenses in connection with distributions made by the Company to, and communications and bookkeeping work necessary in maintaining relations with, the Members; and (v) costs of any accounting, statistical or bookkeeping equipment necessary for the maintenance of the books and records of the Company.

4.3. ALLOCATION. The net profits, net gains and net losses generated by the Company, for each taxable year of the Company, shall be allocated to the Members based on the members' membership interests.

4.4. DISTRIBUTABLE AMOUNTS. The Company may make distributions to the Members of any amount in excess of its reasonable operating requirements as determined by the Manager. Notwithstanding the foregoing, no distribution shall be made unless after the distribution the Company retains assets sufficient to pay all its debts as they become due and such distribution, if made, would not cause the Company to otherwise become insolvent.

4.5. LIQUIDATING DISTRIBUTIONS. In the event of liquidation of the Company, the assets of the Company shall be distributed to the Members in accordance with Section 5.2.

ARTICLE V
DURATION, LIQUIDATION, AND TERMINATION

5.1. DURATION OF COMPANY. The Company shall continue in existence until the Members, in the Members' sole discretion, determine to dissolve the Company. In the event there should at any time be no Members of the Company, the Company shall not be dissolved and the successor-in-interest (or the personal or other legal representative of the last remaining Member) shall have the option to either dissolve the Company or agree in writing to continue the Company and to the admission of the successor-in-interest (or personal or other legal representative of the last remaining Member) or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that terminated the membership of the last remaining Member.

5.2. LIQUIDATION. In the event of dissolution of the Company, the Manager shall wind up the affairs of the Company and shall distribute the money and other property of the Company in the following order of priority:

(a) To creditors, including a Member who is a creditor, to the extent permitted by law in satisfaction of the Company's debts and liabilities whether by payment or establishment of reserves, other than liabilities for distributions to the Member under the Act; then

(b) The remainder, if any, to the Members or to the Members' successors or assigns.

5.3. ARTICLES OF DISSOLUTION. In the event the Company is dissolved, Articles of Dissolution shall be promptly filed with the Florida Secretary of State.

ARTICLE VI
MANAGEMENT

The management and control of the Company shall be vested solely in the Manager. The members shall have the power to elect, remove and replace the Manager of the Company. The name of the initial manager of the Company and the consent of the manager to serve as such shall be set forth on "Schedule B" attached hereto and made a part hereof. The Manager shall have full and exclusive authority in the management and control of the Company, and shall have all the rights and powers to make all decisions with respect thereto and to do or cause to be done any and all acts or things deemed by the Manager to be necessary, appropriate or desirable to carry out or further the business and affairs of the Company.

The Manager may appoint such officers as the Manager may desire from time to time and delegate to such officers certain duties and obligations with regard to the day-to-day operations of the Company. The Manager shall appoint such officers in writing signed by the Manager, and any officer so appointed may be removed by the Manager, with or without cause, at any time immediately upon notice to such officer. Any officer may resign upon giving written notice to the Manager. The officers of the Company, and any successors to such positions appointed by

FILED
AUG 1 1987
PH 2:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

the Manager, shall have the duties, authorities and powers customarily granted to such officer positions.

FILED
6 AUG 15 PM 4:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE VII LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1. LIMITATION OF LIABILITY. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Members nor the Manager shall be obligated personally for any such debt, obligation or liability of the Company, solely by reason of being a Member and/or Manager. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Manager for any debts, liabilities or obligations of the Company. Except as otherwise expressly required by law, the Members, in the Members' capacity as such, shall have no liability in excess of (a) the amount of such Members' Capital Contributions, (b) such Members' share of any assets and undistributed profits of the Company, and (c) the amount of any distributions required to be returned pursuant to the Act.

7.2. INDEMNIFICATION. The Company (including any receiver or trustee of the Company), shall, to the fullest extent provided or allowed by law, indemnify, save harmless and pay all judgments and claims against the Members and/or Manager and each of the Members' and/or Manager's agents, affiliates, heirs, legal representatives, successors and assigns (each hereinafter individually referred to as an "Indemnified Party") from, against and in respect of any and all liability, loss, damage and expense incurred or sustained by the Indemnified Party in connection with the business of the Company or by reason of any act performed or omitted to be performed in connection with the activities of the Company or in dealing with third parties on behalf of the Company, including costs and attorney's fees before and at trial and at all appellate levels, whether or not suit is instituted (which attorneys' fees may be paid as incurred), and any amounts expended in the settlement of any claims of liability, loss or damage, provided that the act or omission of the Indemnified Party does not constitute fraud or willful misconduct by such Indemnified Party. The Company shall not pay for any insurance covering liability of the Members and/or Manager or the Member' and/or Manager's agents, affiliates, heirs, legal representatives, successors and assigns for actions or omissions for which indemnification is not permitted hereunder; provided, however, that nothing contained herein shall preclude the Company from purchasing and paying for such types of insurance, including extended coverage liability and casualty and worker's compensation, as would be customary for any Person owning, managing and/or operating comparable property and engaged in a similar business or from naming the Members and/or Manager and any of the Members' and/or Manager's agents, affiliates, heirs, legal representatives, successors or assigns, or any Indemnified Party as additional insured parties thereunder.

7.3. NON-EXCLUSIVE RIGHT. The provisions of this Article VII shall be in addition to and not in limitation of any other rights of indemnification or reimbursement or limitations of liability to which Indemnified Party may be entitled under the Act, common law, or otherwise. Notwithstanding any repeal of this Article VII or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as

to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or relate to the period prior to any such repeal or amendment of this Article VII.

ARTICLE VIII TRANSFER OF INTEREST AND ADDITIONAL MEMBERS

8.1. TRANSFERS. The Members may transfer all, or any portion of, their Membership Rights to one or more successors. For purposes of this Article VIII, the term "transfer" shall mean to voluntarily sell, hypothecate, pledge, assign, or otherwise transfer.

8.2. RIGHTS OF ASSIGNEE. In the event of any transfer of all or any part of a Member's Membership Rights to a successor, the successor shall thereupon become a Member and the Company shall continue in existence. In the event a judgment creditor obtains a charge against a Member's Membership Interest pursuant to the Act, the judgment creditor shall have only the rights of an assignee and shall not become a Member and shall not have any other Membership Rights. In the event of a transfer of all of a Member's Membership Rights to a successor, such successor shall not automatically succeed to the position of Manager.

8.3. ADDITIONAL MEMBERS. The Manager may, with the approval of the Members, determine to admit additional Members.

ARTICLE IX BOOKS, RECORDS, ACCOUNTING AND TAXATION

9.1. BOOKS AND RECORDS. The books and records of the Company, if any, shall be maintained on a cash or accrual basis as determined by the Manager, in the Manager's sole discretion, in accordance with generally accepted accounting principles, consistently applied. These and all other records of the Company required to be kept pursuant to the Act shall be kept at the principal office of the Company.

9.2. CUSTODY OF FUNDS.

(a) The Manager shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in the immediate possession or control of the Manager. The funds of the Company shall not be commingled with the funds of any other Person and the Manager shall not employ, or permit any other Person to employ, such funds in any manner except for the benefit of the Company.

(b) All funds of the Company not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Manager shall determine, and withdrawals shall be made only in the regular course of Company business.

9.3. ACCOUNTANTS. The accountants for the Company shall be such certified public accountants as shall be selected by the Manager.

9.4. FISCAL YEAR. The fiscal year of the Company shall be the twelve month period ending December 31st.

FILED
06 JUN 15 PM 2:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

9.5. ANNUAL REPORT. The Company shall file an annual report with the Florida Secretary of State each year in the form provided by the Secretary of State.

9.6. INCOME TAX REPORTING. The Members are aware of the income tax consequences of the allocations made pursuant to Article IV hereof and hereby agrees to be bound by the provisions of Article IV hereof in reporting the Member's allocable share of Company income and loss for federal and state income tax purposes.

ARTICLE X DEFINITIONS

10.1. "ACT" AND "FLORIDA LIMITED LIABILITY COMPANY ACT" shall mean The Florida Limited Liability Company Act, as amended from time to time and any successor statute.

10.2. "AGREEMENT" shall mean this Operating Agreement, as amended, modified, or supplemented from time to time.

10.3. "CAPITAL CONTRIBUTIONS" shall mean the amount of cash and the agreed value of the property, the services, or the promissory note or other obligation to contribute cash or property or to perform services contributed by the Members for such Members' interest in the Company, equal to the sum of the Members' initial capital contributions plus the Members' additional capital contributions, if any, made pursuant to Sections 3.1 and 3.2, respectively.

10.4. "CODE" shall mean the Internal Revenue Code of 1986, as amended.

10.5. "COMPANY" shall mean the limited liability company organized in accordance with this Agreement.

10.6. "MANAGER" shall mean **John Dunphy**, and any successor manager of the Company.

10.7. "MEMBERS" shall mean **John Dunphy and James J. Dunphy**, and any Person who is subsequently admitted as a member of the Company.

10.8. "MEMBERSHIP INTEREST" shall mean a Person's share of the profits and losses of, and the right to receive distributions from, the Company.

10.9. "MEMBERSHIP RIGHTS" shall mean all of the rights of a Member in the Company, including a Member's: (i) Membership Interest and (ii) right to inspect the Company's books and records.

10.10. "PERSON" shall mean and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

FILED
06 AUG 15 PM 2:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLE XI
AMENDMENT**

This Agreement may not be altered or modified except by the written consent of the Members.

**ARTICLE XII
GENERAL PROVISIONS**

12.1. CAPTIONS. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof.

12.2. VARIATIONS OF PRONOUNS. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person may in the context require.

12.3. CONSTRUCTION. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

12.4. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the undersigned, its legal representatives, heirs, successors and assigns.

12.5. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

12.6. COUNTERPART SIGNATURES. This Agreement may be executed in one or more counterparts (and by facsimile signatures) and, notwithstanding that all of the parties did not execute the same counterpart, each of such counterparts shall, for all purposes, be deemed to be an original, and all of such counterparts shall constitute one and the same instrument, binding on all of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

FILED
06 AUG 15 PM 2:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the 9th day of August, 2006.

MEMBER AND MANAGER:

JOHN DUNPHY

By: _____

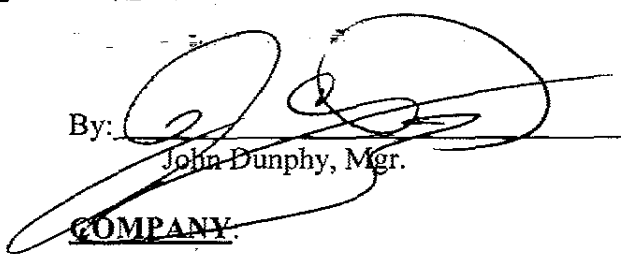

John Dunphy

COMPANY:

J & J VENTURES, LLC,
a Florida limited liability company

JOHN DUNPHY, Manager

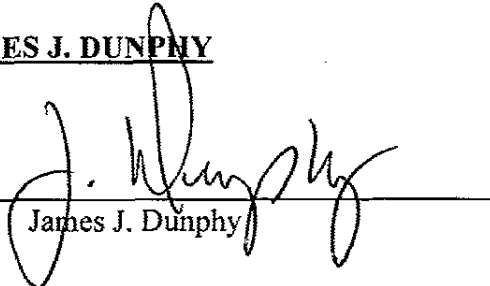
By: _____


John Dunphy, Mgr.

MEMBER:

JAMES J. DUNPHY

By: _____


James J. Dunphy

COMPANY:

J & J VENTURES, LLC,
a Florida limited liability company

JOHN DUNPHY, Manager

By: _____


John Dunphy, Mgr.

FILED
06 AUG 15 PM 2:47
SECRETARY OF STATE
TALLAHASSEE FLORIDA

**SCHEDULE A
TO OPERATING AGREEMENT FOR
J & J VENTURES, LLC**

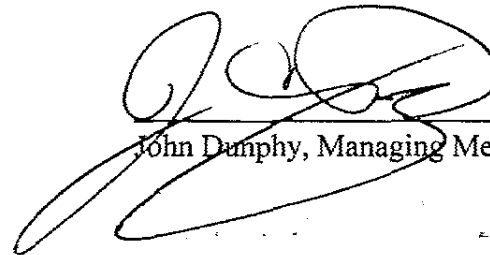
<u>Name and Address of Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Interest</u>
James J. Dunphy 1707 Ryan Drive Lutz, FL 33549	\$100	50%
John Dunphy 2950 Eagle Estates Circle West Clearwater, FL 33761	\$100	50%

FILED
06 AUG 15 PM 2:48
SECRETARY OF STATE
TALLAHASSEE FLORIDA

**SCHEDULE B
TO OPERATING AGREEMENT FOR
J & J VENTURES, LLC**

Manager of the Company

The undersigned hereby concedes to his/her election and appointment as Manager of the Company effective August 9, 2006.



John Dunphy, Managing Member

FILED
06 AUG 15 PM 2:48
SECRETARY OF STATE
TALLAHASSEE FLORIDA