

LO7 0000059033

EVA B ARMSTRONG
(Requestor's Name)

1566 Village Square Blvd
(Address)

Suite 2E
(Address)

Tallahassee FL 32309
(City/State/Zip/Phone #)

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Earth STEPS LLC
(Business Entity Name)

(Document Number)

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ARTICLES OF ORGANIZATION

ARTICLE 1

NAME OF LIMITED LIABILITY COMPANY

The name of the Limited Liability Company shall be **Earth STEPS LLC**.

ARTICLE 2

ADDRESS

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

Principal Office Address:

1566 Village Square Blvd.
Suite 2-E
Tallahassee, FL 32309

Mailing Address:

1566 Village Square Blvd.
Suite 2-E
Tallahassee, FL 32309

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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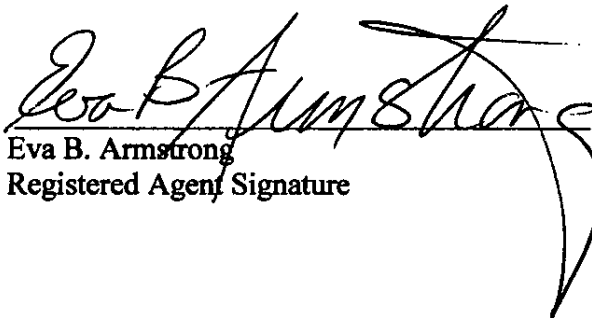
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ARTICLE 3

REGISTERED AGENT, REGISTERED OFFICE, & SIGNATURE

The name of the Registered Agent is Eva B. Armstrong. The Florida street address for the Registered Agent is: 1566 Village Square Boulevard, Suite 2-E, Tallahassee, FL 32309.

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..


Eva B. Armstrong
Registered Agent Signature

ARTICLE 4

PERIOD OF DURATION

The period of duration of the Company shall be from the date of filing of its Articles of Organization until the first to occur of the following:

- (i) Dissolution of the Company pursuant to the Florida Limited Liability Act; or,
- (ii) By the mutual written agreement of all of the Members.

ARTICLE 5

INTERESTS OF MEMBERS

5.1 Interests. The interests of the respective Members in the Company and its items of income, gain, profits, losses, deduction, and credits and their respective contributions to the capital of the Company shall be as follows:

<u>NAME</u>	<u>PERCENTAGE OF OWNERSHIP INTEREST</u>	<u>AMOUNT OF CONTRIBUTION</u>
Eva B. Armstrong	33.34%	\$100.00
Lonnie Draper	33.33%	\$100.00
Nancy Black Stewart	33.33%	\$100.00

Regardless of changes in any Member's capital accounts, a Member's percentage of ownership

interest shall hereafter change with: (i) the mutual written consent of all the Members; (ii) the effective sale or transfer by a Member, in accordance with this Agreement, of part or all of such Member's membership interest in the Company; (iii) the admission of an additional member in accordance with this Agreement; or, (iv) disproportionate contribution(s) to the capital of the Company by a Member subsequent hereto. For any of the afore-referenced events to cause a change in the Members' respective percentages of ownership interest, the specific amount of such change(s), and the new percentages of ownership interest must first be agreed to in writing by all the Members.

5.2 Minimum Interests. Notwithstanding the allocations contained in Section 5.1, it is the intent of this Agreement that in no event shall the Members, taken together, have interest in each material item of Company's income, gain, loss, deduction, or credit which do not equal at least one percent (1%) of each such item at all times during the existence of the Company.

ARTICLE 6

MANAGEMENT OF THE LIMITED LIABILITY COMPANY

6.1 Management. The overall management and control of the business and affairs of the Company shall be vested in its Members. The Company shall have no less than one (1) nor more than three (3) managing Members ("Managers"). Managers shall be elected annually by the Members holding a majority of the outstanding percentage ownership interest in the Company, as set forth in Section 5.1 hereof, at a meeting of the Members called for such purpose. The Managers may, on behalf of the Company, contract with third parties (including parties who are also Members) for the performance of any management, legal, accounting, or other professional services. The initial Manager is Eva B. Armstrong and her address is: 1566 Village Square Blvd., Suite 2-E, Tallahassee, Florida 32309. The Manager shall have

the power to contract, borrow money, mortgage property for, and perform any and all other duties of management for the Company.

6.2 Compensation of Members and Managers. The Company may pay a management fee, and (or) may enter into such other agreements to compensate any Member or Manager for management and other services rendered for or on behalf of the Company as the Members may approve by a majority vote of the outstanding percentage ownership interest in the Company. Compensation paid pursuant to this Section 6.2 shall be treated as an expense of the Company, and shall be taken into account in determining the Company's cash flow under Article 8 hereof.

ARTICLE 7

CAPITAL ACCOUNTS

The Company shall establish and maintain on behalf of each Member two (2) separate capital accounts. One such account shall be maintained in accordance with Section 608.402 (6), Florida Statutes [which defines "Capital Account"], for purposes of assuring compliance with all applicable provisions of Chapter 608, Florida Statutes (the Florida Limited Liability Company Act). The other shall be maintained in accordance with generally accepted accounting principals, unless otherwise required for federal income tax purposes.

ARTICLE 8

DISTRIBUTIONS

8.1 Distribution of Cash Flow. The cash flow of the Company shall be the net profits and losses of the Company as defined in Section 8.2 hereof, plus depreciation and other non-cash charges deducted in determining such net profits and losses, minus principal payments on all

loans and mortgages, and any other cash expenditures which have not been deducted (if any) in determining the net profits and losses of the Company, and minus any amount reasonably required to maintain sufficient working capital (including a reasonable reserve for replacements and repairs).

The cash flow of the Company shall be distributed to the Members in proportion to their respective percentage ownership interests as set forth in Section 5.1 hereof. Cash flow shall be determined and distributed on a quarterly basis, unless otherwise agreed in writing by Members owning a majority of the ownership interests.

8.2 Definition of Net Profits and Losses. The term "net profits and losses" shall mean the net profits and net losses of the Company as determined for federal income tax purposes by the independent certified public accountant servicing the Company's account. The determination of net profits and net losses shall take into account the payment of any management fees to any party, including any Member who provides management services.

ARTICLE 9

MEETINGS

9.1 Annual Meetings. The Members shall meet annually on or about the 5th day of June of each calendar year beginning in 2008, or on such other date as set by the Members, to transact such business as may properly come before the meeting. Such meetings shall be held at the time and place specified in the notice of the meeting. Written electronic notice of the annual meeting shall be given by a Member designated to give such notice to all of the Members at least five (5) days in advance. Any Member may waive notice of any meeting and consent to all actions taken thereat, by executing a written electronic waiver and consent.

9.2 Special Meetings. Special meetings of the Members may be called at any time by

any Member(s) holding not less than ten percent (10%) of the outstanding percentage ownership interest in the Company. Such meetings shall be held at the time and place specified in the notice of the special meeting. The person(s) calling the meeting shall be responsible for giving written electronic notice of the special meeting to all of the Members at least five (5) days in advance. Any Member may waive notice of any meeting and consent to all actions taken thereat, by executing a written electronic waiver and consent.

ARTICLE 10

TRANSFERABILITY OF INTERESTS; NEW MEMBERS

10.1 Transferability. No Member may voluntarily or involuntarily sell, transfer, pledge, or hypothecate in any manner all or any part of his, her, or its ownership interest in the Company unless (i) all of the other Members of the Company (other than the Member proposing to sell, transfer, or dispose of his, her, or its ownership interest) approve in writing in advance of such proposed transfer or assignment of any Member's interest in the Company by written consent, or, (ii) such transfer is to the transferor Member's spouse (other than in divorce), child, or parent. After written approval has been given by all Members for the admission of a new Member or after a transfer to the transferor's spouse (other than in divorce), child, or parent, such new Member or spouse, child, or parent of transferor shall immediately execute and become a party to this Agreement. In the event of a transfer without such consent and execution, a transferee of such membership interest shall have no right to participate in the management of the business and affairs of the Company or to become a substitute Member. The transferee shall be entitled to receive only such distribution(s) and such allocations of profits, losses, deductions, or credits, as the transferor Member otherwise would be entitled.

10.1 New Members. New Members may be added only by the written consent of all Members, all such Members being fully informed of the terms and conditions of the acceptance of the new Member. Acceptance of a new Member will not be effective until such new Member consents to be bound by and executes a copy of the Agreement.

ARTICLE 11

SUCCESSOR IN INTEREST

In the event of a transfer to a successor in interest by death of a Member, such successor in interest will be entitled to full Membership status upon agreeing to be bound by and executing a copy of the Agreement.

In the event of a transfer to a successor in interest by either divorce or bankruptcy, such successor in interest shall hold such interest subject to the terms and conditions contained herein and specifically subject to the consent requirement in Article 10.1 hereof.

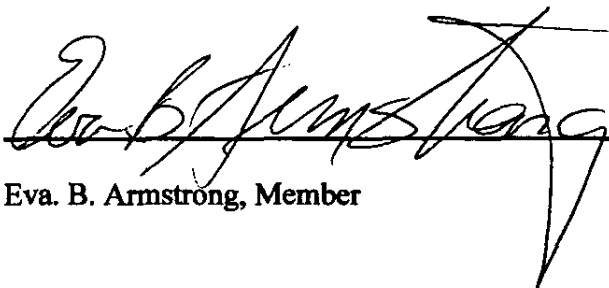
ARTICLE 12

CONTINUATION OF BUSINESS

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or upon the occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall be continued and the Company shall not be dissolved without the prior written consent of all remaining Members of the Company.

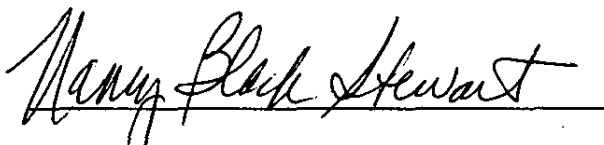
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written, and the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

MEMBERS OF Earth STEPS LLC:

A handwritten signature in cursive script, appearing to read "Eva B. Armstrong", written over a horizontal line.

Eva. B. Armstrong, Member

Lonnie Draper, Member

A handwritten signature in cursive script, appearing to read "Nancy Black Stewart", written over a horizontal line.

Nancy Black Stewart, Member