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FLORIDA/FOREIGN LIMITED LIABILITY CO.**IconImaging, LLC**

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ARTICLES OF ORGANIZATION
OF
ICONIMAGING, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
AS OF JULY 25, 2007

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TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
OF
ICONIMAGING, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I
NAME**

The name of this limited liability company is ICONIMAGING, LLC, referred to in these Articles of Organization as the "Company."

**ARTICLE II
REGISTERED OFFICE AND AGENT**

The registered office of the Company is One Unity Square, 401 S.W. 27th Avenue, Miami, Florida, 33135. The Company's registered agent is FMR Corp., whose office is located at One Unity Square, 401 S.W. 27th Avenue, Miami, Florida 33135.

**ARTICLE III
PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the Company is 7101 S.W. 99th Avenue, Miami, Florida, 33173.

**ARTICLE IV
MAILING ADDRESS**

The mailing address of the Company is 7101 S.W. 99th Avenue, Miami, Florida, 33173.

**ARTICLE V
DURATION**

Unless dissolved earlier, the Company will dissolve automatically on June 30, 2057. Except for prior amendment to this Article V, no act by the Company or its members can avoid that dissolution.

**ARTICLE VI
ORGANIZER**

The organizer of the Company is FMR Corp., a Florida corporation in good standing.

**ARTICLE VII
PURPOSE AND POWERS**

This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose.

**ARTICLE VIII
MANAGEMENT BY MANAGERS**

The Company will be managed by managers, as further provided in the Company's operating agreement. Except as authorized by the managers, no member is an agent of the Company or has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

**ARTICLE IX
MANAGEMENT BY MANAGER**

Section 9.01 Designation of Manager

(a) **Single Manager.** The Company will be managed by a manager, Juan F. Puig, who will serve until either removal by the members or resignation.

(b) **Removal.** The members may remove the manager, without having to possess, state, or prove cause, by

(i) a vote of members holding fifty-one (51%) percent of the voting power of all membership interests, excluding any voting power held by the manager whose removal is sought. The vote must be taken at a properly scheduled meeting of the members, and a manager whose removal is sought may not vote, or

(ii) written consent of members holding fifty-one (51%) percent of the voting power of all membership interests, excluding any voting power held by the manager whose removal is sought.

The removal of a manager without stating or proving cause does not bar a later claim that the manager engaged in misconduct while a manager.

(c) **Resignation.** The manager resigns by providing written notice to all members, using the means of notice stated in the Company's operating agreement for giving notice to members. If the operating agreement does not specify a means of giving notice, the manager must give notice by a means sufficient under by certified or registered mail to all members. The resignation takes effect five (5) days after the date the manager gives notice to all members, or at a later date stated in the notice of resignation.

(d) **Interim Management.** Once the resignation of the manager is effective or the members remove the manager, the Company will be managed by an interim manager chosen with the unanimous consent of the members other than the membership units owned by the manager whose removal is sought, until the members choose a replacement manager as provided in Section 9.01(e).

(e) **Replacement Manager.** The members will elect a replacement manager at a properly scheduled meeting of the members. The vote of members holding fifty-one (51%) percent of the voting power of all membership interests is necessary to elect a replacement manager. In the case of the removal of a manager under Section 9.01(b)(i), the same meeting that votes removal may also elect a replacement manager.

Section 9.02 Authority of the Manager

(a) **Manager's Operational Authority.** Except as stated in Section 9.02(b), the manager has sole authority to manage the Company and is authorized to make any contracts, enter into any transactions, and make and obtain any commitments on behalf of the Company to conduct or further the Company's business. This provision does not alter or waive any duty that the manager may have to the Company concerning the manager's exercise of management authority.

(b) **Matters Reserved to the Members.** The manager has no authority to take any of the following actions, unless first authorized by members holding fifty-one (51%) percent of the voting power of the membership interests, with the authorization given either by vote at a properly called meeting of the members or by written consent:

(i) Sell, transfer, or otherwise dispose of significant or all or substantially all of the Company's assets; or

(ii) Merge the Company into or with another limited liability company.

Section 9.03 Nonliability of Manager for Acts or Omissions in Official Capacity

The manager is released from liability for damages and other monetary relief to the full extent permitted by Chapter 608, Florida Statutes. This release does protect a manager who is also a member from being required by a court to purchase the membership interest of a member who successfully contends that the manager-member has committed actionable oppressive acts. No amendment or repeal of this section affects any liability or alleged liability of the Manager for any acts, omissions, or conduct that occurred prior to the amendment or repeal.

Section 9.04 No Authority of Members

Except as authorized by the managers, no member is an agent of the Company or has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

**ARTICLE X
IDENTIFICATION OF MANAGER**

The name and address of the manager of the Company is:

JUAN F. PUIG
7101 S.W. 88th Avenue
Suite 106
Miami, Florida 33173

**ARTICLE XI
CONTRIBUTIONS**

Section 11.01 Contributions Made

The members in the aggregate have contributed to the Company U.S.\$2,000.00 in cash.

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Section 11.02 Contributions Promised

Members have promised to make the following additional contributions: None

**ARTICLE XII
ADMISSION OF NEW MEMBERS**

The Company may admit new members as provided in the Company's operating agreement.

**ARTICLE XIII
DISSOLUTION**

Section 13.01 Dissolution Upon the Occurrence of Specified Events

The occurrence of any of the following events or conditions will cause the Company to dissolve automatically: None

Section 13.02 Dissolution and Dissolution Avoidance Following the Dissociation of a Member

(a) **Dissociation Defined.** "Dissociation of a member" or "dissociation" occurs when the Company has notice or knowledge of an event that has terminated a member's continued membership in the Company.

(b) **Means of Avoiding Dissolution Following Member Dissociation.**

(i) To avoid dissolution under this Section 13.02(b), the Company must have at least two remaining members. If a dissociation leaves the Company with only one remaining member, that member may admit an additional member.

(ii) In addition to any means for avoiding dissolution provided by statute, dissolution is avoided upon the dissociation of a member if, within twenty-five (25) days of the dissociation, consent to avoid dissolution is obtained from fifty-one (51%) percent of the remaining members. The consent may be by vote, at a properly called member meeting, or in writing.

**ARTICLE XIV
RELATIONSHIP OF ARTICLES OF ORGANIZATION
TO OPERATING AGREEMENT**

If a provision of these Articles of Organization differs from a provision of the Company's Operating Agreement, then, to the extent allowed by law, the Operating Agreement will govern.

Executed this 25th day of July, 2007.

ICONIMAGING, LLC

By: FMR Corp.

By:

HECTOR FORMOSO-MURIAS
President
Organizer

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