

LD70000071497

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

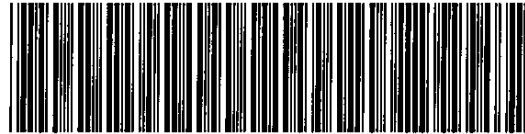
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

LS

Office Use Only



500106546845

07/26/07--01016--003 **155.00

2007 JUL 26 PM 3:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

**Law Offices of
H. Charles Woerner, Jr., P.A.
Attorney & Counselor At Law**

Telephone (386) 767-9811
Facsimile (386) 788-0748

2001 South Ridgewood Avenue
South Daytona, Florida 32119

July 25, 2007

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle West
Tallahassee, FL 32301

RE: DAVID KELLEY MARBLE AND TILE, L.L.C.

Dear Sir or Madam:

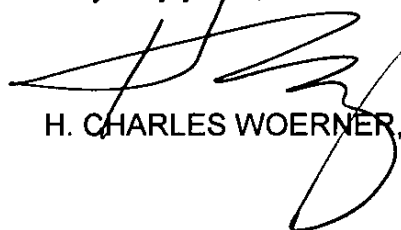
Enclosed please find an original and one copy of the Articles of Organization of DAVID KELLEY MARBLE AND TILE, L.L.C. to be registered as a Florida limited liability company. Please return to this office a certified copy of the Articles.

Also enclosed is our check in the amount of \$155.00 to cover the following fees:

Filing Fee	\$100.00
Registered Agent Fee	25.00
Certified Fee	<u>30.00</u>
 TOTAL	 \$155.00

Thank you for your cooperation and prompt attention to this matter.

Very truly yours,


H. CHARLES WOERNER, JR.

HCWjr/dz
Enclosures

ARTICLES OF ORGANIZATION OF
DAVID KELLEY MARBLE AND TILE, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I
NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be DAVID KELLEY MARBLE AND TILE, L.L.C., and its principal office shall be located at 840 Arroyo Parkway, in the City of Ormond Beach, County of Volusia, State of Florida, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate. The mailing address of the limited liability company shall be 840 Arroyo Parkway, Ormond Beach, Florida 32174.

ARTICLE II
PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. To engage in any activity or business authorized under the Florida Statutes for limited liability companies.

2. In general, to carry on the business of buying, selling, removing, and installing any and all types of marble, tile and other like materials; including any and all

FILED
2007 JUL 26 PM 3:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

7. To aid, assist or participate in any lawful enterprise or business it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

8. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under the laws of the State of Florida, lawfully carry on, exercise, or do.

ARTICLE III EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the members of this limited liability company. This Article may be

amended from time to time in an operating agreement of the limited liability company adopted by the vote of the members having a majority interest in the limited liability company.

ARTICLE IV MANAGEMENT

Management of this limited liability company is reserved to its members, whose names and addresses are as follows:

DAVID KELLEY
840 Arroyo Parkway
Ormond Beach, FL 32174

ARTICLE V MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by the written consent of a majority of its existing members. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except with the written consent of the members having a majority in interest in the limited liability company.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members.

ARTICLE VI
CAPITAL CONTRIBUTIONS

An initial capital contribution in the amount of \$500.00 cash shall be paid to the limited liability company by the members in the percentage of their interest. Additional contributions may be made as required for investment purposes with the consent of a majority in interest of the members.

ARTICLE VII
PROFITS AND LOSSES

(a) Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to a distribution of the profits to which he or she is entitled in the percentage of his or her membership interest with payment dates not less than annually.

(b) Losses. All losses that occur in the operation of the limited liability company business shall be paid only out of the capital of the limited liability company and the profits of the business.

ARTICLE VIII
TAXATION

(a) Income Tax Reporting. The member is aware of the income tax consequences of the allocations made by Article VII and agrees to be bound by the provisions of Article VII in reporting the member's share of the company income and loss for federal and state income tax purposes.

(b) Disregarded as an Entity. Notwithstanding anything contained in these Articles of Organization to the contrary and only for purposes of federal and if

FILED
JUL 26 PM 3:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

applicable, state income tax purposes, the company shall be disregarded as an entity separate from the member for federal and state income tax purposes unless and until the member causes the company to file an election under the Code to be classified as an association taxable as a corporation.

ARTICLE IX DURATION

This limited liability company shall exist for a perpetual period of time unless dissolved in the manner provided by law, or as provided in an operating agreement adopted by the members.

ARTICLE X LIMITATION OF LIABILITY; INDEMNIFICATION

(a) Limited 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 the member shall not be obligated personally for any debt, obligation, or liability of the company solely by reason of being a member. 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 these Articles of Organization or the Act shall not be grounds for imposing personal liability on the member for any debts, liabilities, or obligations of the company. Except as otherwise expressly required by law, the member, in the member's capacity as such, shall have no liability in excess of (a) the amount of the member's net capital contributions, (b) the member's share of any assets and undistributed profits of the company, and (c) the amount of any distributions required to be returned under F.S. 608.428.

(b) 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 member and each of the member's agents, affiliates, heirs, legal representatives, successors, and assigns (each 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 attorneys' 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 the Indemnified Party. The company shall not pay for any insurance covering liability of the member or the member's agents, affiliates, heirs, legal representatives, successors, and assigns for actions or omissions for which indemnification is not permitted under these Articles of Organization; provided, however, that nothing contained in this Agreement shall preclude the company from purchasing and paying for these types of insurance, including extended coverage liability and casualty and workers' 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 member and any of the member's agents, affiliates, heirs, legal representatives, successors, or assigns or any Indemnified Party as additional insured parties under the agreement.

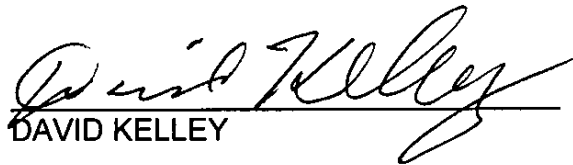
1. The name of the limited liability company is:

DAVID KELLEY MARBLE AND TILE, L.L.C.

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

DAVID KELLEY
840 Arroyo Parkway
Ormond Beach, FL 32174

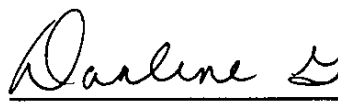
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all 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.


DAVID KELLEY

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared DAVID KELLEY, known to me to be the person described in, or who produced a Florida driver's license as identification, and who executed the foregoing Articles of Organization and acknowledged before me that he executed the same, and an oath was taken.

25th WITNESS my hand and official seal in the County and State last aforesaid this day of July, 2007.


Notary Public
State of Florida at Large
My Commission Expires:



Darlene G. Zitnik
Commission # DD382346
Expires January 14, 2009
Bonded Troy Felt - Insurance, Inc. 800-365-7019

FILED
2007 JUL 26 PM 3:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA