

**LD8000036862**

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H08000094424 3)))



H080000944243ABC+

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations  
Fax Number : (850) 617-6383

From:

Account Name : O'HAIRE, QUINN, CANDLER, & CASALINE CHARTERED  
Account Number : 073077002560  
Phone : (772) 231-6900  
Fax Number : (772) 231-9729

08 APR 11 AM 8:32  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

FILED

**FLORIDA/FOREIGN LIMITED LIABILITY CO.**

**Ribbonesque, LLC**

Certificate of Status	1
Certified Copy	1
Page Count	04
Estimated Charge	\$160.00

RECEIVED

08 APR 11 PM 4:18

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

FILED  
08 APR 11 AM 8:32  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA  
H08000094424

**ARTICLES OF ORGANIZATION**

**OF**

**RIBBONESQUE, LLC**

Pursuant to the Florida Limited Liability Company Act the undersigned, acting as organizer of a limited liability company, hereby adopts the following Articles of Organization for such Company.

**Article I**

**Name**

The name of the limited liability company is Ribbonesque, LLC.

**Article II**

**Company Existence**

The Company's existence shall be perpetual and shall be effective upon the filing of these Articles of Organization with the Florida Department of State.

**Article III**

**Units of Equity Ownership**

**Section A. Authorized Units of Equity Ownership.** The maximum number of units of equity ownership units Ribbonesque, LLC is authorized to have outstanding is 1,000 units, all of which shall be identical units.

**Section B. Restrictions on Disposition of Units.** No Member of this Company shall sell, transfer, convey, pledge, give, distribute or encumber any unit or units in the Company without first giving notice in writing to the Company of such intended disposition and without first securing the written approval of Members of the Company owning 100% of the then-issued and outstanding Membership Units of the Company. However, nothing contained herein shall prevent distribution by operation of law, of such unit or units, provided that in such case a transferee shall be bound by the provisions contained in this Section the same as an original Member.

**Article IV**

**Registered Agent and Office**

The address of the initial Registered Office of the Company is 140 Island Creek Drive, Vero Beach, Florida 32963, and the name of its initial Registered Agent at such address is Sarah S. Horton.

Richard B. Candler, Esq.  
Florida Bar No. 0510040  
3111 Cardinal Drive  
Vero Beach, FL 32963

**Article V**  
**Principal Office**

The mailing address and street address of the principal office of the Company is 140 Island Creek Drive, Vero Beach, Florida 32963.

**Article VI**  
**Organizers**

The names and addresses of the organizers are:

Sarah S. Horton	Kathleen S. Poole
140 Island Creek Drive	306 Indian Harbor Road
Vero Beach, Florida 32963	Vero Beach, FL 32963

**Article VII**  
**Purpose and Power**

The Company shall be formed for any lawful purposes and shall have unlimited power to engage in and to do any lawful act concerning any and all lawful businesses for which companies may be organized under the Florida Limited Liability Company Act. In connection with the above-mentioned purposes, the Company shall have the power to invest its funds in real property and securities, to acquire, own, and dispose of real and personal property, and to do all other acts incidental and necessary to the accomplishment of the foregoing purposes, to the extent permitted under the Florida Limited Liability Company Act.

**Article VIII**  
**Management**

The Company is to be managed by a Member-Manager or Member-Managers. The Member-Manager(s) of the Company shall be named pursuant to the Operating Agreement of the Company. The initial Member-Managers of the Company, who shall serve as such until their successors are elected and shall qualify, are:

<u>Office</u>	<u>Name and Address</u>
Member-Manager	Sarah S. Horton 140 Island Creek Drive Vero Beach, Florida 32963
Member-Manager	Kathleen S. Poole 306 Indian Harbor Road Vero Beach, Florida 32963

**Article IX**  
**Indemnification**

The Company shall indemnify any Member and/or Member-Manager who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding,

H08000094424 3

whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that such Member and/or Member-Manager is or was a Member, Officer or employee of the Company, or is or was serving at the request of the Company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by such Member and/or Member-Manager in connection with such action, suit or proceeding. The Company shall not indemnify any Member and/or Member-Manager in the event of (i) a breach of such Member and/or Member-Manager's duty of loyalty to the Company or its Members, (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, (iii) a transaction from which such Member and/or Member-Manager derived an improper personal benefit, (iv) acts or omissions for which indemnification is prohibited under the Florida Limited Liability Company Act.

The indemnification provided in this Article shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any agreement, vote of Members, or disinterested Officers or otherwise, both as to action in the official capacity of such person and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an Officer or a Member and shall inure to the benefit of the heirs, executors, and administrators of such person.

#### **Article X** **Copies**

Copies of the Operating Agreement of Ribbonesque, LLC may be obtained from Sarah S. Horton via a written request mailed to 140 Island Creek Drive, Vero Beach, Florida 32963.

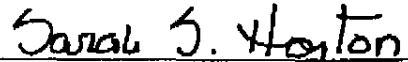
#### **Article XI** **Amendment of Articles of Organization**

The Company reserves the right to amend, alter, change, or repeal any provisions contained in these Articles Of Organization in the manner now or hereafter prescribed by statute and all rights conferred upon Members herein are granted subject to this reservation.

(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.)

Signatures of Members or authorized representative of Member.

Dated April 10, 2008.



Sarah S. Horton  
Organizer



Kathleen S. Poole  
Organizer

H08000094424 3

Having been appointed the registered agent of Ribbonesque, LLC, I hereby accept the duties and responsibilities of this position.

Sarah S. Horton

Sarah S. Horton  
Registered Agent

State of Florida )  
 ) ss.  
County of Indian River )

The foregoing instrument was acknowledged before me this April 11, 2008 by Sarah S. Horton, who is personally known to me or who has produced Ala. Driver Lic. as identification.



**June Humphrey**  
Commission # DD618804  
Expires December 20, 2010  
©2008 The Notary Public, Inc. 800-385-7010

June Humphrey

Notary Public in and for  
said State  
Serial number: DD618804

**FILED**  
08 APR 11 AM 8:32  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

H08000094424 3