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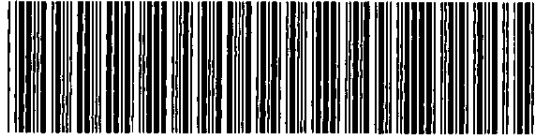
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

DEC 16 2008

EXAMINER

GEORGE C. KELLEY, P.A.
ATTORNEY AT LAW

TELEPHONE: (407) 886-2130
FAX: (407) 886-0762
EMAIL: gckelleylaw@earthlink.net
gckelleylaw@combarqmail.com

368 EAST MAIN STREET · P.O. BOX 1132
APOPKA, FLORIDA 32704-1132

December 8, 2008

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

EB774888525US

RE: SWARTZ & HUTCHING, L.L.C.

Dear Sir:

Please find enclosed original and one copy of Articles of Organization for the above-named limited liability company. Our check in the amount of \$130.00 is enclosed to cover the following fees:

\$125.00 Filing fees for Articles of Organization and Designation of Registered
Agent
\$ 5.00 Certificate of Status

Thank you for your prompt attention to this matter.

Very truly yours,



GEORGE C. KELLEY, III, ESQ.

GCK:lln
Enclosures

ARTICLES OF ORGANIZATION OF
SWARTZ & HUTCHING, L.L.C.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned hereby certifies that we have associated ourselves for the purpose of becoming a limited liability company under 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 be the Charter and authority for the conduct of such limited liability company.

ARTICLE I

NAME

The name of the limited liability company shall be SWARTZ & HUTCHING, L.L.C., and its principal place of business shall be 2553 Valerie Avenue, Apopka, FL 32712, but it shall have the power and authority to establish branch offices at such place or places as may be designated by the member(s). The mailing address shall be P.O. Box 962, Apopka, FL 32704-0962.

ARTICLE II

PURPOSES AND POWERS

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

1. To engage in any activity of business authorized under Florida Statutes.
2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things herein set forth to the same extent as a natural person might or could do.
3. To purchase or otherwise acquire, undertake, carry on, improve, or develop all of any of the business, good will, rights, assets, and liabilities of any

person, firm, association, or corporation; carry on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of the Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department thereof, and to perform and carry out, assign, cancel, or rescind any of such contracts.
5. To exercise all of any of the limited liability company powers, and to carry out all for any of the purposes, enumerated herein otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in such capacity or under such arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest thereof, and to aid, assist, or participate in any lawful enterprises in connection therewith or incidental to such agency, representation, or service, and to render any other service or assistance insofar as it lawfully may under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.
6. 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 herein set forth, 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.
7. The several clauses contained in this statement of the general nature of the businesses to be transacted shall be constructed 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.

8. Nothing herein contained 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.
9. If either of the two partners should want out of the partnership prior to the dissolution of the L.L.C., the partnership will obtain an appraisal of said properties owned by the L.L.C., the other partner shall buy him out at the appraised price providing both partners are in agreement. Should the other partner decide he is not interested in a buyout, then the L.L.C. shall be dissolved and all properties sold for the best marketable offer, with the remaining partner having a first right of refusal, and the proceeds shall be equally distributed to both partners.
10. An annual meeting of both partners shall be required where review of the past year performance and the outlook for the coming year shall be discussed and a decision to proceed for another year shall be made.

ARTICLE III

CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$1,000.00 shall be paid to the limited liability company by the member(s). Additional contributions will be made as required for investment purposes, as determined by the member(s).

ARTICLE IV

PROFITS AND LOSSES

- (A) Sharing of Profits. The member(s) 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. The distributive share of the profits shall be determined and paid to the member(s) each quarter based on the calendar year (April 1st, July 1st, October 1st and January 1st).
- (B) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if such sources are insufficient to cover such losses, by the member(s).

ARTICLE V

LIMITED LIABILITY COMPANY 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 member(s) of this limited liability company. This article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the member(s) of the limited liability company.

ARTICLE VI

DURATION

This limited liability company shall exist until dissolved in a manner provided by law, or as provided in the regulations adopted by the member(s).

ARTICLE VII

PRINCIPAL PLACE OF BUSINESS

The principal office of this limited liability company shall be located at 2553 Valerie Avenue, Apopka, FL 32712 and the mailing address is P.O. Box 962, Apopka, FL 32703-0962.

ARTICLE VIII

MANAGEMENT

Management of this limited liability company is reserved to its member(s), whose name(s) and address(es) are as follows:

Jerome Hutching, Managing Partner, 2264 Lake Francis Drive, Apopka, FL 32712

Thompson P. Swartz, 1913 Wingfield Drive, Longwood, FL 32779

ARTICLE IX

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 2553 Valerie Avenue, Apopka, Orange County, FL 32712, and the name of its initial registered agent at such address is Jerome Hutching.

ARTICLE X

RESTRICTIONS ON MEMBERSHIP

Member(s) shall not have the right to admit new members.

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

Upon 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 member(s) shall have the right to continue the business upon unanimous consent of such remaining member(s).

ARTICLE XI

DEATH OF A PARTNER OR PARTNERS


- A. In the event of a death of a partner, the remaining partner shall, in a timely manner, obtain an appraisal of the properties owned by the L.L.C. so that the decedent's share can be paid to the heirs or estate of the deceased partner. It is recognized that sufficient time shall be allowed in order to obtain financing for such a buyout by the remaining partner. Sufficient time shall be understood to be up to one year from the date of death of a partner. If at the end of the one (1) year period from the date of death, the remaining partner has elected not to buy out the deceased partner's share, and the deceased's heirs have not requested a sale at that time, then this option shall extend for up to an additional four (4) year period. If at the end of this option, the remaining partner still has not elected to buy out the deceased partner's share, then the property shall be listed for sale at the appraised value (or such other price as all partners agree upon) and when sold, the net proceeds, after all expenses are deducted, shall be divided two (2) ways and distributed to the estate of the deceased partner and to the remaining partner.
- B. In the event that both partners by some unfortunate action become deceased at the same time, it is understood that the L.L.C. had unanimously decided prior to the death of all partners, that the Law Office of George C. Kelley, P.A., 368 E. Main Street, Apopka, FL 32703, shall preside over the dissolution of the L.L.C., will sell the properties owned by the L.L.C. at the most favorable terms for the L.L.C. and distribute equally among the heirs or estates of both partners the proceeds from such sale(s). All fees and costs required in the disposal of properties shall be deducted from the proceeds of sales of such properties, and all legal costs and fees charged by the office of George C. Kelley, P.A. shall be in accordance to the standard fees charged for such actions by members of his industry.

- C. It should be noted that by unanimous consent of both partners, it is strictly understood that the only claim that the heirs, estate, etc. of any one of the decedent partners' shall have on Swartz & Hutching, L.L.C., its operating entities and/or subsidiaries, is strictly limited to the financial arrangements stipulated in Article XI, Sections A and B and that under no circumstances does the decedent's heirs or estates in any way whatsoever, have a right to be included in the operation or dissolution of the L.L.C., nor will they have any other interest, financial or otherwise, other than the financial arrangement previously stipulated in Article XI, sections A and B of this document.
- D. It should be noted that the real estate owned by the partners may be listed under various names and it expressly includes property listed by the following addresses:

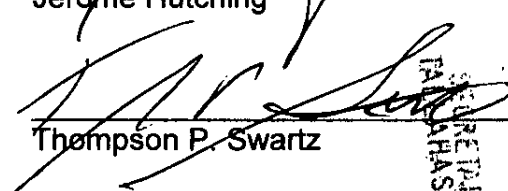
2511 Valerie Avenue, 2514 Valerie Avenue, 2552 Valerie Avenue,
2553 Valerie Avenue; all of the above are located in Apopka, Florida.

The undersigned, being the original member(s) of the limited liability company, hereby certifies that the foregoing constitutes the proposed Articles of Organization of SWARTZ & HUTCHING, L.L.C.

Executed by the undersigned on December 8, 2008.



Jerome Hutching



Thompson P. Swartz

2008 DEC 15 AM 11:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of December, 2008, by JEROME HUTCHING, a partner in SWARTZ & HUTCHING, L.L.C., a limited liability company. He is ___ personally known to me OR ✓ has produced a Florida Driver's License as identification.

Linda Noppinger
Notary Public



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of December, 2008, by THOMPSON P. SWARTZ, a partner in SWARTZ & HUTCHING, L.L.C., a limited liability company. He is ___ personally known to me OR ✓ has produced a Florida Driver's License as identification.

Linda Noppinger
Notary Public



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STATEMENT DESIGNATING REGISTERED AGENT AND OFFICE

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA


COUNTY OF ORANGE

Pursuant to the provisions of Sections 608.415 and 608.407(1)(c) of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida.

The name of the registered agent for SWARTZ & HUTCHING, L.L.C. is Jerome Hutching, 2264 Lake Francis Drive, Apopka, FL 32712. The address of the company's principal office where the agent is located is 2553 Valerie Avenue, Apopka, FL 32712.

This statement is to acknowledge that, as indicated above, SWARTZ & HUTCHING, L.L.C., has appointed me, JEROME HUTCHING, as its registered agent to accept service of process for the company at the place designated above in this certificate. I accept this 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.

Dated: December 8, 2008.


JEROME HUTCHING

The foregoing instrument was acknowledged before me this 8th day of December, 2008, by JEROME HUTCHING, agent on behalf of SWARTZ & HUTCHING, L.L.C., a limited liability company. He is personally known to me OR ☒ has produced a Florida Driver's License as identification.


Notary Public

