

From: PHOENIX LAW PARTNERS

Division of Corporations

L090000799184

Florida Department of State  
Division of Corporations  
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Account Number : I20030000088  
Phone : (239) 461-0024  
Fax Number : (239) 461-0083

**L. SELLERS**  
**AUG 20 2009**  
**EXAMINER**

**FLORIDA/FOREIGN LIMITED LIABILITY CO.**

**Quest Alloy LLC**

Certificate of Status	1
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August 13, 2009

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

PHOENIX LAW P.A.

SUBJECT: ALLOYS LLC  
REF: W09000036612

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Section 608.406, Florida Statutes, was amended effective July 1, 2007, to require the name of a limited liability company to be distinguishable from the names of all other filings filed with the Division of Corporations, except for fictitious name registrations and general partnership registrations.

Please select a new name and make the correction in all the appropriate places. One or more words may be added to make the name distinguishable from the one presently on file. Adding of Florida or Florida to the end of the name is not acceptable. A search for name availability can be made on the Internet through the Division's records at [www.sunbiz.org](http://www.sunbiz.org).

Please note the name of a limited liability company must end with the words Limited Liability Company, the abbreviation L.L.C., or the designation LLC. The word Limited may be abbreviated as Ltd. and the word Company may be abbreviated as Co. The following suffixes are no longer acceptable: Limited Company, L.C., and LC.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6984.

Deborah Bruce  
Regulatory Specialist II

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**ARTICLES OF ORGANIZATION  
For a Domestic Limited Liability Company**

*Pursuant to the laws of the State of Florida, to wit Chapter 608, Florida Statutes, the undersigned executes the following articles ("Articles") for purposes of forming a limited liability company ("the Company"):*

**ARTICLE I**

The name of the limited liability company is:

**Quest Alloy LLC**

**ARTICLE II**

The principal office shall be located at

**12800 University Drive, Suite 260  
Fort Myers, FL 33907**

The mailing address is

**12800 University Drive, Suite 260  
Fort Myers, FL 33907**

**ARTICLE III**

The initial registered agent is

Charles PT Phoenix, Esq.

Service of process may be made on the registered agent at

12800 University Drive, Suite 260, in Fort Myers, County of Lee, State of Florida, with the postal zip code being 33907.

**ARTICLE IV**

The Company may engage in any activity permitted by the Florida Limited Liability Company Act, as well as the other laws of the State of Florida, subject always to limitations of all other jurisdictions in which the Company acts.

**ARTICLE V**

The Company shall adopt an operating agreement that conforms to these Articles by unanimous consent of the initial members ("Operating Agreement"). The Operating Agreement shall always be construed to conform to these Articles or, if any paragraph or section of the Operating Agreement cannot be reasonably construed to conform to these Articles, each offensive paragraph and/or section of the Operating Agreement shall be stricken as if it had never been adopted into the Operating Agreement so that the Operating Agreement conforms to these Articles. The Operating Agreement shall otherwise be amendable and/or address matters not specifically precluded by these Articles. This Article controls all contradictory provisions of the other Articles, if any.

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#### ARTICLE VI

The Company shall act under the direction of the managers (each a "Manager"), always pursuant to these Articles and the Operating Agreement.

#### ARTICLE VII

The membership interests in the Company shall be of one class, each membership interest maintaining voting rights proportional to the Member's membership interest. Equity, profits and losses shall be allocated and distributed in accordance with the Operating Agreement.

Except because of the provisions governing the admittance of new Members by unanimous vote, each Member shall have preemptive rights to purchase membership interests in cash pro rata based on the Member's proportional voting rights pursuant to any offering by the Company.

The Operating Agreement will contain mandatory cash call provisions as specified in the Operating Agreement, as amended.

Except as provided in the Operating Agreement on the Operating Agreement's effective date, the membership interests shall be further limited in that all membership interests, including every portion thereof, shall be subject to the Company's and the Members' rights of first refusal as expressed in the Operating Agreement on the Operating Agreement's effective date.

The membership interests are further limited in that all Members must be natural persons and citizens of the United States of America and must consent to an election to be treated as an association taxable as a corporation within the meaning of *Subchapter S of the Internal Revenue Code of 1986, as amended*, ("IRC") by executing all documents necessary to effect the *IRC Subchapter S* election.

The membership interests shall have no other limitations other than those specifically mandated by the *Florida Limited Liability Company Act* or as specified in these Articles or the Operating Agreement.

#### ARTICLE VIII

In accordance with the distribution rules of the Operating Agreement, the Company shall distribute to the Members, prior to the fifteenth (15<sup>th</sup>) day of the calendar month following the close of each calendar quarter, or as soon thereafter as possible as in accordance with the *Internal Revenue Code of 1986, as amended*, ("IRC"). ("Tax Distribution Date") the amount that the Company will distribute to the Members on the Tax Distribution Dates, and is fifty percent (50%) of the lesser of (i) the Net Cash Flow, as defined infra, if any; or (ii) "Ordinary business income (loss)," as defined by and calculated in accordance with the *IRC* on Department of the Treasury, *Internal Revenue Service Form 1120S, U.S. Income Tax Return for an S Corporation* multiplied by the highest income tax rate set forth in *IRC 1* (but in no event will the Company make a negative distribution as a result) ("Tax Distribution"). The Members may forego or reduce the Tax Distribution for any particular Tax Distribution Date upon a unanimous vote within thirty

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(30) days of the particular Tax Distribution Date for which the Members consider foregoing or reducing a Tax Distribution; but, the Tax Distribution requirements of this Article shall never be waived, estopped or otherwise prevented by any preceding election by the Members to forego or reduce a Tax Distribution.

"Net Cash Flow" means the lesser of (i) the net change of the Company's cash balances during the prior taxable year calculated in accordance with generally accepted accounting principles; and (ii) the Company's cash balances at the end of the year, less reasonable reserves for working capital and projected cash requirements, including projected expenses and contingent liabilities, but not including capital investments and reinvestments that are not necessary to the Company as a going concern, all calculated in accordance with generally accepted accounting principles as limited by the IRC. The balance of Net Cash Flow, if any, may be distributed to each Member in proportion to the Membership Interests at times and in amounts as Members determine in accordance with the Operating Agreement.

Members may, by a majority Vote, compel the Company to make distributions of specified amounts and property, and at specified times.

No withdrawing Member is entitled to receive any distribution or the value of the Member's Membership Interest as a result of withdrawal from the Company prior to the Company's liquidation, except as specifically provided in the Operating Agreement.

No Member is entitled to the return of, or interest on, that Member's capital contributions, except as otherwise provided in the Operating Agreement.

#### ARTICLE IX

The Company shall exist in perpetuity, unless dissolved pursuant to the *Florida Limited Liability Company Act* or as provided in the Operating Agreement.

#### ARTICLE X

All documents evidencing membership interests shall clearly bear legends indicating that the membership interests are issued subject to restrictions on transferability, in reliance upon the existence of exemptions from federal and state securities laws, and with other rights, limitations, preferences and elections as expressed in these Articles.

#### ARTICLE XI

Additional Members may be admitted to the Company upon the unanimous vote of all of the Members of the Company.

#### ARTICLE XII

The Articles may only be amended, superseded or repealed upon the unanimous or unanimous, written, affirmative consent, of all of the Members.

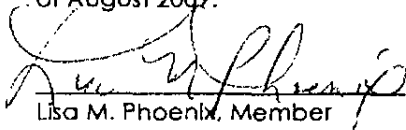
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**ACKNOWLEDGMENT**

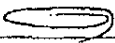
I, an authorized representative of the Company, and without personally assuming or ratifying any prior contracts or promises made on behalf of the Company by any person or entity prior to the Company's formation, if any, execute these Articles this 15 day of August 2009.

  
Lisa M. Phoenix, Member

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ACCEPTANCE OF APPOINTMENT AS RESIDENT AGENT OF  
Quest Alloy LLC

I hereby accept the appointment as resident agent as designated in the attached Articles. I am familiar with and accept the obligations mandated by Chapter 608, Florida Statutes that are associated with the appointment.

  
Charles PT Phoenix, Esq.

State of Florida )

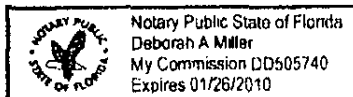
County of Lee )

I hereby certify that before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Charles PT Phoenix, known to me to be the person who executed this Acceptance of Appointment as Resident Agent.

Witness my hand and official seal this 15 day of August 2009.

Notary: 

Deborah A. Miller



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From: PHOENIX LAW PARTNERS

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Quest Alloy LLC  
Membership Listing

The Initial Managers of the Company are:

Lisa M. Phoenix  
Deanna Brown

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