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EXAMINER



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NAME: BROOKSVILLE PRINTING, LLC

XX ARTICLES OF ORGANIZATION

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**ARTICLES OF ORGANIZATION**  
**OF**  
**BROOKSVILLE PRINTING, LLC**

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DIVISION OF CORPORATIONS  
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The undersigned, as Authorized Agent for the initial Member(s), desires to form a limited liability company (the **COMPANY**) under the laws of the State of Florida, including Chapter 608, *Florida Statutes*, the Florida Limited Liability Company Act, as in effect from time-to-time (the **ACT**) and, by execution of these *Articles of Organization* (the **ARTICLES**), does hereby accept all of the rights, privileges, benefits, and obligations conferred and imposed by the said laws, and, further, does hereby adopt these **ARTICLES** as the Charter of the **COMPANY** hereby organized.

**ARTICLE**  
**NAME**

1

1.1 **Designation**. The name of the **COMPANY** shall be **Brooksville Printing, LLC**, and the **COMPANY**'S said name shall be so registered with the Florida Department of State, Division of Corporations (the **DIVISION**).

**ARTICLE II**  
**DURATION**

2

2.1 **Term of Existence**. The existence of the **COMPANY** shall be perpetual, and shall not terminate until the **COMPANY** is dissolved, as either permitted or required by law, if not otherwise provided by an Operating Agreement adopted, as hereinafter provided, for the **COMPANY** (an **OPERATING AGREEMENT**).

**ARTICLE III**  
**PURPOSES AND POWERS**

3

3.1 **Purposes**. The purposes of the **COMPANY** shall be to operate a commercial printing business, and, further, to engage in all lawful businesses and activities permitted to a company organized under the **ACT**, as in effect from time-to-time.

3.2 **Powers**. The **COMPANY** shall have all the powers set forth in the **ACT**, as in effect from time-to-time, together with all other powers permitted by law to limited liability companies, including, but not limited to, the power 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 of the **COMPANY**, and to do every other act and thing incidental thereto or connected therewith, to the fullest extent permitted by law, except as may be limited either by these **ARTICLES**, or by an **OPERATING AGREEMENT** adopted as herein provided.

3.3 **Prohibited Activities.** Notwithstanding any other provision of this Article III, the COMPANY may not operate: a banking, safe deposit, trust, insurance, surety, express, railroad, canal, telephone, telegraph, or cemetery company; a building and loan, mutual fire insurance, or other cooperative association; a fraternal benefit society; or a state fair or exposition.

ARTICLE IV  
MEMBERS, CAPITAL  
CONTRIBUTIONS, AND VOTING RIGHTS

4

4.1 **Initial Member(s) and Contribution(s).** The name(s) and address(es) of the Initial Member(s) of the COMPANY, and their respective membership interest(s), is (are) as follows:

ALVIN CARL BRADY, II  
20101 Hall Drive  
Brooksville, Florida 34601  
One Hundred Percent (100%)

4.2 **Contributions in Kind.** All capital contributions, by any Member(s), other than cash, shall be valued at the fair market value, as of the date of the contribution, of the property so contributed, as determined by the Board of Managers (the **BOARD**).

4.3 **Capital Accounts.** An individual capital account (the **CAPITAL ACCOUNT**) shall be established, maintained, and adjusted for each Member(s) either in the manner provided in an OPERATING AGREEMENT, if adopted, or, if not, in the manner provided in Section 4.3.1, below.

4.3.1 **Calculation of Capital Accounts.** In the absence of such a provision in an OPERATING AGREEMENT, the **CAPITAL ACCOUNT** of each Member shall be the sum of that Member's: initial capital contributions; additional capital contributions; allocations and distributions pursuant to Article V, below; capital withdrawals; and pro-rata share of **CAPITAL ACCOUNT** adjustments made in accordance with generally accepted accounting principles applied uniformly to the **CAPITAL ACCOUNTS** of all Members.

4.3.2 **Membership Interest.** In the absence of a provision otherwise in an OPERATING AGREEMENT, the amount of a Member's **CAPITAL ACCOUNT**, in dollars, shall be the Membership Interest of that Member (the **MEMBERSHIP INTEREST**) for voting purposes.

4.4 **Additional Contributions.** No Member shall have any obligation to make additional capital contributions to the COMPANY, and no Member may make any voluntary additional capital contributions to the COMPANY, except as provided in an OPERATING AGREEMENT. In the absence of such a provision in an OPERATING AGREEMENT, a Member may make an additional capital contribution upon approval thereof by a majority in **MEMBERSHIP INTEREST** of the Member(s).

4.5 **Voting Rights.** Member(s) shall have voting rights based upon such criteria and with regard to such matters as may be provided in an OPERATING AGREEMENT. In the absence of provisions otherwise in an OPERATING AGREEMENT, Member(s) shall have such voting rights, upon such matters, as are hereinafter provided:

4.5.1 **Voting by Proxy.** A Member may give a proxy to any other Member, vesting the grantee the authority to vote the MEMBERSHIP INTEREST of the grantor on any issue that may properly come before the Member(s) for a vote.

4.5.2 **Weighting of Votes.** Each Member shall have a vote weighted in proportion to such Member's CAPITAL ACCOUNTS (MEMBERSHIP INTEREST), as from time-to-time adjusted; provided, however, that each Member shall have at least one (1) vote.

4.5.3 **Matters Subject to Member Vote.** The Member(s) shall be entitled to vote only on the following matters: to Amend these ARTICLES; to elect and/or remove Managers; to admit new Members; to expel Members; and to determine whether to dissolve or continue the existence of the COMPANY, either with or without the prior occurrence of an event that would otherwise either require or permit the dissolution of the COMPANY.

4.6 **Assignment of Membership Interests.** The MEMBERSHIP INTEREST of a Member may be assigned, in whole or in part, to another person only in the manner and upon the conditions provided in an OPERATING AGREEMENT. In the absence of such a provision in an OPERATING AGREEMENT, a MEMBERSHIP INTEREST may not be assigned, except by operation of law; provided, however, that the MEMBERSHIP INTEREST of any Member, at the option of the COMPANY, shall be surrendered to the COMPANY, for the amount of that Member's CAPITAL ACCOUNT, upon the affirmative vote of a majority in interest of the Member(s).

4.7 **Admission and Expulsion of Members.** Additional Members may be admitted to, and existing Member(s) may be expelled from, the COMPANY in the manner, and by such unanimous or less than unanimous vote, as may be provided in an OPERATING AGREEMENT. In the absence of such a provision in an OPERATING AGREEMENT, both the admission of a new Member, and the expulsion of an existing Member, shall require an affirmative vote of a majority in MEMBERSHIP INTEREST, as provided in Section 4.5 above, of the then Member(s), provided, however, that:

4.7.1 **Terms of Admission.** The terms of the admission of, and the amount, and timing, of capital contribution to be paid by, a new Member shall be as set by the Member(s) in the resolution admitting the new Member.

4.7.2 **Terms of Expulsion.** An expelled Member (the EXPELLED MEMBER) shall have no further right to participate in the governance and/or affairs of the COMPANY, and shall be paid the balance of the CAPITAL ACCOUNT of the EXPELLED MEMBER, as adjusted for the period ending with the expulsion, less any sums due the COMPANY from the EXPELLED MEMBER, as soon as is practicable, considering the circumstances of the COMPANY, and without interest.

4.8 **Cumulative Voting Denied.** In the absence of a provision otherwise, in an OPERATING AGREEMENT, no Member shall have the right to cumulate such Member's votes for the election of Managers, but each MEMBERSHIP INTEREST shall be entitled to a vote in the election of each Manager, weighted as provided in Section 4.5, above.

4.9 **Denial of Preemptive Rights.** In the absence of a provision otherwise in an OPERATING AGREEMENT, the Member(s) shall have no prescriptive and/or preemptive rights in any security issued by the COMPANY, as follows:

4.9.1 **No Right of Subscription.** Neither shall any Member be entitled, as a matter of right, to subscribe for, purchase, or receive either any MEMBERSHIP INTERESTS, or any rights or options of the COMPANY that it may issue or sell, nor shall any Member be entitled as a matter of right to subscribe for, purchase, or receive any bonds, debentures, or other securities that the COMPANY may issue or sell, and that are either convertible into or exchangeable for MEMBERSHIP INTERESTS, or to which are attached, or which appertain to, any warrant or warrants or other instrument or instruments that confer upon the holder or owner of such obligation the right to subscribe for, purchase, or receive from the COMPANY any MEMBERSHIP INTEREST (collectively, a SECURITY or the SECURITIES).

4.9.2 **Issuance of SECURITIES.** All such additional issues of any such SECURITY, including, but not limited to, MEMBERSHIP INTERESTS, rights, and options, or of bonds, debentures, or other SECURITIES either convertible into or exchangeable for MEMBERSHIP INTERESTS, or to which warrants, are attached or appertain, or which confer upon the holder the right to subscribe for, purchase, or receive any MEMBERSHIP INTEREST, may be issued and disposed of by the BOARD to such persons, firms, or corporations, as in the absolute discretion of a majority thereof they may deem advisable.

4.9.3 **Waiver of Preemptive Rights.** The acceptance of MEMBERSHIP INTERESTS in the COMPANY shall be a waiver of any preemptive or preferential right that in the absence of this provision might otherwise be asserted by Member(s) of the COMPANY or any of them.

4.10 **Payment Upon Death or Resignation of Member.** In the absence of a provision otherwise in an OPERATING AGREEMENT, upon the death, dissolution, retirement, or resignation (but not the bankruptcy) of a Member (the SEPARATED MEMBER), the SEPARATED MEMBER shall have no right to participate in the governance and/or affairs of the COMPANY, and payment of the CAPITAL ACCOUNT of the SEPARATED MEMBER, as adjusted for the period ending with the death or resignation, less any sums due the COMPANY by the SEPARATED MEMBER shall be made to the SEPARATED MEMBER, or the SEPARATED MEMBER's personal or other legal representative, as soon as is practicable, considering the circumstances of the COMPANY, with interest at the then legal rate, subject, however, to the continuation provisions of Section 12.2.4, below.

## ARTICLE V ALLOCATION OF PROFITS AND LOSSES AMONG, AND DISTRIBUTIONS TO, MEMBERS

5

5.1 **Allocations of Profits and Losses.** Any net loss or net profit of the COMPANY for any year shall be allocated among the Member(s) in accordance with the provision for such allocations in an OPERATING AGREEMENT. In the absence of such a provision in an OPERATING AGREEMENT, profits and losses shall be allocated to the Member(s) in proportion to their respective CAPITAL ACCOUNTS, as from time-to-time adjusted.

5.2 **Distributions.** Distributions shall be made to the Member(s) when and in amounts determined by the BOARD, pursuant to provisions for same in an OPERATING AGREEMENT. In the absence of such a provision in an OPERATING AGREEMENT, distributions shall be made to Member(s) when, and in amounts, determined by the BOARD, in proportion to their respective CAPITAL ACCOUNTS, as from time-to-time adjusted.

## ARTICLE VI INITIAL BUSINESS ADDRESS AND INITIAL REGISTERED OFFICE AND AGENT

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6.1 **Initial Business Address.** The initial street address of the principal place of business of the COMPANY is 712 South Main Street, Brooksville, Florida 34601.

6.2 **Initial Mailing Address.** The initial post office or mailing address of the COMPANY is 712 South Main Street, Brooksville, Florida 34601.

6.3 **Registered Address and Agent.** The street address of the initial registered agent of the COMPANY, is: 101 South Main Street, Brooksville, Florida 34601-3336, and Joseph M. Mason, Jr., is the name of the initial Registered Agent of the COMPANY, at that address.

## ARTICLE VII BOARD OF MANAGERS

7

7.1 **Management.** In the absence of a provision otherwise in an OPERATING AGREEMENT, the COMPANY shall be managed by a Board of Managers (the **BOARD**), and not by its Member(s), and the BOARD shall elect a Presiding Officer (the **CHAIR**) from among its Member(s).

7.2 **Number of Managers.** The COMPANY shall have **one (1)** Manager initially, who shall constitute the BOARD. The number of Managers may be either increased or decreased from time-to-time by action of the BOARD, or otherwise in accordance with provisions for such action in an OPERATING AGREEMENT adopted by the BOARD, if an OPERATING AGREEMENT is so adopted.

7.3 **Initial Manager.** The name and address(es) of the initial Manager(s) of the COMPANY, who shall serve until the successor(s) thereof is (are) elected and qualified pursuant to an OPERATING AGREEMENT, or, in the absence of such a provision in an OPERATING AGREEMENT, until the first annual meeting of the Member(s), is (are):

ALVIN CARL BRADY, II  
20101 Hall Drive  
Brooksville, Florida 34601

7.4 **Qualification.** Unless otherwise provided in an OPERATING AGREEMENT, any natural or artificial person, regardless of whether such person is a Member, may be a Manager of the COMPANY.

7.5 **Election.** At the Annual Meeting of the COMPANY, the Member(s), by majority vote of MEMBERSHIP INTERESTS, shall elect Manager(s) to fill such seats on the BOARD that may then be open, or for which the term of the incumbent thereof is expiring. Unless otherwise provided by an OPERATING AGREEMENT, voting for the election of Manager(s) shall be weighted as provided in Section 4.5, above.

7.6 **Term of Office.** Unless otherwise provided in an OPERATING AGREEMENT, each Manager shall hold office for a term of one (1) year, and may be elected and re-elected to unlimited successive terms as a Manager.

7.7 **Vacancy in Office.** In the absence of a provision otherwise in an OPERATING AGREEMENT, if a vacancy occurs in the BOARD, as the result of the death or removal of a Manager, the remaining Manager(s), or the Member(s) if there is no remaining Manager, shall elect, as soon as is practicable, a successor Manager to serve for the remainder of the term of the vacant office.

7.8 **Duties.** Unless otherwise provided in an OPERATING AGREEMENT, the Manager(s) shall have the sole and complete authority to manage and direct the business and affairs of the COMPANY, and may appoint or elect such Officers (who need not be either Members or Managers of the COMPANY) and assign them such duties, either as they may in their discretion determine, or as may be provided in an OPERATING AGREEMENT.

7.9 **Tax and Accounting Elections.** The BOARD shall have the authority, and the duty, to make such elections regarding the COMPANY's accounting and tax status, including, but not limited to, elections regarding both its fiscal year, and its organizational type and/or structure for tax reporting purposes, as it may have either under generally accepted accounting principles, or under either federal, state, or local taxing statutes.

## ARTICLE VIII **ORGANIZATION**

8

8.1 **Authorized Agent.** The name and address of the Authorized Agent of the Initial Member(s), who has executed these ARTICLES on behalf of the Initial Member(s), is:

JOSEPH M. MASON, JR., Esquire  
McGee & Mason, P.A.  
101 South Main Street  
Brooksville, Florida 34601-3336

## ARTICLE IX **INDEMNIFICATION**

9

9.1 **Members, Managers, Officers, Employees, and Agents.** The COMPANY, by the adoption of appropriate provisions in an OPERATING AGREEMENT, may indemnify, hold harmless, and defend any Member, Manager, Officer, employee, or agent of the COMPANY, or any former such person, to the full extent permitted by and as set forth in the ACT. In the absence of such provision



in an OPERATING AGREEMENT, the provisions of Section 608.4229, *Florida Statutes*, or any successor section thereto, as from time-to-time in effect, are incorporated herein by reference as fully as if said Section were set forth by complete text, and the full extent of the indemnity, hold harmless, and defense thereby permitted is accorded to all persons thereby permitted to be indemnified, held harmless, or defended.

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## **ARTICLE X AMENDMENT**

10.1 **Right to Amend.** The COMPANY reserves the right, in accordance with the provisions of the ACT, to, at any time, amend, alter, modify, or repeal any provision or provisions contained in these ARTICLES, or any amendment hereto, and any right conferred upon the Member(s) by these ARTICLES is subject to this reservation.

10.1.1 **Vote by Members.** The vote of a majority of the Member(s), as defined by Section 10.1.2, below, shall be required to amend these ARTICLES.

10.1.2 **Majority.** Unless otherwise provided by an OPERATING AGREEMENT, the term "majority of the Member(s)" shall mean a majority by amount of the CAPITAL ACCOUNTS, sometimes also known as the MEMBERSHIP INTERESTS, of the Member(s) of the COMPANY, as provided in Section 4.5, above.

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## **ARTICLE XI GOVERNANCE OF THE INTERNAL AFFAIRS OF THE COMPANY**

11.1 **Operating Agreement.** The BOARD shall have the sole authority, exclusive of the Member(s), either to adopt, or to not adopt, an OPERATING AGREEMENT for the COMPANY, and to, from time-to-time, alter, amend, or repeal, in whole or in part, any such OPERATING AGREEMENT, adopted by it, which OPERATING AGREEMENT, if adopted, shall be binding upon the Member(s) for the regulation of the business, and for the conduct of the affairs, of the COMPANY, and to create, divide, limit, and regulate the powers of the COMPANY, of the Manager(s), and, except as specifically in these ARTICLES provided, of the Member(s).

11.2 **Regulation of Business and Affairs.** In the event an OPERATING AGREEMENT is not adopted by the Manager(s), or, if so adopted, does not address any one (1) or more of the following matters, provision for the regulation of the business and for the conduct of the affairs of the COMPANY, and to create, divide, limit, and regulate the powers of the COMPANY, of the Manager(s), and of the Member(s), is made as follows:

11.2.1 **Location of and Participation in Meetings.** Meetings of the Authorized Agents, of the Member(s), and of the Manager(s) of the COMPANY, or of any committee of any of the same, for all purposes, may be held at any place, either inside or outside of the State of Florida, and incumbents of any such group may be counted in attendance at any such meeting, and may participate fully therein from locations other than that of the meeting,

through the use of communications equipment which will allow all participants therein to at all times hear all other participants therein.

11.2.2 **Meetings of Members.** The annual meeting of the COMPANY shall be held on the second Wednesday of February each calendar year, or as otherwise scheduled by the vote of a majority either of the MEMBERSHIP INTERESTS of the Member(s) or of the BOARD, and special meetings shall be held upon the call of a majority either of the MEMBERSHIP INTERESTS of the Member(s) or of the BOARD.

11.2.3 **Meetings of Managers.** The Manager(s) shall have regular meetings on the second Wednesday of the first month of each calendar quarter, or as otherwise scheduled by the BOARD, and special meetings of the Manager(s) shall be held upon the call of the CHAIR.

11.2.4 **Executive Committee.** The BOARD may designate from among its number an executive committee, consisting of one (1) or more of the Manager(s), which, in the intervals between meetings of the BOARD, and to the extent authorized by law, may have plenary authority to exercise the powers of the BOARD in the management of the affairs and business of the COMPANY.

11.2.5 **Action Without Meeting.** Any action which either the Member(s) are, or the BOARD is, authorized to take may be taken by the unanimous consent, in writing, of the Member(s) or the Manager(s), as the case may be.

11.2.6 **Removal of Managers.** At either a regular meeting, or at a special meeting called for that purpose, of the Member(s), any one or more or all of the Manager(s) may be removed, either with or without cause, at any time by the vote of the Member(s) holding a majority of the MEMBERSHIP INTEREST of the COMPANY and entitled to vote at any regular or special meeting of the Member(s), and thereupon the term of each Manager(s) who shall have been so removed shall forthwith terminate and there shall be a vacancy or vacancies in the BOARD, to be filled as provided in Section 7.7, above.

11.2.7 **Removal of Officers.** Any officer of the COMPANY may be removed either with or without cause, at any time, by vote of a majority of the Manager(s).

11.2.8 **Contracting Debts.** No debt may be contracted, and no contractual liability may be incurred, by or on behalf of the COMPANY, except by one or more of its Manager(s), or by an Officer elected by the BOARD, and an OPERATING AGREEMENT of the COMPANY may provide for restrictions and qualifications upon the making of such commitments by the Manager(s) and/or Officer(s).

11.2.9 **Conflicts of Interest.** Conflicts of interest, between Member(s), Manager(s), or Officer(s) of the COMPANY, and the COMPANY, are waived to the maximum extent permitted by law, and, by way of example, not limitation:

11.2.9.1 **Members May Be Parties to Transaction With Company.** Any Member(s), Manager(s), or Officer(s) of the COMPANY, individually or jointly, may

be a party or parties to, or may be interested in, any contract or transaction of or with the COMPANY or in which the COMPANY is interested.

11.2.9.2 **Transactions With Member Not Invalidated.** No contract, act or transaction of the COMPANY with any person, organization (business or otherwise), firm, association, entity, or company shall be affected or invalidated by the fact that any Member(s), Manager(s), or Officer(s) of the COMPANY either is a party or are parties to, or is or are otherwise interested in such contract, act, or transaction, or is or are in any way connected with such other person, or organization (business or otherwise), firm, association, entity, or company.

11.2.9.3 **Transactions With Affiliate of Member Not Invalidated.** Neither shall any contract, act, or transaction between the COMPANY and any other person or entity be affected or invalidated by the fact that any one or more of the Member(s), Manager(s), or Officer(s) of the COMPANY either is or are interested in or is a member(s), manager(s), affiliate(s), director(s), or officer(s), of such other person, company, organization (business or otherwise), firm, association, or entity, nor shall any contract, act, or transaction of the COMPANY be affected or invalidated by the fact that any of the Member(s), Manager(s), or Officer(s) of the COMPANY are personally interested therein.

11.2.9.4 **Relief from Disability.** Each and every person who may become a Member, Manager, or Officer of the COMPANY is hereby relieved, as far as is legally permissible, from any disability which might otherwise prevent such person from contracting with the COMPANY for such person's benefit or for the benefit of any other person, organization (business or otherwise), firm, association, entity, or company in which such Member, Manager, or Officer of the COMPANY may be in anyway interested.

11.2.10 **Records to be Kept.** At all times during the continuation of the COMPANY, the Manager(s) shall keep or cause to be kept, at the COMPANY's principal office, true and correct copies of at least those records which it is required by Section 608.4101, of the ACT, to maintain, including, but not limited to, the following records:

11.2.10.1 **Members.** A current list of the full names and last known business addresses of all Members of the COMPANY.

11.2.10.2 **ARTICLES.** A copy of these ARTICLES and all certificates of amendments thereto, together with a copy of executed copies of any powers of attorney pursuant to which any such certificate was executed.

11.2.10.3 **OPERATING AGREEMENT.** A copy of any OPERATING AGREEMENT adopted for the governance and conduct of the affairs of the COMPANY.

11.2.10.4 **REGULATIONS.** A copy of any REGULATIONS adopted for the governance and conduct of the affairs of the COMPANY.

11.2.10.5 **Tax Returns.** A copy of each of the COMPANY'S federal, state, and local income, sales, and other tax returns and reports, if any, for not less than the three (3) most recent years.

11.2.10.6 **Miscellaneous.** Unless contained either in these ARTICLES, or in an OPERATING AGREEMENT, a writing that sets forth:

11.2.10.6.1 **Member Contributions.** The amount of cash, and a description and statement of the agreed value of any other property or services, contributed by each Member, and which each Member has agreed to contribute, to the COMPANY.

11.2.10.6.2 **Additional Member Contributions.** The times at which, or events on the happening of which, any additional contributions agreed to be made by each Member are required to be made to the COMPANY.

11.2.10.6.3 **Events of Dissolution.** Any events upon the happening of which the COMPANY is required to be dissolved and its affairs wound up.

11.2.10.7 **Financial Statements.** A copy of all financial statements (including balance sheets and income statements) of the COMPANY for the three (3) most recent years.

11.2.10.8 **Inspection of Records.** Subject to Section 11.2.11, below, records kept under this Section are subject to inspection and copying during ordinary business hours at the reasonable request, and at the expense, of any Member. Other records maintained by the COMPANY may be inspected by a Member at such times and locations, and under such conditions, as may be provided by Regulations adopted pursuant to Section 11.3, below.

11.2.11 **Access to Records.** The BOARD, within the constraints of Section 608.4101 of the ACT may determine by whom, when, and under what circumstances access to the COMPANY'S records may be had.

11.3 **Regulations.** In the absence of a provision otherwise in an OPERATING AGREEMENT, the BOARD, by majority vote, may adopt, and, from time-to-time, alter, amend, or repeal, in whole or in part, such procedural and/or operating Regulations, regardless of whether an OPERATING AGREEMENT has been adopted, as it, in its discretion, deems appropriate for the governance and conduct of the affairs of the COMPANY (the REGULATIONS).

11.4 **Priority of ARTICLES and OPERATING AGREEMENT and REGULATIONS.** In the event an OPERATING AGREEMENT is adopted, pursuant to Section 11.1, above, for the COMPANY, the provisions thereof shall prevail over the provision of these ARTICLES on any matter regarding which these ARTICLES, by their terms, defer to such an OPERATING AGREEMENT, but both these ARTICLES and any such OPERATING AGREEMENT shall prevail over any conflicting REGULATION adopted pursuant to Section 11.3, above.

**ARTICLE XII**  
**DISSOLUTION AND TERMINATION OF THE COMPANY**

12.1 **Time and Methods of Dissolution.** The COMPANY shall be dissolved and terminated when, and by the methods, provided in any OPERATING AGREEMENT adopted for the COMPANY.

12.2 **Events of Dissolution.** In the absence of a provision therefor in an OPERATING AGREEMENT, the COMPANY shall be dissolved and its affairs shall be concluded, upon the first to occur of any of the following events:

12.2.1 **Specified Time.** At the time specified either in these ARTICLES, or by an OPERATING AGREEMENT adopted for the COMPANY, but if no such time is set forth either in these ARTICLES, or by an OPERATING AGREEMENT, then the COMPANY shall have a perpetual existence;

12.2.2 **Specified Events.** Upon the occurrence of events, if any, specified either in these ARTICLES, or by an OPERATING AGREEMENT;

12.2.3 **Unanimous Consent.** Unless otherwise provided either in these ARTICLES, or by an OPERATING AGREEMENT, upon the written consent of all of the Members of the COMPANY;

12.2.4 **No Surviving Member/Continuation by Personal Representative.** At any time there are no surviving Members of the COMPANY, provided, however, that, unless otherwise provided either in these ARTICLES, or by an OPERATING AGREEMENT, the COMPANY shall not be required to be dissolved, and shall not be required to be wound up, if, within One-Hundred Eighty (180) days, or such other shorter or longer period as may be provided either in these ARTICLES, or by an OPERATING AGREEMENT, after the occurrence of the event that terminated the continued membership of the last remaining Member, the personal or other legal representative of the last remaining Member agrees in writing to continue the COMPANY, and agrees to the admission of the personal or other legal representative of such Member, or such representative's nominee or designee, to the COMPANY as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member; or

12.2.5 **Court Order.** The entry of an order of dissolution by a circuit court pursuant to Section 12.4, below.

12.3 **Survives Loss of Member.** So long as the COMPANY continues to have at least one remaining Member, and except as provided in Section 12.2.4, above, or as otherwise provided either in these ARTICLES, or by an OPERATING AGREEMENT, the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member, or the occurrence of any other event that terminates the continued membership of any Member, shall not cause the COMPANY to be dissolved, and upon the occurrence of any such event, the COMPANY shall be continued without dissolution.

12.3.1 **Continuation After Termination of Member.** In the absence of a provision therefor in an OPERATING AGREEMENT, the remaining Member(s) of the COMPANY shall

have the right to continue, uninterrupted, the existence of the COMPANY upon and after the occurrence of any event that results in the termination of the membership of one or more Member(s) of the COMPANY.

**12.3.2 Declaration of Dissolution.** Unless otherwise provided in an OPERATING AGREEMENT, neither the resignation, retirement, expulsion, death, bankruptcy, or dissolution of a Member, nor the occurrence of any other event which terminates the continued membership of a Member in the COMPANY, shall be deemed to be an event of dissolution, absent the affirmative vote, taken within thirty (30) days after such event, by a majority in MEMBERSHIP INTEREST, as provided in Section 4.5, above, declaring such event to be an event of dissolution.

**12.4 Application to Court by Member.** Unless otherwise provided either in these ARTICLES, or by an OPERATING AGREEMENT, on application by or for a Member, the circuit court may order dissolution of the COMPANY if it is established by a preponderance of the evidence that it is not reasonably practicable for the COMPANY to carry on its business in conformity either with these ARTICLES, or with any OPERATING AGREEMENT adopted for the COMPANY.

**12.5 Winding-Up the COMPANY.** In the event of a dissolution of the COMPANY, and, in the absence of a provision therefor in an OPERATING AGREEMENT, a reasonable time shall be allowed for the orderly liquidation of the assets of the COMPANY, and the discharge of liabilities to creditors, all in accordance with Sections 608.4421 and 608.4431, *Florida Statutes*, so as to enable the Manager(s) to minimize the normal losses attendant upon a liquidation.

**12.5.1 Application of Liquidation Proceeds.** Unless otherwise provided in an OPERATING AGREEMENT, the proceeds from the liquidation of the COMPANY'S assets shall be applied as follows:

**12.5.1.1 Priority Payment to Creditors.** Payment to creditors of the COMPANY shall be in the order of priority provided by law;

**12.5.1.2 Reserve for Unforeseen Liabilities.** The BOARD, in its discretion, may establish a reserve for any unforeseen liabilities or obligations;

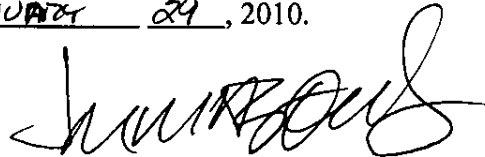
**12.5.1.3 Distribution to Members.** The remainder shall be distributed to the Member(s) in accordance with their then net CAPITAL ACCOUNT balances, after adjustments for the then current year.

**12.5.2 Allocation of Liquidation Profits and Losses.** The Member(s) shall continue to share profits or losses during the liquidation in the same proportion as before dissolution.

**12.6 Articles of Dissolution.** Following the occurrence of any of the events specified in this section which cause the dissolution of the COMPANY, the Member(s) of the COMPANY shall adopt Articles of Dissolution, and deliver the same to the DIVISION for filing.

12.7 **Administrative Dissolution.** In the absence of provisions otherwise in an OPERATING AGREEMENT, if the COMPANY is administratively dissolved, the provisions of Paragraph 12.5, above, shall apply, unless a majority of the MEMBERSHIP INTERESTS of the Member(s), after the administrative dissolution, vote to reinstate the Company, and, in fact, obtain a Certificate of Reinstatement from the DIVISION.

IN WITNESS WHEREOF, the above-named Authorized Agent, on behalf of the Initial Member, has hereunto subscribed his name on JANUARY 29, 2010.

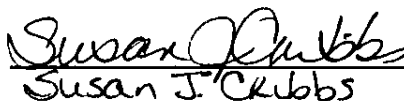


JOSEPH M. MASON, JR., Authorized Agent

STATE OF FLORIDA  
COUNTY OF HERNANDO

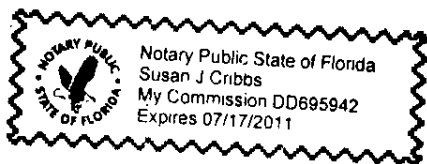
**BEFORE ME**, the undersigned authority, on January 29, 2010, in the County and State aforementioned, personally appeared **JOSEPH M. MASON, JR.**, the person who, first being by me duly sworn, deposed and said upon the said person's oath that the said person is the person described in and who executed the foregoing **Articles of Organization of Brooksville Printing, LLC**, as Authorized Agent of the Initial Member of that COMPANY, that the said person executed the same for and on behalf of the said Initial Member and for the purposes therein stated, and that the said person's statements therein contained are accurate, true, and correct. The said person is either personally known to me or has produced identification satisfactory to me (if the said person produced identification, the same is described as follows: \_\_\_\_\_).

My Commission Number  
and Expiration Date is:



Susan J. Cribbs (Printed Name)

Notary Public, State of Florida



**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
AND NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 608.415, *Florida Statutes*, regarding the designation of a resident agent to accept service of process, the following is submitted:

**DESIGNATION OF RESIDENT AGENT**

**Brooksville Printing, LLC**, desiring to organize or qualify as a limited liability company under the laws of the State of Florida, with its principal place of business at 712 South Main Street, Brooksville, Florida 34601, has named **JOSEPH M. MASON, JR.**, Esquire, of McGee & Mason, P.A., located at 101 South Main Street, Brooksville, Florida 34601-3336, as its agent to accept service of process within the State of Florida.



Signature: \_\_\_\_\_

Typed or Printed Name: JOSEPH M. MASON, JR.

Title: Authorized Agent

Date: January 29, 2010

**ACCEPTANCE OF RESIDENT AGENT**

Having been named and designated as resident agent to accept service of process for **Brooksville Printing, LLC**, at the place designated in this certificate, I hereby agree to act in such capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties as such officer.



Signature: \_\_\_\_\_

Typed or Printed name: JOSEPH M. MASON, JR.

Date: January 29, 2010

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