

L10 000076265

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

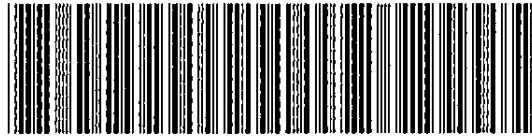
Special Instructions to Filing Officer:

Office Use Only

G. MCLEOD

JUL 20 2010

EXAMINER



300182796273

07/14/10--01001--005 \*\*310.00

RECEIVED  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
2010 JUL 13 PM 3:25  
TO ACKNOWLEDGE  
SUFFICIENCY OF FILING

FILED  
10 JUL 14 PM 2:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



MESSER CAPARELLO & SELF, P.A.

Attorneys At Law

[www.lawfla.com](http://www.lawfla.com)

Curtis B. Hunter  
email: [chunter@lawfla.com](mailto:chunter@lawfla.com)

RECEIVED  
DIVISION OF CORPORATIONS  
2010 JUL 20 PM 2:39  
TO ADOPTED  
SUFFICIENCY OF FILING

July 20, 2010

Corporate Records  
Florida Department of State  
P. O. Box 6327  
Tallahassee, FL 32314

RE: Articles of Organization: DH Property Enterprises, LLC

Dear Corporate Specialist:

Enclosed are the original Articles of Organization for the above-referenced entity. Upon filing, please return one certified duplicate original of the Articles to the undersigned.

We have previously provided the Division of Corporations with a check in the amount of \$310, to cover all filing fees for DH Hardware, LLC, and DH Enterprises, LLC (which was rejected). Please apply the filing fees for DH Enterprises to the filing of DH Property Enterprises, LLC.

Thank you for your assistance. Your prompt attention to this matter is greatly appreciated.

Very truly yours,

  
Curtis B. Hunter

CBH/bjm  
Enclosures

cc: Mr. Dana Herndon

FILED  
10 JUL 14 PM 2:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION OF  
DH PROPERTY ENTERPRISES, LLC**

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, as contained in Chapter 608, Florida Statutes, hereby makes, acknowledges, and files the following Articles of Organization.

**ARTICLE I - Name and Principal Place of Business**

The name of the limited liability company shall be: **DH PROPERTY ENTERPRISES, LLC** (hereinafter the "Company"). The principal place of business and mailing address of the Company shall be: 4831 Kerry Forest Parkway, Tallahassee, Florida, 32309.

**ARTICLE II - Duration**

The Company shall commence its existence on the date these Articles of Organization are filed with and accepted by the Florida Department of State. The Company's existence shall be perpetual, unless the Company is earlier dissolved as provided in these Articles of Organization and the Regulations of the Company.

**ARTICLE III - Purposes and Powers**

The general purpose for which the Company is organized is to own and manage real property; however the Company shall be able to transact any lawful business for which a limited liability company may be organized under the laws of the State of Florida. The Company shall have all the powers granted to a limited liability company under the laws of the State of Florida.

**ARTICLE IV - Registered Office and Agent**

The name and street address of the registered agent of the Company in the State of Florida is: Curtis B. Hunter, 2618 Centennial Place, Tallahassee, Florida, 32308.

**ARTICLE V - Members Rights to Continue Business**

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the Company, the remaining members shall have the right to continue the business on unanimous consent of the remaining members, provided there is at least one remaining member.

## **ARTICLE VI - Termination of Existence**

The Company shall be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or upon the occurrence of any other event that terminates the continued membership of a member in the Company, unless the business of the Company is continued by the consent of all the remaining members, provided there is at least one remaining member.

## **ARTICLE VII - Admission of New Members**

Except as set forth in the regulations, no additional members shall be admitted to the Company except with the unanimous written consent of all the members of the Company and on such terms and conditions as shall be determined by then existing members. A member may transfer his or her interest in the Company as set forth in the regulations of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all of the members of the Company other than the member proposing to dispose of his or her interest approve of the proposed transfer by written consent.

## **ARTICLE VIII - Management**

The Company is to be managed by one manger or more managers and is therefore, a manager-managed entity. The Company shall be managed by the managers in accordance with regulations adopted by the members for the management of the business and affairs of the Company. These regulations may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or these articles of organization. The names and addresses of the members of the Company are:

**NAME:**

Dana Dale Herndon

**ADDRESS:**

2342 W. Clovelly Lane  
St. Augustine, FL 32092

DeAna Durrance Herndon

2342 W. Clovelly Lane  
St. Augustine, FL 32092

## **ARTICLE IX - Regulations**

The power to adopt, alter, amend, or repeal the Regulations of the Company is vested in the manager or managers of the Company.

IN WITNESS WHEREOF, the undersigned member or authorized representative of a member have made and subscribed these Articles of Organization at Tallahassee, Florida, for the foregoing uses and purposes this 19<sup>th</sup> day of July, 2010.

**WITNESSES:**

Print Witness Name:

CURTIS B. HUNTER

Print Witness Name:

Layna M. Kitcham

By:

Dana Dale Herndon, Member

Print Witness Name:

CURTIS B. HUNTER

Print Witness Name:

Layna M. Kitcham

By:

DeAna Durrance Herndon, Member

**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTIONS 608.415, 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.

1. The name of the limited liability company is: **DH PROPERTY ENTERPRISES, LLC.**

2. The name and the Florida street address of the registered agent for **DH PROPERTY ENTERPRISES, LLC** is Curtis B. Hunter, 2618 Centennial Place, Tallahassee, Florida 32308.

*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.*

DATED: July 19, 2010.

  
Curtis B. Hunter, Registered Agent

**REGULATIONS OF DH PROPERTIES ENTERPRISES, L.L.C.,  
a Florida Limited Liability Company**

**ARTICLE I  
Formation**

**Section 1. Organization.** The Company has been organized as a Florida limited liability company pursuant to the Florida Limited Liability Company Act (the "Act").

**Section 2. Regulations, Effect of Inconsistencies with Act.** The Members agree to the terms and conditions of these Regulations, as they may from time to time be amended, supplemented or restated according to its terms. The Members intend that these Regulations shall be the sole source of the relationship among the parties, and, except to the extent a provision of these Regulations expressly incorporates federal income tax rules by reference to sections of the Internal Revenue Code or Treasury Regulations or is expressly prohibited or ineffective under the Act, these Regulations shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law. To the extent any provision of these Regulations is prohibited or ineffective under the Act, these Regulations shall be considered amended to the smallest degree possible in order to make such provision effective under the Act. If the Act is subsequently amended or interpreted in such a way as to validate a provision of these Regulations that was formerly invalid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. Each Member shall be entitled to rely on the provisions of these Regulations, and no Member shall be liable to the Company or to any other Member for any action or refusal to act taken in good faith reliance on these Regulations.

**Section 3. Name.** The name of the Company is DH Property Enterprises, LLC, and such name shall be used at all times in connection with the conduct of the Company's business.

**Section 4. Effective Date.** These Regulations shall become effective upon the date of execution of these Regulations by the last of the Members to sign it.

**Section 5. Term.** The Company shall have perpetual existence until it is dissolved and its affairs wound up in accordance with these Regulations and the Act.

**Section 6. Registered Agent and Office.** The Company's initial registered agent for service of process and initial registered office in the State of Florida shall be Curtis B. Hunter, 2618 Centennial Place, Tallahassee, Florida 32308.

**Section 7. Principal Place of Business.** The Company's initial principal place of business shall be located at 4831 Kerry Forest Parkway, Tallahassee, Florida 32309. The Managing Member may change the location of the Company's principal place of business from time to time. The Managing Member shall make any filing and take any other action required by applicable law in connection with the change and shall give notice to all other Members of the new location of the

Company's principal place of business promptly after the change becomes effective. The Managing Member may establish and maintain additional places of business for the Company.

**Section 8. Foreign Qualifications.** The Company shall qualify to do business as a foreign limited liability company in each jurisdiction in which the nature of its business requires such qualification.

## **ARTICLE II**

### **Members' Interest In Company**

**Section 1. Members, Interests and Capital Contributions.** The names, interests, initial capital contributions, and anticipated additional contributions of the Members are as set forth on Exhibit A. Except with the unanimous consent of the Members, no Member shall be required to lend or make any additional capital contribution in excess of that set forth on Exhibit A.

**Section 2. Certificates of Membership Interest.** The company shall have the power to issue certificates of membership interest in registered form representing ownership of an interest in the company ("certificates"). The denominations of the certificates shall correspond to the amount of capital contributed by the member to the company. Subject to the terms hereof, the certificate shall be transferable or interchangeable on presentation at the office of the company, properly endorsed or accompanied by an instrument of transfer and executed by the member or his authorized attorney, together with payment of any tax or governmental charge imposed upon the transfer of certificates. The company shall replace any mutilated, lost, stolen or destroyed certificate on proper identification, indemnity satisfactory to the company and payment of any charges incurred in the replacement. On a return of all or any portion of the capital of the company contributed by a member holding a certificate, the member shall surrender the certificate or certificates for appropriate adjustment prior to receipt of his capital contribution.

**Section 3. Assignability of Member's Interest.**

A. **Requirements.** An interest of a member in the company shall not be assigned, sold, exchanged, transferred, pledged, hypothecated or otherwise disposed of ("Assigned"); provided, however an interest may be Assigned if:

- (1) The assigning member so provides in the instrument of assignment;
- (2) The assignee agrees in writing to be bound by the provisions of these Regulations; and
- (3) The manager and all remaining members consent in writing.

B. **Right of First Refusal.** Notwithstanding any other provision of this Section 2, no member shall dispose of any part or all of the member's interest otherwise than to (a) another member, (b) a parent, brother, sister or lineal descendent, (c) to a trust established for the sole and



exclusive benefit of a person or persons name in (a) and (b) above, or (d) an entity owned and controlled at all times exclusively by a person or person named in (a) and (b) above, without the manager receiving at least thirty (30) days in advance of such proposed disposition, written notice of the member's intention to make such disposition. No such notice shall be given unless and until the member desiring to make such disposition, hereinafter referred to as the "offering member", shall have obtained a bona fide offer in writing to purchase the offering member's interest in the company. A true copy of the offer, setting forth all the terms and conditions of the proposed purchase, with the names and addresses of the proposed purchaser, shall be attached to such written notice, and shall be furnished to all members within three (3) days of receipt by the manager. For a period of sixty (60) days commencing at the time of the receipt of the notice from the offering member, the company shall have the exclusive right to redeem the interest of the offering member under the same terms and conditions as are set forth in such written offer. If the company chooses not to elect to redeem the interest of the offering member, then the members other than the offering member, for a period of thirty (30) days, shall have the option, in proportion to their respective interests in the company, or in such other proportion as they may otherwise agree, to purchase the entire interest so offered from the offering member under the same terms and conditions as are set forth in such written offer. Such options shall be exercised by giving written notice thereof to the offering member, and closing shall take place within thirty (30) days after the exercise of such option. If such notice has not been given prior to the expiration of the option periods, the offering member shall be free to make such disposition, provided however that such disposition shall be made within ninety (90) days after such expiration and in strict accordance with the terms and conditions of such bona fide offer, and shall be subject to the provisions of Section 2.A. hereof. In the event that the offering member's interest is not so disposed of within said ninety (90) day period, the provisions of this Section 2.B. shall again be applicable and must be complied with.

C. Event of Death, Retirement, etc. In the event of a death, retirement, resignation, expulsion, bankruptcy or dissolution of a member, or on the occurrence of any other event which terminates the continued membership of a member in the company (hereafter "departing event"), and the remaining members or member continue the business of the company pursuant to Article VI hereof, then the other members, pro rata, in proportion to their respective interests in the company, or in such other proportion as they shall otherwise agree upon, shall have the option, exercisable by giving notice thereof to such member or such member's assignee, trustee, receiver, liquidator or other legal representative, to purchase all, but not less than all, of such member's interest in the company within twenty (20) days after the departing event at a price determined by the parties. The terms of payment shall be all cash or as otherwise agreed upon by the respective parties. If for any reason the parties are unable to agree upon a price or terms of payment, then the price and terms of payment shall be established by arbitration in which the member suffering the departing event names one arbitrator and the other members, by vote of a majority of their respective interests, name another arbitrator. The two arbitrators shall attempt to establish the price and/or terms of payment by their mutual agreement, and if they do not succeed in reaching such an agreement within thirty (30) days after the appointment of the latter of them, they shall name a third arbitrator, and the decision of a majority of the arbitrators shall be final. The arbitration shall take place in Tallahassee, Florida and shall be conducted in accordance with the rules of the American Arbitration Association, and the cost of such arbitration shall be born by the company unless a majority of the arbitrators agree otherwise, in

which case the respective members agree to apply their share as directed by a majority of the arbitrators.

### **ARTICLE III Member Meetings**

**Section 1. Annual Meetings.** Unless otherwise decided by resolution of the members, annual meetings of the members shall be held on the 15<sup>th</sup> day of March of each fiscal year of the company if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, then on the next business day following, beginning at 9:00 a.m., or at any other time and place as the members may decide by resolution and designate in the notice of the meeting. If the annual meeting or the election of a manager is not held on the day designated in this Section, a meeting of the members shall be held as soon as is convenient. The annual meeting shall be for the purpose of electing a manager and for transacting any other business which may properly come before the meeting.

**Section 2. Special Meetings.** Special meetings of the members, for any purpose or purposes, unless prescribed by statute or by the Articles of Organization of the company, shall be held when called for by a manager or when requested in writing by the holders of not less than one hundred percent of the then existing contributed capital of the company.

**Section 3. Place.** All meetings of the members shall be held within or without the State of Florida as shall be designated in the notice of meeting given pursuant to this Article or in a duly executed waiver of notice of the meeting.

**Section 4. Notice.** Whenever members are required or authorized to take any action at a meeting, a written notice of the meeting, stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered no fewer than 10 nor more than 60 days prior to the date set for the meeting, either by hand delivery or by first class mail, to each member entitled to vote at the meeting. If mailed, notice shall be deemed delivered three days after deposit in the United States mail addressed to the member at his or her address as it appears on the books of the company, with first class postage prepaid. Written waiver by a member of notice of a members meeting, signed by him or her, whether before or after the time stated on the notice, shall be equivalent to the giving of the notice.

**Section 5. Consents.** Personal presence of a member shall not be required, provided a written consent to or rejection of the proposed action is submitted to the chairman of the meeting. Attendance by a member and voting in person at any meeting shall revoke any written consents or rejections of the member submitted with respect to action proposed to be taken at the meeting. Submission of a later dated written consent or rejection with respect to any action shall revoke an earlier one as to the action. Every consent or rejection must be signed by the member or his or her attorney-in-fact. All questions regarding the validity of consents or rejections shall be determined by the manager or managers presiding over the meeting.

**Section 6. Action By Written Consent.** Any matter on which the members are authorized to take action under law, the Article of Organization or these Regulations may be taken by the members without a meeting assembled if written consents to the action by the members are signed by the members entitled to vote on the action at a meeting and who hold a majority in interest of the members (as defined in Section 8 of this Article) or any greater ownership interest in the company as may be required by law, by the Articles of Organization or by these Regulations.

**Section 7. Adjourned Meeting.** On an adjournment of a meeting, it shall not be necessary to give any notice of the adjourned meeting, provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business which might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If, however, after the adjournment, the manager fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in Section 4 of this Article to each member of record on the new record date entitled to vote at such meeting.

**Section 8. Member Quorum and Voting.** The holders of a majority of the then-outstanding contributed and not returned capital of the company ("majority in interest of the members") entitled to vote, represented in person or by written consent, shall constitute a quorum at a meeting of members, except as otherwise prescribed by law or by the Articles of Organization of the company. All members present in person or represented by written consent at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, except as prescribed by law or the Articles of Organization. If a quorum is present, the affirmative vote of a majority in interest of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless otherwise provided by law, these Regulations or the Articles of Organization of the company. All questions regarding the qualification of voters and the acceptance or rejection of votes shall be decided by the manager presiding over the meeting.

**Section 9. Closing of Transfer Books or Fixing of Record Date.** For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment or postponement of any meeting of members, or in order to make a determination of members for any other proper purpose, the manager of the company may provide that the transfer books shall be closed for a stated period, but not to exceed, in any case, ten days. If the transfer books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, the books shall be closed for at least two days immediately preceding the meeting. In lieu of closing the transfer books, the manager may fix in advance a date as the record date for any such determination of members, this date in any case to be not more than one day and, in case of a meeting of members, not less than ten days prior to the date on which the particular action requiring the determination of members is to be taken. If the transfer books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, or members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed shall be the record date for the determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, the determination shall apply to any adjournment or postponement of the meeting

## **ARTICLE IV Management**

**Section 1. Manager Election, Term, and Responsibilities.** The company shall be managed by one manager, who shall be elected annually at the annual meeting of the members. In the event a manager is removed, resigns or is dissolved an interim manager shall be appointed who shall serve until the next annual meeting of members and until a replacement is qualified and elected. The respective offices and responsibilities of the manager shall be determined by vote of the members, which may be amended from time to time solely by vote of the members. A manager need not be a member of the company.

**Section 2. Powers.** The manager is entitled to perform all acts necessary to further the purposes of the company as provided in the Articles of Organization and to perform such other acts as the manager deems appropriate for the benefit of the company and its members.

**Section 3. Transfer of Company Property.** Real or personal property owned or purchased by the company shall be held and owned, and conveyance shall be made, in the name of the company. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the company shall be valid and bind the company if they are executed by the manager of the company.

**Section 4. Compensation.** The members shall have the authority to vote approval of reasonable compensation of the manager and to approve reasonable compensation for any member for the services actually rendered to this company. The members may, by vote, reimburse all members and the manager for actual expenses incurred in attending meetings of members.

**Section 5. Indemnification.** The company may indemnify to the fullest extent permitted by law any person who was or is a party or has threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that it or she is a manager of the company, or is or was serving at the request of the company as a director, officer, employee or agent of any other company, partnership, joint venture, trust or other enterprise.

## **ARTICLE V Fiscal Matters**

**Section 1. Capital Account.** Each member shall have a capital account which shall be increased by:

A. The amount of money and the fair market value of property (net of liabilities that the company assumes or take the property subject to) contributed by him/her to the company; and

B. The amount of any company income and gain allocated to him/her; and shall be decreased by:

C. The amount of money and the fair market value of property (net of liabilities that the member assumes or takes the property subject to) distributed to him/her by the company; and

D. Allocations to him/her of company expenditures that are not deductible in computing the company's taxable income and are not capital expenditures; and

E. Allocations to him/her of company loss and deduction.

A member shall not be entitled to any part of his/her capital account or to receive any distribution from the company, except as may be authorized by the manager or until the full and complete winding up and liquidation of the business and affairs of the company. No member shall be entitled or required to make any capital contributions to the company other than as provided in these Regulations or in the Articles of Organization of the company. No interest shall be paid on the initial or any subsequent capital contribution to the company.

**Section 2. Profits and Losses.** An individual income account shall be maintained for each member. The net profits or net losses of the company, after providing for the expenses of the company, shall be distributable or chargeable, as the case may be, to each of the members according to their pro rata interest in the company as determined with reference to their respective capital accounts. Profits and losses shall be credited or debited to the individual income accounts as soon as practicable after the close of each fiscal year or otherwise as may be agreed to by the members. If there is no balance in a member's income account, net losses shall be debited to the member's capital accounts. If the capital account of a member shall have been depleted by the debiting of losses, future profits allocable to that member shall not be credited to his/her income account until the depletion in his/her capital account shall have been made up, but shall be credited to his/her capital account. After the depletion in the member's capital account shall have been made up, the member's subsequent share of the profits of the company shall be credited to his/her income account.

**Section 3. Loans.** Any member may, but shall not be required to, make loans to the company in an amount, at a time and on terms as may be approved by the manager. No loan in this manner shall be considered a contribution to capital. The company shall not loan or advance funds to any member, nor permit its assets to be encumbered to secure the obligations of a member, without the prior consent of the manager.

**Section 4. Distributions.** Available cash shall be distributable to the members in proportion to their respective then existing nonreturned, contributed capital. Available cash is (I) that sum of cash resulting from business operations, including sales revenues, royalties, interest income and any other income derived from sale or use of products developed by this company plus funds reserved in a previous fiscal year but released without expenditure, less (ii) all cash expenditures, including, but not limited to, real and personal property taxes, principal and interest payments on all loans made to the company, insurance, capital requirements, accounting and legal fees and supplies, and less any amount which the manager may reasonably determine to be necessary as a reserve for operating expenses, capital improvements, security deposits or contingencies, but not including cost

expenditures previously reserved against in a prior fiscal year. Distributions of available cash shall be made no less often than annually, as determined by the manager.

## **ARTICLE VI**

### **Financial Statements and Books**

**Section 1. Books of Account.** The manager shall keep adequate books of account of the company which shall record and reflect all of the capital contributions of the members to the company and all of the expenses and transactions of the company. The books of account shall be kept at the principal place of business of the company, and each member and his/her authorized representative shall have, at reasonable times during normal business hours, free access to and the right to inspect and, at his/her expense, copy the books of account and all records of the company, including a list of the names and addresses and interests owned of each of the members. All books and records of the company shall be kept on the basis of an annual accounting period ending on the 31st of December, except for the final accounting period which shall end on the dissolution or termination of the company without reconstitution.

**Section 2. Bank Accounts, Funds, and Assets.** The company's funds shall be deposited in a bank or banks as the manager deems appropriate. These funds shall be withdrawn only by the authorized persons as designated by the manager.

**Section 3. Tax Returns and Reports.** The manager at the company's expense, shall cause income tax returns and reports for the company to be prepared and timely filed with the appropriate authorities. The manager shall also, at the company's expense, cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with these entities under then current applicable laws, rules and regulations. Any member shall be provided with a copy of any such report on request without expense to his/her.

**Section 4. Reports and Financial Statements.** The manager shall, at the company's expense, provide the following reports and financial statements to the members:

A. Within 90 days after the end of each fiscal year, (I) a balance sheet as of the end of that fiscal year, together with related statements of income, members' equity, and changes in financial position, (the balance sheet and statements to be prepared in accordance with generally accepted accounting principles and applicable law and shall be accompanied by an auditor's report containing an unqualified opinion of the independent certified public accountants preparing such report), and (ii) a report of the activity of the company for the fiscal year; and

B. Within 60 days after the end of each fiscal quarter, a report of the period containing an unaudited balance sheet, statement of income and statement of changes in financial position and a report covering the activities of the company for the quarter; and

C. As soon as practicable after the end of each fiscal year but not later than March 15, all information necessary for the preparation of a member's federal income tax return.

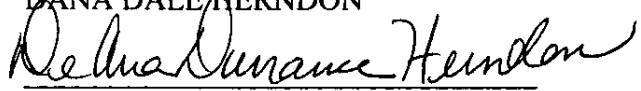
**ARTICLE VII**  
**Dissolution and Liquidation**

The company shall be dissolved on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or manager, or on the occurrence of any other event which terminates the continued membership of a member in the company, unless the business of the company is continued by the written consent of all the remaining members, provided there is at least one remaining member. On the company's dissolution, the members shall appoint a liquidating agent who, at the direction of the members, will proceed to make a full and general accounting of the assets and liabilities of the company, liquidate the assets of the company, discharge its liabilities, and otherwise wind up the affairs of the company. Profits and losses accruing during the course of the liquidation will continue to be allocated among the member as set forth in Section 2 of Article IV hereof. A reasonable time shall be allowed for the orderly liquidation of the assets of the company and the discharge of liabilities to creditors so as to minimize the normal losses attendant on a liquidation; provided, however, that in no event shall the liquidation of the assets of the company, the payment of creditors, and the distribution of company assets to the members occur more than 180 days after the occurrence of the event causing the dissolution of the company. On completion of the liquidation of the company's assets and the restatement of the members' capital accounts pursuant to Section 1 of Article IV hereof, any member with a deficit capital account shall be required to restore such deficit to the company in accordance with Internal Revenue Service, Department of Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3). Any assets of the company remaining after liquidation shall then be applied as follows:

- A. First, to pay and discharge all the company's debts and other liabilities not already satisfied.
- B. Second, to establish a reserve for contingent liabilities of the company, if any, in an amount agreed to by the members.
- C. Last, the balance to the members in proportion to their respective positive capital accounts in accordance with Internal Revenue Service, Department of Treasury Reg. Section 1.704-1(b)(2)(ii)(b)(2).

This certifies that the preceding constitutes the Regulations of DH ENTERPRISES, L.L.C., as adopted on July 14, 2010, by the members of the company, all of whom sign below.

  
DANA DALE HERNDON

  
DeANA DURRANCE HERNDON

**EXHIBIT A**

<u>Member</u>	<u>Initial Cap. Contrib.</u>	<u>Percentage Interest</u>	<u>Additional Cap. Contrib.</u>
Dana Dale Herndon	\$50	50%	0
DeAna Durrance Herndon	\$50	50%	0



**- DH PROPERTY ENTERPRISES, LLC -**

**UNANIMOUS WRITTEN CONSENT OF**  
**MEMBERS IN LIEU OF**  
**ORGANIZATIONAL MEETING**

**THE UNDERSIGNED**, being the sole members of **DH PROPERTY ENTERPRISES, LLC**, hereby consent to the taking of the following action in lieu of an organizational meeting pursuant to Chapter 608, Florida Statutes and hereby waive any notice to be given in connection therewith:

**RESOLVED**, by the Members of **DH PROPERTY ENTERPRISES, LLC** that:

**A. Membership and Interest:**

Initial Members:

Dana Dale Herndon

DeAna Durrance Herndon

Each initial member shall have a voting interest in matters affecting the Limited Liability Company (the "voting interest") and an interest in the assets, gains, income, profits, and losses and deductions of the limited company (inclusive of all distributions on liquidation) ("members share") in the following percentages:

<b><u>Member's Name</u></b>	<b><u>Capital Contribution</u></b>	<b><u>Voting Interest/ Member's Share</u></b>
Dana Dale Herndon	\$50	50%
DeAna Durrance Herndon	\$50	50%

The member's share and voting interest, set forth above, for each member, shall remain constant, unless amended or modified in a writing signed by each member. Any payments made by a member to the limited company, in addition to those specifically set forth in this agreement as a contribution, shall be deemed a loan by the member to the limited liability company.

**B. Election of Manager:** Dana Dale Herndon is hereby unanimously elected manager of the Limited Liability Company.

**C. Regulations:** The Limited Liability Company hereby adopts as its Regulations, the form of Regulations attached hereto as Exhibit "A".

**D. Adoption of Form Certificate:** The form of certificate evidencing each member's ownership interest is attached hereto as Exhibit "B" and is hereby adopted as the form of certificate

representing the units of the Limited Liability Company.

**E. Designation of Bank Depository:** The Manager of the Limited Liability Company is authorized to open, on behalf of the Limited Liability Company, such accounts as is deemed necessary or appropriate at \_\_\_\_\_, in Tallahassee, Florida, and to endorse any checks, drafts, notes, orders and bills of exchange payable to, or otherwise the property of the Limited Liability Company; to deposit them in such accounts; and draw and sign checks on such accounts in the name of the Limited Liability Company. The members hereby adopt any resolutions required by such bank in connection with its designation as depository, provided the Manager of the Limited Liability Company inserts as an appendix to this consent, a copy of such resolutions, which shall thereupon be deemed to have been adopted by the Members.

**EXECUTED** by the Members of **DH PROPERTY ENTERPRISES, LLC** on this 14<sup>th</sup> day of July, 2010.

  
DANA DALE HERNDON

  
DeANA DURRANCE HERNDON

Number: 1

Units: 50

# **DH PROPERTY ENTERPRISES, LLC**

*a Limited Liability Company*

**ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA**

*Authorized To Issue Units Of Interest*

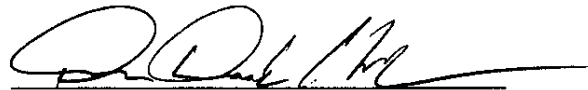
## **CERTIFICATE OF OWNERSHIP UNITS**

*This certifies that **Dana Dale Herndon** is the owner of Fifty (50) Units of the above Limited Liability company transferrable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. Transfer of these Units is subject to restrictions in the Regulations for this Limited Liability company.*

*The Limited Liability Company will furnish without charge to each Unit holder who so requests, the powers, designations, preferences, and relative participation rights of Unit holders and the qualifications, limitations, or restrictions of such rights.*

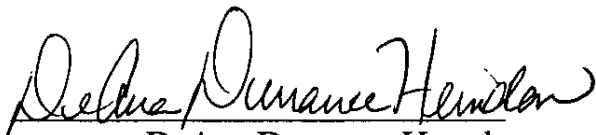
*In Witness Whereof, the said Limited Liability Company has caused this Certificate to be signed by its duly authorized Members and to be sealed with the Seal of the Limited Liability Company.*

Dated: 07-14-10



Print Name: Dana Dale Herndon

*Its Member*



Print Name: DeAna Durrance Herndon

*Its Member*

Number: 2

Units: 50

# ***DH PROPERTY ENTERPRISES, LLC***

*a Limited Liability Company*

**ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA**

*Authorized To Issue Units Of Interest*

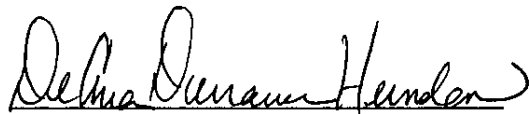
## **CERTIFICATE OF OWNERSHIP UNITS**

*This certifies that **DeAna Durrance Herndon** is the owner of Fifty (50) Units of the above Limited Liability company transferrable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. Transfer of these Units is subject to restrictions in the Regulations for this Limited Liability company.*

*The Limited Liability Company will furnish without charge to each Unit holder who so requests, the powers, designations, preferences, and relative participation rights of Unit holders and the qualifications, limitations, or restrictions of such rights.*

*In Witness Whereof, the said Limited Liability Company has caused this Certificate to be signed by its duly authorized Members and to be sealed with the Seal of the Limited Liability Company.*

Dated: 07-14-10



Print Name: DeAna Durrance Herndon  
Its Member



Print Name: Dana Dale Herndon  
Its Member