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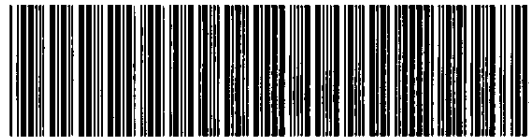
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

JAN 7 2011

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: FAMILY PIZZA PLUS LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

JAMES CROMLEY
Name of Person

FAMILY PIZZA PLUS LLC
Firm/Company

195 BLANDING BLVD STE-1
Address

ORANGE PARK FL 32073
City/State and Zip Code

JIMBURINO @ HOTMAIL.COM
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

JAMES CROMLEY at (904) 438 0005
Name of Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☒ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

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

Street/Courier Address
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I:

- 1.1 Name of the LLC is: **FAMILY PIZZA PLUS LLC**
- 1.2 Principal office and mailing address location is:
195 Blanding Blvd ste-1 Orange park FL 32073
- 1.3 Registered agent name and address
James Cromey
100 vanderford rd east
Orange Park FL 32073

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TALLAHASSEE, FLORIDA

Having been named as registered agent and to accept service of process for the above Stated limited liability company, 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 I accept the obligations of my position as registered agent as provided for in Chapter 608 F.S.

JAMES CROMEY *James Cromey*
Registered agent + member

- 1.4 Business purpose, the LLC is an organized to engage in any lawful act or activity for which the LLC may be organized under the laws of the state of Florida
- 1.5 Term. The term of the LLC's existence shall commence upon the filing of the Articles Pursuant to Article 1.1 and continue until terminated in accordance with this Agreement or application law.

ARTICLE II: MANAGER OR MANAGER MEMBERS

The title, name and address of the managers or manager members

Manager member: James Cromey
Address: 100 Vanderford rd. east
Orange Park, FL 32073

ARTICLE III: CAPITALIZATION

- 3.1 Capital Contributors by Members. The Members have contributed to the LLC money Properties or services to this agreement, the fair market value of each contribution And the corresponding percentage of ownership of the LLC

Member: James Cromey
Percentage of ownership 100%
Contributed amount covers money, property, services and operating equipment,
Total contributed valued at \$20,000

- 3.2 Additional capital contributions. No member shall be required to make additional

- 3.2 Additional capital contributions. No member shall be required to make additional Contributions to the LLC
- 3.3 Capital account. An individual account shall be maintained for the member Consisting of the members total contributions pursuant to article 3.1, increased by The members share of the profits or decreased by the members share of the losses And adjusted as required in accordance with the applicable provisions of the Internal Revenue code and the treasury regulations
- 3.4 withdraws. The members shall be entitled to withdraw his contribution or any part of It pursuant to article 3.1
- 3.5 limited liability. Except as otherwise provided herein, the members shall not be Personally liable per for the expenses, debts, or liabilities of the LLC

ARTICLE IV: ALLOCATION OF PROFITS AND LOSSES

- 4.1 Profits and losses. The profits and losses, deductions, credits, and the like shall be allocated for the purposes of the LLC's internal records and for purposes of tax reporting, to the Member in accordance with the Member's Membership Interest, and in accordance with Code Section 704(b) and the Treasury Regulations promulgated thereunder
- 4.2 Allocations Between Assignor and Assignee. If a Membership Interest or any portion Thereof has been transferred during any fiscal year, the assigning Member ("Assignor") and the Assignee shall be allocated a share of profits, losses, deductions, credits, and the like based on the number of days each was the beneficial owner of the Membership Interest during that fiscal year.
- 4.3 Distributions. All cash resulting from the normal business operations of the LLC, and From the sale or disposition of LLC assets, or other extraordinary events other than capitalization, shall be distributed to the Member at such times as the member may provide.
- 4.4 Distributions Upon Liquidation. When there is a distribution due to liquidation of the LLC, or when any Membership interest is liquidated, all items of profit and loss first shall be allocated to the Member's Capital Account pursuant to this Article 4.3 and other deductions and credits, if any shall be made before the final distribution is made. The final distribution shall be made to the Member(s) in proportion to their membership interest

ARTICLE V : MEMBERS AND MANGEMENT

- 5.1 Members. There shall be only one class of Member, and each Member shall be Entitled to one vote, regardless of Membership Interest.
- 5.2 Management. The LLC shall be managed by its Member, unless otherwise provided by this Agreement or by the Act, all management decisions concerning the LLC shall be made by the member.
- 5.3 Compensation. The Member shall be compensated for his management of the LLC.
- 5.4 Meetings. The Member is not required to hold meetings, and decisions may be Reached by consensus and made unanimous consent, so long as decisions Significantly affecting the LLC or its business are documented in writing and signed by the Member whenever possible.

- 5.5 Title to Assets. All assets of the LLC shall be held in the name of the LLC. Financial institutions, as shall be determined by
- 5.6 Banking. All funds of the LLC shall be deposited in the name of the LLC in one or More accounts with one or more financial institutions as shall be determined by The member
- 5.7 Compliance. The affairs of the LLC shall be managed in all respects so as to maintain The Limited Liability status of the LLC and its federal taxation as a disregarded entity (or,) if an additional member or members are later admitted , as a partnership, Unless and until the member(s) agree by resolution to be taxed as a corporation. Any other resolution or action of the member(s) which alters or jeopardizes the LLC's status as a limited liability company, or as a disregarded entity or partnership for purposes of federal taxation, is void and without effect. And unless otherwise agreed in writing, the member(s) shall immediately take steps to correct any such resolution or action.

ARTICLE VI: TRANSFER OF OWNERSHIP

- 6.1 Withdrawal. The member may withdraw from the LLC at any time by giving written Notice to the LLC no less thirty (30) calendar days prior to the effective date of Such withdraw. Withdraw shall not relieve the member of any Obligations or liabilities incurred under this Agreement prior to the effective date Of such withdraw
- 6.2 Triggering Events. Immediately upon the death or incapacity of the individual Member , or the dissolution , merger, reorganization, or winding up of the Corporate member, the member shall have been deemed to withdraw in Accordance with section 6.1
- 6.3. Marital Dissolution. Notwithstanding any other provision of this agreement, if in Connection with divorce or dissolution of the marriage of the member, any court issues a decree or order that transfers, awards or confirms an membership interest, or any part thereof, to the member's spouse, the member shall have rights to purchase from his former spouse the membership interest , or any part thereof, that was so transferred, and such former spouse shall sell the membership interest to the member at the price set forth in this Article 6. If the member has failed to purchase hereunder within ninety (90) calendar days after the court's decree or order, then the remaining members if any, shall have the option to purchase from the former spouse the membership interest, or any part thereof, at the same price, upon notice, within ninety (90) calendar days.
- 6.4 interested member. No member shall participate in any vote or decision in any Manner pertaining to the disposition of that members membership interest in The LLC under this agreement, unless he is the sole member of the LLC
- 6.5 purchase price. The purchase price of any membership interest subject to an option shall be the fair market value of such membership interest as determined by the mutual agreement of the seller and the purchasing parties

ARTICLE VII: DISSOLUTION AND WINDING UP

- 7.1 dissolution. the LLC shall be dissolved upon the first to occur, either the written Consent of the member to dissolve the LLC or entry of a judicial dissolution pursuant To applicable law.
- 7.2 winding up. Upon the dissolution of the LLC, the LLC shall engage in no further business other than that necessary to expeditiously and efficiently wind up the business and affairs of the LLC. The Member(s) who has not wrongfully dissolved there LLC shall participate in the winding up of the LLC. The Member(s) winding up the LLC shall given written notice of the same to all of the other Member(s) of the LLC, if any, and to all known creditors of, and claimants against, the LLC. After paying or adequately proving for the payment of all known debts of the LLC (except debts owed to the Member(s)), the remaining assets of the LLC shall be distributed in the following order of priority: (a) to pay the expenses of the dissolution of wind up; (b) to repay outstanding loans to Member(s), pro rata in proportion to Membership Interests if remaining assets are insufficient to repay all loans, together with accrued interest thereon; and the (c) to the Member(s)
- 7.3 Deficits
The sole recourse of the Member(s) for the return of the Member's investment in the LLC shall be the assets of the LLC, and, if the LLC assets remaining following the payment or discharge of the debts and liabilities of the LLC are insufficient to provide for the return of the investment to the Member, the Member shall have no recourse against any other Member(s) for indemnification, contribution, or reimbursement, except to the extent that any such Member has failed contribution, or reimbursement, except to the extent that any such Member has failed to fulfill his Capital Contribution obligations

Article VII: RECORDS

- 8.1 Records.
complete books and records of the LLC and its business shall be kept at the LLC's Principal Office, all of which shall be available for inspection and copying by the Member(s) or his authorized representatives at his own expense during normal business hours. Such records shall include, without limitation, this Agreement; all documents filed with, received from, and correspondence with, the Secretary of the State, the Internal Revenue Service, and state or local taxation authorities; the Capital Account and profit, loss, and other credit/deduction allocations of the Member(s); financial statement; and bank account statements.
- 8.2 Accounting. The books of the LLC shall be kept on the cash method of accounting. The fiscal year of the LLC shall be the calendar year.
- 8.3 Income Tax Returns. Within ninety (90) calendar days after the end of each taxable year, the LLC shall provide to the Member all information necessary for the Member to complete his federal, state, and local tax returns, along with copies of the LLC's federal,

state and local tax returns, along with copies of the LLC's federal, state, and local income and sales/use tax or information returns for the year.

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ARTICLE VIII: ARBITRATION

9.1 Arbitration.

Any dispute concerning this Agreement, the Member(s), or the LLC that cannot be resolved through good-faith negotiation shall be resolved by arbitration in accordance the Commercial Arbitration Rules of the American Arbitration Association in the County of clay, State Florida, . Any Member may commence arbitration by sending a written demand to the other party (s) *such parties cannot agree on an arbitrator*, any party may apply to a court to appoint one. The cost of the such arbitration shall initially be borne equally by the parties, but the parties shall at the outset request of the arbitrator that the prevailing party be awarded all of the costs and expenses of arbitration, including reasonable attorneys' fees, and that the arbitrator *determine the prevailing party for this purpose, or the lack thereof*, in which case each party shall bear their own costs, expenses, and attorney's fees. The determination(s) of the arbitrator shall be final, binding, and conclusive on all parties. Judgment thereon may be entered by any party in any court of competent jurisdiction.

9.2 Choice of Law.

The arbitrator of any dipute herunder shall apply the substantive law of the State of the United States of America.

ARTICLE IX: GENERAL PRIVISIONS

10.1 Notices.

Any and all notices or other communications required or permitted by the Agreement or by law to be served on or given to any party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to the party at their address of record. Any Member may change his address of record by written notice to the LLC. The address of record of the LLC shall be its Principal Office.

10.2 Headings.

The headings in this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part of the Agreement.

10.3 Pronouns.

Whenever context and meaning may require in the Agreement, the singular shall include the plural, the plural shall include the singular and the neuter gender shall include the male, the female, and the firm, company corporation, or trust.

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10.4 counterparts

This Agreement may be executed in any number of counterparts, or on facsimile copies, each of which shall constitute or original and which taken together shall constitute on single legal document.

10.5 Benefit.

This Agreement shall be binding upon and inure to the benefit of the Members and their heirs, personal representatives, and permitted successors and assigns.

10.6 Waiver.

The waiver of any breach, item, provision, term, covenant, and/or condition of the Agreement by any Member or by the LLC shall not constitute of continuing waiver or a waiver of any subsequent breach either of the same or of any other additional different provision, term, covenant, or provision.

10.7 Interpretation.

If any provisions of the Agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement and the application of such provisions to the other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

10.8 Further Assurance.

The parties to the Agreement shall promptly execute and deliver any all additional documents, instrument, notices, and other assurances, and shall do any and all other acts and things reasonable necessary in connection with the performance of their respective obligations hereunder and to carry out the intent of parties.

10.9 Integration.

This Agreement contains the entire understanding among the parties hereto and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representations, agreement, arrangement, or understanding, oral or written, between and among the parties hereto relation to the subject matter of this Agreement which are not fully expressed herein.

SCHEDULE A:
MEMBERSHIP INTEREST

Member

James Cromey JAMES CROMEY

Contribution(s) \$20,000

Membership interest 100%