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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

K. SALLY  
EXAMINER  
APR 21 2011

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT:** FRANGO STUDIOS 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:

DAVID C. WILSON  
Name of Person

FRANGOS STUDIOS LLC  
Firm/Company

1905 NW 7<sup>th</sup> LANE  
Address

GAINESVILLE, FLORIDA 32603  
City/State and Zip Code

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

For further information concerning this matter, please call:

DAVID C. WILSON at (352) 377-5250  
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 - Name:

The name of the Limited Liability Company is:

FRANGO STUDIOS LLC  
(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

## ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

### Principal Office Address:

1905 NW 7<sup>th</sup> LANE  
GAINESVILLE  
FLORIDA 32603

### Mailing Address:

1905 NW 7<sup>th</sup> LANE  
GAINESVILLE  
FLORIDA 32603

## ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

DAVID C. WILSON  
Name  
1905 NW 7<sup>th</sup> LANE  
Florida street address (P.O. Box **NOT** acceptable)  
GAINESVILLE, FL 32603  
City, State, and Zip

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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 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 as provided for in Chapter 608, F.S.*

David C. Wilson  
Registered Agent's Signature (REQUIRED)

(CONTINUED)

**ARTICLE IV- Manager(s) or Managing Member(s):**

The name and address of each Manager or Managing Member is as follows:

**Title:**

"MGR" = Manager

"MGRM" = Managing Member

**Name and Address:**

MGRM

MICHAEL BARNSEY  
101 RIVETT STREET  
HACKETT, ACT 2602 AUSTRALIA

MGRM

LOUISA BARNSEY  
101 RIVETT STREET  
HACKETT, ACT 2602 AUSTRALIA

MGRM

GREGORY WILSON  
1603 WOOD DUCK DRIVE  
WINTER SPRINGS, FL 32708

MGRM

DAVID C. WILSON  
1905 NW 2<sup>ND</sup> LANE  
GAINESVILLE, FL 32603

(Use attachment if necessary) (SEE ATTACHED SHEET)

**ARTICLE V: Effective date, if other than the date of filing: \_\_\_\_\_ . (OPTIONAL)**

**(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)**

**REQUIRED SIGNATURE:**

David C. Wilson

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

DAVID C. WILSON

Typed or printed name of signee

**Filing Fees:**

**\$125.00 Filing Fee for Articles of Organization and Designation  
of Registered Agent**

**\$ 30.00 Certified Copy (Optional)**

**\$ 5.00 Certificate of Status (Optional)**

# ARTICLE IV (CONTINUED)

MGRM

NEVILLE SYMTHE  
2/37 DOMINION CIRCUIT  
FOREST, ACT 2603 AUSTRALIA

MGRM

BRENDAN HARDING  
21A TARDENT STREET  
DOWNER, ACT 2602 AUSTRALIA

## LIMITED LIABILITY COMPANY MEMBER-MANAGED OPERATING AGREEMENT OF

Frango Studios LLC

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THIS AGREEMENT is made effective as of April 25, 2011 among the member(s) and the company.

**1. Formation.** A limited liability company of the above name has been formed under the laws of the state of Florida by filing articles of organization with the secretary of state. The purpose of the business shall be to carry on any activity which is lawful under the jurisdiction in which it operates. The company may operate under a fictitious name or names as long as the company is in compliance with applicable fictitious name registration laws. The term of the company shall be perpetual or until dissolved as provided by law or by vote of the member(s) as provided in this agreement. Upon dissolution the remaining members shall have the power to continue the operation of the company as long as necessary and allowable under state law until the winding up of the affairs of the business has been completed.

**2. Members.** The initial member(s) shall be listed on Schedule A, which shall accompany and be made a part of this agreement. Additional members may be admitted to membership upon the unanimous consent of the current members. Transfer or pledge of a member's interest may not be made except upon consent of all members.

**3. Contributions.** The initial capital contribution(s) shall be listed on Schedule A. No member shall be obligated to contribute any more than the amount set forth on Schedule A unless agreed to in writing by all of the members and no member shall have any personal liability for any debt, obligation or liability of the company other than for full payment of his or her capital contribution. No member shall be entitled to interest on the capital contribution. Member voting rights shall be in proportion to the amount of their contributions.

**4. Profit and Loss.** The profits and losses of the business, and all other taxable or deductible items shall be allocated to the members according to the percentages on Schedule A. Distributions of profits can be made to the member(s) at any time and in any amount, except where prohibited by law.

**5. Distributions.** The company shall have the power to make distributions to its members in such amounts and at such intervals as a majority of the members deem appropriate according to law.

**6. Management.** The limited liability company shall be managed by its members listed on Schedule A, which shall accompany and be made a part of this agreement. Any member may bind the company in all matters in the ordinary course of company business. In the event of a dispute between members, final determination shall be made with a vote by the members, votes being proportioned according to capital contributions.

**7. Registered Agent.** The company shall at all times have a registered agent and registered office. The initial registered agent and registered office shall be listed on Schedule A.

**8. Assets.** The assets of the company shall be registered in the legal name of the company and not in the names of the individual members.

**9. Records and Accounting.** The company shall keep an accurate accounting of its affairs using any method of accounting allowed by law. All members shall have a right to inspect the records during normal business hours. The members shall have the power to hire such accountants as they deem necessary or desirable.

**10. Banking.** The members of the company shall be authorized to set up bank accounts as in their sole discretion are deemed necessary and are authorized to execute any banking resolutions provided by the institution in which the accounts are being set up.

**11. Taxes.** The company shall file such tax returns as required by law. The company shall elect to be taxed as a majority of the members decide is in their best interests. The "tax matters partner," as required by the Internal Revenue Code, shall be listed on Schedule A.

**12. Separate Entity.** The company is a legal entity separate from its members. No member shall have any separate liability for any debts, obligations, or liability of the company except as provided in this agreement.

13. **Indemnity and Exculpation.** The limited liability company shall indemnify and hold harmless its members, managers, employees, and agents to the fullest extent allowed by law for acts or omissions done as part of their duties to or for the company. Indemnification shall include all liabilities, expenses, attorney and accountant fees, and other costs reasonably expended. No member shall be liable to the company for acts done in good faith.

14. **Meetings.** The members shall have no obligation to hold annual or any other meeting, but may hold such meetings if they deem them necessary or desirable.

15. **Amendment of this Agreement.** This agreement may not be amended except in writing signed by all of the members.

16. **Conflict of Interest.** No member shall be involved with any business or undertaking which competes with the interests of the company except upon agreement in writing by all of the members.

17. **Deadlock.** In the event that the members cannot come to an agreement on any matter the members agree to submit the issue to mediation to be paid for by the company. In the event the mediation is unsuccessful, they agree to seek arbitration under the rules of the American Arbitration Association.

18. **Dissociation of a Member.** A member shall have the right to discontinue membership upon giving thirty days notice. A member shall cease to have the right to membership upon death, court-ordered incapacity, bankruptcy or expulsion. The company shall have the right to buy the interest of any dissociated member at fair market value.

19. **Dissolution.** The company shall dissolve upon the unanimous consent of all the members or upon any event requiring dissolution under state law. In the event of the death, bankruptcy, permanent incapacity, or withdrawal of a member the remaining members may elect to dissolve or to continue the operation of the company.

20. **General Provisions.** This agreement is intended to represent the entire agreement between the parties. In the event that any party of this agreement is held to be contrary to law or unenforceable, said party shall be considered amended to comply with the law and such holding shall not affect the enforceability of other terms of this agreement. This agreement shall be binding upon the heirs, successors, and assigns of the members.

21. **Miscellaneous.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS whereof, the members of the limited liability company sign this agreement and adopt it as their operating agreement this \_\_\_\_\_ day of \_\_\_\_\_.

<u>Michael F. Barnsley</u>	<u>(N. Smith)</u>
<u>T.B. Harding</u> (BRENDAN HARDING)	<u>Gregory A. Wilson</u>
<u>Louisa Barnsley</u> (LOUISA BARNSELEY)	<u>David C. Wilson</u> (DAVID C. WILSON)

**SCHEDULE A**  
**TO LIMITED LIABILITY COMPANY**  
**OPERATING OR MANAGEMENT AGREEMENT OF**  
Frango Studios LLC

1. Initial member(s): The initial member(s) are:

Michael Barnsley, Louisa Barnsley, David C. Wilson, Gregory Wilson, Brendan Harding, Neville Symthe

2. Capital contribution(s): The capital contribution(s) of the member(s) is/are:

Michael Barnsley	\$300.00
Louisa Barnsley	\$100.00
David C. Wilson	\$100.00
Gregory Wilson	\$300.00
Brendan Harding	\$100.00
Neville Symthe	\$100.00

3. Profits and losses: The profits, losses, and other tax matters shall be allocated among the members in the following percentages:

Michael Barnsley	30%
Louisa Barnsley	10%
David C. Wilson	10%
Gregory Wilson	30%
Brendan Harding	10%
Neville Symthe	10%

4. Management: The company shall be managed by:

Michael Barnsley, Louisa Barnsley, David C. Wilson, Gregory Wilson, Brendan Harding, Neville Symthe

5. Registered Agent: The initial registered agent and registered office of the company are:

David C. Wilson  
1905 NW 7th Lane  
Gainesville, Florida 32603  
1-352-377-5250

6. The tax matters partner is:

Not Applicable