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EXAMINER

# Articles of Organization of the Kelley Management, LLC

# A Florida Limited Liability Company

#### Section 1.01 Name

The name of the limited liability company, referred to as the "Company", is:

Kelley Management, LLC

#### Section 1.02 Duration

The Company shall exist for a perpetual duration from the date of filing these Articles of Organization with the Secretary of State of the State of Florida, unless dissolved according to law.

## Section 1.03 Objects and Purposes

The nature of the business and the objects and purposes to be transacted, promoted or carried on, and for which the Company is organized, are as follows: to carry on and engage in and conduct any lawful business or investment activities, and exercise all of the powers, rights and privileges which a limited liability company organized under the Act may have and exercise.

# Section 1.04 Principal Place of Business

The principal place of Business of the Company is:

Physical Address:

Mailing Address:

PMB 429, Unit #104 4044 W. Lake Mary Blvd. Lake Mary, FL 32746-2012 PMB 429, Unit #104 \$\overline\$ 4044 W. Lake Mary Blvd. Lake Mary, FL 32746-2012

# Section 1.05 Registered Agent and Registered Office

The name of the initial registered agent is Charles D. Wilder and the original registered addresses are as follows:

Kelley Management, LLC, A Florida Limited Liability Company Estate Planning and Legacy Law Center, PLC 159 Lookout Place, Suite 101 Maitland, FL 32751

I, Charles D. Wilder, a natural person and resident of 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.

Dated:

, 2011.

Charles D. Wilder, Registered Agent

#### Section 1.06 Additional Contributions

Additional contributions to the Company shall be made at such times and in such amounts as may be provided in the Operating Agreement.

#### Section 1.07 Additional Members

The Company shall have the right to admit additional Members to the Company in accordance with the terms and conditions of the Company's Operating Agreement. Any Member who is subsequently admitted as a Member of the Company shall have all of the rights and obligations of a Member under the Operating Agreement. Any transferee of a Member's Interests in the Company shall be treated as an Assignee until such time as that transferee is admitted as an Additional or Substitute Member, if ever, in accordance with the terms of the Operating Agreement.

#### Section 1.08 Continuation of Business

In the event of the death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy, of a Member, or the occurrence of an event, which terminates the continued membership of a Member in the Company, the remaining Members a Manager of the Company shall have the right to continue the business of the Company in accordance with the terms of the Operating Agreement. In the event that the remaining Members a Manager fail to continue the business of the Company in accordance with the terms of the Operating Agreement, the Company shall be dissolved and liquidated in accordance with the provisions of the Act and the Operating Agreement.

Kelley Management, LLC, A Florida Limited Liability Company The manner in which the Company conducts its business and affairs, the duties and authority of its Members a Manager and the rights and obligations of its Members and Mangers to the extent not expressly required by and provided for in the Act, shall be set forth in the Operating Agreement adopted by the initial Members a Manager of the Company. Said Operating Agreement may from time to time be amended in accordance with the provisions contained therein.

## Section 1.10 Management

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

Christopher E. Kelley, - MGR PMB 429, Unit #104 4044 W. Lake Mary Blvd. Lake Mary, FL 32746-2012

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# Section 1.11 Indemnification and Liability

The Company may, as determined by the Manager of the Company, indefinify and advance expenses to a Member, Manager, employee or agent of the Company in connection with any proceeding, to the extent permitted by and in accordance with applicable laws and statutes and the Act and the Operating Agreement of the Company.

## Section 1.12 Transferability of Interest

No interest in the Company may be transferred except as specifically set forth in the Operating Agreement of the Company.

Executed on July 3, 2011

Eoghan N. Kelley, Organize

(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.)

Kelley Management, LLC, A Florida Limited Liability Company