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04/19/12--01002--001 **55.00

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FILED
12 APR 17 PM 2:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

W12-18855



FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 4, 2012

STOVASH.CASE.TINGLEY
THE VUE AT LAKE EOLA
220 NORTH ROSALIND AVE
ORLANDO, FL 32801

SUBJECT: BROOKS DESIGN STUDIO, LLC
Ref. Number: W12000018855

We have received your document for BROOKS DESIGN STUDIO, LLC and check(s) totaling \$70.00. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$55.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6051.

Gina McLeod
Regulatory Specialist II

Letter Number: 312A00011016



STOVASH • CASE • TINGLEY
A t t o r n e y s

ROBERT J. STOVASH
ROBERT I. CASE
AMY S. TINGLEY
J. SCOTT HUDSON
SCOTT A. LIVINGSTON
RACHEL E. SCHERWIN
MICAH M. RIPLEY
ANA C. FRANCOLIN
TARA S. PELLEGRINO
M. KATHRYN SMITH
DANA A. SNYDERMAN
PEYTON H. KEATON, IV

OF COUNSEL

EDWARD R. ALEXANDER, JR.

March 30, 2012

Secretary of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Articles of Organization for Brooks Design Studio, LLC

Dear Sir/Madam:

Enclosed please find: (A) the original signed articles of organization for Brooks Design Studio, LLC; and (B) a check in the amount of \$70.00, to cover the filing fee. Please file the articles of organization and send notification of same to the address below.

If you have any questions or need further information, please call me at (407) 316-0393, thank you for your assistance.

Very truly yours,

M. Kathryn Smith, Esquire

Enclosures.

**ARTICLES OF ORGANIZATION
OF
BROOKS DESIGN STUDIO, LLC**

a Florida Limited Liability Company

FILED
12 APR 17 PM 2:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Article I. Name.

The name of this limited liability company (the "Company") is:

BROOKS DESIGN STUDIO, LLC

Article II. Principal & Mailing Address.

The mailing and principal address of the Company shall be: 124 Bridgeway Circle, Longwood, FL 32779.

Article III. Business Purpose and Powers.

The purpose of the Company's operations shall be any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with §608.403 of the Florida Limited Liability Company Act, and the Company shall have all the powers granted a limited liability company under the laws of the State of Florida, in accordance with §608.404, of the Florida Limited Liability Company Act. From time to time the Members may provide for a specific business purpose or purposes of the Company and may limit the powers of the Company in the operating agreement of the Company (the "Operating Agreement").

Article IV. Management.

Section 4.01 Management of the Company's business and affairs shall be vested in a Board of Managers. Managers may, but need not be, members of the Company.

Section 4.02 As of the date of the filing of these Articles of Organization, the number of Managers of this Company shall be at least two (2). The initial members of the Company shall be Donna Brooks and Angela Brooks.

Section 4.03 The number of Managers may be either increased or decreased from time to time by the Members in accordance with the Operating Agreement, but there shall always be at least one Manager.

Section 4.04 Managers, as such, shall receive such compensation for their services, if any, as may be set by the Board of Managers at any annual or special meeting thereof. The Board of Managers may authorize and require the payment of reasonable expenses incurred by Managers in attending meetings of the Board of Managers.

Section 4.05 Nothing in this Article shall be construed to preclude the Managers from serving the Company in any other capacity and receiving compensation therefore.

Section 4.06 Except as set forth in the Operating Agreement, any Manager may be removed from office by the holders of a majority of the membership interests entitled to vote thereon at any annual or special meeting of the Members of this Company, for any cause deemed sufficient by such Members or for no cause.

Section 4.07 Except as set forth in the Operating Agreement, in case one or more vacancies shall occur in the Board of Managers by reason of death, resignation or otherwise, the vacancies shall be filled by the Members of this Company at their next annual meeting or at a special meeting called for the purpose of filling such vacancies; provided, however, any vacancy may be filled by the remaining Managers until the Members have acted to fill the vacancy.

Article V. Operating Agreement.

The Members may, from time to time, adopt, amend, alter and repeal the Operating Agreement by that percentage vote of the Members, by membership interest, set forth in the Operating Agreement or, in the absence thereof, by eighty percent (80%), provided, however: (A) the Operating Agreement and all replacements, amendments and alterations thereto shall, in all cases, be in writing; and (B) no amendment requiring an additional capital contribution from any member(s) shall be valid without the written approval of each such member(s).

Article VI. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property.

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company only if they are executed by the Managers; provided, however, the Managers may, in accordance with these Articles of Organization and the Operating Agreement, elect one Manager to execute such documents.

Article VII. Meetings of the Members.

Annual and special meetings of the Members shall be held at such time as may be stated or fixed in accordance with the Operating Agreement, but in no event less than every thirteen months. Failure to hold the annual meeting shall not work as a forfeiture or dissolution of the Company.

Article VIII. Voting.

Except as set forth in the Operating Agreement, which may grant to all or a special group of Members the right to consent, vote or agree on a per capita or other basis upon any matter, the Members shall vote in accordance with their membership interest in the Company. Except as set forth in the Operating

Agreement, the membership interest of a Member at any time means the capital account of such member divided by the capital accounts of all Members, excluding the capital accounts of the transferees and assignees of any Member who have not been admitted as a Member in accordance with Article XI. Unless the Operating Agreement provides otherwise, a Member may vote by proxy or in person.

Unless otherwise provided in these Articles of Organization or the Operating Agreement, a majority of the Members, by membership interest, entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members, by membership interest, represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by these Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

Article IX. Action by Members without a Meeting.

Unless the Operating Agreement provides otherwise, any action required by law, the Operating Agreement, or the Articles of Organization of the Company to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Members, by membership interest, having not less than a minimum interest in the Company that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. If any class of Members is entitled to vote thereon as a class, such written consent shall be required of the Members, by membership interest, of each class of Members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

Article X. Liability of Members and Indemnification.

Section 10.01 A Member is liable to the Company only for the difference between the amount of the Member's contributions to capital which have been actually made and the amount, if any, which is stated in these Articles of Organization, the Operating Agreement or any other contract to which such Member is a party and pursuant to which such a Member is obligated to make the contribution, whether currently due or arising in the future.

Section 10.02 The Members shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the company.

Section 10.03 The Company shall indemnify against any liability incurred in any proceeding in which any individual or entity is made a party to the proceeding because he, she or it is or was a manager or member if:

- (A) He or she or it's managing body acted and conducted himself/herself in good faith;
- (B) He or she or it's managing body reasonably believed:
 - (1) in the case of conduct in his, her or its official capacity, that such conduct was in the best interest of the Company; or
 - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the Company; and
- (C) in the case of any criminal proceeding, he or she had no reasonable cause to believe that this conduct was unlawful.

Section 10.04 The Company shall advance the reasonable expenses incurred by a manager or member who is a party to a proceeding if:

- (A) such manager or member furnishes the Company with a written affirmation of his, her or its good-faith belief that he, she or it has met the standard of conduct required for indemnification;
- (B) such manager or member furnishes the Company with a written undertaking, executed personally by him, her or it, or on his, her or its behalf, to repay the advance if it is determined that he, she or it did not meet such standard of conduct; and
- (C) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Section 10.05 The Company shall indemnify each manager or member who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he, she or it was a party, against reasonable expenses incurred by him, her or it in connection with the proceeding.

Section 10.06 A manager or member who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

Article XI. Admission of a New Member.

A person or entity may be admitted as a Member only upon the percentage vote of the Members, by membership interest, set forth in the Operating Agreement or, in the absence thereof, by eighty percent (80%). As a condition precedent to being admitted as a Member, such person or entity shall make a capital contribution in the amount determined by the Board of Managers and enter and become bound by the then current Operating Agreement.

Article XII. Transferability of Member's Interest and Withdrawal.

The interests of the Members of the Company may be transferred or assigned only as provided in the Operating Agreement. A transferee or assignee of a Member shall have no right to participate in the management of the Company or to become a Member unless the percentage of Members required by the

Operating Agreement or these Articles of Organization to admit a new member, without regard to the vote of the Member seeking to make the transfer or assignment, approves of the proposed transfer or assignment at a membership meeting. Unless approved in the foregoing manner, a transferee or assignee of a Member's interest shall only be entitled to receive the economic interest to which the transferring or assigning Member would otherwise be entitled.

No Member shall be entitled to withdraw from the Company except as may be expressly set forth in the Operating Agreement.

Article XIII. Registered Agent and Registered Office.

The initial registered agent of the Company is Stovash, Case & Tingley, P.A., and the initial registered office of the Company is 220 N. Rosalind Avenue, Orlando, FL 32801.


IN WITNESS WHEREOF, the undersigned Member has executed these Articles of Organization this ___ day of March, 2012.


Donna Brooks, Managing Member

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned is familiar with the obligations of the registered agent and hereby accepts the appointment to serve as Registered Agent of Brooks Design Studio, LLC.

Stovash, Case & Tingley, P.A.


Robert I. Stovash, President

AGREEMENT TO ACT AS REGISTERED AGENT

THIS AGREEMENT is made this ____ day of March, 2012 (the "Effective Date"), between Stovash, Case & Tingley, P.A., a Florida professional association ("Law Firm"), whose address is 220 N. Rosalind Ave., Orlando, FL 32801, and Brooks Design Studio, LLC, a to-be-formed Florida limited liability company (the "Company"), whose address is 124 Bridgeway Circle, Longwood, FL 32779. The Company's manager's telephone number is 407-492-7690.

BACKGROUND

The Florida Business Limited Liability Company Act requires that a Registered Agent be present and available within the State of Florida to facilitate the service of process upon Florida limited liability companies. The Company has requested that Law Firm act as its Registered Agent and Law Firm is willing to do so on and in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above stated premises the undersigned hereby agree as follows:

1. The term of this Agreement (the "Term") shall commence on the later of: (A) the Effective Date; or (B) the filing of the articles of organization for the Company; and continue until terminated in accordance herewith. Either party may terminate this Agreement at any time by written notice to the other.
2. During the Term, the Company may identify Law Firm as the Company's registered agent in Florida and, if Law Firm is so identified, shall designate the then current office of Law Firm (currently 930 Woodcock Road, Suite 223, Orlando, FL 32803) as its registered office, on the Company's filings with the Secretary of State of Florida and pursuant to the requirements of the applicable Florida Statutes.
3. Law Firm's sole duty and obligation to Company hereunder shall be to:
 - (A) give written notice to the Company by first class mail at the address of the Company after Law Firm's actual receipt of any service of process, notice or demand on the Company made pursuant to applicable Florida Statutes; and
 - (B) place a telephone call to the Company's Managing Member (or in his or her absence any other officer or manager of the Company) at the number shown in Law Firm's records for further instructions pertaining to the service of process.

Without limiting the foregoing, Law Firm's obligations under this Section 3 shall not apply to any constructive notice or to the constructive receipt of any of the foregoing. As of the Effective Date, the address of the Company and the telephone number of the Company's manager are those first set forth above. Such address and telephone number shall be and remain the address and telephone number of the Company unless and until changed in accordance with Section 9.

4. THE COMPANY EXPRESSLY UNDERSTANDS AND AGREES THAT WITHOUT A WRITTEN SIGNED AGREEMENT ENGAGING LAW FIRM AS THE COMPANY'S ATTORNEY FOR A SPECIFIC MATTER, NOTICE, ACTION, COMPLAINT, DEMAND, ABRITRATION, MEDIATION OR LAWSUIT (COLLECTIVELY "LAWSUIT") AND LAW FIRM'S ACCEPTANCE OF SUCH ENGAGEMENT, LAW FIRM IS NOT BEING, AND HAS NOT BEEN, ENGAGED OR RETAINED AS COUNSEL TO REPRESENT COMPANY FOR ANY LAWSUIT WHICH LAW FIRM RECEIVES AS REGISTERED AGENT FOR THE COMPANY. WITHOUT LIMITING THE ABOVE, LAW FIRM WILL NOT HAVE ANY DUTY OR OBLIGATION WHATSOEVER TO UNDERTAKE ANY ACTION CONCERNING ANY LAWSUIT AND, IN PARTICULAR, NO DUTY

OR OBLIGATION TO PREVENT A DEFAULT JUDGMENT FROM BEING ENTERED AGAINST THE COMPANY. Company recognizes that if it does not timely respond to a Lawsuit, a default judgment may be entered against it.

5. The Company hereby expressly authorizes Law Firm to release any and all information which a registered agent may be authorized or required to release or provide to any person or entity under Florida Statutes, as amended from time to time, as determined in Law Firm's sole opinion and notwithstanding instructions to the contrary from the Company. On or within three (3) days of Law Firm's written request or at such other time(s) as may be designated in such request, the Company shall provide Law Firm with such testimony, information and records as Law Firm deems it is required to provide to a third party under this Section, including, without limitation, in the event a subpoena issued by the Department of Legal Affairs is served upon Law Firm as Registered Agent for the Company. Company hereby expressly acknowledges that its failure to comply with the foregoing may result in the imposition of sanctions and penalties as detailed in Florida Statutes. Pursuant to Florida Statutes, the Company expressly waives any privilege that might otherwise attach to communications with respect to the testimony, information and records required to be produced or provided pursuant to Florida Statutes.

6. Notwithstanding the inability or failure of Law Firm to give actual notice to the Company in accordance with Sections 3 or 5, the Company hereby expressly agrees to hold harmless and indemnify Law Firm from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature, including reasonable attorney's fees (pretrial, trial and appellate) incurred or suffered by Law Firm which arise out of or are related to Law Firm performing its duties hereunder, including, without limitation, for making any disclosure or for refusing to make any such disclosure, so long as Law Firm acts in good faith to undertake its obligations pursuant to Section 3. Furthermore, the reasonable attorney's fees (pretrial, trial and appellate) referenced above in this Section need not be paid to a third party, but may become due and payable for legal services rendered by Law Firm to Law Firm concerning or relating to this Agreement and Law Firm's rights, duties and obligations hereunder. The amounts becoming due under this Section 6, from time to time, shall be promptly paid by the Company as billed by Law Firm and no final adjudication shall be required before payment shall be due and payable hereunder. The Company hereby grants Law Firm a retaining lien on all documents or other property of the Company in Law Firm's possession, as security for the payments due under this paragraph.

7. Company shall at all times promptly notify Law Firm of any changes to the address or telephone number to be used by Law Firm in undertaking its obligations under Section 3 and making the requests contemplated by Section 5. Upon failure to comply with the foregoing, Law Firm may, in its sole discretion, resign as Registered Agent for the Company. Law Firm may, in its sole discretion, resign as Registered Agent for the Company upon: (A) Company's failure to pay any amounts due from Company to Law Firm within thirty (30) days of the invoice date; or (B) the return by the U.S. Postal Service of any invoice or other notices or communications sent by Law Firm to Company, indicating that the whereabouts of the addressee is unknown; or (C) Company's failure to file annual reports with the Department of State as required by the applicable Florida Statutes; or (D) Company's failure to meet its obligations under Section 5.

8. Notwithstanding Law Firm's resignation as Registered Agent, the Company's obligations under Sections 5 and 6 and the provisions of Section 9 shall survive and continue in full force and effect.

9. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given

upon: (A) actual delivery if hand delivered; (B) the next business day after transmission by overnight express courier service (e.g., FedEx), freight prepaid to the address for such party set forth herein; or (C) five (5) business days after being sent by certified United States mail, return receipt requested, postage prepaid, to the address for such party set forth herein. Either party may change its address for notices in the manner set forth herein.

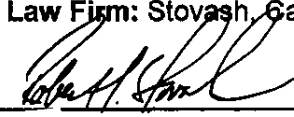
10. The initial fee due to Law Firm from Company for serving as the Company's Registered Agent for a period of one (1) year from the filing of acceptance as Registered Agent with the Florida Secretary of State shall be ZERO Dollars (\$0.00). A renewal fee of ZERO Dollars (\$0.00) shall be due at the anniversary of filing each year thereafter, which fee may change from time to time upon thirty days advance notice from Law Firm. Fees shall be earned upon payment and are nonrefundable. Once paid the fee hereunder entitle the Company to one (1) year of service by Law Firm as the Florida Registered Agent for the Company unless there is a prior termination of this Agreement. Regardless of when the renewal fees are paid by Company, the periods of the services to be rendered hereunder shall commence on the anniversary of the initial filing and on the same day each renewal year thereafter and shall terminate three hundred sixty-five (365) days from said date. Legal services rendered by Law Firm to Law Firm in acting as the Company's Registered Agent will be in addition to the above-described fees and will be billed at the current hourly rate of the attorney or paralegal rendering such services. Costs, such as mailing, photocopying, filing fees, and long distance telephone expenses, will be in addition to the above-described fees. If on request of Company or on non-renewal of this Agreement, Law Firm shall file a resignation with the Secretary of State of Florida, such filing fees shall be paid by Company or reimbursed to Law Firm if paid by Law Firm on Company's behalf.

IN WITNESS WHEREOF, this Agreement is hereby executed on the ____ day of March, 2012.

Company: Brooks Design Studio, LLC

Law Firm: Stovash, Gase & Tingley, P.A.


Donna Brooks, Managing Member


Robert J. Stovash, President