

L12000097669

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

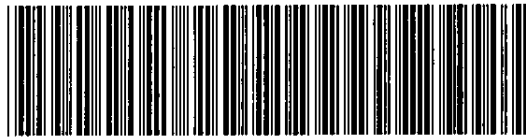
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2012 JUL 13 AM 11:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
12 JUL 27 AM 9:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N. Gulligan JUL 16 2012

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

GRUBBS EMERGENCY SERVICES, LLC

Signature _____

Requested by: SETH

07/13/12

Name

Date

Time

Walk-In _____

Will Pick Up _____

____ Art of Inc. File _____
____ LTD Partnership File _____
____ Foreign Corp. File _____
____ ✓ L.C. File _____
____ Fictitious Name File _____
____ Trade/Service Mark _____
____ Merger File _____
____ Art. of Amend. File _____
____ RA Resignation _____
____ Dissolution / Withdrawal _____
____ Annual Report / Reinstatement _____
____ Cert. Copy _____
____ ✓ Photo Copy _____
____ Certificate of Good Standing _____
____ Certificate of Status _____
____ Certificate of Fictitious Name _____
____ Corp Record Search _____
____ Officer Search _____
____ Fictitious Search _____
____ Fictitious Owner Search _____
____ Vehicle Search _____
____ Driving Record _____
____ UCC 1 or 3 File _____
____ UCC 11 Search _____
____ UCC 11 Retrieval _____
____ Courier _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 16, 2012

CAPITAL CONNECTION, INC.
SETH

SUBJECT: GRUBBS EMERGENCY SERVICES, LLC
Ref. Number: W12000037457

We have received your document for GRUBBS EMERGENCY SERVICES, LLC and your check(s) totaling \$200.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable because it is the same as or not distinguishable from an existing entity. If the principals are the same in both entities, please send a letter or affidavit advising us of this association, along with your articles so that we may complete the filing process.

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.

Neysa Culligan
Regulatory Specialist II

Letter Number: 712A00018808

CONSENT TO USE OF ENTITY NAME

TO THE STATE OF FLORIDA
DIVISION OF CORPORATIONS

FILED
12 JUL 27 AM 9: 58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RE: PROPOSED FORMATION OF GRUBBS EMERGENCY SERVICES, LLC,
a Florida limited liability company

TO WHOM IT MAY CONCERN:

I, JOHN G. GRUBBS, as Sole Officer and Director of Grubbs Emergency Services, INC, a Florida Corporation, hereby consent to the use of the entity name of GRUBBS EMERGENCY SERVICES, LLC, to be formed as a Florida Limited Liability Company.

DATED this 20 day of July, 2012.

GRUBBS EMERGENCY SERVICES, INC.

By: 

JOHN G. GRUBBS
Sole Officer and Director
20 S. Broad St.
Brooksville, FL 34601

SWORN TO AND SUBSCRIBED before me this 20 day of July, 2012 by JOHN G. GRUBBS as sole Officer and Director of GRUBBS EMERGENCY SERVICES, INC., a Florida corporation, who is personally known to me and who did take an oath.

KATIE E. GOFF
Notary Public, State of Florida
My Comm. Expires May 23, 2015
No. EE 98340


NOTARY PUBLIC Katie E. GOFF
My Commission Expires: May 23, 2015

FILED

CONSENT TO USE OF ENTITY NAME

12 JUL 27 AM 9: 58

TO THE STATE OF FLORIDA
DIVISION OF CORPORATIONS

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RE: PROPOSED FORMATION OF GRUBBS EMERGENCY SERVICES, LLC,
a Florida limited liability company

TO WHOM IT MAY CONCERN:

R VICTOR R. TAGLIA, as Managing Member of GRUBBS EMERGENCY SERVICES, LLC.,
a Wyoming Limited Liability Company authorized to do business in Florida, hereby
consent to the use of the entity name of GRUBBS EMERGENCY SERVICES, LLC, to be
formed as a Florida Limited Liability Company.

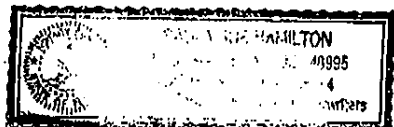
DATED this 26 day of July, 2012.

GRUBBS EMERGENCY SERVICES, LLC.,
a Wyoming Limited Liability Company
authorized to do business in Florida

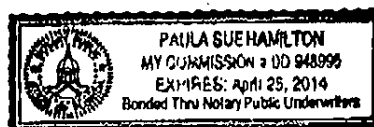
By: *[Signature]*

R VICTOR R. TAGLIA
Managing Member
801 S. Broad St.
Brooksville, FL 34601

SWORN TO AND SUBSCRIBED before me this 26 day of July, 2012 by VICTOR R.
TAGLIA as Managing Member of GRUBBS EMERGENCY SERVICES, LLC., a Wyoming Limited
Liability Company authorized to do business in Florida, who is personally known to me
and who did take an oath.



[Signature]
NOTARY PUBLIC
My Commission Expires:



**ARTICLES OF ORGANIZATION
OF
GRUBBS EMERGENCY SERVICES, LLC.**

FILED
12 JUL 27 AM 9: 58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company pursuant to Chapter 608, Florida Statutes, and otherwise under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I - NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be GRUBBS EMERGENCY SERVICES, LLC, and its principal office shall be located at 13365 W. Hillsborough Avenue, Tampa, Florida 33635, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II - PURPOSES AND POWERS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

- A. To engage in any activity or business authorized under the Florida Statutes.
- B. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
- C. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.
- D. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.
- E. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

F. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers. Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III - EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the managing member of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE IV - MANAGEMENT BY MANAGING MEMBERS

Management of this limited liability company is reserved to its managing members and members in accordance with the Operating Agreement, whose names and addresses are as follows:

TLH STORM, LLC
13365 W. Hillsborough Avenue
Tampa, FL 33635
Managing Member

BLACKHAWK SERVICES, LLC
5422 Bay Center Drive, Suite 200
Tampa, FL 33609
Member

JGG, LLC
17076 Helicopter Drive
Brooksville, FL 34604
Member

ARTICLE V - MEMBERSHIP RESTRICTIONS

A. Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

B. A member's interest in the limited liability company may not be sold or otherwise transferred except pursuant to the provisions of the Operating Agreement.

C. On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business pursuant to the provisions of the Operating Agreement.

ARTICLE VI - CAPITAL CONTRIBUTIONS

All capital contributions shall be paid to the limited liability company by the members in the proportionate share of their membership interest except as provided in the Operating Agreement. Additional contributions will be made only pursuant to the terms and conditions of the Operating Agreement.

ARTICLE VII - PROFITS AND LOSSES

A. Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled an share of the distributive profits of the company in proportion to their membership interest. The distributive share of the profits shall be determined and paid to the members in the manner set forth in the Operating Agreement.

B. Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, in such other manner as is set forth in the Operating Agreement.

ARTICLE VIII - EFFECTIVE DATE AND DURATION

The effective date of the commencement of this limited liability company shall be the date of its formation. This limited liability company shall exist until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

ARTICLE IX - INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 13365 W. Hillsborough Avenue, Tampa, Florida 33635 and the name of the company's initial registered agent at that address is TLH STORM, LLC.

The undersigned, being the original members of the limited liability company, certify that this instrument constitutes the Articles of Organization of GRUBBS EMERGENCY SERVICES, LLC.

Executed by the undersigned at Tampa, Hillsborough County, Florida on this 10th day of ^{April}~~March~~, 2012.

Managing Member:

TLH STORM, LLC.

By:


TORRENCE C. HUNT

As:

Managing Member of TLH STORM, LLC

Members:

BLACKHAWK SERVICES, LLC.

By:


MICHAEL R. CANNON

As:

Managing Member of BLACKHAWK SERVICES, LLC

JGG, LLC.

By:


JOHN G. GRUBBS

As:

Managing Member of JGG, LLC

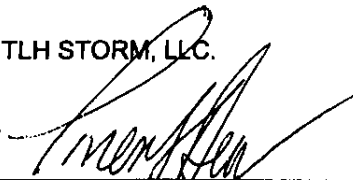
CONSENT OF REGISTERED AGENT

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.

Registered Agent:

TLH STORM, LLC.

By:


TORRENCE L. HUNT

As:

Managing Member of TLH STORM, LLC

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA