

L14006161048

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

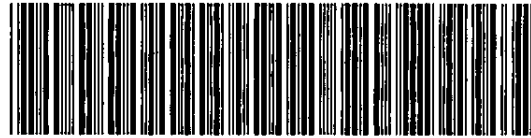
(Business Entity Name)

(Document Number)

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10/07/14--01022--021 **130.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

10 OCT 16 2014

225



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 13, 2014

JOHN HOFFMAN JR
11225 RANDOLPH SIDING RD
JUPITER, FL 33478-6107

SUBJECT: HOFFMAN, WEISMAN & ASSOCIATES LLC
Ref. Number: W14000062359

We have received your document for HOFFMAN, WEISMAN & ASSOCIATES, LLC and your check(s) totaling \$130.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective date is not acceptable since it is not within five working days of the date of receipt.

Please return the corrected original and one copy of 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.

Justin M Shivers
Regulatory Specialist II
Registration/Qualification Section

Letter Number: 514A00021878

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Hoffman, Weisman & Associates 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:

John R Hoffman Jr

Name of Person

Hoffman, Weisman & Associates LLC

Firm/Company

11225 Randolph Siding Road

Address

Jupiter, FL 33478-6107

City/State and Zip Code

jrhoffman@hwa-eng.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

John R Hoffman Jr at (561) 427-9565
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> \$125.00 Filing Fee | <input checked="" type="checkbox"/> \$130.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$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:

Hoffman, Weisman & Associates 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:

Mailing Address:

11225 Randolph Siding Road
Jupiter, FL 33478-6107

11225 Randolph Siding Road
Jupiter FL 33478-6107

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:

John R Hoffman Jr

Name

11225 Randolph Siding Road

Florida street address (P.O. Box **NOT** acceptable)


Jupiter

City

FL 33478-6107

Zip

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 605, F.S.


Registered Agent's Signature (REQUIRED)

(CONTINUED)

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ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

AMBR _____

AMBR _____

Name and Address:

John R Hoffman Jr

11225 Randolph Siding Road

Jupiter

Matthew S Weisman

12775 Stone Pine Way

Wellington FL 33414

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: October 16, 2014. (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.)

ARTICLE VI: Other provisions, if any.

SEE ARTICLE VI - ATTACHMENT A

REQUIRED SIGNATURE:



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

(In accordance with section 605.0203 (1) (b), 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.)

JOHN R. HOFFMAN JR.

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)

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TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION – ATTACHMENT A – ARTICLE VI

Hoffman, Weisman & Associates, LLC

ATTACHMENT A defines enumerated provisions for section **ARTICLE VI** of the **ARTICLES of ORGANIZATION** for an LLC. Each Principal (AMBR) authorized member of this LLC henceforth agrees to comply for the duration of the legal existence of this LLC.

- 1.) This LLC shall keep a set of books available to all Principals (AMBR) in Quick Books Pro, or as agreed upon by all AMBRs.
- 2.) This LLC shall keep a checking/business account utilized for all business transactions such as accounts payable/receivable, expense reimbursement, payroll, and distribution of profits, et al. The account shall require a signature from at least two AMBR's on any check for any amount greater than One Thousand Dollars and no Cents (\$1000.00).
- 3.) All profits shall be shared equally among all AMBR LLC members. Payrolls will be based on terms defined in individual contractual agreements established with clients and customers (typically on hourly rates by position type).
- 4.) Any personal expenditure (excluding alcohol except as provided for in Item #7 below) by an AMBR shall be considered a loan to the LLC, shall be entered into the books, and that individually encumbered expenses shall be reimbursed to the respective AMBR prior to the distribution of any profits.
- 5.) Each AMBR is solely responsible for the procurement and cost of his own health insurance. Each AMBR shall be required to maintain health insurance for the duration of the legal existence of this LLC.
- 6.) Until otherwise agreed upon and as revenue permits, each AMBR shall be solely responsible for the cost of all other personal and professional insurance and professional licensing fees as a reimbursable expense; and, inclusive for any memberships in local, national, and international organizations. All AMBR's shall maintain a PE, at least in the state of FL.
- 7.) Expenditures for meetings, trade shows, business generation, and/or entertainment of existing or potential clients and customers (including alcohol) shall be considered a legitimate LLC expense and reimbursable under the terms of Item #4.
- 8.) Any AMBR can, at any time, with 7 days written notice, withdraw from this LLC at no expense to himself or any other AMBR, other than the cost of revising the organization of the LLC as required by the laws of the State of Florida. Any LLC assets, documents, and software contributed to the LLC by the departing AMBR shall remain the sole property of the departing AMBR and shall be returned, as is, to the departing AMBR. Any existing profits that are available for distribution, after consideration of Item #4 and #7, shall be distributed to the departing AMBR. There shall be no 'non-compete' or 'non-disclosure' limitations or timeframes.
- 9.) In the event of disability (no longer able to effectively work as determined by a majority of remaining AMBR's) or death of any (affected) AMBR, the affected AMBR shall follow the requirements of Item #8 and excluding the cost of any revision of the organization of the LLC and without written notice.
- 10.) Each AMBR shall indemnify and hold harmless all other AMBR LLC members due to non-compliance to laws, rules, and regulations identified in FL Statutes "471 – Engineering" and "61G15-18 – FBPE"; inclusive of all other civil and criminal laws of the State of Florida.
- 11.) All AMBR's do, by agreeing to the formation of this LLC, acknowledge that the sole purpose of this LLC is to enhance individual professional development; and, business income, business growth, and business profits; that this LLC represents the mutual and equal pursuit of a successful business; that each Principal is NOT competing against other Principals; that inclusion in all discussions and activities pertaining to the conduct of business are not mutually exclusive; that each Principal understands the intent of this ATTACHMENT A.
- 12.) This LLC and/or the Articles of Organization – Article VI and this **ATTACHMENT A** can be dissolved and replaced (in whole or in part, at any time, as agreed upon by all AMBR's) with another corporate organization and/or Article VI or equivalent. Failure to reach any agreement shall be resolved by dissolution of the LLC in compliance with Florida Law and Item #8.