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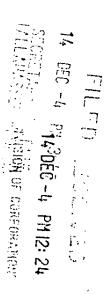
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# CAPITAL CONNECTION, INC.

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

2801 Division Stree	et, LLC	
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		RA Resignation
		Dissolution / Withdrawal
		Annual Report / Reinstatement
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		Photo Copy
		Certificate of Good Standing
		Certificate of Status
		Certificate of Fictitious Name
		Corp Record Search
		Officer Search
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Requested by: Seth	12/04/14	UCC 1 or 3 File
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Walk-In	Will Pick Up	Courier

# **Articles of Organization** of the 2801 Division Street, LLC

## A Florida Limited Liability Company

#### Section 1.01 **Introduction and Preliminary Statements**

The undersigned Organizer desires to form a limited liability company (LLC) under the Laws of the State of Florida by delivering these Articles of Organization in duplicate to the Department of State of the State of Florida, in accordance with Florida Revised Limited Liability Company Act (the Act).

#### Section 1.02 Name

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

2801 Division Street, LLC, A Florida Limited Liability Company

#### Section 1.03 Duration

The Company will perpetually exist from the filing date of these Articles of Organization with the Department of State of the State of Florida, unless dissolved according to law.

#### Section 1.04 Purpose

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

#### Section 1.05 **Principal Place of Business**

The Company's principal place of business is:

Physical Address: 18302 Highwoods Preserve Pkwy., Ste. 330

Tampa, Florida 33647

Mailing Address: 2801 DIVISION ST

METAIRIE, LA 70002

#### Section 1.06 Registered Agent and Registered Office

The initial Registered Agent's name is Medina Law Group, P.A. and the original registered addresses are as follows:

Physical Address: 402 S. Kentucky Ave., Ste. 660

Lakeland, FL 33801

Mailing Address: 402 S. Kentucky Ave., Ste. 660

Lakeland, FL 33801

## Section 1.07 Registered Agent Consent

I, Daniel Medina, as President of the Medina Law Group, P.A., a Florida professional association, accept the appointment as Registered Agent of 2801 Division Street, LLC, a Florida Limited Liability Company. I, on behalf of the Medina Law Group, P.A. understand that the responsibilities as Registered Agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Department of State immediately if it resigns or if the registered office address changes from the addresses stated above.

Dated: November 26, 2014.

Medina Law Group, P.A., Registered Agent

Daniel Medina, B.C.S., its President

## Section 1.08 Organizer's Name and Address

Howard J. Ekblad 2801 Division Street METAIRIE, LA 70002

#### Section 1.09 Additional Contributions

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

#### Section 1.10 Additional Members

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

#### Section 1.11 Business Continuation

If a Company Member's membership in the Company is terminated by an event, the remaining Members and Manager of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members and Manager fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

## Section 1.12 Operating Agreement and Authority

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Manager, and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members and Manager of the Company. This Operating Agreement may be amended from time to time according to its provisions.

## Section 1.13 Management

The Company's Manager will manage the Company's business. The Manager has exclusive authority to act for the Company in all matters. The authorities and duties of the Manager are set forth in the Operating Agreement. The name and address of the initial Manager is:

Howard J. Ekblad 2801 Division Street METAIRIE, LA 70002

## Section 1.14 Indemnification and Liability

As determined by the Manager of the Company, the Company may indemnify and advance expenses to a Member, Manager, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act, and the Company's Operating Agreement.

### Section 1.15 Transferability of Interest

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on November 26, 2014

Howard J. Ekblad, Organizer