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#### **COVER LETTER**

U5-12586

Division of Co			
SUBJECT:	ESTATE TREASURES, LLC		
		uted Liability Company	***************************************
The analoged Articles of	f Amandment and fac(s) are sub	mittad for filing	
The enclosed Afficies of	f Amendment and fee(s) are sub	minted for fining.	
Please return all corresp	ondence concerning this matter	to the following:	
-	ERIC ROBER	T BEHYMER	
		Name of Person	
		Firm/Company	
	3200 43rd Ave		· · · · · · · · · · · · · · · · · · ·
		Address	
	VERO BEACH, FLOR	IDA 32960	
		City/State and Zip Code	
	Behymereric@yahog	to be used for future annual report noti	
	E-mail address; (	to be used for future annual report noti	dication)
For further information	concerning this matter, please co	all:	
ERIC ROBERT BE	TUVMED	/	
	of Person	at (772 ) 538-9622 Area Code Daytim	e Telephone Number
•			-
Enclosed is a check for t	ha following amount		
	-		
□ \$25.00 Filing Fee	☐ \$30.00 Filing Fee & Certificate of Status	☐ S55.00 Filing Fee & Certified Copy (additional copy is enclosed)	S60.00 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



#### FLORIDA DEPARTMENT OF STATE Division of Corporations

December 12, 2014

ERIC ROBERT BEHYMER 3200 43RD AVENUE, SUITE 10 VERO BEACH, FL 32960

SUBJECT: ESTATE TREASURES, LLC

Ref. Number: W14000074110

Called 1/14/15
Wants art Filed
The date the check
for \$100,00; 5 Rec.

We have received your document for ESTATE TREASURES, LLC and your check(s) totaling \$60.00. However, the document has not been filed and is being retained in this office for the following:

There is a balance due of \$100.00.

FILING FEE \$100.00 REGISTERED AGENT DESIGNATION FEE \$25.00 CERTIFIED COPY FEE \$30.00 CERTIFICATE OF STATUS FEE \$5.00

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.

Nanette Causseaux Regulatory Specialist II Supervisor

Letter Number: 214A00026317

## ARTICLES OF ORGANIZATION FOR "ESTATE TREASURES", A FLORIDA LIMITED LIABILITY COMPANY

The undersigned natural persons, of the age of 18 years or more, acting as organizers of a limited liability company under the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes, adopt the following articles of organization for such limited liability company.

#### ARTICLE I - Name.

The name of this Limited Liability Company is:

#### ESTATE TREASURES, LLC

#### ARTICLE II - Addresses:

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The mailing address and the street address of the principal office of this Limited Liability Company is:

Principal Office Address: 3200 43<sup>rd</sup> Avenue, Suite 10 Vero Beach, FL 32960

Mailing Address: 3200 43<sup>rd</sup> Avenue, Suite 10 Vero Beach, FL 32960

### ARTICLE III – Registered Agent, Registered Office & Registered Agent's Written Acceptance:

The name and the Florida street address of the registered agent are:

Eric Robert Behymer 421 12<sup>th</sup> St. SE Vero Beach, FL 32962

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, Florida Statutes.

Eric Robert Behymer, as Registered Agent

#### ARTICLE IV - Management and Names and Address of Initial Members:

The management of this Limited Liability Company is reserved to the members listed below equally. The title, names, and addresses of its initial members are ("AMBR" = Authorized Member):

Title:	Name and Address:
AMBR	Lila Jeanne Bussey, 1810 Cobia Drive, Vero Beach, FL 32960
<b>AMBR</b>	Eric Robert Behymer, 421 12th St. SE, Vero Beach, FL 32962

ARTICLE V - Effective Date and Duration of this Limited Liability Company.

This Limited Liability Company will be in effect upon filing of these Articles with the appropriate Florida Department of State. This Limited Liability Company shall continue until a member gives at least 60 days written notice to the other member OR until the date of death of one of the two members, whichever is first. This Limited Liability Company shall automatically terminate upon the death of a member.

#### ARTICLE VI - Operating Agreement.

These Articles of Organization shall act as the Operating Agreement for this Limited Liability Company ("LLC"), including the below agreements.

- A. Non-liability of Members No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of this LLC, or for claims made against it.
- B. Management This LLC shall be managed exclusively by all of its members equally.
- C. Member Revenue Interests The members of this LLC shall have equal revenue interest which shall be a 50/50 split of all net revenue received for sales of inventory of Estate Treasures LLC. Net revenue shall mean the remaining revenue after the expenses of this LLC are deducted. Expenses shall include but not be limited to: rent, utilities, marketing costs, overhead costs, purchase costs.
- D. Member Expense Interests The members of this LLC shall split the expenses of this LLC equally. Expenses shall include but not be limited to: rent, utilities, marketing costs, overhead costs, purchase costs.
- E. Purchases of inventory for LLC
  - i. Members shall purchase new inventory for this LLC jointly and individually.
  - ii. Consignment inventory may be accepted upon agreement of the members and any net sales revenue shall be split 50/50 between the members.
  - iii. Anything the members purchase jointly as inventory for this LLC, the net revenue upon sale shall be split 50/50 or per the percentage paid by each member upon purchase.
  - iv. Anything a member purchases individually, the net revenue from its sale shall belong solely to the purchasing member. Any taxes associated with this type of sale shall be the responsibility of the individual purchasing member.
- F. Taxes Taxes shall be paid by the individual members for their pro rata revenue income, whether received as part of a joint effort or individually.
- G. Title to Assets All personal and real property of this LLC shall be held in the name of the LLC, not in the name of individual members, unless otherwise agreed to by the members. Upon termination of this LLC, all assets of the LLC shall be divided 50/50 between the members or member's estate. Anything purchased by a member per section E.iii. above, shall remain solely the property of that member.
- H. Entire Agreement This agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified, or replaced except by a written instrument executed by all parties (or the party's estate) to this agreement who are current members of the LLC. This agreement replaces and

supersedes all prior written or oral agreements among any and all members of this LLC.

- I. Severability If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provision(s) shall remain in effect and enforceable.
- J. Execution of Agreement In witness whereof, the members of this LLC sign and adopt this agreement as the Operating Agreement of this LLC.

#### ARTICLE VII - Signatures:

In accordance with s. 605.0203(1)(b), Fla. Stat., 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, Fla. Stat.

Vila Jeanne Bussey

Eric Robert Behymer

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