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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

Del Crest, LLC			
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			Dissolution / Withdrawal
			Annual Report / Reinstatement
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## Articles of Organization of the Del Crest, 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 Act (the Act).

#### Section 1.02 Name

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

Del Crest, 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: 525 E. Christina Blvd. Lakeland, Florida 33813 Mailing Address: 525 E. Christina Blvd. Lakeland, Florida 33813

#### 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, 33801 Mailing Address: 402 S. Kentucky Ave., Ste. 660 Lakeland, FL 33801

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#### Section 1.07 Registered Agent Consent

I, Daniel Medina, B.C.S., as President of Medina Law Group, P.A. a Florida professional association, accept the appointment as Registered Agent of Del Crest, LLC, a Florida Limited Liability Company. I understand that my 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 I resign or if the registered office address changes from the addresses stated above.

Dated: January 23, 2015.

Medina Law Group, Registered Agent

By: Daniel Medina, B.C.S.

Its: President

#### Section 1.08 Organizer's Name and Address

Randall Todd Jones 525 E. Christina Blvd. Lakeland, Florida 338133

#### 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 of the Company have the right to continue the Company's business under the terms of the Operating Agreement. Upon the occurrence of a terminating event, the Company must be dissolved and liquidated under the Act and the Operating Agreement. For purposes of this section, a terminating event is:

- 1) an event or circumstance that the operating agreement states causes dissolution;
- 2) the consent of all the members requiring dissolution;
- 3) passage of 90 consecutive days during which the company has no members, unless the transferees owning the rights to receive a majority of distributions from the company consent to admit at least one specified person as a member and that person consents to membership;
- 4) an order of judicial dissolution by a court of competent jurisdiction; or

5) administrative dissolution required by the Department of State pursuant to the Florida Revised Limited Liability Company Act.

#### 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 the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members of the Company. This Operating Agreement may be amended from time to time according to its provisions.

#### Section 1.13 Management

The Company's Members will manage the Company's business. The Members have exclusive authority to act for the Company in all matters. The authorities and duties of the Members are set forth in the Operating Agreement.

#### Section 1.14 Indemnification and Liability

As determined by the Members of the Company, the Company may indemnify and advance expenses to a Member, 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 January 23, 2015

Randall Todd Jones

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