

Division of Corporations

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## FLORIDA LIMITED LIABILITY CO.

## DuFaux Designs LLC

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**ARTICLES OF ORGANIZATION**  
**For a Domestic Limited Liability Company**

*Pursuant to the laws of the State of Florida, to wit Chapter 605, Florida Statutes, the undersigned executes the following articles for purposes of amending and restating all articles now existing for the limited liability company described in Article I, below, (the "**Company**").*

**ARTICLE I**

The name of the limited liability company is  
 DuFaux Designs LLC

**ARTICLE II**

The principal office will be located at  
 7578 Rozzini Lane  
 Naples, FL 34114

The mailing address is  
 7578 Rozzini Lane  
 Naples, FL 34114

**ARTICLE III**

The initial registered agent is  
**RT Corporate Services LLC**  
 2407 Periwinkle Way, Suite 6  
 Sanibel, Florida 33957

Service of process may be made on the registered agent at  
 2407 Periwinkle Way, Suite 6  
 Sanibel, Florida 33957

**ARTICLE IV**

The **Company** may engage in any activity the *Florida Limited Liability Company Act* permits, as well as the other laws of the State of Florida, subject always to limitations of all other jurisdictions in which the **Company** acts when acting within those jurisdictions.

**ARTICLE V**

This article controls all contradictory provisions of the other articles, if any. The **Company** may adopt an operating agreement that conforms to these articles by unanimous consent of the **Company's** members at the time of adoption ("**Operating Agreement**").

The **Operating Agreement** may not contravene any of these articles. Each **Operating Agreement** section, subsection or paragraph that cannot reasonably be construed to conform to these articles is stricken as if it had never been adopted into the **Operating Agreement** so that the **Operating Agreement** does not contravene these articles. The **Operating Agreement** may address matters these articles do not specifically preclude, and the members may amend the **Operating Agreement** according to the **Operating Agreement's** terms.

No reference in these articles to the members' rights to incorporate or provide for certain rights, duties, preferences, limitations, conditions, elections or other clauses in the **Operating Agreement** (by phrases like "as otherwise provided in the **Operating Agreement**", "as expressed in the **Operating Agreement**", or "in accordance with the **Operating Agreement**") allows any of those clauses to otherwise contravene any of these articles or the *Florida Limited Liability Company Act* ("**Governing Documents**" refers to the *Florida Limited Liability Company Act*, these articles, and the **Operating Agreement**, collectively).

**ARTICLE VI**

Upon the majority vote, or written, affirmative consent, of all of the **Company's** members, the members will appoint at least 1, but no more than 2, corporeal persons to direct the **Company's** activities in accordance with the **Governing Documents** (each a "**Manager**"). The **Company's** members may remove any **Manager** at any time in

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accordance with the **Governing Documents**. The **Company**'s members may be (or may become) **Manager**'s (and vice versa). No **Manager** has any rights other than those expressly stated in (or allowed by) the **Governing Documents**, unless a particular **Manager** is also a member or also holds another office related to the **Company**, but those rights or preferences only relate to the **Manager** strictly in those capacities.

#### ARTICLE VII

The **Company**'s membership interests may be limited in that all membership interests, including every right in or to the membership interests, may be subject to the **Company**'s or the members' rights of first refusal if expressed in the **Governing Documents**.

Pursuant to any offering the **Company** makes, each member will have preemptive rights to purchase membership interests in cash pro rata based on the member's membership interest in proportion to the collective membership interests of all the members prior to the offering, except when admitting new members by unanimous vote.

Members may not separately alienate rights contained within membership interests, except as expressed in the **Operating Agreement**.

The members, by a unanimous vote, may include mandatory cash call provisions in the **Operating Agreement**.

The membership interests will have no other limitations other than those specifically mandated by the *Florida Limited Liability Company Act* or as expressed in these articles or the **Operating Agreement**.

#### ARTICLE VIII

The **Company** will distribute to the **Company**'s members, prior to the 15<sup>th</sup> calendar day of the calendar month following

the close of each calendar quarter, or as soon thereafter as possible ("Tax Distribution Date") the amount that the **Company** will distribute to the members pro rata based on each member's membership interest in proportion to the collective membership interests of all the members on each Tax Distribution Date. The amount the **Company** will distribute to all of the members on each Tax Distribution Date must be the lesser of:

- the "Ordinary business income (loss)," as defined by and calculated in accordance with the *Internal Revenue Code of 1986, as amended*, ("IRC") on Department of the Treasury, Internal Revenue Service Form 1065, U.S. Return of Partnership Income multiplied by the highest income tax rate set forth in *IRC 1* (but in no event less than \$0.00); or
- 50% of the lesser of:
  - the net change in the **Company**'s cash balances during a calendar quarter calculated in accordance with generally accepted accounting principles; or
  - the **Company**'s cash balances at the end of a calendar quarter, less reasonable reserves for working capital and projected cash requirements, including projected expenses and contingent liabilities, but not including capital investments and reinvestments that are not necessary to the **Company** as a going concern, all calculated in accordance with generally accepted accounting principles as limited by the *IRC*.

The members may forego or reduce the distribution for any particular Tax Distribution Date upon a unanimous vote

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taken within 30 calendar days of that particular **Tax Distribution Date**, but this Article's distribution requirements will never be waived, estopped or otherwise altered by any preceding election to forego or reduce a distribution.

The members may, by a majority vote, compel the **Company** to make distributions of specified amounts and property, and at specified times.

No member may receive capital contributions, distributions, or any other thing of value in the **Company**'s care, custody or control for any reason, whether or not originally belonging to, or in the possession of, that member, except as expressed in these articles or the **Operating Agreement**.

#### **ARTICLE IX**

The **Company** will exist in perpetuity unless dissolved pursuant to the *Florida Limited Liability Company Act* or as expressed in the **Operating Agreement**.

#### **ARTICLE X**

The **Company** will clearly stamp all documents evidencing the **Company**'s membership interests with legends indicating that the membership interests are issued subject to certain restrictions on transferability as stated in these articles or the **Operating Agreement**, in reliance upon the existence of certain exemptions from federal and state securities laws, and with other rights, limitations, preferences and elections as expressed in these articles or the **Operating Agreement**.

#### **ARTICLE XI**

The **Company**'s members may admit

additional members to the **Company** upon the written consent of the members representing a majority of the **Company**'s membership interests.

#### **ARTICLE XII**

The **Company**'s members may amend, supersede or repeal these articles, but only upon the unanimous vote, or written, affirmative consent, of all of the members, except that members may amend, supersede or repeal Article II or Article III upon the majority vote, or written, affirmative consent, of all of the members. The **Company**'s managers may not amend, supersede or repeal any of these articles.

#### **ACKNOWLEDGMENT**

Except to the extent I have done so in writing and with knowledge, I, the **Company**'s authorized representative, execute these articles on this day without personally assuming or ratifying any contracts or promises made on the **Company**'s behalf by any person or entity prior to this date, if any.

Kristin H. DuFaux

Kristin Henderson DuFaux  
18 March 2015

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**ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT OF  
DUFUAUX DESIGNS LLC**

The undersigned hereby accepts the appointment as registered agent as designated in the attached articles. The undersigned is familiar with and accepts the obligations mandated by Chapter 605, Florida Statutes that are associated with the appointment.

RT Corporate Services LLC  
a Florida limited liability company

By: Deborah A. Miller

Deborah A. Miller, its Manager

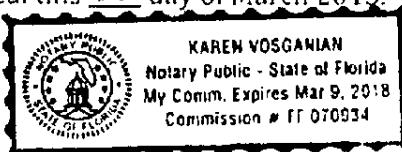
20 March 2015

State of Florida      )  
                          )  
County of Lee        )

I hereby certify that before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Deborah A. Miller, Manager of RT Corporate Services LLC, on behalf of RT Corporate Services LLC, and she is known to me to be the person who executed this Acceptance of Appointment as Registered Agent.

Witness my hand and official seal this 20 day of March 2015.

Karen Vosganian  
Notary: Karen Vosganian



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**DUFUAUX DESIGNS LLC**

The initial **Managers** of the limited liability company named above are:

Kristin Henderson DuFaux  
Stephen Chase DuFaux

In accordance with the *Florida Limited Liability Company Act*, the limited liability company's articles of organization, and the limited liability company's operating agreement, these initial **Managers** may be removed from office and other persons may be appointed as **Managers**.

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RHODES TUCKER

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