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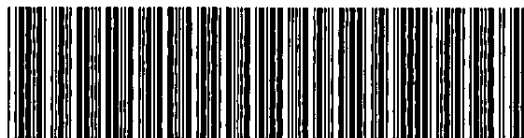
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FLORIDA LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

THESE ARTICLES OF ORGANIZATION have been prepared in accordance with Florida Statutes Chapter 605, Florida Revised Limited Liability Company Act (FRLCA) as the Articles of Organization to create a new legal entity as more specifically set forth below.

ARTICLE I – NAME

This entity shall be organized as a Limited Liability Company (hereinafter “LLC”) pursuant to Florida Statutes Chapter 605, et seq. The name of the LLC shall be:

DONNA KALUZNIAK, LLC

ARTICLE II – BUSINESS PURPOSE

This LLC shall be organized for any business purpose allowed to such entities by applicable Florida law.

ARTICLE III – POWERS

This LLC shall have all powers to do all things necessary to carry out its business and affairs granted to such entities by Florida Statutes, including those specified at FS §605.0109, including the power to do all of the following:

1. Sue, be sued, and defend in its name.
2. Purchase, receive, lease, or otherwise acquire, own, hold, improve, use, and otherwise deal with real or personal property or any legal or equitable interest in property, wherever located.
3. Sell, convey, mortgage, grant a security interest in, lease, exchange, and otherwise encumber or dispose of all or a part of its property.
4. Purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, grant a security interest in, or otherwise dispose of and deal in and with, shares or other interests in or obligations of another entity.
5. Make contracts or guarantees or incur liabilities; borrow money; issue notes, bonds, or other obligations, which may be convertible into or include the option to purchase other securities of the limited liability company; or make contracts of guaranty and suretyship

which are necessary or convenient to the conduct, promotion, or attainment of the purposes, activities, and affairs of the limited liability company.

6. Lend money, invest or reinvest its funds, and receive and hold real or personal property as security for repayment.

7. Conduct its business, locate offices, and exercise the powers granted by this chapter within or without this state.

8. Select managers and appoint officers, directors, employees, and agents of the limited liability company, define their duties, fix their compensation, and lend them money and credit.

9. Make donations for the public welfare or for charitable, scientific, or educational purposes.

10. Pay pensions and establish pension plans, pension trusts, profit-sharing plans, bonus plans, option plans, and benefit or incentive plans for any or all of its current or former managers, members, officers, agents, and employees.

11. Be a promoter, incorporator, shareholder, partner, member, associate, or manager of a corporation, partnership, joint venture, trust, or other entity.

12. Make payments or donations or conduct any other act not inconsistent with applicable law which furthers the business of the limited liability company.

13. Enter into interest rate, basis, currency, hedge or other swap agreements, or cap, floor, put, call, option, exchange agreements, derivative agreements, or similar agreements.

14. Grant, hold, or exercise a power of attorney, including an irrevocable power of attorney

ARTICLE IV – ADDRESS

The street address of the principal office of the Limited Liability Company shall be:

47 Millie Drive, Jacksonville Beach, FL 32250

The mailing address of the Limited Liability Company shall be:

47 Millie Drive, Jacksonville Beach, FL 32250

ARTICLE V – REGISTERED AGENT NAME AND ADDRESS

The Registered Agent for this Limited Liability Company is appointed pursuant to F.S. 605.0113, and shall be:

DIANE L. PAULL, ESQUIRE
1326 Third Street South, Suite 200
Jacksonville Beach, FL 32250

The duties of a registered agent are as follows:

1. To forward to the limited liability company at the address most recently supplied to the agent by the company, a process, notice, or demand pertaining to the company which is served on or received by the agent.
2. If the registered agent resigns, to provide the notice required under §605.0115(2) to the company at the most recent address supplied to the agent by the company.
3. The department shall maintain an accurate record of the registered agent and registered office for service of process and shall promptly furnish information disclosed thereby upon request and payment of the required fee.
4. A limited liability company that has a certificate of authority under §605.0902 may not prosecute, maintain, or defend an action in a court until the limited liability company complies with this section and pays to the department a penalty of \$5 for each day it has failed to comply or \$500, whichever is less, and pays any other amounts required under F.S.

ARTICLE VI – MANAGEMENT OF THE LLC

The LLC shall be conducted as a member-managed LLC in accordance with FRLCA. Management shall be vested in its members in proportion to their then-current percentage or other interest of members in the profits of the LLC owned by all of the members. Except as otherwise provided in the LLC's Operating Agreement, the decision of a majority-in-interest of the members shall be controlling. The management of the LLC shall be vested in the initial members. Action requiring the consent of members may be taken without a meeting, subject to the limitations of FS §605.04073. A member may appoint a proxy to vote or otherwise act for the member by signing an appointment instrument, either personally or by the member's attorney-in-fact. A member may also hold the offices and have such other responsibilities accorded to them by the members and set out in these Articles of Organization or the LLC's Operating Agreement.

Unless otherwise provided in these Articles of Organization or the Operating Agreement, each member has equal rights in the management and conduct of the LLC's business. Either member may take actions relating to the business of the LLC.

ARTICLE VII— OPERATING AGREEMENT

1. This LLC shall prepare, negotiate and execute an Operating Agreement to regulate the affairs of the LLC and the conduct of its business, establish duties in addition to those set forth by law, and to govern relations among the members, managers, and the LLC as required in FS §605, including the non-waivable provisions thereof.

2. The LLC's Operating Agreement shall take effect on the date of the execution thereof by all members or on any other date provided in the Operating Agreement. To the extent the Operating Agreement does not otherwise provide, the applicable state law shall govern the relationship among the members as members and between the members and the LLC.

3. Pursuant to §605.0105, the Operating Agreement may not:

(a) Vary a limited liability company's capacity under §605.0109 to sue and be sued in its own name.

(b) Vary the law applicable under §605.0104.

(c) Vary the requirement, procedure, or other provision of this chapter pertaining to:
1. Registered agents; or

2. The department, including provisions pertaining to records authorized or required to be delivered to the department for filing under this chapter.

(d) Vary the provisions of §605.0204.

(e) Eliminate the duty of loyalty or the duty of care under §605.04091, except as otherwise provided in subsection (4).

(f) Eliminate the obligation of good faith and fair dealing under §605.04091, but the operating agreement may prescribe the standards by which the performance of the obligation is to be measured if the standards are not manifestly unreasonable.

(g) Relieve or exonerate a person from liability for conduct involving bad faith, willful or intentional misconduct, or a knowing violation of law.

(h) Unreasonably restrict the duties and rights stated in §605.0410, but the operating agreement may impose reasonable restrictions on the availability and use of information obtained under that section and may define appropriate remedies, including liquidated damages, for a breach of a reasonable restriction on use.

(i) Vary the power of a person to dissociate under §605.0601, except to require that the notice under §605.0602(1) be in a record.

(j) Vary the grounds for dissolution specified in §605.0702.

(k) Vary the requirement to wind up the company's business, activities, and affairs as specified in §605.0709(1), (2)(a), and (5).

(l) Unreasonably restrict the right of a member to maintain an action under §605.0801-605.0806.

(m) Vary the provisions of s. 605.0804, but the operating agreement may provide that the company may not appoint a special litigation committee. However, the operating agreement may not prevent a court from appointing a special litigation committee.

(n) Vary the right of a member to approve a merger, interest exchange, or conversion under §605.1023(l)(b), §605.1033(l)(b), or §605.1043(l)(b), respectively.

(o) Vary the required contents of plan of merger under §605.1022, a plan of interest exchange under §605.1032, a plan of conversion under §605.1042, or a plan of domestication under §605.1052.

(p) Except as otherwise provided in §605.0106 and §605.0107(2), restrict the rights under this chapter of a person other than a member or manager.

(q) Provide for indemnification for a member or manager under §605.0408 for any of the following:

(1) Conduct involving bad faith, willful or intentional misconduct, or a knowing violation of law.

(2) A transaction from which the member or manager derived an improper personal benefit.

(3) A circumstance under which the liability provisions of §605.0406 (pertaining to improper distributions) are applicable.

(4) A breach of duties or obligations under §605.04091, taking into account a variation of such duties and obligations provided for in the operating agreement to the extent allowed by §605.0105(4).

4. The power to adopt, alter, amend, or repeal the Operating Agreement of the LLC shall be vested in the members of the LLC, provided that any amendment to the written Operating Agreement shall be in writing. The Operating Agreement adopted by the members may be repealed or altered upon consent of a majority of the members.

7. Actions taken by the LLC in good faith in accordance with the Emergency Operating Agreement have the effect of binding the LLC and may not be used to impose liability on a manager, employee, or agent.

8. An emergency exists for purposes of this section if the LLC's managers cannot readily be assembled because of some catastrophic event.

ARTICLE VIII – TERMINATION OR DISSOLUTION

The LLC shall be terminated or dissolved in accordance with the procedures specified in the Florida Revised Limited Liability Company Act, as amended.

Any member may sell, assign or otherwise convey his/her interest in the LLC only after first offering his/her interest to the remaining members, in writing, and the expiration of this 72-hour right of first refusal.

Upon failure to exercise this right to purchase the remaining interest of a withdrawing member, within 72 hours after written notice is delivered to the non-withdrawing members, the withdrawing member may proceed with the described sale, conveyance or transfer without further obligation to the remaining members.

ARTICLE IX – INITIAL MEMBERS

The initial members of the LLC are:

1. Donna A. Kaluzniak, 47 Millie Drive, Jacksonville Beach, FL 32250
2. Allen E. Kaluzniak, 47 Millie Drive, Jacksonville Beach, FL 32250

ARTICLE X – SURVIVAL

These Articles of Organization and the subsequent Operating Agreement for this LLC do not supercede or replace any other written agreements between the above-named parties unless specifically referenced and modified herein.

ARTICLE XI – JURISDICTION

The laws of the State of Florida shall apply to any legal proceedings, interpretations or litigation related to this LLC. Jurisdiction for the business of the LLC, and any disputes related thereto, shall lie in the County of Duval, State of Florida and the members specifically agree to jurisdiction and venue residing in said County.

In accordance with Section 605.0205, Florida Statutes, by signing these Articles of Organization, the undersigned affirms that the company has or will have at least one member as of the time the articles of organization become effective.


DONNA A. KALUZNIAK
Member

Dated: 2/12/15


ALLEN E. KALUZNIAK
Member

Dated: 2/12/15

STATEMENT OF REGISTERED AGENT
FOR
DONNA KALUZNIAK, LLC

DIANE L. PAULL, ESQUIRE on this 12th day of FEB., 2015, having been named as Registered Agent to accept service of process for the above-stated limited liability company at the place designated in this Statement, hereby accepts the appointment as Registered Agent and agrees to act in this capacity for this LLC.

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 in Florida Statutes, Chapter 608.

In the event I receive service of process of the above-entitled LLC, my contact person for the LLC is as follows:

DONNA A. KALUZNIAK
47 Millie Drive
Jacksonville Beach, FL 32250
(904) 270-2535 (Office)
(904) 237-6498 (Mobile)

The LLC shall notify the Registered Agent immediately of any change in the above-entitled information.


REGISTERED AGENT

Address for Service of Process:
DIANE L. PAULL, ESQUIRE
Attorney at Law
1326 3rd Street South, Suite 200
Jacksonville Beach, FL 32250

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