

Division of Corporations

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Florida Department of State  
Division of Corporations  
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**To:**

Division of Corporations  
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Account Name : LOWNDES, BROSDICK, DOSTER, KANTOR & REED, P.A.  
Account Number : 072720000035  
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**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

**Email Address:** \_\_\_\_\_

**FLORIDA LIMITED LIABILITY CO.  
TRAVIS ROOFING SUPPLY OF ORLANDO, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$155.00

RECEIVED  
17 MAR 16 PM 4:58  
FLORIDA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS  
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FILED  
17 MAR 16 AM 8:42  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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MAR 17 2017

K. Brumbley

## ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

## ARTICLE I - Name:

The name of the Limited Liability Company is:

Travis Roofing Supply of Orlando, LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

## ARTICLE II - Address:

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

Principal Office Address:5010 Burleson Rd.Austin, Texas 78744Mailing Address:P.O. Box 17515Austin, Texas 78760

## ARTICLE III - Registered Agent, Registered Office, &amp; Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

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

Greg McNeill

Name

215 North Bola DriveFlorida street address (P.O. Box NOT acceptable)OrlandoFlorida32801

City

State

Zip

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, F.S.

  
Registered Agent's Signature (REQUIRED)

(CONTINUED)

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**ARTICLE IV-**

The name and address of each person authorized to manage and control the Limited Liability Company:

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

MGR**Name and Address:**Dale R. Lowe5010 Burleson Rd.Austin, Texas 78744MGRMichael W. Boy5010 Burleson Rd.Austin, Texas 78744

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: \_\_\_\_\_ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.**ARTICLE VI:** Other provisions, if any.See supplemental provisions attached**REQUIRED SIGNATURE**

Signature of a member or an authorized representative of a member.

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. 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, F.S.

Kelly Latz

Typed or printed name of signer

**Filing Fees:**

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

Additional provisions, per Article VI of the Articles of Organization are as follows:

**Article VI:** The purpose for which the Limited Liability Company is organized is for the transaction of any and all lawful business for which a limited liability company may be organized.

**Article VII:** The members of the Limited Liability Company shall not have a preemptive right to acquire any membership interest or securities of any class that may at any time be issued, sold or offered for sale by the Limited Liability Company.

**Article VIII:** The Limited Liability Company shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was a manager or officer of the Limited Liability Company or (ii) while a manager or officer of the Limited Liability Company, is or was serving at the request of the Limited Liability Company as a director, manager, officer, partner, venture, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a Florida limited liability company may grant indemnification to a manager or officer. Such right shall be a contract right and as such shall run to the benefit of any manager or officer who is elected and accepts the position of manager or officer of the Limited Liability Company or elects to continue to serve as a manager or officer of the Limited Liability Company while this Article VIII is in effect. Any repeal or amendment of this Article VIII shall be prospective only and shall not limit the rights of any such manager or officer or the obligations of the Limited Liability Company with respect to any claim arising from or related to the services of such manager or officer in any of the foregoing capacities prior to any such repeal or amendment of this Article VIII. Such right shall include the right to be paid or reimbursed by the Limited Liability Company for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Limited Liability Company within 90 days after a written claim has been received by the Limited Liability Company, the claimant may at any time thereafter bring suit against the Limited Liability Company to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted, but the burden of proving such defense shall be on the Limited Liability Company. Neither the failure of the Limited Liability Company (including its managers or any committee thereof, special legal counsel, or members) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Limited Liability Company (including its managers or any committee thereof, special legal counsel, or members) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his or her heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter

acquire under any statute, regulation, resolution of members or managers, agreement or otherwise.

The Limited Liability Company may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law.

To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article VIII shall extend to proceedings involving the negligence of such person.

The Limited Liability Company shall have no obligation to fund indemnification of any person to the extent the liability is covered by insurance. The Limited Liability Company's obligation to fund indemnification of any person shall commence only after all available insurance has been exhausted.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

**Article IX:** At each election for managers of the Limited Liability Company, each member of the Limited Liability Company shall have the right to vote, in person or by proxy, the membership interest owned by that member for each of as many persons as there are managers to be elected and cumulative voting by the members in the election of managers is hereby expressly prohibited.

**Article X:** To the maximum extent provided by law, each manager of the Limited Liability Company shall not be liable to the Limited Liability Company or its members for monetary damages for an act or omission in such manager's capacity as a manager, except that this Article X does not authorize the elimination or limitation of the liability of such manager to the extent he is found liable for:

- (1) a breach of his duty of loyalty to the Limited Liability Company or its members;
- (2) an act or omission not in good faith that constitutes a breach of duty of the manager to the Limited Liability Company or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (3) a transaction from which such manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or
- (4) an act or omission for which the liability of such manager is expressly provided by an applicable statute.

**Article XI:** Any action required to be taken at any annual or special meeting of members, or

any action which may be taken at any annual or special meeting of members of the Limited Liability Company, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action to be taken, is signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

**Article XII:** Except as prohibited, the managers of the Limited Liability Company may take action without holding a meeting, providing notice, or taking a vote if managers of the Limited Liability Company, having at least the minimum number of votes that would be necessary at a meeting to take the action that is the subject of the vote, sign a written consent or consents stating and approving the action to be taken.