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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

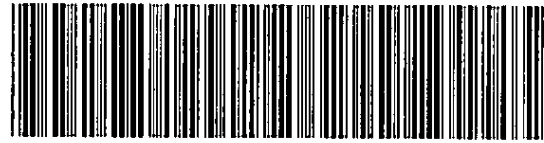
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Special Instructions to Filing Officer:

Office Use Only

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2019 JUN -7 AM 8:54
FBI/DOJ



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 15, 2019

DAVID HAMILTON
418 CANAL STREET
NEW SMYRNA, FL 32168

SUBJECT: DAVID G. HAMILTON PLLC
Ref. Number: W19000047650

✓ We have received your document for DAVID G. HAMILTON PLLC and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

✓ The effective date is not acceptable since it is not within five working days of the date of receipt.

✓ The designation of the registered office and the registered agent, both at the same Florida street address, must be contained within the document pursuant to Florida Statutes. The registered agent must sign accepting the designation as required by Florida Statutes.

✓ Please return the corrected original and one copy of 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) 245-6052.

Tyrone Scott
Regulatory Specialist II
New Filings Section

Letter Number: 719A00009759

2019 JUN -7 AM 11:15

COVER LETTER

**TO: New Filing Section
Division of Corporations**

SUBJECT: DAVID G. HAMILTON PLLC

Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

DAVID G. HAMILTON

Name of Person

DAVID G. HAMILTON PLLC

Firm/Company

418 CANAL STREET

Address

NEW SMYRNA, FL 32168

City/State and Zip Code

davidghamiltoniii@gmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

DAVID G. HAMILTON

904

584-5188

at (_____) _____

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☒ \$160.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

ARTICLES OF ORGANIZATION OF [DAVID G. HAMILTON PLLC]

Effective Date: June 24, 2019

2019 JUN -7 AM 8:54
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ARTICLE I – Name, Purpose, Powers, Membership and Governance

Name. The name of the company shall be: **DAVID G. HAMILTON PLLC**

Purpose. The purpose of the Company is to **engage in the practice of law in the State of Florida**, primarily in Volusia County, and to engage in any lawful act or activity for which limited liability companies may be formed under the RLLCA and to engage in any and all activities necessary or incidental thereto.

Powers. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the RLLCA.

Members. The Member owns 100% of the membership interests of the Company. The name and the business, residence, or mailing address of the Member are as follows:

[David G. Hamilton, 418 Canal Street, New Smyrna Beach FL 32168 – 100% Ownership]

David G. Hamilton as principal shall have authority to manage control and conduct all affairs required by the company.

b. Additional Members. One or more additional members may be admitted to the Company with the [written] consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall adopt a new operating agreement or amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

c. Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

d. Authority; Powers and Duties of the Member. The Company shall be member-managed. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the RLLCA, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

e. Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of

the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action, including any debt contracted or liability incurred by or on behalf of the Company, taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

g. Liability of Member. Except as otherwise required in the RLLCA, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member or participating in the management of the Company.

h. Indemnification. To the fullest extent permitted under the RLLCA (after waiving all RLLCA restrictions on indemnification other than those which cannot be eliminated pursuant to Section 605.0105(3)(p) of the RLLCA), the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 7(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

i. Term. The term of the Company shall be perpetual unless the Company is dissolved and liquidated in accordance with Section 12.

j. Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member in its sole and absolute discretion; provided that, absent such determination, the Member is under no obligation, express or implied, to make any such contribution.

k. Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. An EIN (84-2010307) number has been received, but the entity will still be treated as a disregarded entity for tax. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

l. Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

m. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

n. Dissolution Events. The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following (a "**Dissolution Event**"): (i) written consent of the Member or (ii)

any other event or circumstance giving rise to the dissolution of the Company under the RLLCA, unless the Company's existence is continued pursuant to the RLLCA.

o. Winding Up. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

p. Distribution of Proceeds. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

q. Articles of Dissolution; Statement of Termination. Upon the occurrence of: (i) a Dissolution Event, the Member shall file articles of dissolution and (ii) the completion of the winding up of the Company, the Member shall file a statement of termination; in each case, with the DOC in accordance with the RLLCA.

r. Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

s. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.

t. Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

ARTICLE II - Addresses

The mailing address shall be: **418 Canal Street, New Smyrna Beach, FL 32168**

The street address of the principal place of business shall be: **418 Canal Street, New Smyrna Beach, FL 32168.**

ARTICLE III - Registered Agent

Registered Agent. The initial registered agent of the Company for service of process in the State of Florida and the initial registered office of the Company in the State of Florida shall be that person or entity and location set forth below. In the event that the registered agent or registered office shall change for any reason, the Member shall promptly notify the DOC of such change in any manner allowed by the RLLCA.

The name and address of the registered agent is:

David G. Hamilton, 418 Canal Street, New Smyrna Beach, FL 32168.

Attestation. - I am familiar with and accept the obligations of the appointment and position of registered agent for the above named PLLC and affirm such by my signature below.



06/24/2019

David G. Hamilton

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

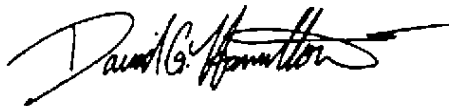
MEMBER:



[David G. Hamilton, sole member and registered agent]

COMPANY:

[DAVID G. HAMILTON PLLC], a Florida professional limited liability company



By: _____

[David G. Hamilton], its sole member