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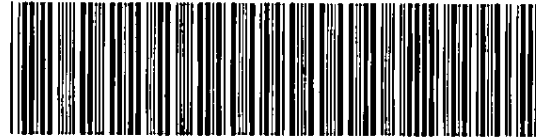
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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JUN 27 2019



FRANSON, ISELEY & ASSOCIATES, P.A.

ATTORNEYS AT LAW

Albert T. Franson:
afranson@fi-law.com
Christopher J. Iseley:
ciseley@fi-law.com
Tyler L. Fugitt:
tfugitt@fi-law.com

† Florida Bar Board Certified
Construction Law

June 12, 2019

VIA FEDERAL EXPRESS

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

Re: Articles of Organization / Designation of Registered Agent

Dear Sir or Madam:

Please find the following enclosed herein an original and one (1) copy of the Articles of Organization and the Designation of Registered Agent, which is contained within the Articles of Organization, for J Lippens Construction Services, LLC.

Please file the original copy of the Articles of Organization and return a file-stamped or certified copy to me using the pre-stamped and pre-addressed envelope enclosed herein. We would also like to request a Certificate of Status. A check in the amount of \$160.00 is enclosed herein to cover the filing fees, the Certified copy, and the Certificate of Status.

If you have any questions, please contact me either via our office line (904) 396-1800, or via e-mail at tfugitt@fi-law.com.

Very truly yours,

Tyler L. Fugitt, Esq.

TLF/rr
Enclosures

**ARTICLES OF ORGANIZATION
FOR
J LIPPENS CONSTRUCTION SERVICES, LLC
(a Florida Limited Liability Company)**

**ARTICLE I
Name**

1.1 The name of the Limited Liability Company is:

J LIPPENS CONSTRUCTION SERVICES, LLC (the "Company")

**ARTICLE II
Principal and Mailing Address**

2.1 The complete street address of the designated principal office of the Company is:

**1949 JERSEY STREET
SUITE B
JACKSONVILLE, FL 32210**

2.2 The complete mailing address of the Company is:

**1949 JERSEY STREET
SUITE B
JACKSONVILLE, FL 32210**

**ARTICLE III
Registered Agent**

3.1 The name of the initial registered agent for the Company is:

**FLA. BUSINESS & CONSTRUCTION LAW GROUP, P.A.
d/b/a FRANSON, ISELEY & ASSOCIATES**

3.2 The street address of the registered agent for the Company is:

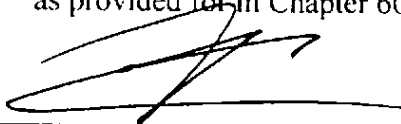
**1400 PRUDENTIAL DRIVE
SUITE 5
JACKSONVILLE, FL 32207**

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ST. JOHNS COUNTY
TALLAHASSEE, FLORIDA

- 3.3 Pursuant to §605.0113 and §605.0201, Fla. Stat., the undersigned provides the following statement of acceptance for appointment as the Initial Registered Agent of the Company:

Designation of Registered Agent / Statement of Acceptance

I, TYLER L. FUGITT, ESQ., hereby acknowledge that the undersigned law firm of FLA. BUSINESS & CONSTRUCTION LAW GROUP, P.A. d/b/a FRANSON, ISELEY & ASSOCIATES accepts the appointment as Initial Registered Agent of J LIPPENS CONSTRUCTION SERVICES, LLC, the Limited Liability Company (the "Company") that is named in these Articles of Organization. Having been named as the Registered Agent of the Company and having accepted this appointment and having otherwise agreed to act in this capacity for the Company, I acknowledge that the undersigned further agrees to accept service of process for the above stated Company at the place designated in these Articles of Organization, and to otherwise act in such capacity in full compliance with the provisions of all statutes relative to the proper and complete performance of all duties associated therewith. I further acknowledge and agree that the undersigned is familiar with and accepts the obligations of the position as registered agent as provided for in Chapter 605, Florida Statutes.



Tyler Fugitt, Esq., as Authorized Representative
of Franson, Iseley & Associates, P.A

6-12-19

Date

ARTICLE IV
Duration

- 4.1 The duration of the Company shall be perpetual, commencing on the date these Articles of Organization are filed with the Department of State, State of Florida, and continuing until otherwise terminated in accordance with the provisions of the Operating Agreement.

ARTICLE V
Management

- 5.1 The Company shall be considered a **MANAGER-MANAGED LLC**, and as such, it shall be managed by the Manager, who has been and/or will be designated, appointed, or elected in these Articles and/or as otherwise provided in the Operating Agreement of the Company, or approved amendment thereto, to act in such capacity for the Company.

- 5.2** The name and address of the person who has been designated or appointed to act as the sole and exclusive Manager of the Company ("Manager" or "Managing Member") is:

**JOHN BEHRENS
1949 JERSEY STREET
SUITE B
JACKSONVILLE, FL 32210**

- 5.3** The Manager shall have the full and exclusive right, power, and authority to control and manage the day-to-day operations and any and all affairs and activities of the Company, to bind the Company, to make all decisions with respect thereto, and to do or cause to be done any and all acts or things deemed by the Manager, in his sole discretion, to be necessary, appropriate, or otherwise desirable to carry out or further the business and affairs of the Company, which shall include but shall not be limited to, the sole and exclusive right, power and authority to Manager shall be authorized to execute any and all reports, forms, instruments, documents, papers, writings, agreements, and contracts, including, but not limited to, deeds, bills of sale, transfers, leases, promissory notes, mortgages, security agreements, and any other type or form of document by which property or property rights, whether real or personal property or tangible or intangible property, of the Company are transferred or encumbered, or by which debts and obligations of the Company are created, incurred, assumed, or evidenced, which are necessary, appropriate, or beneficial to carry out or otherwise further such decisions or actions.

- 5.4** Except as otherwise may be required by these Articles of Organization or other provisions of the Operating Agreement of the Company, and without limiting the rights of the Company under §605.0109, Fla. Stat., no other member or person shall be deemed an agent of the Company, and no other member or person shall be deemed to have any actual or apparent right, power, or authority to manage or control the day-to-day operations of the Company, to bind the Company, to make and decisions with respect thereto, or to do or cause to be done any act or thing on behalf of the Company unless expressly authorized by the Manager or as otherwise may be provided for in these Articles of Organization and/or the Operating Agreement of the Company. This provision shall serve as constructive notice to all others of the absence of any actual or apparent authority held by any other member or person other than the Manager to manage, control, act for or on behalf of, or otherwise bind the Company, except for such authority that may otherwise be approved by the Manager in accordance with the Operating Agreement of the Company.

ARTICLE VI

Members

- 6.1** The initial members of the Company shall be only those members admitted and identified as initial members in these Articles and/or the Operating Agreement of the Company. The members' shall not be required to make any additional capital contributions or other contributions to the Company above and beyond what is otherwise provided for in Operating Agreement of the Company. The persons who shall be admitted as initial

members of the Company, and their respective ownership interests in the Company, are as follows:

<u>Name of Initial Member(s)</u>	<u>Ownership Percentage (%)</u>
JOHN BEHRENS (Manager/Managing Member)	51%
JOHN PAUL LIPPENS	49%

- 6.2** No other person may be admitted as an additional member of the Company unless the Manager, in his sole discretion, agrees to and does cause such person to be admitted as an additional member in accordance with the Operating Agreement of the Company. Subject to the applicable mandatory limitations set forth in the Act, and except as otherwise provided for in the Operating Agreement of the Company, other than the Manager, no other member or person has the right, power or authority to decide or otherwise cause any other person to be admitted as an additional member of the Company, or to otherwise decide which powers, rights, interests, or authority any such additional members may have with respect to the Company, if any.
- 6.3** Unless otherwise provided in the Operating Agreement or an appropriate amendment thereto, the Manager/Managing Member, John Behrens, shall at all times be deemed to hold a controlling interest in the Company, or at least 51% of the ownership interest. The percentage and/or fractional ownership or membership interests of the members of the Company shall be such interests as set forth in the Operating Agreement of the Company, and such interests may only be changed by an appropriate amendment thereto as provided in the Operating Agreement. The members' respective ownership and/or membership interests shall be based solely on what is set forth in the Operating Agreement and shall not be determined on the basis of the percentage of the profits and/or losses that are allocated and/or shared among the respective members. Unless otherwise stated in the Operating Agreement of the Company, the net profits and losses of the Company shall be shared equally on a 50-50 basis among the members. In the event the Company has more than two (2) members in the future, the members shall be entitled to an equal share in the net profits and losses of the Company accordingly. Any and all matters pertaining to payment, reimbursement, initial or other contributions, distributions, ownership or membership interests, expenses, profits and losses, and all other financial arrangements and matters pertaining to the Company, including, but not limited to, the determination, calculation, responsibilities, entitlements, definitions, and/or allocation thereof, shall be set forth and as otherwise provided for in the Operating Agreement.

- 6.4** To the extent permissible under the Act or other applicable Florida law, the rights, duties, obligations, interests, powers, or authority of the Company, the Manager or the members of the Company, and the relationships between them as it relates to the Company, and any and all matters otherwise pertaining to, relating to, or involving the Company, shall be governed by and otherwise as provided for in these Articles of Organization and/or the Operating Agreement of the Company.

ARTICLE VII
Bank Accounts

- 7.1** The Company shall designate one or more banks or other institutions for the deposit of the funds of the Company, and shall establish savings, checking, investment and/or such other accounts as are deemed by the Manager to be reasonable and necessary for the business and affairs of the Company. The Manager shall have exclusive right, power, control and authority over the Bank Account(s) of the Company, including, but not limited to, to choose the Bank or other institution to be used by the Company, to access the account(s) and/or to deposit, withdrawal, invest, transfer, or otherwise use the funds of the account(s) that are deemed necessary, appropriate or otherwise desirable by the Manager, in his sole discretion, for the business and affairs of the Company. Except as otherwise may be provided in the Operating Agreement of the Company or an appropriate amendment thereto, other than the managing member, John Behrens, no other member or person shall be deemed to have any actual or apparent authority to have access to and/or control with respect to the account(s) of the Company and/or the funds held or to be held therein. This provision shall serve as constructive notice to all others of the absence of any actual or apparent authority held by any other member or person other than the Manager/managing member, John Behrens, to manage, access, or otherwise control the account(s) of the Company, except for such authority that may otherwise be approved by the Manager in accordance with the Operating Agreement of the Company.

ARTICLE VIII
Correspondence Information

- 8.1** All future correspondence regarding the Company may be directed to:

FRANSON, ISELEY & ASSOCIATES, P.A.
c/o TYLER L. FUGITT, ESQ.

Address: **1400 PRUDENTIAL DRIVE, SUITE 5**
 JACKSONVILLE, FL 32207

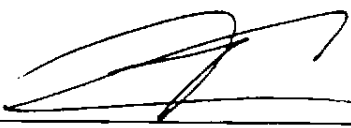
E-mail: **tfugitt@fi-law.com (Primary)**
 nreid@fi-law.com (Secondary)

Phone: **(904) 396-1800**

Facsimile: **(904) 396-1804**

IN WITNESS WHEREOF, we have executed these Articles of Organization on this 12th
day of June, 2019.

Witness



Tyler L. Fugitt, Esq., as Attorney and
Authorized Representative of Managing
Member, John Behrens

Witness

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TALLAHASSEE, FLORIDA