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(Business Entity Name)

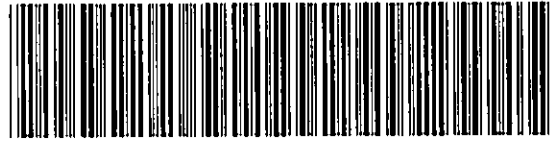
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COVER LETTER

TO: New Filing Section  
Division of Corporations

SUBJECT: DELTA T DESIGNS LLC  
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:

KATHERINE BURKS  
Name of Person  
DELTA T DESIGNS LLC  
Firm/Company  
134 RIDGE VIEW DR  
Address  
DAVENPORT, FL 33837  
City/State and Zip Code  
kbconnects@me.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

KATHERINE BURKS at ( 206 ) 909-3900  
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 FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

DELTA T DESIGNS 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:

134 RIDGE VIEW DR  
DAVENPORT, FL  
33837

Mailing Address:

134 RIDGE VIEW DR  
DAVENPORT, FL  
33837

ARTICLE III - Registered Agent, Registered Office, & 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:

KATHERINE BURKS

Name

134 RIDGE VIEW DR

Florida street address (P.O. Box **NOT** acceptable)

DAVENPORT FL 33837

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..*

Katherine Burks

Registered Agent's Signature (REQUIRED)

(CONTINUED)

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TALLAHASSEE FLORIDA

**ARTICLE IV-**

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

**Title:**

"AMBR" = Authorized Member

"MGR" = Manager

AMBR

AMBR

**Name and Address:**

KATHERINE BURKS

134 RIDGE VIEW DR

DAVENPORT, FL 33837

JOHN DESAUTELS

134 RIDGE VIEW DR

DAVENPORT, FL 33837

(Use attachment if necessary)

**ARTICLE V:** Effective date, if other than the date of filing: NOVEMBER 28, 2019. (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.

**REQUIRED SIGNATURE:**

Katherine Burks

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.

KATHERINE BURKS

Typed or printed name of signee

**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)

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TALLAHASSEE, FLORIDA

# OPERATING AGREEMENT OF DELTA T DESIGNS LLC

This Operating Agreement is made and adopted effective November 28, 2019 by Delta T Designs LLC, a limited liability company organized under the laws of Florida (the Company) and John Fredrick Desautels and Katherine Ann Burks its members (each a Member, together the Members).

## ARTICLE I - ORGANIZATION

### Section 1.1 - Company Formation and Duration

The Company has been organized as a limited liability company managed by its members. The Company shall commence on the date of filing of the Articles of Organization and shall exist until the Company dissolves and its affairs are wound up in accordance with this Operating Agreement or applicable law.

### Section 1.2 - Members and LLC Units

"LLC Units" or "Units" means measures of ownership in the LLC. The ownership of the Company shall consist of Units with equal rights for all purposes under this Operating Agreement. "LLC Unit Percentage" means, with respect to a Member, the percentage derived by dividing number of LLC Units held by such Member by the total number of LLC Units held by all Members and, thereafter, multiplying the resulting fraction by 100 to arrive at a percentage.

### Section 1.3 - Table of Members, LLC Units, and LLC Unit Percentages

The Members of the Company are set forth below, alongside the number of LLC Units and the LLC Unit Percentage for each Member. Any time there is a change in the membership in the Company (for example, admission of a new member, withdrawal of a member, issuance of new LLC Units, etc.), the Company shall create an updated table of Members, LLC Units, and LLC Unit Percentages, circulate a copy to all Members, and maintain a copy with the Company's official records.

Member Name	LLC Units	LLC Unit Percentage
John Fredrick Desautels	50	50
Katherine Ann Burks	50	50
Totals:	100	100

### **Section 1.4 - Books and Records**

The Company shall maintain complete and accurate books and records of the Company's business and affairs.

### **Section 1.5 - Amendment; Entire Agreement**

This Operating Agreement may be amended at any time by a majority Vote in interest of LLC Units (as defined below), for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Members and Company with respect to the subject matter hereof.

## **ARTICLE II - MANAGEMENT AND VOTING**

### **Section 2.1 - Member Management**

The Company shall be managed solely by the Members, who may be known as and hold any title(s) approved by a majority Vote in interest of LLC Units.

### **Section 2.2 - Voting**

Matters to be determined by the Members shall be decided by a Vote in interest of LLC Units. "Vote in interest of LLC Units" means a vote of the LLC Members in which each LLC Member shall have one vote per LLC Unit possessed; for example, a Member possessing 15 LLC Units would have 15 votes in interest. Unless another percentage is given elsewhere in this Operating Agreement or by applicable state law, all member votes on any matter shall require an affirmative vote in interest by LLC Members of more than 50% of the outstanding total of LLC Units to pass or approve the motion, resolution, or otherwise take action by the Members (a majority Vote in interest of LLC Units).

### **Section 2.3 - Member Authority**

The Members agree with the Company and each other that no Member, acting individually, shall have the power or authority to act on behalf of or bind the LLC, to authorize any action to be taken by the LLC, to act as agent for the LLC, or to incur any liability or expense on behalf of the LLC, unless the power or authority has been delegated to the Member by a written resolution duly adopted by the Members in accordance with the provisions of this article and then only to the extent expressly provided for in the resolution. The Members may adopt resolutions appointing one or more Members sign on behalf of the Company to acquire, encumber, or convey real or personal property from any source and through any means; engage in any financial

transactions on behalf of the Company, including opening, maintaining, or closing accounts, borrowing money, or the like; entering into contracts on behalf of the Company; commence, prosecute, or defend any legal proceedings in the Company's

name; and carry on any other business or affairs of the Company not specifically provided herein, that is not in contravention of applicable law.

#### **Section 2.4 - Indemnification**

Unless otherwise provided by law, the Members are not liable for the acts, debts, or obligations of the Company. The Company shall indemnify, defend, and hold each Member harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses incurred by each Member in any civil, criminal, or investigative proceeding in which the Member is involved or threatened to be involved by reason of the Member's membership in or management of the Company.

### **ARTICLE III - CAPITAL CONTRIBUTIONS**

#### **Section 3.1 - Initial Capital Contributions**

The Members have made or will make an initial contribution to the capital of the Company, as set forth in Company records.

#### **Section 3.2 - Additional Capital Contributions by Members**

The Members may, by majority Vote in interest of LLC Units, raise additional capital by issuing additional LLC Units to existing members in exchange for capital contributions specified by resolution.

#### **Section 3.3 - Additional Capital by Admission of New Members**

The Members may, by majority Vote in interest of LLC Units, raise additional capital by issuing additional LLC Units to a newly admitted member in exchange for capital contributions specified by resolution and in accordance with Section 5.1.

## **ARTICLE IV - DISTRIBUTIONS**

### **Section 4.1 - Allocations**

Except as may be required by the Internal Revenue Code (Title 26 of the United States Code) or the Treasury Regulations (Title 26 of the Code of Federal Regulations) or this Operating Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in proportion to each Member's LLC Unit Percentage.

### **Section 4.2 - Distributions**

The Members, by resolution issued pursuant to this Operating Agreement, may make distributions to the Members from time to time in the total amount and in the proportions determined by vote pursuant to Section 2.2. Unless otherwise approved pursuant to Section 2.2, such distributions shall be allocated among the Members in proportion to each Member's LLC Unit Percentage. No distribution shall be declared or made if, after making the distribution the Company would not be able to pay its debts as they become due or the Company's total assets would be less than the sum of its total liabilities.

## **ARTICLE V - MEMBERSHIP CHANGES**

### **Section 5.1 - New Members**

The company may not issue any additional LLC Units, other than as described in Section 3.2 and Section 3.3. The existing LLC Units may be transferred only in accordance with this Operating Agreement.

### **Section 5.2 - Transfers of LLC Units**

A Member may not sell, transfer, assign, encumber, pledge, convey, or otherwise dispose of part or all of Member's membership interest. Upon the death of any Member, the other Member automatically may purchase the LLC Units of the deceased Member for one dollar.

### **Section 5.3 - Voluntary Withdrawal**

Members may not withdraw from the Company.



## **ARTICLE VI - DISSOLUTION**

### **Section 6.1 - Events of Dissolution**

The Company shall be dissolved upon the happening of any of the following events:

- 6.1. Unanimous written consent of the Members.
- 6.1.2 Any event causing dissolution under the laws of the State of Florida.

### **Section 6.2 - Procedure for Winding up and Dissolution**

If the Company is dissolved, the Members shall wind up its affairs by taking a full account of the Company's assets and liabilities. Upon winding up the Company, the assets of the Company shall be distributed first to creditors who are not Members of the Company in satisfaction of any debts of the Company, then to Members in discharge of any debts owed to the Members, and any excess amount available shall be distributed to the Members in accordance with Section 4 of this Agreement.

### **Section 6.3 - Dissolution**

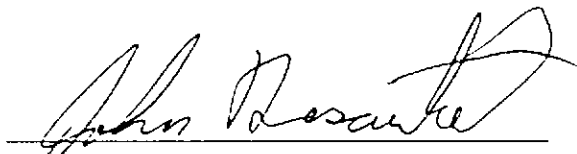
Upon completion of the winding up, liquidation, and distribution of assets in a manner consistent with applicable law, and the filing of Articles of Dissolution with the State of Florida, the Company shall be deemed terminated.

## OPERATING AGREEMENT OF DELTA T DESIGNS LLC

### SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

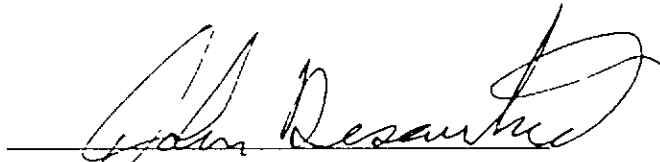
#### THE COMPANY:

  
\_\_\_\_\_  
Delta T Designs LLC

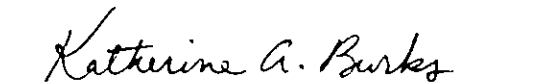
By: John Desautels

Its: Member

#### THE MEMBERS:


  
\_\_\_\_\_  
John Desautels

Dated: November 28, 2019

  
\_\_\_\_\_  
Delta T Designs LLC

By: Katherine A. Burks

Its: Member

  
\_\_\_\_\_  
Katherine A. Burks

Dated: November 28, 2019

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TALLAHASSEE, FLORIDA