

L96000001192

TRANSMITTAL LETTER
FOR FLORIDA LIMITED LIABILITY COMPANY

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT:

METCALF ELECTRIC & A/C, L.C.

(Proposed limited liability company name - must include suffix)

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-11/13/96--01072--004
****346.25 ****346.25

Enclosed is an original and one (1) copy of the articles of organization and a check for :

☐ \$285.00
Filing Fee
& Registered
Agent designation

☐ \$293.75
Filing Fee,
Registered Agent
Designation &
Certificate

☐ \$337.50
Filing Fee,
Registered Agent
Designation &
Certified Copy

☒ \$346.25
Filing Fee,
Registered Agent
Designation,
Certified Copy &
Certificate

FROM:

EDWARD JOE METCALF

Name (Printed or typed)

P.O. BOX 13067

Address

MEXICO BEACH, FL 32410

City, State & Zip

904-648-5697

Daytime Telephone number

DEPT OF STATE
TALLAHASSEE, FLORIDA

96 NOV 12 AM 10:07

FILED

Dmc
11/14/96

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I

The name of the Limited Liability Company is: Metcalf Electric & A/C, L.L.C.

ARTICLE II

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

Mailing: P.O. Box 13067 Mexico Beach, Florida 32410
Street: 115A S42nd St Mexico Beach, Florida 32410

ARTICLE III

The period of duration for the Limited Liability Company shall be: Perpetual

ARTICLE IV

The Limited Liability Company is to be managed by the members and the names and addresses of the managing members are:

Edward Joe Metcalf
P.O. Box 13067
Mexico Beach, FL 32410

and

Jay Anthony Metcalf
P.O. Box 13112
Mexico Beach, FL 32410

ARTICLE V

The right, if given, of the remaining members to admit additional members and the terms and conditions of the admissions shall be:

Admission of a new member shall not cause dissolution of the underlying LLC business, which will be continued by the new members entity.

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95 NOV 12 8:10:07
TALLAHASSEE, FLORIDA

ARTICLE VI

The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be:

Member leaves - if for any reason one member decides to leave the LLC he shall inform the other member(s) thus allowing a buy-out by the remaining member(s).

Member retires - If a member should retire he is still entitled to 50% of the profit/loss of said LLC; however he is no longer entitled to a draw totaling any amount.

Member dies - If either or both the member(s) expires the LLC is immediately dissolved.

ARTICLE VII

Statement of Purposes: To operate an Electric and Air Conditioning business for the general public, or private contractor, as the situation shall deem appropriate, in a just and fair manner for the livelihood of the company.

ARTICLE VIII

Registered Office and Registered Agent: The initial registered office of this limited liability company and the name of its initial registered agent at this address are:

Edward Joe Metcalf

1154 S 42nd Street

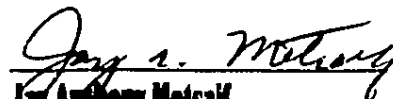
Mexico Beach, FL 32410

ARTICLE IX

The effective date of this Limited Liability Company is October 1, 1996.

These Articles of Organization for Florida Limited Liability Company so named: Metcalf Electric & A/C, L.C. are so executed by the signatures of the member(s) as stated below:


Edward Joe Metcalf


Jay Anthony Metcalf

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

FILED


96 NOV 12 AM 10:08

CLERK OF COURT
TALLAHASSEE, FLORIDA

The undersigned member or authorized representative of a member of _____

METCALF ELECTRIC & A/C, L.C. deposes and says:

- 1) the above named limited liability company has at least two members
- 2) the total amount of cash contributed by the member(s) is \$ 6,000 .
- 3) if any, the agreed value of property other than cash contributed by member(s) is \$ 30,200 .
A description of the property is attached and made a part hereto.
- 4) the amount of cash or property anticipated to be contributed by member(s) is \$ 7,200 .
- 5) the total amount of 2, 3, and 4 is \$ 43,400 .

 MEMBER
Signature of a member or authorized representative of a member.
(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

METCALF ELECTRIC & A/C, I.C.

**DESCRIPTION OF PROPERTY
(ATTACHMENT TO AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS)**

EDWARD JOE METCALF:

DESCRIPTION:	VALUE:
1978 CHEVY STEP VAN	\$ 4,000.00
1979 CHEVY VAN	1,000.00
1980 CHEVY VAN	1,500.00
16' TRAILER	1,500.00
8' TRAILER	800.00
REKLAMER RECOVER	3,500.00
WC-5 RECOVER	1,500.00
WC-2 RECOVER	900.00
RECOVERY JUGS	750.00
3 TORCH SETS	1,350.00
3 SPARE TANK SETS	540.00
FAX MACHINE	600.00
TOOLS, LADDERS	<u>3,768.00</u>
TOTAL	\$21,700.00

JAY ANTHONY METCALF:

DESCRIPTION	TOOLS	VALUE:
	GMC TRUCK	\$ 5,000.00
		2,500.00
TOTAL		\$ 8,500.00

COMBINED TOTAL: \$30,200.00

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

FILED

NOV 12 AM 10:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is:

METCALF ELECTRIC + A/C, A.C.

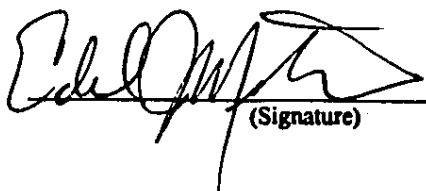
2. The name and address of the registered agent and office is:

EDWARD JOE METCALF
(Name)

115A S 42ND STREET
(P.O. Box or Mail Drop Box **NOT** ACCEPTABLE)

MEXICO BEACH FL 32410
(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.


(Signature)

8 NOV 96
(Date)

Filing Fee: \$ 35 for Designation of Registered Agent

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

For: Metcalf Electric & A/C, L.C.
Between: Edward J. Metcalf and Jay A. Metcalf
Dated: October 1, 1996

The Limited Liability Company, further known as the LLC, between members Edward J. Metcalf and Jay A. Metcalf shall last until it is dissolved by all the members or a member leaves, for any reason, including death as so stipulated below:

Member leaves - If for any reason one member decides to leave the LLC he shall inform the other member(s) thus allowing a buy-out by the remaining member(s).

Member retires - If either member should retire he is still entitled to 50% of the profit/loss of said LLC; however he is no longer entitled to a draw totaling any amount.

Member dies - If either or both the members expires the LLC is immediately dissolved.

The purpose of this LLC is to operate as an Electric and Air Conditioning business, for the general public or private contractor, as the situation shall deem necessary, in a just and fair manner for the general livelihood of the company.

This LLC shall operate from October 1, 1996 to December 31, 1996 on a 75/25 split, 75% going to Edward J. Metcalf and 25% going to Jay A. Metcalf as determined by the Profit/Loss Report for 1996. Beginning on January 1, 1997 and for the duration of this LLC the split shall be 50/50 as determined on the 1st day of December each year by a Profit/Loss Report for that year. This is contingent only upon the stipulation that Jay A. Metcalf pay Edward J. Metcalf the sum of \$300/month for the period of time: January, 1997 through and including December, 1998. These monthly payments total \$7,200, which is the sum agreed upon by both members, to complete the 50/50 ownership of Metcalf Electric & A/C, L.C. Upon review of the Profit/Loss Report on the 1st day of December of each year, both members will discuss/decide/agree upon the total amount of profit to be reinvested into the Company. This sum must be equaled by both members.

Therefore: The initial capital of the company shall be a total of \$43,400. Each member shall contribute an equal share amounting to \$21,700 no later than December, 1996. Each member shall then own an equal share of the company.

Neither member shall receive interest on their contributions of capital in the company.

Beginning January 1, 1997, each partner is able to make a draw of \$500 per week, if funds are limited, each member is to take 1/2 of what is available.

Except for vacations, holidays and time of illness, each member will work a minimum of 40 hours and a maximum (unless deemed necessary) of 60 hours per week.

The authority of members shall be equalled. All capital purchases (in excess of \$500) shall only be authorized by the agreement of both members. The general management of the office and IRS related issues shall be (as agreed upon by both members) assigned to Ed Metcalf. Bid proposals will be arrived at and in agreement by both members.

LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

page 2

Should a member require a leave of absence (LOA) or sabbatical - It is in agreement of both members that an LOA, or sabbatical may last indefinitely, however, will be evaluated after a two week period.

Any loan received by the LLC will be agreed upon by both members.

The LLC members will not use expense accounts. This may, however, be changed upon, at a later date, with the agreement of both members.

Each member shall receive two weeks vacation during the first three years of the LLC, this may be re-evaluated at the end of that time, and changed if agreed upon by both members.

On the voluntary withdrawal, permanent disability, retirement or expulsion of any member, that member shall not carry on a business the same as the business of the remaining member for a period of at least five (5) years. However, outside activities may be conducted by any member of the LLC as long as it is not within the trade bounds of the LLC.

Any dispute arising out of this agreement or the LLC business will be resolved by mediation, if possible. The members pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise to a dispute. The mediator will be Jesse S. Metcalf. If any member to a dispute feels it cannot be resolved by the members themselves, he shall so notify the other member and the mediator in writing. Mediation will commence within 15 days of the Notice of Request for Mediation. The cost of mediation, if any, will be shared equally by all members to the dispute.

Admission of a new member shall not cause dissolution of the underlying LLC business, which will be continued by the new members entity.

This Agreement is agreed upon by all members of this LLC, as it is signed, witnessed and dated:



Member: Edward Joe Metcalf

Date: 11-8-96



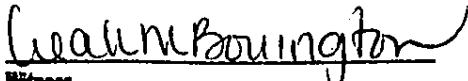
Witness

Date: 11-8-96



Member: Jay Anthony Metcalf

Date: 11-8-96



Witness

Date: 11-8-96

