

# CAPITAL CONNECTION, INC.

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DELA Investments, LLC

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Foreign Corp. File \_\_\_\_\_  
✓ L.C. File \_\_\_\_\_  
Fictitious Name File \_\_\_\_\_  
Trade/Service Mark \_\_\_\_\_  
Merger File \_\_\_\_\_  
Art. of Amend. File \_\_\_\_\_  
RA Resignation \_\_\_\_\_  
Dissolution / Withdrawal \_\_\_\_\_  
Annual Report / Reinstatement \_\_\_\_\_  
✓ Cert. Copy \_\_\_\_\_  
Photo Copy \_\_\_\_\_  
Certificate of Good Standing \_\_\_\_\_  
Certificate of Status \_\_\_\_\_  
Certificate of Fictitious Name \_\_\_\_\_  
Corp Record Search \_\_\_\_\_  
Officer Search \_\_\_\_\_  
Fictitious Search \_\_\_\_\_  
Fictitious Owner Search \_\_\_\_\_  
Vehicle Search \_\_\_\_\_  
Driving Record \_\_\_\_\_  
UCC 1 or 3 File \_\_\_\_\_  
UCC 11 Search \_\_\_\_\_  
UCC 11 Retrieval \_\_\_\_\_  
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**ARTICLES OF ORGANIZATION**  
**OF D.E.L.A. INVESTMENTS, L.L.C.**

The undersigned, intending to form and create a Limited Liability Company, as defined in §608.401, *et seq.*, the Florida Limited Liability Company Act, does hereby state and certify the following:

**ARTICLE I - NAME**

The name of this limited liability company is **D.E.L.A. INVESTMENTS, L. L.C.**.

**ARTICLE II - ADDRESS**

The mailing address and the street address of the principal office of this limited liability company is 4932 Gall Boulevard, Zephyrhills, FL 33541

**ARTICLE III - DURATION**

This limited liability company shall have perpetual existence commencing on December 15, 1999.

**ARTICLE IV - REGISTERED AGENT**

The name and street address of the initial Registered Agent and the Registered Office shall be JUDY BARRINGER BONEVAC, 2780 East Oakland Park Boulevard, Fort Lauderdale, FL 33306.

**ARTICLE V - POWERS**

This limited liability company shall have all of the powers set forth in Chapter 608, Florida Statutes, and, specifically, in §608.404 thereof.

**ARTICLE VI - PURPOSE**

The purpose for which this limited liability company is formed is to engage in any lawful acts or activities for which limited liability companies may be formed under the Florida Limited Liability Company Act.

**ARTICLE VII - MANAGERS**

This limited liability company shall be a manager-managed company. There shall be two (2) managers and all operating decisions of this limited liability company shall be by unanimous decision. Either manager shall have power to execute any instrument on behalf of and to bind

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this limited liability company. If any instrument requires a signature showing the titular office, then either manager can sign as president, and affix this limited liability company's corporate seal to the document and such shall be fully binding upon this limited liability company.

#### **ARTICLE VIII - NO DELEGATION OF RIGHTS AND POWERS TO MANAGE**

No manager of this limited liability company has the power or authority to delegate any rights or powers to manage or control the business and affairs of this limited liability company, to other persons.

#### **ARTICLE IX - CHANGES TO THE OPERATING AGREEMENT**

The powers to adopt, alter, amend or repeal the Operating Agreement of this limited liability company shall be vested in the members of this limited liability company. .

#### **ARTICLE X - VOTE**

All members shall be entitled to vote on matters relating to this limited liability company, and each member's vote shall be in proportion to such member's relative capital account; however, if the capital account is negative or zero, each member shall have one (1) vote.

#### **ARTICLE XI - DEBT**

Except as provided in Article XII, no debt shall be contracted, nor contractual liability incurred by or on behalf of this limited liability company, except with the unanimous approval of the managers. After unanimous approval, either manager may bind this limited liability company.

#### **ARTICLE XII - BINDING EXECUTIONS**

Instruments and documents providing for the acquisition, mortgage or disposition of property of this limited liability company, shall be valid and binding only if executed by both of the managers of this limited liability company.

#### **ARTICLE XIII - PROFITS AND LOSSES**

The profits and losses of this limited liability company shall be allocated among the members on the basis of each member's relative capital account.

#### **ARTICLE XIV - WITHDRAWAL OF MEMBERS**

A member may withdraw from this limited liability company upon not less than six (6) month's prior written notice to each non-withdrawing member at his or her address, as set forth in the

records of this limited liability company. Upon withdrawal, the withdrawing member shall be entitled to receive any distribution to which he or she is entitled under the Operating Agreement of this limited liability company, and to receive, within a reasonable time after withdrawal, the balance of the withdrawing member's capital account, provided, however, that such withdrawal does not cause the liabilities of this limited liability company to exceed the value of this limited liability company's remaining assets. A member does not have the right to demand the return of contributed property upon withdrawal, but shall receive cash in return for his or her contribution to capital. A withdrawing member shall be liable to this limited liability company for a period of one (1) year after withdrawal for the amount of the returned contribution, which may be necessary to discharge this limited liability company's liabilities to creditors who extended credit to this limited liability company during the period the contribution was held by this limited liability company.

#### **ARTICLE XV - ASSIGNMENT OF INTEREST**

A member's interest in this limited liability company is not assignable, in whole or in part, unless a majority of the non-assigning members consent to the assignment. Any assignment consented to does not dissolve this limited liability company, nor does it entitle the assignee to become or to exercise any rights or powers of the member. An assignment only entitles the assignee to share in the profits and losses, to receive distributions, and to receive allocations of income, gain, loss or credit, to which the assignor was entitled, to the extent assigned. The assignee of an interest may become a member only if all other members consent.

#### **ARTICLE XVI - CERTIFICATE OF LIMITED LIABILITY**

A member's interest in this limited liability company is personal property and shall be evidenced by a Certificate of Limited Liability Company Interest. A Member should receive the Certificate at the time of the contribution of cash, property or other assets to this limited liability company.

#### **ARTICLE XVII - NON-LIABILITY OF MEMBERS AND MANAGERS**

Neither the members of this limited liability company nor the manager are liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Limited liability company, except as is provided in Chapter 608, Florida Statutes.

#### **ARTICLE XVIII - INDEMNIFICATION**

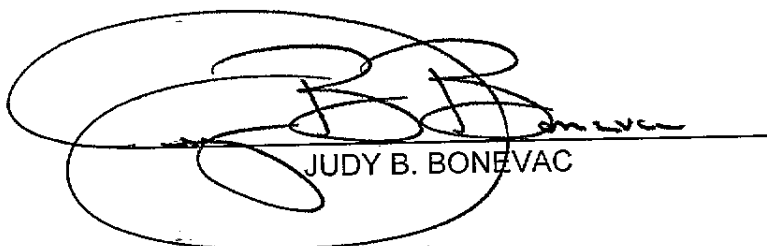
As provided in Section 608.4229(1), but as limited in Section 608.4229(2), this limited liability company shall indemnify any person who is or was a party, or who is threatened to be made

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a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is, or was a member, managing member or employee of this limited liability company, or is or was serving at the request of this limited liability company as a director, trustee, officer or employee of another limited liability, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses, including reasonable attorneys fees, judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of this limited liability company and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or other proceeding by judgment, order, settlement, conviction or plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of this limited liability company.

The foregoing indemnifications shall not apply in the case of an action, suit or proceeding instituted by one or more members of this limited liability company, if the claim, matter or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member seeking indemnification.

IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledged them to be my act this 10<sup>th</sup> day of December, 1999, at Ft. Lauderdale, Broward County, Florida 33306, as the authorized representative of all of the members of this limited liability company.

  
JUDY B. BONEVAC

**REGISTERED OFFICE AND REGISTERED AGENT OF**  
**D.E.L.A. INVESTMENTS, L.L.C.**

**DESIGNATION**

D.E.L.A. INVESTMENTS, L.L.C., has designated JUDY BARRINGER BONEVAC, whose address is 2780 East Oakland Park Boulevard, Ft. Lauderdale, FL 33306, as its Registered Agent, to accept Service of Process within the State of Florida, and has designated 2780 East Oakland Park Boulevard, Ft. Lauderdale, FL 33306, as its Registered Office.

**ACKNOWLEDGMENT**

Having been named as Resident Agent to accept Service of Process for the above stated limited liability company at the place designated in this Certificate, I do hereby accept the appointment and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative 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 608, Florida Statutes.

  
JUDY BARRINGER BONEVAC

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