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Law Offices Of
TROW, APPLEGET & PERRY
An Association of Professional Associations

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March 14, 2000

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

RE: A Cut Above Lawn & Landscape, LLC
Sharp Boards, LLC

4000003173964--8

-03/17/00--01050--010

*****250.00 ***125.00**

Dear Sir/Madame:

Enclosed you will find two original, executed Articles of Organization with respect to above noted entities to be filed with the Secretary of State, along with our check in the amount of \$250.00 for the required filing fees. Your returning a copy of each of the filed instruments to the undersigned will be appreciated.

Thank you for your attention to this matter. If you have any questions please do not hesitate to contact our office.

Sincerely,


Chester J. Trow
For Chester J. Trow, P.A.

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TALLAHASSEE, FLORIDA

/rlw

Enclosure: \$250.00 Check
Articles of Organization (2)
(original & copy)

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**ARTICLES OF ORGANIZATION OF
A CUT ABOVE LAWN & LANDSCAPE, LLC**

ARTICLE I - NAME

1.1 The name of this entity is A CUT ABOVE LAWN & LANDSCAPE, LLC.

1.2 The street address of the principal office of the A CUT ABOVE LAWN & LANDSCAPE, LLC is 840 NW 24th Court, Ocala, Florida 34475, and the mailing address is the same.

ARTICLE II - DURATION

2.1 This Limited Liability Company shall have perpetual existence, unless earlier terminated as provided in Section 608.441 (1), Florida Statutes.

ARTICLE III - PURPOSE

3.1 This Limited Liability Company is organized under Chapter 608, Florida Statutes, for the purpose of transacting any and all lawful business.

ARTICLE IV - MANAGEMENT

4.1 This Limited Liability Company is to be managed by its members in proportion to their ownership of the units of the Limited Liability Company.

4.2 The total amount of cash contributed by the member(s) is \$35,000.00, the agreed value of property net of liens is \$100.00, and a description of such property is lawn maintenance equipment, making the total amount of cash and property contributed and anticipated to be contributed by the members is \$35,100.00.

4.3 The Regulations may establish one or more classes or groups of one or more members having the relative rights, powers and duties, including voting rights, as set forth in the Regulations. The rights, powers or duties of a class or group of members may be senior to those of one or more existing class or groups of members. Initially the members

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TALLAHASSEE, FLORIDA

shall all be of the same class.

Except as expressly provided in the Regulations, no member shall by reason of holding a membership interest in the Limited Liability Company have a preemptive, preferential or other right to acquire any additional or greater membership interest in the company or any right to subscribe to or acquire any additional or greater membership interest in the company (or any security of the company convertible into or carrying such a right).

ARTICLE V - INITIAL REGISTERED OFFICE

5.1 The street address of the initial registered office of the Limited Liability Company is 1 NE First Avenue, Suite 303, Ocala, Florida 34470.

ARTICLE VI - OWNERSHIP INTEREST / TRANSFERABILITY

6.1 Each member's status as a member of the Limited Liability Company shall be evidenced by a certificate executed by all members of the Limited Liability Company. The Limited Liability Company shall maintain a register of its members and the address to which each desires notices and reports to be mailed.

6.2 No member's interest in the Limited Liability Company may be transferred except in strict compliance with this Paragraph and the Regulations. To accomplish a transfer, a member shall give notice of his request for a transfer together with a Transfer Request Fee of \$25.00 payable to the Limited Liability Company. The request for transfer shall designate the identity of the proposed transferee, his official address, and Social Security number.

VII - LIMITED LIABILITY

7.1 Except as and to the extent the Regulations specifically provide otherwise, a member, or agent of the members, shall not be liable for the debts, obligations or liabilities of the Limited Liability Company including under a judgment, decree or order of a court. Any repeal or modification of this Article or the Regulations shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member or agent of the members of the Limited Liability Company at the time of the repeal or modification.

VIII - DEATH/RESIGNATION, EXPULSION, BANKRUPTCY, DISSOLUTION OF A MEMBER, OR OTHER ACT TERMINATING A MEMBER

8.1 Death, Resignation, Etc. of a Member. If a Member dies, resigns, becomes bankrupt, dissolves, or if the existence of a Member that is a corporation or other legal entity terminates (the "Incapacitated Member"), or other act of dissolution occurs under Section 608.441 (1), Florida Statutes, the Company shall be dissolved six (6) months after the event unless: (a) The Company is continued by the consent of a majority in interest (as such term is interpreted for purposes of Section 301.7701-2(b)(1) of the Treasury Regulations) of the remaining Members; and (b) Either there are at least two remaining Members, or a new member is admitted to the Company. If the business of the Company is continued, a Majority in Interest of the remaining Members shall elect either to: (i) permit the Incapacitated Member's successor-in-interest to continue as an Assignee or substitute Member, or (ii) cause the Limited Liability Company to redeem the interest of the Incapacitated Member on the terms set forth in the Regulations. If the Incapacitated Member's successor-in-interest is permitted to continue as an Assignee or substitute Member, then the successor-in-interest shall be liable for the Incapacitated Member's

obligations arising under this Agreement and the Act. The rights of the Incapacitated Member or his successors-in-interest shall be as set forth in the Operating Agreement of the Limited Liability Company.

ARTICLE IX - CONFLICTS

9.1 Any contract or other transaction between the Limited Liability Company and one or more of its members or employees in which they are interested, directly or indirectly, or between the Limited Liability Company and any corporation or association of which one or more of its members or employees have an interest, directly or indirectly shall be valid for all purposes notwithstanding the presence of the member at the meeting of the members that act upon, or in reference to the contract or transaction; provided, the interested party does not vote or participate in the action; that the interested party discloses his interest before action is taken, and the contract or transaction is fair and reasonable as to the Limited Liability Company at the time it is authorized by the members. The Section is intended to expand the ability of the Limited Liability Company to conduct business with interested parties and shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it.

ARTICLE X - INITIAL REGISTERED AGENT AND OFFICE

10.1 The name of the initial registered agent of this Limited Liability Company is CHESTER J. TROW, who has signed a Certificate of Acceptance attached to these Articles of Organization to indicate his acceptance, which Certificate is incorporated herein by reference. The street address of the initial registered office where the registered agent is located is 1 NE First Avenue, Suite 303, Ocala, Florida 34470.

ARTICLE XI - AMENDMENT OF ARTICLES

11.1 The Limited Liability Company reserves the right to amend the Articles in any manner now or hereafter permitted by the law, or as provided by the Limited Liability Company's Regulations.

The undersigned affirms under penalties of perjury that the foregoing facts set forth in these Articles are true.

IN WITNESS WHEREOF, the undersigned member has executed these Articles of Organization this 13th day of March, 2000.

MEMBERS:

Paul Spicer
PAUL SPICER

Jeffrey S. Compton
JEFFREY S. COMPTON

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 13th day of March, 2000, by PAUL SPICER. Such person: (notary must check applicable box)

- ☒ is personally known to me.
- ☐ produced a current Florida Driver's License as identification.
- ☐ produced _____ as identification.
- ☐ sworn to or affirmed and subscribed before the undersigned notary.

C. J. Trow
Notary Public
State of Florida, at Large
My commission expires:



STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 13th day of March, 2000, by JEFFREY S. COMPTON. Such person: *(notary must check applicable box)*

- ☒ is personally known to me.
- ☐ produced a current Florida Driver's License as identification.
- ☐ produced _____ as identification.
- ☐ sworn to or affirmed and subscribed before the undersigned notary.



Notary Public
State of Florida, at Large
My commission expires:



Chester J. Troy
MY COMMISSION # CC823292 EXPIRES
May 1, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated Limited Liability Company at the place designated in this certificate, I hereby accept the appointment to act in this capacity, and agree to comply with the provisions of Sections 608.415 and 608.416, Florida Statutes, relative to keeping open said office. I am familiar with and accept the obligations of registered agent for A CUT ABOVE LAWN & LANDSCAPE Limited Liability Company.

DATED this 13th day of March, 2000.



Chester J. Troy
(Registered Agent)