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**TO:** Secretary of the State

*In an effort to improve our efficiency and expedite our service, we have developed this form. Please take appropriate action on the enclosed documents.*

**RE:**

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-08/08/01-01111-021  
\*\*\*125.00 \*\*\*125.00

**ACTION**

PLEASE FILE/RECORD

FYI

SIGN, WITNESS, NOTARIZE

**DOCUMENTS**

The following original documents: or  The following document copies:

ENCLOSED ARE THE ARTICLES OF ORGANIZATION FOR SUNHILL, LLC. WE HAVE ENCLOSED ONE ORIGINAL AND ONE COPY. IN ORDER TO EXPEDITE, PLEASE RETURN ONE STAMPED COPY TO US VIA FEDEX. I HAVE ALSO ENCLOSED A CHECK FOR \$125 (FILING FEE AND RESIDENT AGENT FEE).

SHOULD YOU NEED ANY ADDITIONAL MONEY OR INFORMATION, PLEASE CALL ME IMMEDIATELY AT THE NUMBER ABOVE.

*Thank you!*

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H. STRATTON SMITH III, P.A.

By: *Christina Zeloushan*  
*Senior legal assistant*

Date: 8.2.01

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*QR*

**ARTICLES OF ORGANIZATION**  
**OF**  
**SUNHILL PROPERTIES, L.L.C.**  
**A Florida Limited Liability Company**

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**ARTICLE I**  
**NAME**

The name of this limited liability company is "**Sunhill Properties, L.L.C.**", and is referred to in these Articles of Organization as the "Company."

**ARTICLE II**  
**PRINCIPAL OFFICE AND REGISTERED AGENT**

The principal office of the Company both physically and for mail purposes is at 611 W. Azeele St., Tampa, FL 33606. The Company's registered agent is **H. STRATTON SMITH III, ESQ.**, whose office is located at 611 W. Azeele St., Tampa, FL 33606.

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**ARTICLE III**  
**DURATION**

Unless dissolved earlier, the Company will dissolve automatically on May 20, 2030. Except for prior amendment to this Article III, no act by the Company or its shareholders can avoid that dissolution.

**ARTICLE IV  
ORGANIZER**

The organizer of the Company is H. Stratton Smith III, a natural person at least eighteen (18) years old.

**ARTICLE V  
PURPOSE AND POWERS**

This Company is organized with a general business purpose, has all powers provided by law and may use those powers for any lawful purpose.

**ARTICLE VI  
MANAGEMENT BY SHAREHOLDERS**

The Company will be managed by shareholders, as further provided in the Company's operating agreement.

**ARTICLE VII  
SHAREHOLDERS and RECORDS**

Shareholder records shall at all times be maintained by the Company. Evidence of ownership shall be in the form of shares recorded by the Company in its shareholder records.

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**ARTICLE VIII  
CONTRIBUTIONS**

**Section 8.01 Contributions Made**

The shareholder has contributed to the Company \$100.00 in cash.

**Section 8.02 Contributions Promised**

The shareholder has not promised to make future contributions.

**ARTICLE IX  
ADMISSION OF NEW SHAREHOLDERS**

The Company may admit new shareholders as provided in the Company's operating agreement.

**ARTICLE X  
DISSOLUTION**

**Section 10.01 Dissolution Upon the Occurrence of Specified Events**

The occurrence of any of the following events or conditions will cause the Company to dissolve automatically:

- (1) When the period fixed for the duration of the limited liability company expires
- (2) By unanimous written agreement of all shareholders
- (3) At any time there are no shareholders; unless within 90 days after the

occurrence of the event that terminated the interest of the last remaining shareholder, the personal or other legal representative of that shareholder agrees in writing to continue the limited liability company and agrees to the admission of the personal

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representative of such shareholder or its nominee or designee to the limited liability company as a shareholder.

(4) Upon the entry of an order of dissolution by a circuit court. Except for prior amendment to this section and in accord with such order of dissolution, no act by the Company or its shareholders can avoid this dissolution.

**Section 10.02      Dissolution and Dissolution Avoidance Following the  
Dissociation of a Shareholder**

(a) Dissociation Defined. "Dissociation of a shareholder" or "dissociation" occurs when the Company has notice or knowledge of an event that has terminated a shareholder's continued interest in the Company.

(b) Means of Avoiding Dissolution Following Shareholder Dissociation.

(i) To avoid dissolution under this Section 10.02(b), the Company must have at least two remaining shareholders. If a dissociation leaves the Company with only one remaining shareholder, that shareholder may admit an additional shareholder.

(ii) In addition to any means for avoiding dissolution provided by statute, dissolution is avoided upon the dissociation of a shareholder if, within ten (10) days of the dissociation, consent to avoid dissolution is obtained from a majority in interest of the remaining shareholders. The consent may be by vote, at a properly called shareholder meeting, or in writing.

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**ARTICLE XI  
DISTRIBUTIONS**

**Section 11.01 Interim Distributions**

The Company may make interim distributions of property to its shareholders.

**Section 11.02 Winding-Up Distributions**

The Company may make winding-up distributions of property to its shareholders, pro-rata to their interests.

**ARTICLE XII  
RELATIONSHIP OF ARTICLES OF ORGANIZATION TO OPERATING AGREEMENT**

If a provision of these Articles of Organization differs from a provision of the Company's operating agreement, then, to the extent allowed by law, the operating agreement will govern.

**ARTICLE XIII  
INDEMNIFICATION**

**Section 13.01 Definitions**

For purposes of this article, the terms defined in this section have the meanings given them.

(a) "Company" includes any domestic or foreign company that was the predecessor of this Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Official capacity" means (i) with respect to a manager, the position of manager in the Company, (ii) with respect to a person other than a manager, the

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elective or appointive office or position held by an officer, member of a committee of the Management Committee, if any, or the efforts undertaken by a Shareholder of the Company who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company, and (iii) with respect to a manager, shareholder officer, employee, or agent of the Company who, while a manager, officer, employee, or agent of the Company, is or was serving at the request of the Company or whose duties in that position involve or involved service as a manager, officer, partner, trustee, or agent of another organization or employee benefit plan, the position of that person as a manager, officer, partner, trustee, employee, or agent, as the case may be, of the other organization or employee benefit plan.

(c) "Proceeding" means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company.

(d) "Special legal counsel" means counsel who has not represented the Company or a related company, or a manager, officer, member of a committee of the Management Committee, if any, employee, or agent whose indemnification is in issue.

**Section 13.02 Mandatory Indemnification; Standard**

(a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in

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connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person

(i) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

(ii) acted in good faith;

(iii) received no improper personal benefit; and

(iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and

(v) in the case of acts or omissions occurring in the official capacity described in Section 13.01(b)(i) or Section 13.01(b)(ii), reasonably believed that the conduct was in the best interests of the Company, or in the case of acts or omissions occurring in the official capacity described in Section 13.01(b)(iii), reasonably believed that the conduct was not opposed to the best interests of the Company. If the person's acts or omissions complained of in the proceeding relate to conduct as a manager, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the Company if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.



(b) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth in this Section 13.02.

**Section 13.03 Advances**

If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding,

(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 13.02 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied, and

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this article.

The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

**Section 13.04 Reimbursement to Witness**

Subject to the qualification under the standards described in Section 13.02, the Company will reimburse expenses, including attorney fees and disbursements, incurred

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by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

**Section 13.05 Determination of Eligibility**

(a) All determinations as to whether indemnification of a person is required because the criteria stated in Section 13.02 have been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 13.03 will be made:

(i) by the Shareholders by a majority of a quorum (shareholders who are at the time parties to the proceeding shall not be counted for determining either a majority or the presence of a quorum);

(ii) if a determination is not made under clause (i), by a majority of the Shareholders, excluding the votes held by parties to the proceedings; or

(iii) if an adverse determination is made under clauses (i) through (ii) or under paragraph (b), or if no determination is made under clauses (i) through (ii) or under paragraph (b) within sixty (60) days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, by a court in the State of Florida, which may be the same court in which the proceeding involving the person's liability is taking or has taken place, upon application of the person and any notice the court requires.

(b) With respect to a person who is not, and was not at the time of the acts or omissions complained of in the proceedings, a manager, officer, or person possessing, directly or indirectly, the power to direct or cause the direction of the management or

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policies of the Company, the determination whether indemnification of this person is required because the criteria set forth in Section 13.02 have been satisfied and whether this person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 13.03 may be made by an annually appointed committee of the Shareholders, if any. The committee shall report at least annually to the Shareholders.

**Section 13.06 Insurance**

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

**Section 13.07 Disclosure**

The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the Required Records.

**Section 13.08 Discretionary Indemnification of Others**

Nothing in this Article XIII limits the ability of the Shareholders to cause the Company to indemnify any person or entity not described in this Article XIII pursuant to, and to the extent described in, an agreement authorized by an act of the Shareholders.

Executed this 2<sup>nd</sup> day of August, 2001

BY:

  
\_\_\_\_\_  
H. Stratton Smith III, Authorized Representative

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**ACCEPTANCE OF REGISTERED AGENT**

**FOR SUNHILL PROPERTIES L.L.C.**

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company. 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.

Date: 8-02-01

  
\_\_\_\_\_  
H. Stratton Smith III, Resident Agent

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