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Requester's Name

Cit

**Ramate**  
**CONSTRUCTION INC**

Licensed & Insured Building Contractors

P.O. Box 2291

Sarasota, FL 34230

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. \_\_\_\_\_  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

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\*\*\*160.00 \*\*\*160.00

- ☐ Walk in ☐ Pick up time ☐ Certified Copy  
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

**NEW FILINGS**

- ☐ Profit  
☐ Not for Profit  
☐ Limited Liability  
☐ Domestication  
☐ Other

**OTHER FILINGS**

- ☐ Annual Report  
☐ Fictitious Name

**AMENDMENTS**

- ☐ Amendment  
☐ Resignation of R.A., Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☐ Merger

**REGISTRATION/QUALIFICATION**

- ☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Trademark  
☐ Other

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2001 DEC 18 PM 2:56  
TALLAHASSEE, FLORIDA

Examiner's Initials

December 6, 2001

**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY**

**ARTICLE I - Name:**

The name of the Limited Liability Company is:  
*Sinkhole Properties, L.L.C.*

**ARTICLE II - Address:**

The mailing address and street address of the principal office of the Limited Liability Company is:  
*P.O. Box 2291 Sarasota, Fl. 34230*

**ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:**

The name and the Florida street address of the registered agent:

*Ramsey J. Frangie*

Name

*3521 Almeria Ave.*

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

*Sarasota, Fl. 34239*

City, State, and 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 608, F.S..*

Registered Agent's Signature

**Article IV - Management (Check box if applicable.)**

☒ The Limited Liability Company is to be managed by one manager or more managers and is, therefore, a manager - managed company.  
(An additional article must be added if an effective date is requested)

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

*RAMSEY J. FRANGIE*

Typed or printed name of signee

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DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**Filing Fees:**  
**\$100.00 Filing Fee for Articles of Organization**  
**\$ 25.00 Designation of Registered Agent**  
**\$ 30.00 Certified Copy (Optional)**  
**\$ 5.00 Certificate of Status (Optional)**

#### Article V

##### Voting

Each percentage of membership interest has one vote on each matter on which the membership interest is entitled to vote. Cumulative voting is not allowed. With respect to any matter other than the election of the Managers, for which the affirmative vote of the holders of a specified portion of the membership interest entitled to vote is required by the State of Florida Limited Liability Company Act and notwithstanding that such Act may require a portion of the membership interest entitled to vote that exceeds that specified in this Article the act of the Members on that matter shall be the affirmative vote of the holders of a majority of the membership interest entitled to vote on that matter, rather than the affirmative vote otherwise required by such Act.

#### Article VI

##### Company Actions

- (a) Any action required by the State of Florida Limited Liability Company Act and any amendments to that act, shall be taken at any annual or special meeting of Members of the Limited Liability Company.
- (b) Or any action, which may be taken at any annual or special meeting of Members of the Limited Liability Company, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interest entitled to vote on the action were present and voted.
- (c) Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the State of Florida Limited Liability Company Act, and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of such Act.
- (d) Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

#### Article VII

##### Indemnification

- (a) The company shall indemnify every manager, and the manager's heirs, executors and administrators, against expenses actually and reasonably incurred by the manager, as well as against any amount paid upon a judgment in connection with

any action, suit, or other proceeding, civil or criminal, to which the manager may be made a party by reason of having been a manager of this limited liability company.

- (b) This indemnification is being given because the manager(s) will be requested by the company to act for and on behalf of the company to act for the company's benefit.
- (c) This indemnification is not exclusive of other rights to which the manager(s) may be entitled.
- (d) The manager(s) are entitled to the fullest indemnification allowed by the current law or as the law may be amended after the adoption of these articles.
- (e) A manager shall be liable to the company for the following actions:
  - a. Any breach of his or her duty of loyalty to the company or to its members:
  - b. An act or omission that was taken in bad faith and which constitutes a breach of the Manager's duty to the company by an act that is grossly negligent, malicious or intentional as those terms are defined by law:
  - c. A transaction in which the manager benefits to the detriment of the company or its members.
  - d. An action for which the manager is liable at law and for which an indemnification is not allowed.

#### Article VIII

##### Purpose

The purpose for which this limited liability company is organizing is to transact any and all lawful business for which limited liability companies may be organized under the laws of the State of Florida, including, but not limited to, the following:

- (a) To carry on any business or any other legal or lawful activity allowed by law:
- (b) To acquire, own, use, convey and otherwise dispose of and deal in real or personal property or any interest in such property:
- (c) To do such other acts as are incidental to the foregoing or desirable in order to accomplish the purpose for which the company was formed:
- (d) To have and exercise all rights and powers that are now or may hereafter be granted to a limited liability company by law.

The foregoing shall be construed as objects, purposes, powers and enumeration thereof shall not be held to limit or restrict in any manner the powers hereafter conferred on this limited liability company by the laws of the State of Florida.

#### Article IX

##### Right To Continue Business

In the event of the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event that terminates the continued membership of a member in this Limited Liability Company, the remaining members have the right under the operating agreement to continue the business of the Limited Liability Company.

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CLERK OF CIRCUIT COURT  
ALACHUA COUNTY, FLORIDA

Article X

**Treatment as Partnership**

This Limited Liability Company is intended to be treated as a partnership for the purposes of federal income taxation.

Article XI

**Certificate of Membership; Transferability of Certificate**

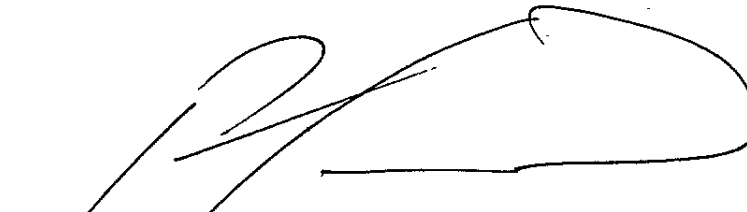
A member's interest in this Limited Liability Company may be evidenced by a certificate of membership interest signed by a member-manager, which may be assigned or transferred. The right to assign or transfer a member's interest in this Limited Liability Company is limited by the provisions of the Operating Agreement.

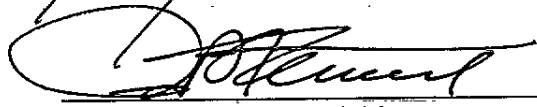
Article XII

**Capital and Additional Members**

Members shall be required to make additional contributions to the capital of the company. Additional members shall be admitted upon the written consent of all the members. There are no preemptive rights on behalf of any Member.

IN WITNESS HEREOF, We have hereunto set our hands on this 6th day of  
December, 2001.

  
\_\_\_\_\_  
Ramsey J. Frangie

  
\_\_\_\_\_  
Daniel Stewart

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