



LD20000003676

ACCOUNT NO. : 072100000032

REFERENCE : 374723 7135935

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : February 14, 2002

ORDER TIME : 1:42 PM

ORDER NO. : 374723-005

CUSTOMER NO: 7135935

CUSTOMER: Gary E. Massey, Esq
Gary E. Massey, P.a.

One Douglas Place
100 West Citrus Street
Altamonte Sprin, FL 32714

DOMESTIC FILING

NAME: SIHLE PROPERTIES, L.L.C.

EFFECTIVE DATE:

XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Norma Hull - EXT. 1115

EXAMINER'S INITIALS:

02 FEB 14 03 03 PM RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

600004927896--7

-02/15/02--01005--001

***155.00 ***155.00

Handwritten signature/initials
2-15-02

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

Article I - Name

The name of the Limited Liability Company is:

SIHLE PROPERTIES, L.L.C.

Article II - Address

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

871 Douglas Avenue
Altamonte Springs, Florida 32716

Article III - Duration

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

Perpetual

Article IV - Management

The Limited Liability Company is to be managed by a manager or managers and the names(s) and address(es) of such manager(s) is/are:

1. **Officers and Managers.** The parties agree that the officers and managers of the LLC, if any, shall be as follows:

GERALD K. SIHLE, Manager
GERALD K. SIHLE, President
MICHAEL D. SIHLE & KENNETH G. SIHLE, Vice-President(s)
JOAN D. SIHLE, Secretary

2. **Actions.** The parties agree that as long as the Members or any of them are members of the LLC, (a) any action requiring the consent of the Members shall not be taken unless all the Members unanimously agree to said action.

Article V

3. **Distribution of Income.** The parties agree that the LLC shall distribute each of the net profits as contained in the operating agreement. The parties also agree that the LLC shall distribute each year at least thirty (30%) percent of its taxable income to be distributed to each Member in the same proportion as taxable income is reportable in each Member's federal tax return. The parties agree that this amount may be changed by unanimous consent in the event of a federal tax rate change.

Article VI

4. **Negative Covenants.** The LLC will not, without the express written consent of all the Members:

(a) enter into any agreements including any agreements to borrow money,

or to obligate the LLC for any amount in excess of \$500.00;

(b) materially change or alter the nature of its business;

(c) make loans to any person, firm or entity;

(d) change, alter, modify or permit any change, alteration, or modification of its certificate of organization, operating agreement or other governing documents without the express written consent of all the parties;

(e) enter into any agreement to sell all or substantially all of its assets to any person, firm, or other entity;

(f) consolidate with, merge with, or acquire the stock or assets of any person, firm, or other entity, whether by merger, consolidation, purchase of stock or otherwise; and

(g) declare or pay any cash distributions on, or redeem, retire or otherwise acquire, directly or indirectly, any LLC interest; provided however that the LLC shall be permitted to take such actions consistent with this Agreement.

Article VII

5. **Nontransferability of Interests.** No party nor their heirs, executors, administrators, and assigns shall sell, assign, create a security interest in, pledge, or otherwise transfer or encumber the Interests issued or to be issued hereunder

02 SEP 14 AM 6:31
OFFICE OF STATE
RECORDS & CLERK
TAMPA, FL 33604

AMERICAN
ARIZONA
TAMPA

without the prior written consent of the other Members.

Article VIII

6. **Interests.** This Agreement shall control the disposition of any Interest of the LLC now owned or hereafter acquired by the Members.

Article IX

7. Miscellaneous.

(a) *Entire Agreement/Modification.* This Agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

(b) *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to

other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(c) *Successor and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.

(d) *Notices.* All notices, requests, demands, and other communications made hereunder shall be in writing and shall be deemed duly given if delivered or sent by telex, facsimile, or registered or certified mail, postage prepaid, as follows, or to such other address or person as the party may designate by notice to the other party hereunder:

GERALD K. SIHLE and
JOAN D. SIHLE

871 Douglas Avenue
Altamonte Springs, Florida 32716

MICHAEL D. SIHLE

871 Douglas Avenue
Altamonte Springs, Florida 32716

KENNETH G. SIHLE

871 Douglas Avenue
Altamonte Springs, Florida 32716

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-17-81 BY 3113

(e) *Construction.* Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

(f) *Execution and Counterparts.* This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

(g) *Governing Law.* This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida.

Article X - Registered Agent and Address

The name and street address of the initial registered agent for service of process in the State of Florida is as follows:

GARY E. MASSEY
100 West Citrus Street
Altamonte Springs, Florida 32714

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 12th day of February, 2002.

RECEIVED
OFFICE OF THE
CLERK OF THE
COURT
JAN 16 2002
10:31 AM

ALTA
AND
FILE

Gerald K. Sihle
GERALD K. SIHLE

Joan D. Sihle
JOAN D. SIHLE

Michael D. Sihle
MICHAEL D. SIHLE

Kenneth G. Sihle
KENNETH G. SIHLE

STATE OF FLORIDA

COUNTY OF SEMINOLE

I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared GERALD K. SIHLE and JOAN D. SIHLE, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. Said persons provided the following type of identification: Drivers Licenses

Witness my hand and official seal in the County and State last aforesaid this 12th day of February, A.D. 2002.

Barbara W. Aldinger
Notary Signature

Printed Name
My Commission Expires:



RECEIVED
NOTARY PUBLIC
STATE OF FLORIDA
FEB 14 4:31 PM

APPROPRIATE
AND
FILED

STATE OF FLORIDA

COUNTY OF SEMINOLE

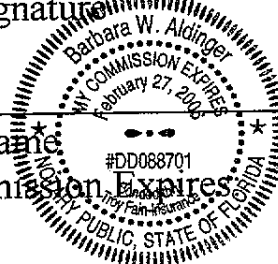
I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MICHAEL D. SIHLE and KENNETH G. SIHLE, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. Said persons provided the following type of identification: Drivers Licenses

Witness my hand and official seal in the County and State last aforesaid this 12th day of February, A.D., 2002.

Barbara W. Aldinger
Notary Signature

Printed Name

My Commission Expires



ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

That I, GARY E. MASSEY, hereby accepts the position of Registered Agent for SIHLE PROPERTIES, L.L.C., and I am familiar with and accept the obligations of that position as provided for in Chapter 608, Florida Statutes.

DATED this 13th day of February, 2002.

Gary E. Massey
GARY E. MASSEY

RECEIVED
SECRETARY OF STATE
JAN 31 2002

AND
FILED