

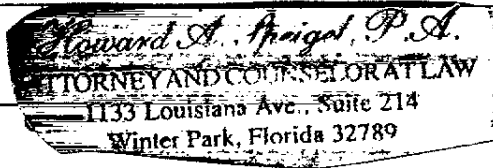
LO200033990

Requestor's Name

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02 DEC 17 PM 12:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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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-10/21/02--01043--010
****125.00 ****125.00

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

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

W002-30408

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12/11/02--01010--008 **25.00



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

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02 DEC 17 PM 12:19
DEPT. OF STATE
TALLAHASSEE, FLORIDA

October 22, 2002

HOWARD A. SPEIGEL, P.A.
1133 LOUISIANA AVE.
SUITE 214
WINTER PARK, FL 32789

SUBJECT: HARBOUR BEND PARTNERSHIP, L.L.C.
Ref. Number: W02000030408

We have received your document for HARBOUR BEND PARTNERSHIP, L.L.C. and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name of the entity cannot include "PARTNERSHIP." This word/abbreviation is readily associated with or is commonly used to denote another type of entity. Please amend your document throughout accordingly.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt
Document Specialist

Letter Number: 502A00058391



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

November 20, 2002

HOWARD A. SPEIGEL, P.A.
1133 LOUISIANA AVE.
SUITE 214
WINTER PARK, FL 32789

SUBJECT: HARBOUR BEND PARTNERSHIP, L.L.C.
Ref. Number: W02000030408

We have received your document for HARBOUR BEND PARTNERSHIP, L.L.C. and your check(s) totaling \$125.00. However, the document has not been filed and is being retained in this office for the following:

THE FEE TO FILE A CONVERSION IS \$25.00.

There is a balance due of \$25.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6094.

Agnes Lunt
Document Specialist

Letter Number: 402A00062828

CERTIFICATE OF CONVERSION

Pursuant to section 608.439, Florida Statutes, the following unincorporated business entity hereby submits the attached articles of organization and this certificate of conversion to convert to a Florida limited liability company:

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STATE
OFFICE, FLORIDA

FIRST: The name of the unincorporated business immediately prior to filing this document was:

JWJ TRUST AGREEMENT

SECOND: The date on which and the jurisdiction in which the unincorporated business was first created or otherwise came into being are:

- A. Date: December 2, 1986
- B. Jurisdiction: Florida
- C. If different from the above noted jurisdiction, the jurisdiction immediately prior to its conversion: _____

THIRD: The name of the limited liability company as set forth in the attached articles of organization is:

HARBOUR BEND, L.L.C.



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.)

David Meadows, Trustee of the JWJ Trust Agreement dated December 2, 1986

Howard A. Spiegel, P.A.

ATTORNEY AND COUNSELOR AT LAW

1133 Louisiana Avenue
Suite 214
Winter Park, Florida 32789
(407) 647-5700
FAX (407) 647-8272
TALLAHASSEE, FLORIDA

November 14, 2002

Agnes Lunt
Document Specialist
Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

In re: Harbour Bend, L.L.C. ; W02000030408

Dear Ms. Lunt:

Enclosed please find corrected Articles of Organization for Harbour Bend, L.L.C. (previously Harbour Bend Partnership, LLC), together with Certificate of Conversion and Designation of Registered Agent.

Please file the documents at your earliest possible convenience.

Very truly yours



Howard A. Spiegel, Esquire

Enclosure

HAS\bah

ARTICLES OF ORGANIZATION
OF
HARBOUR BEND, L.L.C
A Florida Limited Liability Company

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02 DEC 17 PM 12:19
CLERK OF STATE
TALLAHASSEE, FLORIDA

PREAMBLE

We, the undersigned, do hereby associate ourselves under the following Articles, for the purpose of forming a limited liability company under the laws of the State of Florida.

ARTICLE I

NAME

The name of this Limited Liability Company is: HARBOUR BEND, L.L.C.

ARTICLE II

GENERAL NATURE OF BUSINESS

The general nature of the business to be transacted by this limited liability company is:

(1) To engage in any activity or business permitted under the laws of the United States and the State of Florida, except business governed by other regulatory statutes.

ARTICLE III

LIMITED LIABILITY COMPANY POWERS

This Limited liability company shall have all powers now and hereafter granted Limited liability Companies for profit under the laws of the State of Florida, including, but not limited to:

(1) Make and enter into all contracts necessary and proper for the conduct of its business.

(2) Conduct business, have one or more Members with interests in the L.L.C., and buy, hold, mortgage, sell, convey, lease or otherwise dispose of real and personal (tangible and intangible) property or any interest therein of any nature whatsoever, in this state and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and foreign countries.

(3) Purchase the corporate assets of any corporation and engage in the same character of business.

(4) Acquire, take, hold, sell and dispose of patents, copyrights, trade marks and any licenses or other assets or interests thereunder of therein.

(5) Acquire, take, hold, sell and convey such property as may be necessary in order to obtain or secure payment of any indebtedness or liability to it.

(6) Guarantee, endorse, purchase, deal in, hold, sell, transfer, mortgage, exchange, pledge or otherwise dispose of, alone, in syndicate, or otherwise in conjunction with others, the shares of the capital stock of, or any bonds, securities or other evidences of indebtedness created by any other limited liability company, association, partnership, syndicate, entity,

person or governmental, municipal or public authority in this state or any other state or government and, while owner thereof, exercise all the rights, powers and privileges of ownership, including voting rights.

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CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

(7) Contract debts and borrow money at such rates of interest not to exceed the lawful interest rate and upon such terms as it or its Board of Directors may deem necessary or expedient and shall authorize and agree upon, issue and sell or pledge bonds, debentures, notes and other evidences of indebtedness, whether secured or unsecured, including obligations which are convertible into the capital stock of the limited liability company, and execute such mortgages and other instruments upon or encumbering its property or credit to secure the payment of money borrowed or owing by it, as occasion may require and the Management may deem expedient; and

a. Provide in such instruments for transferring Company property of every kind and nature then belonging to or thereafter acquired by it, as security for any bonds, notes, debenture or other evidence of indebtedness issued or debts or sums of money owing by it; and

b. Provide in case of the sale of any property by virtue of any such instrument of, or any foreclosure, the party acquiring title shall have the same rights, privileges, grants, franchises, immunities and advantages, in and by such instruments enumerated or conveyed, as belonged to and were enjoyed by it.

(8) Lend and advance money, extend credit, take notes and any kind or nature of evidence of indebtedness therefor.

(9) Make gifts for educational, scientific or charitable purposes.

(10) Indemnify any person made a party, or threatened to be made a party, to any threatened, pending or completed action, suit or proceeding:

a. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the limited liability company to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of director, officer, employee, or agent of the limited liability company, or of any other limited liability company, partnership, joint venture, trust, or other enterprise which he served as such at the request of the limited liability company, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, proceeding, or any appeal therein, if such person acted in good faith and in the reasonable belief that such action was in the best interest of the limited liability company, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent shall not in itself create a presumption that any such director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the limited liability company or that he had reasonable grounds for belief that such action was unlawful;

b. By or in the name of the limited liability company to procure a judgment in its favor by reason of his being or having been a director, officer, employee or agent of the limited liability company, or of any other corporation, partnership, joint venture,

trust, or other enterprise which he served as such at the request of the limited liability company, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection an appeal therein, if such person acted in good faith and in the reasonable belief that such action was in the best interest of the limited liability company. Such person shall not be entitled to indemnification in relation to matters as to negligence or misconduct in the performance of his duty to the limited liability company unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

c. To the extent that a director, officer, employee or agent in the L.L.C., management, officer, employee or agent of the company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph (a) or (b), or in any defense of any claim, issue, or matter therein, he shall be indemnified against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection therewith.

d. If a determination is made that indemnification of the director, officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Paragraph (a) or (b), unless indemnification is ordered by the tribunal before which such action, suit, or proceeding is held. Such determination shall be made by the Members with interest in the L.L.C. who were not parties to such action, suit or proceeding.

(11) Pay expenses incurred in defending any action, suit or proceeding in advance of the final disposition of such action, suit, or proceeding as authorized in the manner provided herein upon receipt of an undertaking by or on behalf of the member, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the limited liability company as authorized by this section.

(12) Indemnify any person, identified in Subsection 10, without affecting any other rights to which those indemnified may be entitled under any provision herein.

(13) Purchase and maintain insurance on behalf of any person who is or was a Member, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against liability asserted against him and incurred by him in any such capacity or arising out of his status as such.

(14) Enter into general partnerships, limited partnerships (whether the limited liability company be a limited or general partner), joint ventures, syndicates, pools, associations, and other arrangements for carrying on one or more of the purposes set forth in its Articles of Organization, jointly or in common with others, so long as the participating L.L.C., corporation, person, or association would have power to do so alone.

ARTICLE IV

TERMS OF EXISTENCE

This limited liability company shall exist perpetually.

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ARTICLE V

MEMBERS WITH INTEREST IN L.L.C. AND MANAGEMENT

(1) This company shall be a manager-managed and the business shall be conducted by the following Management Group designated by the Members with interest in the L.L.C. for such purpose. Corporate action shall be approved by a majority vote of members of the Management Group.

(2) The names and street addresses of the members are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jessica Locke	2626 Tryon Place, Windermere, FL 34786
Whitney Woods	2907 Bayshore Vista Dr., Tampa, FL 33649
David Meadows Trustee of the JWJ Trust Agreement dated December 2, 1986, as amended December 30, 1999	400 Saddleworth Place, Heathrow, FL 32746

(3) The management of the Harbour Bend, L.L.C. shall be as follows:

<u>NAME</u>	<u>MANAGEMENT POSITION</u>	<u>ADDRESS</u>
David Meadows	General Manager	400 Saddleworth Place Heathrow, FL 32746

(4) Matters Affecting Management:

- i. Any matter relating to the business of this limited liability company may be exclusively decided by the manager.
- ii. The manager must be designated, appointed, elected, removed, or replaced by a vote, approval, or consent of a majority-in-interest, of the members, and, the manager shall hold office until a successor has been elected and qualified, unless the manager sooner resides or is removed.
- iii. Actions requiring the consent of the manager may be taken without a meeting.

ARTICLE VI

STREET ADDRESS AND DESIGNATION OF REGISTERED AGENT

Harbour Bend, L.L.C., desiring to organize under the laws of the State of Florida, has designated its principal office and mailing address at 400 Saddleworth Place, Heathrow, FL 32746 and has named as its initial Registered Agent, David Meadows, whose address is 400 Saddleworth Place, Heathrow, FL 32746.

ARTICLE VII

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ORGANIZING MEMBERS OF THE L.L.C.

02 DEC 17 PM 12:19

The name and address of the persons signing these Articles of Organization on behalf of the organizing members are: TALLAHASSEE, FLORIDA

ORGANIZING MEMBER

ADDRESS

Jessica Locke

2626 Tryon Place, Windermere, FL 34786

Whitney Woods

2907 Bayshore Vista Dr., Tampa, FL 33649

David Meadows Trustee
of the JWJ Trust Agreement
dated December 2, 1986,
as amended December 30, 1999

400 Saddleworth Place, Heathrow, FL 32746

ARTICLE VIII

ADMISSION OF NEW MEMBERS

The Company shall admit new members as follows:

All existing members shall have first received notice of the intent to admit a new member. Such notice shall be in writing and sent out ten (10) days prior to the date which the new member intends to join. Upon the 10th day or any time set in the written notice, all the existing members shall vote to allow the new member to join. It is agreed that a vote of 66% of the existing members of record shall be necessary to ratify the acceptance of the new member. It shall be a condition that such new member deposit a sum equal to the percentage of paid-in-capital the new member is to be assigned.

Such deposit shall be made before said new member shall be considered for membership in escrow with the attorneys designated by the company at the time notice is sent to the existing members of record. Acceptance of the new member shall constitute immediate authority of the company attorney to deposit all the sums into the company's account and said amount shall be designated (additional) paid-in-capital.

ARTICLE IX

CONTINUANCE OF MEMBERSHIP

In case of death, retirement, resignation or dissolution of a member or the occurrence of any event which terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue operating the company as if the member were still a participating member. Upon such occurrence the former member or his heirs, designee, trustee or designee shall be entitled to receive the percentage of profit or losses as existed prior to such event.

By: Whitney Woods FILED
Whitney Woods 02 DEC 17 PM 12:19
By: Jessica Locke SECRETARY OF STATE
Jessica Locke FLORIDA
By: David Meadows
David Meadows Trustee
of the JWJ Trust Agreement
dated December 2, 1986,
as amended December 30, 1999

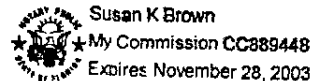
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WHITNEY WOODS, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the personally known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 7th day of October, 2002. WITNESS my hand and official seal in the county and state last aforesaid.

Susan K. Brown
Notary

My Commission Expires:



STATE OF FLORIDA
COUNTY OF ORANGE

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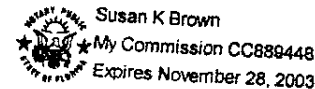
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, JESSICA LOCKE, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the personally known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 7th day of October, 2002. WITNESS my hand and official seal in the county and state last aforesaid.

Susan K. Brown
Notary

My Commission Expires:



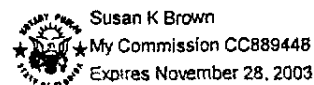
STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DAVID MEADOWS as trustee, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the personally known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 7th day of October, 2002. WITNESS my hand and official seal in the county and state last aforesaid.

Susan K. Brown
Notary

My Commission Expires:



CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA STATUTES, THE 9
UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO
DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA. STATE
TALLAHASSEE, FLORIDA

1. The name of the limited liability company is: Harbour Bend, L.L.C.
2. The name and the Florida street address of the registered agent are:
David Meadows, 400 Saddleworth Place, Heathrow, FL 32746

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.

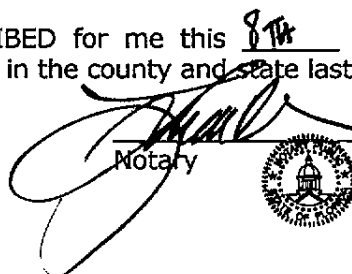


David Meadows, as trustee

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, David Meadows as trustee of the JWJ Trust Agreement, to me well known, and known to me to be the individual described in and who executed the foregoing, and whose identity was further established by presentation to me of the personally known (form of identification) and who acknowledged before me that all of their statements herein are true and correct, and that he/she executed the same freely and voluntarily for the purposes therein expressed.

SWORN TO AND SUBSCRIBED for me this 8TH day of NOVEMBER, 2002.
WITNESS my hand and official seal in the county and state last aforesaid.

My Commission Expires:


Notary

Linda E. Clark
MY COMMISSION # DD116366 EXPIRES
May 12, 2006
BONDED THRU TROY FAIN INSURANCE, INC.