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BK

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is: MINDFREE, LLC

ARTICLE II - Address:

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

203 LAUREL OAK DRIVE
MUSCLE SHOALS, ALABAMA 35661

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

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

MICHAEL WILSON

Name

65 DALTON DRIVE

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

SEAGROVE BEACH FL 32459

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.

Michael Wilson

Registered Agent's Signature

(An additional article must be added if an effective date is requested)

J. Wesley Wilson

Signature of a member of 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.)

TRUDY WILSON

Typed or printed name of signee

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)

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TALLAHASSEE

STATE OF FLORIDA)
 :
WALTON COUNTY)

**ARTICLES OF ORGANIZATION
OF
MINDFREE, LLC.**

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TALLAHASSEE, FLORIDA

1 The name of the limited liability company is Mindfree, LLC (hereinafter referred to in these Articles of Organization as the "Company").

2 The existence of the Company shall commence on the date of the filing of these Articles of Organization with the Florida Department of State – Division of Corporations, and shall continue until December 31, 2053; provided, however, that the Company shall be dissolved prior to such date (a) upon the written consent of all of the members; (b) as provided in the Operating Agreement; or (c) as may be required by the Florida Limited Liability Company Act.

3 The purpose for which the Company is organized is:

To engage in the business of acquiring, buying, selling, improving, using, operating and handling the assets of all kinds including, but not limited to, motor vehicles, and to pay for the same in cash, stocks, bonds, debentures, or other securities of the Company or otherwise, and to engage in the transaction of any or all lawful business for which Limited Liability Companies may be organized under the laws of the State of Florida.

4 The location of the initial registered office of the Company is 65 Dalton Drive, Seagrove Beach, Florida 32459. The name of its initial registered agent at that address is Michael Wilson

5 The names and mailing addresses of the Members of the Company are as follows:

Michael Allen Wilson, Sr.	203 Laurel Oak Drive Muscle Shoals, Alabama 35661
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Trudy Ann Wilson	203 Laurel Oak Drive Muscle Shoals, Alabama 35661
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6 The Members of the Company, acting by unanimous written consent thereof, shall have the right to admit additional members (including substitute members) to the Company; provided, however, that if there shall be only one remaining Member of the Company, and such Member assigns the Member's entire membership interest (including financial and other rights), the assignee of such membership interest shall be automatically admitted as a substitute Member of the Company without any further action on the part of such remaining Member. The terms and conditions of the admission of additional Members (including substitute Members) to the Company shall be as set forth in the Operating Agreement of the Company.

7 The remaining members of the Company shall have the right to continue the legal existence and business of the Company after an event of dissociation (as set forth in the Operating Agreement) terminate the continued membership of a member in the Company if: (i) there are at least two remaining members, or at least one remaining member and a new member is admitted; and (ii) the legal existence and business of the Company is continued by the written consent of a majority in interest of the remaining members within ninety (90) days after the occurrence of the event of disassociation. For the purpose of this provision, a majority in interest of the remaining members means interests of one or more remaining members which, when taken together, exceeds fifty percent (50%) of the capital interests and fifty percent (50%) of the profits interests of the remaining members.

8 Management of the Company shall be vested in its Members.

9 (a) No Member shall be liable to the Company or any other person, firm or entity for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member on behalf of the Company.

(b) Each Member shall be fully protected in relying upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any person, firm or entity as to matters within the professional or expert competence of such person or entity and who or which has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or other facts pertinent to the existence and amount of assets from which distributions to the Members might property be paid.

(c) To the extent that, at law or in equity, a Member has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any Member, such Member acting under these Articles of Organization or the Operating Agreement of the Company shall not be liable to the Company or to any Member thereof for the Member's reliance on the provisions of these Articles of Organization, the Operating Agreement of the Company or the Act. The provisions of this Article 9, to the extent that they restrict the duties and liabilities of a Member otherwise existing at law or in equity, shall replace such other duties and liabilities of such Member or manager.

10 (a) To the fullest extent permitted by applicable law, each Member shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member by reason of any act or omission performed or omitted by such Member on behalf of the Company.

(b) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Member in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Member to repay such amount it is shall be determined that the Member is not entitled to be indemnified as authorized in this Article 10.

(c) The Company may purchase and maintain insurance, to the extent and in such amounts as the Members shall, in their sole discretion, deem reasonable, on behalf of the Members and such other persons or entities as the Member shall determine, against any liability that may be asserted against or expenses than may be incurred by any such person or entity in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this Article 10.

19 IN WITNESS WHEREOF, the undersigned have affixed their hands and seals on this the day of March, 2003.


MICHAEL ALLEN WILSON, SR.


TRUDY ANN WILSON