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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

T+P Investment, LLC

- ☐ Art of Inc. File
- ☐ LTD Partnership File
- ☐ Foreign Corp. File
- ☒ L.C. File
- ☐ Fictitious Name File
- ☐ Trade/Service Mark
- ☐ Merger File
- ☐ Art. of Amend. File
- ☐ RA Resignation
- ☐ Dissolution / Withdrawal
- ☐ Annual Report / Reinstatement
- ☐ Cert. Copy
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- ☐ Certificate of Good Standing
- ☐ Certificate of Status
- ☐ Certificate of Fictitious Name
- ☐ Corp Record Search
- ☐ Officer Search
- ☐ Fictitious Search
- ☐ Fictitious Owner Search
- ☐ Vehicle Search
- ☐ Driving Record
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- ☐ UCC 11 Search
- ☐ UCC 11 Retrieval
- ☐ Courier

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Signature

Requested by:

Name SX Date 4/8/03 Time 9:50

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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I-

Name:

The name of the Limited Liability Company is: **T&P INVESTMENT, LLC**

ARTICLE II-

Address:

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

2140 S.W. Gatlin Blvd.
Port St. Lucie, Florida 34953

ARTICLE III-

Registered Agent, Registered Office & Registered Agent's Signature:

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

Albert Labossiere
2140 S.W. Gatlin Blvd.
Port St. Lucie, Florida 34953

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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 Agents Signature

ARTICLE IV:

Term:

Term. The Company shall continue in existence until it is terminated under this Operating Agreement or by the provisions of the Florida Act.

ARTICLE V:

Purpose:

Purpose: The business and purpose of the Company shall consist solely of the acquisition, operation and disposition of the real estate project known as Discount Personal Storage (the "Property") and to enter into a loan transaction ("Loan") with Column Financial, Inc., (the "Lender") in which the Company shall borrow certain monies in the approximate amount of One Million Four Hundred Sixty Two Thousand Five Hundred Dollars (\$1,462,500.00) from the Lender. The Company shall not become a shareholder of or a member or partner in any entity which acquires any property other than the Property. The Company shall:

(a) Not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any asset or property (real or personal) other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

(b) Not engage in any business other than the ownership, management and operation of the Property;

(c) Not enter into any contract or agreement with any Principal, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with the Company or Principal (an "Affiliate"), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any Principal or Affiliate;

(d) Not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances and no indebtedness other than the Loan may be secured (subordinate or pari passu) by the Property;

(e) Not make any loans or advances to any third party, nor to Principal, any Affiliate or any constituent party of Company;

(f) Pay its debt from its assets as the same shall become due;

(g) Do all things necessary to preserve its existence, and the Company shall not, nor will the Company permit Principal to amend, modify or otherwise change the Articles or Organization, Operating Agreement or other organizational documents of the Company or Principal in a manner which would adversely affect the Company's existence as a single purpose entity;

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(h) Maintain books and records and bank accounts separate from those of any other person or entity, and Company will file its own tax returns;

(i) At all times hold itself out to the public as, a legal entity separate and distinct from any other entity (including and Affiliate, any constituent party of Company or any Principal);

(j) Preserve and keep in full force and effect its existence, good standing and qualification to do business in the state in which the Property is located;

(k) Maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(l) Not dissolve or wind up, in whole or part, and the Company shall not merge with or be consolidated into any other entity;

(m) Not commingle the funds and other assets of the Company with those of any Affiliate, any Principal, any constituent party of Company or an other person;

(n) Maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of Company, Affiliate, Principal or any other person;

(o) Not hold itself out to be responsible for the debts or obligations of any other person (provided, that the foregoing shall not prevent the Company from being and holding itself responsible for expenses incurred or obligations undertaken by the property manager of the Property in respect of its duties regarding the Property); and

(p) Obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Company shall not amend, modify or terminate any of these provisions of the Company's Articles of Organization or Operating Agreement without the prior written consent of Lender.

**ARTICLE VI - INITIAL MEMBERS AND
PERCENTAGE INTERESTS CAPITAL CONTRIBUTIONS**

The initial members of the Company and their interest in the Company and their contribution to the capital of the Company shall be:

Albert Labossiere	50%	\$500.00
Carolann Labossiere	50%	\$500.00



Albert Labossiere



Carolann Labossiere

(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).

Albert Labossiere

Typed or printed name of signer

Carolann Labossiere

Type of printed name of signer

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