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Libus Montgomery

(Requestor's Name)

4475 Buck Lake Road

(Address)

(Address)

Tallahassee, FL 32317

(City/State/Zip/Phone #)

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**ARTICLES OF ORGANIZATION
OF
MARSH HARBOR FARM, LLC**

The undersigned hereby adopts these Articles of Organization in order to form a limited liability company under Chapters 608, Florida Statutes.

**ARTICLE I
NAME**

The name of the limited liability company is Marsh Harbor Farm, LLC (the "Company").

**ARTICLE II
EXISTENCE AND DURATION**

The existence of the Company shall commence on the filing of these Articles of Organization with the Florida Department of State and its existence shall be perpetual, unless it is earlier dissolved as provided in these Articles of Organization, the Operating Agreement, or by operation of the Florida Limited Liability Company Act.

**ARTICLE III
PURPOSE**

Except as provided in Article VIII, the Company is organized for the purpose of engaging in and transacting any lawful business permitted under the laws of the State of Florida and shall have the power to do any and all acts necessary, appropriate, or incidental to such purpose.

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ARTICLE IV
BUSINESS AND MAILING ADDRESS

The initial street address of the Company is 4475 Buck Lake Road, Tallahassee, Florida 32311 and mailing address of the Company is 4475 Buck Lake Road, Tallahassee, Florida 32311.

ARTICLE V
REGISTERED OFFICE AND AGENT

The name of the initial registered agent of the Company in the state of Florida is Libus Montgomery. The registered office of the initial registered agent in the state of Florida is located at 4475 Buck Lake Road, Tallahassee, Florida 32311.

ARTICLE VI
MANAGEMENT

The Company is to be a member managed company.

ARTICLE VII
ADMISSION OF ADDITIONAL MEMBERS

The members of the Company shall have the right to admit additional members on such terms and conditions as are provided in the Operating Agreement of the Company.

ARTICLE VIII
RESTRICTION ON PURPOSE AND ACTIVITIES

For so long as any mortgage lien in favor of CNL Bank, a Florida banking corporation, or its successors or assigns (the "First Mortgage") exists on any portion of the property of the Company or on property of the Member of the Company (the "Property"), the following provisions and restrictions shall apply to the Company:

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1. Purpose. Notwithstanding any provision hereof to the contrary, the nature of the business and of the purposes to be conducted and promoted by the Company is to engage solely in the following activities:

(a) To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property;

(b) To exercise all powers enumerated in the Florida Limited Liability Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

2. Prohibited Activities. Notwithstanding any provision hereof to the contrary, the Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property and shall not incur, assume, or guaranty any other indebtedness except with respect to the Property or property subject to the First Mortgage. The Company shall not dissolve, liquidate, consolidate or merge with or into any other entity, or convey or transfer its properties and assets substantially as an entirety or transfer any of its Company Interests to any entity without the approval of the holder of the First Mortgage except upon the death of a Member. The Company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all Members. No material amendment of this Agreement, and no material amendment of this Article VIII, may be made without first obtaining approval of the mortgagee holding the First Mortgage on any portion of the Property.

3. Indemnification. Any indemnification of the Members shall be fully subordinated to any obligations respecting the Property (including, without limitation, the First Mortgage)

and such indemnification shall not constitute a claim against the Company if cash flow in excess of amounts necessary to pay holders of such obligations is insufficient to pay such obligations.

4. Separateness Covenants. In order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in this Agreement, the Company shall conduct its affairs in accordance with the following provisions:

- (a) It shall observe all Company formalities.
- (b) It shall maintain financial statements separate from any Affiliate.
- (c) It shall maintain an arm's length relationship with any Affiliate.

5. Definitions. For purposes of this Article VIII, the following terms shall have the following meanings:

(a) "Affiliate" means any Person controlling or controlled by or under common control with the Company including, without limitation (i) any Person who has a familial relationship, by blood, marriage or otherwise with any Member or employee of the Company, or any Affiliate thereof, and (ii) any Person which receives compensation for administrative, legal or accounting services from the Company or any Affiliate thereof. For purposes of this definition, "control" when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(b) "Person" means any individual, corporation, partnership, limited liability company, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

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6. Dissolution. Subject to applicable law, dissolution of the Company shall not occur so long as the Company remains the owner of the Property subject to the First Mortgage.

IN WITNESS WHEREOF, the undersigned member has made and subscribed to these Articles of Organization this 4th day of September, 2003.

THE FALLSCHASE COMPANY, LLC

By: Libus Montgomery
Libus Montgomery, Its Sole Member

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**CERTIFICATE OF ACCEPTANCE OF DESIGNATION OF
REGISTERED AGENT OF
MARSH HARBOR FARM, LLC**

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Pursuant to Sections 608.407 and 608.415 of the Florida Limited Liability Company Act, the undersigned, having been designated as the initial Registered Agent for the service of process within the state of Florida upon MARSH HARBOR FARM, LLC, a limited liability company organized under the laws of the state of Florida, does hereby accept the appointment as such Registered Agent for the above-named limited liability company, and does hereby agree to comply with the provisions of the Florida Limited Liability Company Act, and the general laws of the state of Florida relative to keeping open the Registered Office of said limited liability company, which Registered Office is located at 4475 Buck Lake Road, Tallahassee, Florida 32311.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 14th day of September, 2003.

Libus Montgomery
Libus Montgomery, Registered Agent