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LIMITED LIABILITY COMPANY

Colony Club Ventures, LLC

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**Articles Of Organization
For
Colony Club Ventures, LLC**

The undersigned, being authorized to execute and file these Articles, hereby certifies that:

**Article I
Name**

The name of the Limited Liability Company (hereinafter referred to as the "Company") is **Colony Club Ventures, LLC**.

**Article II
Address**

The mailing address and street address of the principal office of the Company is 619 Yorktown Drive, Leesburg, Florida 34748.

**Article III
Registered Agent, Registered Office**

The name and the street address of the initial registered agent are Eric H. Coe, 619 Yorktown Drive, Leesburg, Florida 34748.

**Article IV
Organizer**

The organizer of the Company is Eric H. Coe, a natural person at least eighteen (18) years old.

**Article V
Purpose And Powers**

This Company is organized with a general business purpose, has all powers provided by law and may use those powers to any lawful purpose.

**Article VI
Management**

The Limited Liability Company is to be managed by a manager or managers and is, therefore, a manager-managed company, as further provided in the Company's operating agreement.

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Except as authorized by the managers, no member is an agent of the Company or has the authority to make any contracts, enter into any transactions, or make any commitments on behalf of the Company.

**Article VII
Relationship Of Articles Of Organization To Operating Agreement**

If a provision of these Articles of Organization differs from a provision of the Company's operating agreement, then, to the extent allowed by law, the operating agreement will govern.

**Article VIII
Indemnification**

Section 8.01 Definitions

For purposes of this article, the terms defined in this section have the meanings given them.

(a) "Company" includes any domestic or foreign company that was the predecessor of this Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Official capacity" means (i) with respect to a manager, the position of manager in the Company, (ii) with respect to a person other than a manager, the elective or appointive office or position held by an officer, member of a committee of the Management Committee, if any, or the efforts undertaken by a Member of the Company who acts on behalf of and at the request of the Company, or the employment or agency relationship undertaken by an employee or agent of the Company, and (iii) with respect to a manager, member officer, employee, or agent of the Company who, while a manager, officer, employee, or agent of the Company, is or was serving at the request of the Company or whose duties in that position involve or involved service as a manager, officer, partner, trustee, or agent of another organization or employee benefit plan, the position of that person as a manager, officer, partner, trustee, employee, or agent, as the case may be, of the other organization or employee benefit plan.

(c) "Proceeding" means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the Company.

(d) "Special legal counsel" means counsel who has not represented the Company or a related company, or a manager, officer, member of a committee of the Management Committee, if any, employee, or agent whose indemnification is in issue.

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Section 8.02 Mandatory Indemnification; Standard

(a) The Company will indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person

(i) has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;

(ii) acted in good faith;

(iii) received no improper personal benefit; and

(iv) in the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and

(v) in the case of acts or omissions occurring in the official capacity described in Section 8.01(c)(i) or Section 8.01(c)(ii), reasonably believed that the conduct was in the best interests of the Company, or in the case of acts or omissions occurring in the official capacity described in Section 8.01(c)(iii), reasonably believed that the conduct was not opposed to the best interests of the Company. If the person's acts or omissions complained of in the proceeding relate to conduct as a manager, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the Company if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.

(b) The termination of a proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the person did not meet the criteria set forth in this Section 8.02.

Section 8.03 Advances

If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the Company, to payment or reimbursement by the Company of reasonable expenses, including attorney fees and disbursements, incurred by the person in advance of the final disposition of the proceeding.

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(a) upon receipt by the Company of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 8.02 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the Company, if it is ultimately determined that the criteria for indemnification have not been satisfied, and

(b) after a determination that the facts then known to those making the determination would not preclude indemnification under this article.

The written undertaking required by paragraph (a) above is an unlimited general obligation of the person making it, but need not be secured and will be accepted without reference to financial ability to make the repayment.

Section 8.04 Determination of Eligibility

(a) All determinations as to whether indemnification of a person is required because the criteria stated in Section 8.02 have been satisfied and as to whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding; as provided in Section 8.03 will be made:

(i) by the Management Committee by a majority of a quorum (managers who are at the time parties to the proceeding shall not be counted for determining either a majority or the presence of a quorum);

(ii) if a quorum under clause (i) cannot be obtained, by a majority of a committee of the Management Committee, if any, consisting solely of two or more managers not at the time parties to the proceeding, duly designated to act in the matter by a majority of the full Management Committee, if any, including managers who are parties;

(iii) If a determination is not made under clause (i) or clause (ii), by special legal counsel, selected either by a majority of the Management Committee or a committee by vote pursuant to clause (i) or clause (ii) or, if the requisite quorum of the full Management Committee cannot be obtained and the committee cannot be established, by a majority of the full Management Committee, if any, including managers who are parties;

(iv) If a determination is not made under clauses (i) through (iii), by the Members, excluding the votes held by parties to the proceedings; or

(v) if an adverse determination is made under clauses (i) through (iv) or under paragraph (b), or if no determination is made under clauses (i) through (iv) or under paragraph (b) within sixty (60) days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, by a court in Florida, which may be the same court in which the proceeding involving the person's liability is taking or has taken place, upon application of the person and any notice the court requires.

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(b) With respect to a person who is not, and was not at the time of the acts or omissions complained of in the proceedings, a manager, officer, or person possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Company, the determination whether indemnification of this person is required because the criteria set forth in Section 8.02 have been satisfied and whether this person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 8.03 may be made by an annually appointed committee of the Management Committee, if any, having at least one member who is a manager. The committee shall report at least annually to the Management Committee.

Section 8.05 Insurance

The Company may purchase and maintain insurance on behalf of a person in that person's official capacity against any liability asserted against and incurred by the person in or arising from that capacity, whether or not the Company would have been required to indemnify the person against the liability under the provisions of this article.

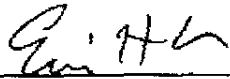
Section 8.06 Disclosure

The amount of any indemnification or advance paid pursuant to this article and to whom and on whose behalf it was paid will be included in the Required Records.

Section 8.07 Discretionary Indemnification of Others

Nothing in this Article VIII limits the ability of the Management Committee to cause the Company to indemnify any person or entity not described in this Article VIII pursuant to, and to the extent described in, an agreement authorized by an act of the Managers.

In Witness Whereof, I have signed these Articles of Organization as Organizer and authorized representative of the members and acknowledged them to be my act this 7th day of November, 2003.



Organizer and Authorized Representative
Eric H. Coe

(In accordance with section 608.408(3), Florida Statutes, the execution of this statement constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

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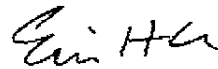
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Statement Accepting Appointment As Registered Agent

I hereby accept the designation as registered agent to accept service of process for the above stated limited liability company at the place designated in this statement. 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 under Chapter 608, Florida Statutes.

(In accordance with section 608.408(3), Florida Statutes, the execution of this statement constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)



Eric H. Coe
Registered Agent

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