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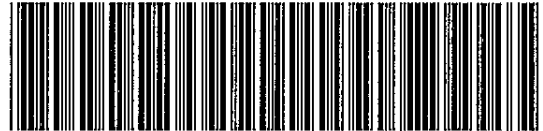
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BR

## CAPITAL CONNECTION, INC.

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

Mark Peters LLC

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- ☐ Art of Inc. File\_\_\_\_\_
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- ☒ L.C. File\_\_\_\_\_
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- ☐ Art. of Amend. File\_\_\_\_\_
- ☐ RA Resignation\_\_\_\_\_
- ☐ Dissolution / Withdrawal\_\_\_\_\_
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- ☐ Officer Search\_\_\_\_\_
- ☐ Fictitious Search\_\_\_\_\_
- ☐ Fictitious Owner Search\_\_\_\_\_
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ARTICLES OF ORGANIZATION  
OF  
"MARK PETERS LLC",  
a Florida Limited Liability Company

ARTICLE I  
NAME

The name of this Limited Liability Company shall be MARK PETERS LLC (hereafter also referred to as the "Company").

ARTICLE II  
DURATION

The Company shall commence its existence on the date of filing, and shall exist for a term of thirty (30) years, commencing with the acceptance for filing of these Articles by the Florida Department of State.

ARTICLE III  
PURPOSE

The Company is created for the purpose of owning, improving, and selling real property and to engage in any other businesses as permitted by law.

ARTICLE IV  
PLACE OF BUSINESS, REGISTERED OFFICE, and MAILING ADDRESS

The principal place of business of the Company shall be 1155 Brickell Bay Drive, #509, Miami, FL 33131, and such other place or places as the Members from may determine from time to time.

The registered office of the Company shall be c/o Theodore M. Goldberg, 3250 Mary Street, Suite 303, Coconut Grove, FL 33133, and such other place or places as the Members may determine from time to time.

The mailing address of the Company shall be 1155 Brickell Bay Drive, #509, Miami, FL 33131, and such other place or places as the Members may determine from time to time.

ARTICLE V  
INITIAL MEMBERS

The initial member of the Company (the "Member") is:

(1) A. MARKMAN PETERS	Address: 1155 Brickell Bay Drive, #509, Miami, FL 33131
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ARTICLE VI  
CONTRIBUTIONS TO CAPITAL

The initial capital of the Company shall consist of the sum of sixteen thousand two hundred and eighty two Dollars and fifty five Cents (\$16,282.55) which will be contributed by the Members in the following amounts:

	%	Amount
1) A. MARKMAN PETERS	100%	\$16,282.05

54  
55 Members shall not be entitled to receive interest on their contributions to capital.  
56

57 **ARTICLE VII**  
58 **MANAGEMENT OF BUSINESS**  
59

60 This Company shall be "Manager" managed. Except as otherwise provided in these Articles of Organization,  
61 all Members shall have equal rights in the management or conduct of the Company, pursuant to specific rules regarding  
62 rights and duties of Members enumerated in the regulations or Operating Agreement of the Company (the  
63 "Regulations"), which are incorporated by reference. Decisions, unless otherwise provided, shall be by majority vote,  
64 each Member having a vote proportionate to its interest in the Company. The Members may from time to time elect one  
65 or more Managers of the Company to conduct the business affairs of the Company.  
66

67 The Managers may be Members or non-Members. If any Member is a corporation, a Manager need not be an  
68 officer, director or shareholder of any such corporation.  
69

70 **ARTICLE VIII**  
71 **REGULATIONS**  
72

73 The Members of the Company hereby adopt the Regulations containing all provisions for the regulation and  
74 management of the Company not inconsistent with law or these Articles of Organization.  
75

76 The power to alter, amend or repeal the Regulations shall be vested in the Members of the Company if decided  
77 by a one hundred percent (100%) majority vote.  
78

79 **ARTICLE IX**  
80 **PROPERTY**  
81

82 Real or personal, tangible or intangible, property originally brought into or transferred to the Company, or  
83 acquired by the Company by purchase or otherwise shall be held and owned, and conveyance shall be made, in the name  
84 of the Company.  
85

86 **ARTICLE X**  
87 **MEETING OF MEMBERS**  
88

89 Annual meetings of the Members shall be held within thirty (30) days after the close of the Company's fiscal  
90 year at such time and place selected by the Members. Special meetings may be called in accordance with the requirements  
91 set forth in the Regulations. Notice of special meetings shall be by mail to each Member. Attendance at a meeting  
92 constitutes a waiver of notice.  
93

94 Minutes shall be kept of all regular and special meetings.  
95

96 **ARTICLE XI**  
97 **TRANSFERABILITY OF MEMBERS INTEREST**  
98

99 A Member's interest in the Company may be transferred only with the unanimous written consent of all the  
100 remaining Members if the transferee intends to become a Member. Without this consent, the transferee shall not be  
101 entitled to become a Member or to participate in the management of the Company, but shall be entitled only to the share  
102 of profits, other compensation or return of contributions to which the transferor otherwise would be entitled.  
103

104 Transferability of Members' interests shall be governed by the provisions of F.S. 608.432.  
105  
106  
107

108                                   **ARTICLE XII**  
109                                   **PROFITS, LOSSES AND EXPENSES**  
110

111               Profits and losses generated by the business of the Company shall be passed through to the Members in their  
112 proportionate share pursuant to Article VI above.  
113

114               The Members recognize that each will incur expenses on behalf of the Company in the furtherance of Company  
115 business. The Members shall, therefore, from time to time agree upon which type of expenses each Member will be  
116 responsible for, rather than an allocation strictly based on their proportionate share pursuant to Article VI above. To the  
117 extent that a Member incurs expenses pursuant to the agreements reached between the Members as to such types of  
118 expenses, pursuant to this Article XII, on behalf of the Company, such expenses shall be specifically allocated to such  
119 Member.  
120

121                                   **ARTICLE XIII**  
122                                   **ADMISSION OF NEW MEMBERS**  
123

124               Additional Members may be admitted from time to time with the unanimous written consent of the Members  
125 on such terms and conditions as are set forth by a two-thirds majority of the Members.  
126

127                                   **ARTICLE XIV**  
128                                   **WITHDRAWAL, RETIREMENT, DISSOLUTION,**  
129                                   **DEATH, BANKRUPTCY OR EXPULSION**  
130

131               In the event of withdrawal, retirement, dissolution, death, bankruptcy or expulsion of a Member, the Company  
132 shall terminate and be dissolved unless the Members shall unanimously elect to remain in existence and continue in  
133 business pursuant to the applicable provisions of the Regulations.  
134

135                                   **ARTICLE XV**  
136                                   **WITHDRAWAL OR RETIREMENT OF MEMBER**  
137

138               In the event any Member desires to withdraw or retire from the Company, or becomes disabled so that such  
139 member is unable to fulfill its obligations to the Company as specified in these Articles, the Member shall give sixty  
140 (60) days' notice of its intention in writing by return receipt mail to the other Members at the last known address of each  
141 Member. If any Member (if an individual) is adjudged incompetent, his guardian shall give notice thereof to each of the  
142 other Members in the same manner.  
143

144                                   **ARTICLE XVI**  
145                                   **EXPULSION OF MEMBER**  
146

147               A)   Grounds for Expulsion: Any Member may be expelled from Membership in the Company by a  
148 majority vote of the other Members on the following grounds:  
149

- 150                   (1) Failure of a Member to make, when due, any contribution required to be made under the terms of  
151                   this agreement, when such failure has continued for a period of thirty (30) days after written notice  
152                   thereof;  
153  
154                   (2) Failure to fulfill any other obligation to the Company as specified in these Articles, when such  
155                   failure has continued for a period of thirty (30) days after written notice thereof;  
156  
157                   (3) Adjudication of the Member as incompetent or if a Member is a corporation, the voluntary or  
158                   involuntary dissolution of the Member Corporation;  
159

- (4) Disability of the Member to the extent that he is unable to fulfill his obligations to the Company as specified in these Articles;
- (5) The making of an assignment for the benefit of creditors, the filing of a petition under the National Bankruptcy Act or under any similar law or statute of the United States or any state thereof, or the adjudication of the Member as a bankrupt or insolvent in proceedings filed against such Member under any such act or statutes; or
- (6) Any unlawful act causing damage to the Company.

B) Notice: On the occurrence of any event listed in subparagraph (a) of this Article, the defaulting Member may be expelled from membership in the Company by a majority vote of the other Members upon giving the defaulting Member fifteen (15) days' notice of expulsion. The notice shall briefly state the grounds for the expulsion.

## ARTICLE XVII

### DISSOLUTION, WINDING UP, LIQUIDATION

A) Causes of Dissolution: The Company shall be dissolved on the occurrence of any of the following events, unless the remaining Members unanimously give their written consent to the continuance of the Company:

- (1) Termination of the term of existence specified herein, provided it is less than thirty (30) years.
- (2) Withdrawal, retirement or expulsion of a Member.
- (3) Death, disability (or if a corporation, dissolution) or bankruptcy of a Member.
- (4) Unanimous written consent of the Members.

B) Right to Continue Business: The remaining Members of the Company shall have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event that terminates the continued membership of a Member in the Company.

C) Payment if Company is Continued: If the remaining Members elect to continue the Company business under subparagraph (B) of this Article, they shall pay to the retiring, withdrawing or expelled Member, or to the estate of the deceased, the value of such Member's interest, as determined by subparagraph (D) of this Article, as of the date of the events enumerated in subparagraph (A). Payment shall be made within three (3) months.

D) Value of Member's Interest: The value of a Member's interest in the Company shall be computed by (1) adding the totals of (a) its capital account, (b) its income account, and (c) any other amounts owed to it by the Company; and (2) subtracting from the sum of the above totals the sum of the total of any amount owed by such Member to the Company without interest thereon.

E) Winding Up and Liquidation: On dissolution of the Company, if the Company business is not continued pursuant to subparagraph (B) of this Article, it shall be wound up and liquidated as quickly as circumstances will allow. The assets of the Company shall be applied to Company liabilities in the following order:

- (1) Amounts owing to creditors other than Members.
- (2) Amounts owing to Members other than for capital and profits.
- (3) Amounts owing to Members in respect to capital.

(4) Amounts owing to Members in respect to profits.

**ARTICLE XVIII**  
**NOTICE TO MEMBERS**

All notices to the Members of the Company pursuant to these Articles shall be deemed effective when given by personal delivery or by the mailing by return receipt.

**ARTICLE XIX**  
**AMENDMENTS**

These Articles, except with respect to the vested rights of the Members, may be amended from time to time by unanimous consent of the Members, and the amendments shall be filed, duly signed by all Members of the Company, with the Florida Department of State.

**ARTICLE XX**  
**MANAGERS**

Each Member may elect at least one Manager. The initial Manager elected by the Members is:

I. A. MARKMAN PETERS 1155 Brickell Bay Drive, #509, Miami, FL 33131

The Managers so elected shall perform the duties and responsibilities fixed by the Regulations and shall serve until their respective successors are chosen.

The Managers of the Company are authorized, empowered and directed by the Members, having so elected, to manage the business affairs of the Company. Contracts, deeds, documents and instruments may be executed by the Managers, on behalf of the Members.

**ARTICLE XXI**  
**REGISTERED AGENT**

The initial Registered Agent of the Company shall be Theodore M. Goldberg, Esq., 3250 Mary Street, Suite 303, Coconut Grove, FL 33133.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Organization on the 30<sup>th</sup> of March, 2004

Member

I. A. Markman Peters  
(insert printed name)

**ACCEPTANCE OF RESIDENT AGENT**

The undersigned Theodore M. Goldberg, Esq. of 3250 Mary Street, Suite 303, Coconut Grove, FL 33133, having been named as the Resident Agent of the Company, to accept service of process within the State of Florida for the Company at the place designated above, hereby agrees to act in this capacity and agrees to comply with the provisions of all statutes relative to the proper and complete performance of his duties.

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Signed this 31<sup>st</sup> day of March, 2004.

Theodore W. Goldberg  
Theodore W. Goldberg  
(Print name here)