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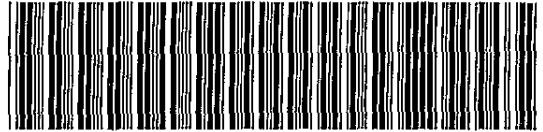
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# DAVID L. MACKAY ATTORNEY, P. A.

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Mailing Address:  
Post Office Box 206  
Ocala, Florida 34478-0206

Physical Address:  
2801 Southwest College Road, Suite #9  
Ocala, Florida 34474

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
Telephone: (352) 237-3800  
Facsimile: (352) 237-0299  
E-mail: mrocala@worldnet.att.net

January 26, 2006

Secretary of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314-6327

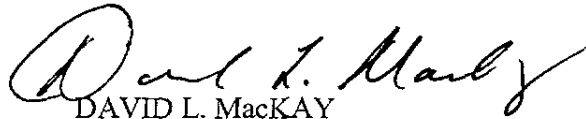
Re: Tieche Property Company, LLC

Gentlemen:

Enclosed is the original and one copy of Articles of Organization for the above-captioned Florida limited liability company, together with my trust account check in the amount of \$125.00. Please acknowledge receipt and filing of the articles on the acknowledgment copy which is enclosed and return it to me at the above address.

Thank you for your attention to this matter.

Very truly yours,

  
DAVID L. MacKAY

DLM/jf

Enclosures

**ARTICLES OF ORGANIZATION FOR  
TIECHE PROPERTY COMPANY, LLC, a  
Florida Limited Liability Company**

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**ARTICLE I – NAME**

The name of the Limited Liability Company is **TIECHE PROPERTY COMPANY, LLC.**

**ARTICLE II – ADDRESS**

The mailing address and street address of the principal office of the Limited Liability Company is 1026 Southeast Ninth Avenue, Ocala, Florida, 34471.

**ARTICLE III – DURATION**

The period of duration for the Limited Liability Company shall be:

The duration for the Limited Liability Company shall be perpetual, subject to earlier dissolution upon the occurrence of any of the following events:

- (a) By the unanimous written agreement of all Members; or
- (b) Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member; or,
- (c) As otherwise provided by law.

**ARTICLE IV – Management**

The Limited Liability Company is to be managed by a Manager, to be appointed in accordance with provisions set forth in the Operating Agreement.

**ARTICLE V – CLASSES OF MEMBERSHIP**

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This Limited Liability Company shall have two classes of Members. There shall be a Voting Class, that shall carry all voting rights, as set forth in the Operating Agreement, and there shall be a Non-Voting Class, that shall have no voting rights. Notwithstanding the right to vote, or the lack thereof, all Members shall have the right to vote for Dissolution of the Company, as allowed under Article III hereof, and Continuation of the Company, as allowed under Article VIII hereof, and shall have all other non-waivable voting rights as allowed by law.

#### **ARTICLE VI – TRANSFERABILITY**

6.1 General. Except as otherwise specifically provided herein a Non-Voting Member shall not have the right to:

- 6.1.a sell, assign, transfer, exchange or otherwise transfer for consideration, (collectively, “sell” or “sale”), or
- 6.1.b gift, bequeath or otherwise transfer for no consideration whether or not by operation of law, except in the case of bankruptcy (collectively “gift”), all or any part of its Membership Interest. Each Non-Voting Member hereby acknowledges the reasonableness of the restrictions on sale and gift of Membership Interests imposed hereby in view of the Company purposes and the relationship of the Non-Voting Members. Accordingly, the restrictions on sale and gift contained herein shall be specifically enforceable. In the event that any Non-Voting Member pledges or otherwise encumbers any of its Membership Interest as security for repayment of a liability, any such pledge or hypothecation shall be made pursuant to a pledge or hypothecation agreement that requires the pledgee or

secured party to be bound by all the terms and conditions of this Article VI.

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6.2 Right of First Refusal.

6.2.a A selling Non-Voting Member which desires to sell all or any portion of its Membership Interest in the Company to a third party purchaser shall obtain from such third party purchaser a bona fide written offer to purchase such interest, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor. The selling Non-Voting Member shall give written notification to the remaining Non-Voting Members and to the Voting Members, by certified mail or personal delivery, of its intention to so transfer such interest, furnishing to the remaining Non-Voting and Voting Members a copy of the aforesaid written offer to purchase such interest.

6.2.b The remaining Non-Voting Members, and each of them shall, on a basis pro rata to the total of all Non-Voting Members' Capital Interests or on a basis pro rata to the capital Interests of those remaining Non-Voting Members exercising their right of first refusal, have the right to exercise a right of first refusal to purchase all (but not less than all) of the interest proposed to be sold by the Selling Non-Voting Member upon the same terms and conditions as stated in the aforesaid written offer to purchase by giving written notification to the selling Non-Voting Member, by certified mail or personal delivery, of their intention to do so within ten (10) days after receiving written notice from the selling Non-Voting Member. The failure of all the remaining Non-Voting Members to so notify the Selling Non-Voting Member of their desire to exercise this right of first refusal as to the entire interest of the Selling Non-Voting Member, within said ten (10) day period, shall then trigger the right of the Voting Members to elect to purchase that portion of the Selling Non-Voting Member's Membership interest that has not been optioned by the

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remaining Non-Voting Members. Such right of the Voting Members shall be on a basis pro rata to the total of all Voting Members' Capital Interests or on a basis pro rata to the capital Interests of those Voting Members exercising their right of first refusal. Those Voting Members electing to purchase shall be required to give written notice of their election to purchase within ten (10) days following the close of the Non-Voting Members acceptance period and the Voting Members shall purchase all of the Selling Non-Voting Member's Interest not already optioned by the remaining Non-Voting Members, otherwise it shall result in termination of the right of first refusal and the Selling Non-Voting Member shall be entitled to consummate the sale of its entire Interest in the Company to such third party purchaser. In the event the remaining Members (or any one or more of the remaining Members) give written notice to the selling Non-Voting Member of their desire to exercise this right of first refusal and to purchase all of the Selling Non-Voting Member's interest in the Company which the Selling Non-Voting Member desires to sell upon the same terms and conditions as are stated in the aforesaid written offer to purchase, the remaining Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within thirty (30) days after receipt of written notification from the Selling Non-Voting Member of the third party offer to purchase.

- 6.2.c In the event of the purchase of the selling Non-Voting Member's interest in the Company by a third party purchaser, and as a condition to recognizing the effectiveness and binding nature of such sale and (subject to Section 6.3, below) substitution of a new Non-Voting Member as against the Company or otherwise, the Company may require the selling Non-Voting Member and the purchaser to execute, acknowledge and deliver to the Company such instruments of transfer, assignment and assumption and such other certificates, representations and

documents, and to perform all such other acts which the Company may deem necessary or desirable to:

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- 6.2.c.i constitute such purchaser, as a Member;
  - 6.2.c.ii confirm that the person acquiring an interest or interests in the Company, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the these Articles and the Operating Agreement, as the same may have been further amended;
  - 6.2.c.iii preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;
  - 6.2.c.iv maintain the status of the Company as a partnership for federal tax purposes; and
  - 6.2.c.v assure compliance with any applicable state and federal laws including securities laws and regulations.
- 6.2.d Any sale of a Membership Interest or admission of a Member in compliance with this Article VI shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given, as required under Section 6.4 below. The transferring Member hereby indemnifies the Company and the remaining Members against all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article VI.

6.3 Transfer of Voting or Non-Voting Membership Interest by Gift.

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Subject to Section 6.4, a Voting or Non-Voting Member may gift all or any portion of its Membership Interest to a donee who is either the Gifting Member's spouse, former spouse, lineal descendent (including adopted children), or an existing Member, provided that the transferring Member and the donee or other successor-in-interest comply with Section 6.2.c and d. In the event of the gift of all or any portion of a Gifting Member's Membership Interest to one or more donees who are under 25 years of age, one or more trusts shall be established to hold the gifted interest(s) for the benefit of such donee(s) until the donee(s) reach the age of at least 25 years.

**6.4 Transferee Not Member in Absence of Consent.**

6.4.a Notwithstanding anything contained herein to the contrary, if a Majority in Interest of the Voting Members do not approve of the proposed sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member (whether Voting or Non-Voting as the transferred Membership Interest would otherwise dictate). Such unapproved transferee or donee shall be merely an Economic Interest Owner.

**ARTICLE VII – Admission of Additional Members**

The right of the Voting Members to admit additional Members (either Voting or Non-Voting) and the terms and conditions of the admissions shall be:

From the date of the formation of this Company, the Voting Members, by majority vote of the equity interests of the Voting Members, may allow additional Members to acquire Membership Interests in this Company, either by the issuance by the Company of new Membership Interests (either Voting or Non-Voting) for such consideration as the Voting Members, by such majority vote, shall determine; or, additional Voting Members may be admitted, as a transferee of a



Voting Member's Membership Interest or any portion thereof, subject to the terms and conditions of Article VI of these Articles of Organization.

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**ARTICLE VIII – Members Rights to Continue Business**

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The right of the remaining Members of the Company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company shall be:

Upon unanimous vote, the remaining Members may elect to continue the business of the Company.

**CERTIFICATE DESIGNATING REGISTERED  
OFFICE AND REGISTERED AGENT**

The Company's initial registered office shall be located at and initial registered agent at such office is:

David L. MacKay  
2801 SW College Road  
Suite 9  
Ocala, Florida 34474

The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Florida Secretary of State pursuant to the Florida Limited Liability Company Act.

**ACCEPTANCE**

I HEREBY ACCEPT the appointment as Registered Agent of and agree to act in that capacity as contemplated by § 607.164, Florida Statutes.

David L. MacKay

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David L. MacKay, Registered Agent

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing Acceptance of Registered Agent was acknowledged before me this 19<sup>th</sup>  
day of January, 2006, by **David L. MacKay**.

Jeanette Frantz

(Signature of Notary Public, State of Florida)

(Print, Type or Stamp Commissioned  
Name of Notary Public)

Personally Known X, OR, Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



Jeanette Frantz  
MY COMMISSION # DD227785 EXPIRES  
July 27, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of  
Organization, this 19<sup>th</sup> day of JANUARY, 2006.

SUBSCRIBERS:

Steve Tieche

Steve Tieche