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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Chandler-Moore, LLC
(Name of Limited Liability Company)

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Douglas K. Silvis

(Name of Person)

Silvis, Ambrose & Lindquist, P. C.

(Firm/Company)

P. O. Box 1557

(Address)

Thomasville, GA 37199

(City/State and Zip Code)

For further information concerning this matter, please call:

Douglas K. Silvis or Dinah

(Name of Person)

at (229)

228-4258

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- ☒ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☐ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street/Courier Address

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF ORGANIZATION
OF
CHANDLER-MOORE, LLC**

**(A Florida Limited Liability Company with two (2) initial Managing Members, but which
may be Managed by a Designated Manager who is not necessarily a Member, or by its
Members)**

**THESE ARTICLES OF ORGANIZATION ARE FILED BY THE
UNDERSIGNED ORGANIZERS FOR THE BENEFIT OF THE
INITIAL MEMBERS IDENTIFIED BELOW.**

The members identified below, who are persons competent to contract, hereby form a limited liability company under Chapter 608, Florida Statutes, and do hereby certify that it has become such company under and pursuant to the following Articles of Organization. The undersigned Organizer affirms that the initial members have agreed on these Articles of Organization.

**ARTICLE ONE
Name**

1. The name of the limited liability company is **CHANDLER-MOORE, LLC (the "Company")**.

**ARTICLE TWO
Principal Office**

- 2.1 The street address of the initial principal office of the Company is **14585 US Highway 19 South, Thomasville, Georgia 31792**.
- 2.2 Its mailing address is **14585 US Highway 19 South, Thomasville, Georgia 31792**.

**ARTICLE THREE
Initial Registered Office and
Appointment and Acknowledgment of
Designated Registered Agent**

- 3.1 The name of the initial Florida registered agent is **Brent D. Moore**.
- 3.2 Its street address for service of process is **2112 Doral Drive, Tallahassee, Florida 32312**.

- 3.3 Its written consent in compliance with Florida Statute Section 608.415 is attached.

ARTICLE FOUR
Organizers/Initial Members

Two Individuals (50%, 50%, respectively)

- 4.1 The names and addresses and telephone numbers of the organizers are as follows:

Brent D. Moore
2112 Doral Drive
Tallahassee, Florida 32312
Telephone: 850-668-0547

Eugene Wayne Chandler
592 Hickory Lane
Havana, Florida 32333
Telephone: 850-539-1867

- 4.2 The initial Members and the initial percentages of ownership interests of the initial Members are reflected below. The future composition and ownership percentages may be more fully reflected in the minutes of the Member meetings or in an **Operating Agreement** without amending these **Articles**.

Brent D. Moore	50% membership interest
2112 Doral Drive	
Tallahassee, Florida 32312	
Telephone: 850-668-0547	

Eugene Wayne Chandler	50% membership interest
592 Hickory Lane	
Havana, Florida 32333	
Telephone: 850-539-1867	

- 4.3 At least one of the above members, or their authorized representative, has executed these Articles. For convenience, the initial Members sometimes may be referred to as "partners" or "venturers." However, they are not general partners but are Members of a limited liability company.
- 4.4 Unless otherwise agreed, Members will share profits and losses in accordance with their respective capital accounts per generally accepted accounting principles. Unless otherwise specified in an **Operating Agreement**, it will be presumed the initial members

made pro rata contributions proportional to their respective ownership percentages.

- 4.5 **Douglas K. Silvis, Florida Bar No. 184256, and Chris E. Ambrose, Florida Bar No. 395420, of Silvis, Ambrose & Lindquist, PC,** have been retained as attorneys-at law for the Organizers, initial members, and for the Company, for the purpose of organizing and forming the Company on the terms set forth in these Articles of Organization.

ARTICLE FIVE

Duration

- 5.1 The Company shall commence with its formation and continue until its existence is terminated pursuant to the **Operating Agreement**. Except as otherwise specified in the **Operating Agreement** or agreed by the Members, it shall continue indefinitely.

ARTICLE SIX

Management

- 6.1 **Members' Collective Authority to Manage the Company:** The members, collectively, shall have the right and authority to manage the affairs of the Company and to make all decisions with respect thereto, having **votes weighted in accordance with their ownership interests** in the Company, and to direct the **Managing Member and any officers**. So long as they have equal ownership, one Member may not proceed with an action with which the other disagrees, but third parties may rely on a Manager's representation.
- 6.2 **Member Actions:** **Members or non-members may be delegated by the Members, from time to time, to act as managers or attorneys-in-fact** for the Company for limited times or purposes and, when so designated, the designation or removal shall be **in a signed writing reflecting the approval of a majority by interest of the members** and specifying the nature of the designation.
- 6.2.1 Such designees need not be members of the company or natural persons; and
- 6.2.2 Unless they have been earlier removed or have earlier resigned, they shall be empowered, but only to the extent evidenced in the written designation or these **Articles**.

6.3 **Member Powers to Act and Sign:** The Members, apart from a manager, may act in any matter by executing any document themselves and affirming it has been executed by such person as a Member who is taking action for the Company, and that the action has been approved by Members holding at least a majority of the ownership interest in the Company.

6.4 **Identity and Authority of Managers:** The Company finds it desirable to appoint and hereby designates the following members as Managers of the Company, to hold the powers and assume the duties normally associated with a Manager, and either Manager may execute legal documents in behalf of the Company, and bind the Company by his actions:

Brent D. Moore

**Managing Member and Chief
Operating Officer**

Eugene Wayne Chandler

**Managing Member and Chief
Executive Officer**

6.4.1 **Duties:** Each officer will have the responsibilities normally associated with such offices in a "for profit" corporation, together with such other responsibilities as may be defined by the Members in a subsequent **Operating Agreement**.

6.4.1.1 The **Chief Executive Officer ("CEO")** shall preside at company meetings and may sign any document to bind the company.

6.4.1.2 The **Chief Operating Officer** shall have primary responsibility to manage day-to-day operations, including employees, and may sign any document to bind the company.

6.4.1.3 The **Secretary-Treasurer** shall keep membership accounts in the manner customarily kept for Members as membership or as partnership accounts in a limited liability company having multiple members.

6.4.1.4 **Moore** shall act as **Chief Financial Officer ("CFO") and Treasurer**, unless or until another CFO is appointed, and shall keep the books of account and all other books and records of the Company and provide necessary information to each Member in sufficient time and quality to allow each Member to file all necessary tax returns in a timely manner.

6.4.1.5 **Moore** shall act as **Secretary** and keep minutes of meetings, unless or until another Secretary is appointed or elected.

6.4.2 **Election:** The managers and any officers shall serve at the pleasure of a **51%** majority of the membership.

6.4.3 **Term:** Unless otherwise provided in an **Operating Agreement**, the managers are perpetual until otherwise agreed. Any officers shall be elected for **one (1) year**, but their terms shall continue until their successors are elected or appointed.

6.4.4 **One Signature on Legal Documents:**

6.4.4.1 **Sales.** Either Manager Member may sign documents alone and affix the company seal to bind the company for contracts to sell or deeds to convey real or personal property as inventory without need for further attestation. Authorized documents include Deeds of Conveyance, sales contracts, affidavits, closing statements, and other legal documents associated with the sale of real property or other conduct of the normal business of the Company.

6.4.4.2 **Draws.** The same shall be true for documents to approve a "draw" on an acquisition, development or construction loan already approved by the members, or for execution of checks to pay operational expenses of the Company. **(But see Paragraph 8.1 as to actions such as sales outside the ordinary course of business, or documents binding the company to, or pledging its assets for, new debts.)**

6.4.4.3 **Purchases and Loans.** Documents binding the Company to Purchase Real Property, Borrow Money, or Pledge Company Assets as Security for a Loan, shall be signed by at least two (2) members.

6.4.5 **Executive Board:** Day-to-day operation shall be by the managers, not by the members. However, in between membership meetings, or in the absence of direction by written agreement signed by members holding at least **51%** of the ownership in the company, the managers may each act individually to perform the duties of their offices and shall act collectively as an Executive Board of Directors to

manage the company, setting policies and procedures to govern operations.

ARTICLE SEVEN

Indemnification

- 7.1 Subject to applicable provisions of the Florida Statutes, and provisions of any written **Operating Agreement**, the Company shall indemnify and hold harmless any member or manager or officer or other person acting within the scope of his delegated authority from and against any and all claims and demands whatsoever arising in connection with the Company except for intentional misconduct, knowing violation of the law, or conduct resulting in a direct personal benefit in violation of the **Operating Agreement**.

ARTICLE EIGHT

Actions for Which Special Approval Rights of Members Are Needed

- 8.1 Except as otherwise provided in a written **Operating Agreement**, **the majority vote or consent of at least 66.67%** of the members shall be required to approve the matters set forth below:

8.1.1 The **dissolution** of the limited liability company;

8.1.2 The **merger** of the limited liability company;

8.1.3 The sale, exchange, lease, or other **transfer of the principal office or of all or substantially all of the assets** of the limited liability company. (For the purposes of this paragraph, assets shall be deemed to be "less than" all or substantially all of a limited liability company's assets if the value of the assets does not exceed two-thirds of the value of all of the assets of the limited liability company and the revenues represented or produced by such assets do not exceed two-thirds of the total revenues of the limited liability company; provided, however, that this paragraph shall not create any inference that the sale, exchange, lease, or other transfer of assets exceeding the amounts described in this paragraph is the sale of all or substantially all of the assets of the limited liability company, and no third party need inquire as to the percentages of assets being sold as inventory marketed for sale to the public);

8.1.4 Action to **approve a distribution**;

8.1.5 Action **to borrow** money other than on a credit line or floor plan, or to **pledge** the Company's real property as security for debt;

8.1.6 Action to **buy real property**; and

8.1.7 Notwithstanding the foregoing, no third party need question the authority of either Manager when either certifies, under oath, that he has been "duly authorized" to act for the Company and is in possession of and affixes the Company Seal as evidence thereof.

8.2 No Additional Approval Needed for Either Manager to Act:

8.2.1 No third party need inquire into the authority of either initial Manager to execute general contracts of the Company on his signature alone as attorney-in-fact for the Company.

8.2.2 The foregoing approval provisions govern internal Company affairs but do not limit either Member Manager in his power to sign deeds of conveyance or titles for inventory marketed to the public, or other contract or closing documents to bind the Company to a sale of inventory, until actual written notice to the contrary is executed by the Members and is recorded in the public records of the county in which the Company owns the property to be conveyed, or until these Articles are amended and the Amendment is filed with the Secretary of State of Florida, or a state in which the Company is doing business.

8.3 For purposes of voting by a husband and wife or any other members who may, from time to time, hold their interests as joint tenants with right of survivorship, it shall be presumed that each spouse or other "survivorship co-member" owns an equal share in the Company and each shall be entitled to vote his or her "half" when both are present and voting; however, it shall also be presumed that a spouse or co-member who is present and voting holds the proxy for his or her spouse who is not present and voting.

ARTICLE NINE
Operating Agreement

9.1 Articles to Act as Initial Operating Agreement: In the absence of a separate **Operating Agreement**, or until a separate **Operating Agreement** is signed by all members, the Company shall be

governed only by these **Articles of Organization**, including the following special operating provisions:

- 9.1.1 These Articles, when signed by both Members, shall constitute the initial **Operating Agreement**.
- 9.1.2 The Company shall be managed by its two initial Members as Co-Managers.
 - 9.1.2.1 Either Manager may open bank accounts, sign checks, make withdrawals, pay taxes and bills, issue invoices, collect debts, negotiate and enter into contracts, enforce debts, distribute profits, and generally handle any day-to-day operations of the Company, without need for signatures by the other.
 - 9.1.2.2 However, as between them, the Co-Managers agree to consult each other, especially in matters listed above in Article 8.1, and not to act without each other's approval.
- 9.1.3 The Company shall be deemed to have commenced operating the day these Articles are filed with the Secretary of State of Florida.
- 9.1.4 The initial major assets of the Company are funds contributed by the Members for startup costs and for the funding of acquisition of other assets desired by the Company, such as the land to be developed.
- 9.1.5 Each Member may recover his or its out-of-pocket costs, including those of travel, telephone calls, and copies incurred in good faith while acting for the Company.
- 9.1.6 Any officer shall receive such compensation as voted and agreed by **100%** of the Members.
- 9.1.7 The Company will indemnify each Member from any personal liability for good faith actions.
- 9.1.8 The Managers shall report at least quarterly to the Members on the state of the Company, and the Members shall meet at least annually to conduct Company business.
- 9.1.9 In the event the Members fail to agree on any matter, a **51%** vote shall control. If votes are equal, an action may be taken.

9.1.10 Any Member may call a meeting after giving reasonable notice to the others.

9.1.11 Meetings may be held anywhere the Members all agree. In absence of contrary agreement, they shall be held at the Principal Office identified above.

9.1.12 Each initial Member has provided its consideration for the formation of this Company.

9.2 Other Operating Agreement(s):

9.2.1 The Members reserve the right to enter into and execute one (1) or more **Operating Agreements** to further define their relationship, to give direction to or remove, replace or limit the authority of the Managers or to delegate other **Managing Members**, or to take any other action provided, however, that any such agreement must be evidenced by a writing signed by Members holding at least **66.67%** ownership interest in the Company after notice to all members and reasonable opportunity for all Members to review and comment either personally or in writing on the proposal or proposed **Operating Agreement**.

9.2.2 Any **Operating Agreement** or power of attorney or other delegation of authority to a Member or nonmember manager must be **in writing and signed by all the Members**.

9.3 **Amendment to Articles of Organization:** Any **amendment** to these Articles shall be by unanimous (**100%**) written agreement of the Members.

9.4 **Amendment to Operating Agreement:** Any **amendments** to any **Operating Agreement** shall be adopted in the manner provided in that **Operating Agreement** or, if none is provided, then in the manner prescribed for adoption of any **Operating Agreement**.

ARTICLE TEN

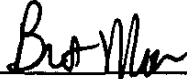
Purpose

10.1 The Company is organized for profit and for any lawful purpose or purposes not specifically prohibited to limited liability companies under the laws of the **State of Florida**, including but not limited to the purposes stated herein, and shall have all powers of such a company allowed by law, including but not limited to the power to buy, sell and mortgage real property and borrow money for such purposes.

10.2 The Company was formed as a limited liability company to provide, initially, a vehicle for **its members to engage in the business of acquiring, developing, managing, marketing, and selling real or personal property, particularly motor vehicles such as trucks, SUVs, cars, trailers, ATVs and golf carts, and to conduct any other lawful business or enterprise approved by its members, and to do any and all things necessary, convenient or incidental to the conduct of that business or any other business in which it chooses to engage, and to have the legal benefits of limited personal liability accorded by operating as a limited liability company.**

IN WITNESS WHEREOF, the undersigned execute, sign, seal and deliver these Articles of Organization this 7th day of September, 2006.

ORGANIZER:



(Seal)

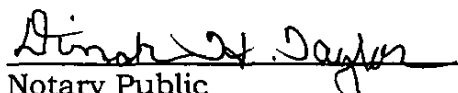
BRENT D. MOORE,
Organizer for the Initial Members

STATE OF GEORGIA
COUNTY OF THOMAS

I HEREBY CERTIFY that on this day, before me, the undersigned officer duly authorized in the State and County aforesaid to take acknowledgments and administer oaths, personally appeared BRENT D. MOORE who is personally to me and who each produced a valid Driver's License with photo identification as identification, known to me to be the person described in and who executed the foregoing instrument and each acknowledged before me that he executed the same for the purposes therein described.

SWORN TO AND SUBSCRIBED before me this 7th day of September, 2006.




Notary Public
My Commission Expires
(Notary Seal Affixed)

(Registered Agent Certification on Page 11)

REGISTERED AGENT CERTIFICATION

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act:

First, that **CHANDLER-MOORE, LLC**, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Organization, at Article Three, has named **Brent D. Moore**, of **2112 Doral Drive, Tallahassee, Florida 32312**, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named as Registered Agent 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, Florida Statutes.

REGISTERED AGENT:


_____(L.S.)
BRENT D. MOORE

Please return to and address any questions to:

SILVIS, AMBROSE & LINDQUIST, PC
Douglas K. Silvis, Attorney for Organizer
Florida Bar No.: 184256
P.O. Box 1557
Thomasville, Georgia 31799-1557
Telephone: 229-228-4258
Facsimile: 229-228-7586

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