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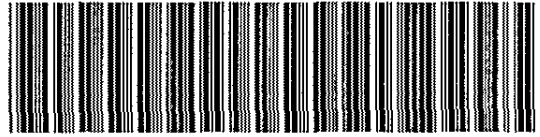
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TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 484698 7132347

AUTHORIZATION :

COST LIMIT : \$ 160.00

FILED  
06 SEP 27 AM 8:39  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

ORDER DATE : September 27, 2006

ORDER TIME : 1:35 PM

ORDER NO. : 484698-005

CUSTOMER NO: 7132347

DOMESTIC FILING

NAME: MFH LAKELAND, LLC

EFFECTIVE DATE:

\_\_\_\_ ARTICLES OF INCORPORATION  
\_\_\_\_ CERTIFICATE OF LIMITED PARTNERSHIP  
XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
\_\_\_\_ PLAIN STAMPED COPY  
XX CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Kathy Drake - EXT. 2959

EXAMINER'S INITIALS: \_\_\_\_\_

FILED  
06 SEP 27 AM 8:39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION  
OF  
MFH LAKELAND, LLC**

THE UNDERSIGNED, being all of the members of MFH Lakeland, LLC, pursuant to the provisions of Chapter 608 of the Florida Statutes, hereby adopt these Articles of Organization and certify that, as of the date of filing of this document, these Articles of Organization shall constitute the Articles of Organization of MFH Lakeland, LLC and declare that the following Articles shall be the Charter and authority for the conduct of business of such limited liability company.

**ARTICLE I - NAME**

The name of the limited liability company shall be MFH LAKELAND, LLC. (the "Company").

**ARTICLE II - PURPOSE**

The purpose of the Company is to acquire, own, hold, operate, maintain, lease, manage, mortgage, assign, pledge, finance, and dispose of only that certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), and to engage in any activity, to enter into, perform and carry out any agreement, undertaking, contract, lease, indenture, mortgage, deed of trust, assignment, assignment of lease, security agreement, or financing statement of any kind, and to borrow money and issue evidences of indebtedness, whether or not secured by liens, in connection with the foregoing purpose; to engage in and conduct such other activities directly related to the foregoing purpose as may be necessary, advisable, or appropriate, in the reasonable opinion of the Manager of the Company to further the foregoing purpose; and to exercise any powers permitted under Chapter 608 of the Florida Statutes which are incidental to the foregoing or necessary or appropriate to accomplish the foregoing. The Company shall not engage in any business or activity other than as permitted in this Article II. The Company shall not incur debt other than debt incurred in connection with the transactions contemplated by this Article II and debt incurred in connection with ordinary operating expenses. The Company shall not acquire, own, hold, operate, maintain, lease, manage, mortgage, assign, pledge, finance or dispose of any property (other than the Property). The Company shall not commingle its assets with those of any other person. The Company shall maintain its financial and accounting books and records separate from those of any other entity or person. The Company shall pay from its assets all obligations and indebtedness of any kind incurred by the Company, and shall not pay from its assets any obligations or indebtedness of any other entity or person. Any financial transactions between the Company and any of its Affiliates shall be governed by policies and procedures established by the Company's Manager. The Company's Manager shall maintain appropriate minutes or other records including, without limitation, written consents of all appropriate actions, and shall conduct meetings

if deemed necessary to approve any Company action. The Company shall operate its business generally so as to not be substantively consolidated with any of its Affiliates.

The term "Affiliates" shall mean, with respect to any entity, any other entity controlling or controlled by or under common control with such entity, and "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

### ARTICLE III - RESTRICTIONS ON ACTION; CERTAIN DEFINITIONS

So long as the Note (defined below) remains issued, outstanding and unpaid, the prior written consent of the Noteholder (defined below) shall be required in order for the Company to:

- A. file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding, institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally;
- B. seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official for the Company or a substantial portion of its assets;
- C. make any assignment for the benefit of the Company's creditors;
- D. take any action in furtherance of any of the foregoing;
- E. dissolve, liquidate or terminate the existence of the Company; or
- F. amend the Operating Agreement or any of the provisions as specified in Article II or this Article III.

"Noteholder" or "Lender" means the current lawful owner and holder of the Note.

"Note" means that certain Note dated September 29, 2005 in the original principal amount of \$1,580,000 executed by Jesse and Dell Ritter in favor of Montage Holdings Limited Company which Note is secured by a certain Mortgage, Security Agreement and Assignment of Rents (the "Mortgage") and other security documents covering the Property. The "Loan" shall mean that certain loan evidenced by the Loan Documents, and the "Loan Documents" shall mean the Note assumed by the Company on its acquisition of the Property, the Mortgage and all documents and agreements executed by or otherwise assumed by the Company in connection with the Loan.

**ARTICLE IV - DURATION**

The period of duration for this limited liability company shall end on December 31, 2056.

**ARTICLE V - DISSOLUTION**

Upon the occurrence of any Dissolution Event (as defined in the Operating Agreement of the Company), the Company shall be deemed to have dissolved unless, within ninety (90) days after such date, the Members, by majority vote, and the Manager affirmatively agree in writing to continue the business of the Company. If the consent required to continue the Company's business is not obtained following the occurrence of a Dissolution Event in accordance with the preceding sentence, until the date on which all obligations of this Company in connection with the Loan and under the Loan Documents are indefeasibly and fully satisfied, the Company shall not sell, exchange, transfer or otherwise seek to liquidate or dispose of its assets, its interest in any assets or any other asset which is subject to a lien in favor of the Lender without the Lender's prior written consent pursuant to the Loan Documents.

**ARTICLE VI - COMPANY ADDRESS; REGISTERED OFFICE ADDRESS;  
REGISTERED AGENT**

The mailing address and street address of the principal office of this limited liability company is 4540 Highway 20 East, Niceville, FL 32578 which shall also be the street address of the initial registered office of the Company. The name of its initial registered agent at such address is Jerome A. Zivan.

**ARTICLE VII - CAPITAL CONTRIBUTIONS**

The Members have agreed to contribute cash in the amount of \$1,000 and may contribute additional property or cash from time-to-time.

**ARTICLE VIII - RESTRICTIONS ON MEMBERSHIP**

Manager shall not have the right to admit new members except as set forth in the Operating Agreement. Contributions required of new members shall be determined by the Manager as of the time of admission to the limited liability company.

A Member's interest in the Company may not be sold or otherwise transferred except with unanimous written consent of Manager and only after compliance with the terms of the Operating Agreement and with any rights concerning transfer set forth in the Mortgage.

## ARTICLE IX - MANAGEMENT

Management of this limited liability company shall be vested in McCall Family Management, LLC, who is designated as Manager, and whose address is 4540 Highway 20 East, Niceville, FL 32578.

The Manager has the authority to exercise all powers typically exercised by the President of a business corporation including the specific power to appoint such other officers of this limited liability company as said Manager deems appropriate. The term of the Manager shall expire on December 31, 2016 and said initial Manager shall continue to serve until a successor shall have been elected by a vote of the Members in the manner as specified in the Operating Agreement.

## ARTICLE X - MAINTENANCE OF SEPARATE BUSINESS

The Company shall at all times:

- A. establish and maintain an office through which its business shall be conducted separate and apart from that of any of its partners or affiliates and shall allocate fairly and reasonably any overhead for shared office expense;
- B. maintain the Company's books, financial statements, accounting records and other corporate document and records separate from those of any Affiliate;
- C. observe all limited liability company formalities;
- D. not commingle the Company's assets with those of any Affiliate;
- E. conduct business in its own name;
- F. maintain financial statements separate from any Affiliate;
- G. pay any liabilities out of its own funds, including salaries of any employees, and not out of the funds of any Affiliate;
- H. maintain arm's-length relationship with its Affiliates.
- I. not guarantee or become obligated for the debts of any other entity, including any Affiliate, or hold out its credit as being available to satisfy the obligations of others;
- J. use stationery, invoices and checks separate from any Affiliate;
- K. not pledge its assets for the benefit of any other entity, including any Affiliate;
- L. hold itself out as an entity separate from any Affiliate;

**ARTICLE XI - LIMITED LIABILITY COMPANY REGULATIONS**

The power to adopt, alter, amend or repeal the Operating Agreement governing this Company shall be vested in the Manager and Members, but shall be subject to the limitation on the power to alter, amend or repeal the Operating Agreement as set forth in Article III hereof. Notwithstanding anything to the contrary contained in these Articles of Organization, until the time when all obligations of this Company under the Loan Documents have been indefeasibly and fully satisfied, the Company shall not amend, alter, change or repeal these Articles of Organization without the prior written approval of the Lender.

**ARTICLE XII - SUBORDINATION**

Any obligation which the Company may owe to its Members or to any of its Affiliates, whether characterized as a loan, salary, a fee or indemnification, shall be subject to and subordinate to the prior payment in full of the Loan, provided however, so long as no default or event of default exists under the Loan Documents, to the extent the Company has cash flow or other available liquid assets (exclusive of any of the reserve accounts to be maintained under the Loan Documents) in excess of the amount necessary to make current payments of principal and interest due under the Loan Documents, the Company may pay obligations hereunder due to the Members and to Affiliates of the Company.

IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing constitutes the Articles of Organization of MFH LAKE LAND, LLC. These Articles of Organization were executed by the undersigned as the authorized representative of the Members and Manager at Okaloosa County, Florida on September 27, 2006.

**MEMBER:**

McCall Family Holdings, Ltd.

By: McCall Family Management, LLC

Its General Partner

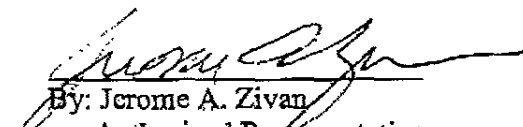
**MEMBER:**

Doug Jay

By: 

Jerome A. Zivan,

Authorized Representative

By:  Jerome A. Zivan

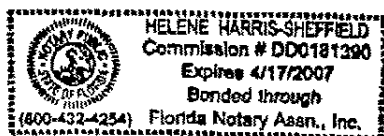
Authorized Representative

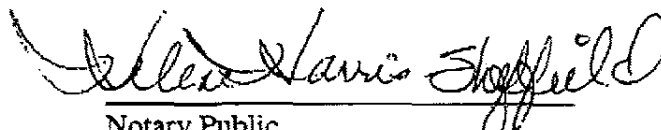
## STATE OF FLORIDA

## COUNTY OF OKALOOSA

On this 27th day of September 2006, before me personally appeared Jerome A. Zivan as authorized representative of Doug Jay and of McCall Family Management, LLC, which limited liability company is the General Partner of McCall Family Holdings, LLLP, who are the members of a Florida limited liability company known as MFH LAKELAND, LLC, to me personally known to be the person who executed the foregoing, and acknowledged before me that he executed the same for the purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.



  
Notary Public  
My Commission Expires:  
4/17/07

Registered Agent Acceptance

Having been named as registered agent and to accept service of process for MFH LAKELAND, LLC 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 in Chapter 608, F.S.

  
Jerome A. Zivan  
Date 9/27/06



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Tract 17, Commence at the Northwest corner of the Northeast quarter of Section 10, Township 27 South, Range 24 East, Polk County, Florida, run thence South  $00^{\circ} 17' 54''$  East, 30.00 feet, thence North  $89^{\circ} 34' 20''$  East, 40.00 feet to a point on the Easterly right-of-way of Tomkow Road, thence South  $00^{\circ} 17' 54''$  East along said right-of-way, 3925.94 feet, thence South  $74^{\circ} 20' 51''$  East, 790.43 feet to the POINT OF BEGINNING. Thence continue South  $74^{\circ} 20' 51''$  East, 393.85 feet to a point on the Northwesterly right-of-way of State Road 33, said point being the P.C. of a curve concave to the Northwest having a radius of 5809.58 feet, thence Northeasterly along said curve through a central angle of  $02^{\circ} 26' 23''$ , an arc distance of 247.38 feet, thence North  $35^{\circ} 03' 20''$  West (radially), 383.93 feet, thence North  $00^{\circ} 17' 54''$  West, 543.17 feet, thence South  $89^{\circ} 34' 20''$  West, 360.00 feet, thence South  $00^{\circ} 17' 54''$  East, 894.88 feet to the POINT OF BEGINNING. LESS additional road right of way.