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FLORIDA/FOREIGN LIMITED LIABILITY CO.

JMT SMALL BAY MANAGEMENT, LLC

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**ARTICLES OF ORGANIZATION
OF
JMT SMALL BAY MANAGEMENT, LLC**

ARTICLE I - NAME

The name of the limited liability company is JMT SMALL BAY MANAGEMENT, LLC, and ("Company").

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Company is:

<u>Principal Office Address:</u>	<u>Mailing Address:</u>
2516 Industrial Drive Suite 101	2516 Industrial Drive Suite 101
Apopka, Florida 32703	Apopka, Florida 32703

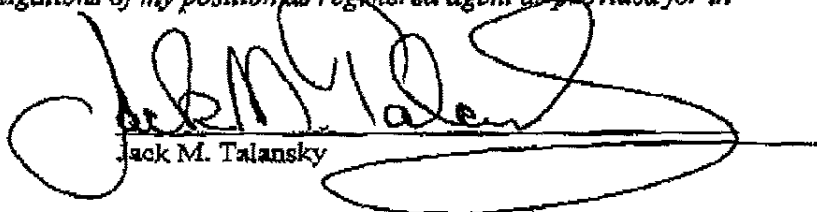
**ARTICLE III - REGISTERED AGENT,
REGISTERED OFFICE, & REGISTERED AGENT'S SIGNATURE**

The name and the Florida street address of the registered agent are:

Jack M. Talansky
2516 Industrial Drive Suite 101

Apopka, Florida 32703

Having been named as registered agent and 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, F.S..


Jack M. Talansky

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ARTICLE IV - MANAGERS OR MANAGING MEMBERS

The name and address of each Manager or Managing Member is as follows:

Title: "MGR" = Manager "MGMR" = Managing Member	Name and Address:
MGR	Jack M. Talansky 2516 Industrial Drive Suite 101 Apopka, Florida 32703

ARTICLE V - PURPOSE

The Company's business and purpose shall consist solely of the following:

(i) To acquire a membership interest in and act as the sole manager of JMT Small Bay Leasing, LLC, a Florida limited liability company ("JMT Leasing"), which is engaged solely in the ownership, operation and management of that certain real property located in Orange County, Florida, and more fully described in the Loan Documents (the "Property"), pursuant to and in accordance with these Articles of Organization and the Articles of Organization of JMT Leasing; and

(ii) to engage in such other lawful activities permitted to limited liability companies by the Act as are incidental, necessary or appropriate to the foregoing.

ARTICLE VI - LIMITATIONS

Notwithstanding any other provision of these Articles or the Operating Agreement and so long as any Obligations under the Loan Documents remain outstanding and not discharged in full, Company shall not, without the prior consent of the Lender, do any of the following:

- (i) engage in any business or activity other than those set forth in Article V or cause or allow JMT Leasing to engage in any business or activity other than as set forth in its Articles of Organization;
- (ii) incur any indebtedness or assume or guaranty any indebtedness of any other entity, other than the indebtedness incurred in connection with the refinancing of the Property pursuant to the Loan Documents, indebtedness permitted thereunder and normal trade accounts payable in the ordinary course of business;

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- (iii) cause JMT Leasing to incur any indebtedness or to assume or guaranty any indebtedness of any other entity, other than the Loan, indebtedness permitted thereunder, and normal trade accounts payable in the ordinary course of business;
- (iv) dissolve or liquidate, in whole or in part;
- (v) cause or consent to the dissolution or liquidation, in whole or in part, of JMT Leasing;
- (vi) consolidate or merge with or into any other entity or convey or transfer or lease its property and assets substantially as an entirety to any entity;
- (vii) cause JMT Leasing to consolidate or merge with or into any other entity or to convey or transfer or lease its Property and assets substantially as an entirety to any entity;
- (viii) with respect to the Company or JMT Leasing, institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution or bankruptcy or insolvency proceedings against it, or file a petition seeking or consenting to reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or JMT Leasing or a substantial part of property of the Company or JMT Leasing, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debts generally as they become due, or take corporate action in furtherance of any such action;
- (ix) amend, modify or alter Articles V through X of these Articles of Organization or approve an amendment to Articles V through IX of the Articles of Organization governing JMT Leasing; or
- (x) withdraw as manager of JMT Leasing.

ARTICLE VII - SEPARATENESS/OPERATIONS MATTERS

The Members and the Manager shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence and rights (charter and statutory). Notwithstanding anything to the contrary in these Articles, the Operating Agreement, or in any other document governing the formation, management or operation of the Company, the Manager also shall cause the Company to and the Company shall:

- (i) maintain books and records and bank accounts separate from those of any other Person;

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- (ii) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (iii) comply with all organizational formalities necessary to maintain its separate existence;
- (iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
- (v) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person and not have its assets listed on any financial statement of any other Person; except that the Company's assets may be included in a consolidated financial statement of its Affiliate so long as appropriate notation is made on such consolidated financial statements to indicate the separateness of the Company from such Affiliate and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person;
- (i) prepare and file its own tax returns separate from those of any Person to the extent required by applicable law, and pay any taxes required to be paid by applicable law;
- (ii) allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates;
- (iii) not enter into any transaction with Affiliates except on an arm's-length basis and pursuant to written, enforceable agreements;
- (iv) conduct business in its own name, and use separate stationery, invoices and checks;
- (v) not commingle its assets or funds with those of any other Person;
- (vi) not assume, guarantee or pay the debts or obligations of any other Person;
- (vii) correct any known misunderstanding as to its separate identity;
- (viii) not permit any Affiliate to guarantee or pay its obligations (other than limited guarantees and indemnities set forth in the Loan Documents);
- (ix) not make loans or advances to any other Person;
- (x) pay its liabilities and expenses out of its own funds;

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- (xi) maintain a sufficient number of employees in light of its contemplated business purpose and pay the salaries of its own employees, if any, only from its own funds;
- (xii) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities; provided, however, that the foregoing shall not require the Member to make additional capital contributions to the Company; and
- (xiii) cause the Managers, agents and other representatives of the Company to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

Failure of the Company, or the Members or the Manager on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Members or the Manager.

ARTICLE VIII - COMPANY PROPERTY; PARTITION; NATURE OF INTEREST

(a) All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's limited liability company interest shall be personal property for all purposes.

(b) To the fullest extent permitted by law, each of the Members and any additional member admitted to the Company hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Members shall not have any interest in any specific assets of the Company, and the Members shall not have the status of a creditor with respect to any distribution pursuant to these Articles or the Operating Agreement. The interest of the Members in the Company is personal property.

**ARTICLE IX - EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY
OF A MEMBER**

(a) The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the termination or dissolution of the Company and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, personal representative, executor, administrator, committee, guardian or conservator of such Member shall have all the rights of such Member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute Member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any interest in the Company shall be subject to all of the restrictions, hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent Member.

(b) Upon the occurrence of any event that causes the last remaining Member of the Company to cease to be a Member of the Company or that causes the Member to cease to be a Member of the Company, to the fullest extent permitted by law, the personal representative of such Member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member of the Company or the Member in the Company.

(c) Notwithstanding any other provision of these Articles, each of the Members, and any additional Members waive any right they might have to agree in writing to dissolve the Company upon the bankruptcy, death, dissolution, liquidation or termination of the Member or additional Member, or the occurrence of an event that causes the Member or additional Member to cease to be a Member of the Company.

ARTICLE X - DEFINITIONS

When used in these Articles, the following terms not otherwise defined herein have the following meanings:

"Act" means The Florida Limited Liability Company Act, as it may be amended or superseded from time to time.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person or any Person who has a direct familial relationship, by blood, marriage or otherwise with the Company or any Affiliate of the Company.

"Lender" means General Electric Capital Corporation, in its capacity as lender under the Loan Agreement, together with its successors and assigns.

"Loan" means that certain loan to be made by Lender to JMT Leasing in accordance with the terms, conditions and provisions of the Loan Documents.

"Loan Agreement" means that certain Loan Agreement by and between JMT Leasing and Lender.

"Loan Documents" has the meaning set forth in the Loan Agreement.

"Member" means the initial member(s) of the Company as set forth in the Operating Agreement, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of the Operating Agreement, each in its capacity as a member of the Company.

"Obligations" shall mean the indebtedness, liabilities and obligations of the Company and JMT Leasing under or in connection with the Loan Documents.

"Operating Agreement" shall mean the operating agreement of the Company.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

DATED January 23, 2007

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member.

(In accordance with section 605.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Jack M. Talansky

Typed or printed name of signer