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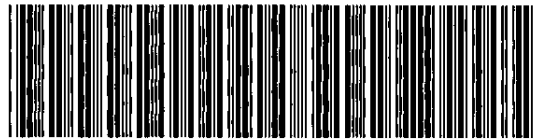
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CAPITAL CONNECTION, INC.

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

Ridge Centre Shoppers, LLC

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- ☐ Art of Inc. File _____
- ☐ LTD Partnership File _____
- ☐ Foreign Corp. File _____
- ☒ L.C. File _____
- ☐ Fictitious Name File _____
- ☐ Trade/Service Mark _____
- ☐ Merger File _____
- ☐ Art. of Amend. File _____
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- ☐ Dissolution / Withdrawal _____
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- ☐ Certificate of Status _____
- ☐ Certificate of Fictitious Name _____
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- ☐ Officer Search _____
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 5, 2007

CAPITAL CONNECTION

TALLAHASSEE, FL

SUBJECT: RIDGE CENTER SHOPPES, LLC
Ref. Number: W07000016822

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We have received your document for RIDGE CENTER SHOPPES, LLC and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please note that we have RETAINED your \$160.00 payment.

We are confused by the preface stating the "Foresight Holdings, Inc. . . . has associated itself together for the purpose of becoming a limited liability company."

This seems to suggest that the corporation is transforming itself into an LLC. If the corporation wishes to do that, it must file a Certificate of Conversion along with the Articles of Organization.

Is this your intention. Please clarify and/or call Buck Kohr at the number below.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6914.

Buck Kohr
Document Specialist

Letter Number: 007A00023189

RE-SUBMIT
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CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION OF RIDGE CENTRE SHOPPES, LLC

The undersigned certifies that Foresight Holdings, Inc., a Florida corporation, has authorized the filing of Articles of Organization for the purpose of forming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. In furtherance thereof it declares that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

ARTICLE I

NAME AND PRINCIPAL PLACE OF BUSINESS

The name of the limited liability company shall be RIDGE CENTRE SHOPPES, LLC, and its principal office shall be located at 10628 Pontofino Circle, Trinity, Pasco County, Florida, but it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

ARTICLE II

PURPOSE, POWERS AND BUSINESS

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

1. **PURPOSE** Notwithstanding any provision hereof or of any other document regarding the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Limited Liability Company, is to engage solely in the following activities:

(1) To acquire that certain parcel of real property, together with all improvements located thereon located at 36158-36184 US Hwy 27 North, 38-98 Maxcy Plaza Circle, Haines City, Florida, and commonly known as Ridge Centre Shoppes (the "Property").

(2) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property.

(3) To exercise all powers enumerated in the Florida Limited Liability Company Act incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

2. **PROHIBITED ACTIVITIES** Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The Limited Liability Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the

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Property, the Limited Liability Company shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Limited Liability Company shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of membership interest. For so long as a mortgage lien exists on the Property, the Limited Liability Company will not without the unanimous consent of all of the members of the Limited Liability Company: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; (ii) 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; (iii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity; (iv) make an assignment of its assets for the benefit of its creditors or any assignment of the assets of another entity for the benefit of such entity's creditors; or (v) take any action in furtherance of the foregoing. For so long as a mortgage lien exists on the Property, no material amendment to these articles of organization may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

3. INDEMNIFICATION Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Limited Liability Company in the event that cash flow is insufficient to pay such obligations.

4. SEPARATENESS COVENANTS Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these articles of organization, the Limited Liability Company shall conduct its affairs in accordance with the following provisions:

(1) It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.

(2) It shall maintain separate records, books and accounts from those of any affiliate or any other person.

(3) It shall not commingle funds or assets with those of any affiliate or any other person.

(4) It shall conduct its business and hold its assets in its own name.

(5) It shall maintain financial statements, accounting statements and prepare tax returns separate from any affiliate or any other person.

(6) It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate, and maintain a sufficient number of employees in light of its contemplated business operations.

- (7) It shall maintain adequate capital in light of its contemplated business operations.
- (8) It shall maintain an arm's length relationship with any affiliate.
- (9) It shall not assume or 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.
- (10) It shall not have any of its obligations guaranteed by any member, general partner or affiliate, except the guarantor of the mortgage loan.
- (11) It shall not pledge its assets for the benefit of any other person or entity or make an advance or loan to any person or entity, including any affiliate.
- (12) It shall not acquire obligations or securities of its partners, members or any affiliate.
- (13) It shall use stationery, invoices and checks separate from any affiliate and not as a division, department or part of any other person or entity.
- (14) It shall hold itself out as an entity separate and distinct from any affiliate and not as a division, department or part of any other person or entity.
- (15) It shall not identify its members or any affiliates as a division or part of it.
- (16) It shall correct any known misunderstanding regarding its separate identity.
- (17) It shall maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity.
- (18) It shall not share a common logo with any affiliate or any other person.
- (19) It shall not acquire or own any material assets other than the Property and such incidental personal property as may be necessary for the operation of the Property.
- (20) It shall maintain its books, records, resolutions and agreements as official records.
- (21) It shall hold regular meetings, as appropriate, to conduct its business and observe all Limited Liability Company level formalities and record keeping.

5. **DEFINITIONS** For purposes of this Article II, the following terms shall have the following meanings:

(1) "Affiliate" means any person controlling or controlled by or under common control with the Limited Liability Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Limited Liability Company, or any affiliate thereof, and (ii) any person which receives compensation for administrative, legal or accounting services from this limited liability company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(2) "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

ARTICLE III

EXERCISE OF POWERS

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the manager(s) of this limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

ARTICLE IV

MANAGEMENT

This limited liability company shall be managed by one (1) manager. The name and address of the entity who shall serve until its successor is elected and qualified is as follows: FORESIGHT PROPERTY SERVICES, LLC, a Florida limited liability company, 10628 Pontofino Circle, Trinity, FL 34655.

ARTICLE V

MEMBERSHIP RESTRICTIONS

Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred except with unanimous written consent of all members.

On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, or the occurrence of any other event that terminates the continued membership of a member in the limited liability company, the remaining members shall have the right to continue the business on the consent of the majority-in-interest of the remaining members. If such vote is not obtained, for so long as a mortgage lien exists on the Property the Limited Liability Company shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such

holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

When acting on matters subject to the vote of the members, notwithstanding that the Limited Liability Company is not then insolvent, all of the members shall take into account the interest of the Limited Liability Company's creditors as well as those of the members.

ARTICLE VI

CAPITAL CONTRIBUTIONS

Capital contributions in the amount of \$100.00 cash shall be paid to the limited liability company by the member. Additional contributions will be made as required for investment purposes, as determined by the unanimous consent of the members.

ARTICLE VII

PROFITS AND LOSSES

(a) Profit Sharing. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to an equal distributive share of the profits. The distributive share of the profits shall be determined and paid to the members as authorized and determined by the members, but in no event less often than each year on the anniversary date of the commencement of business of the limited liability company, the month and day of the commencement date being April 1, 2007.

(b) Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business, or, if these sources are insufficient to cover such losses, by the members in equal shares.

ARTICLE VIII

DURATION

This limited liability company shall exist perpetually or until dissolved in a manner provided by law, or as provided in the regulations adopted by the members.

ARTICLE IX

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 1822 N. Belcher Road, Suite 200, City of Clearwater, County of Pinellas, State of Florida, and the name of the company's initial registered agent at that address is George G. Pappas.

The undersigned, being the attorney and authorized agent of the original members of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of Ridge Centre Shoppes, LLC.

33765
The undersigned, being the attorney and agent of the original members of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of Ridge Centre Shoppes, LLC.

Executed by the undersigned at Clearwater, Pinellas County, Florida on this 4th day of April, 2007.



George G. Pappas

ACCEPTANCE BY REGISTERED AGENT

George G. Pappas does hereby accept the designation of Registered Agent and states that he is familiar with, and accepts, the obligations provided for in 607.325, Florida Statutes.

Dated this 4th day of April, 2007



George G. Pappas