

LD7000101484

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

LS

Office Use Only



100111349531

11/07/07--01038--007 **25.00

FILED

2007 NOV -7 PM 1:37

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Law Office
EDWARD R. ALEXANDER, P.L.

A Florida Professional Limited Liability Company

EDWARD R. ALEXANDER, JR.
Attorney-at-Law
ed@OrlandoBusinessLawyer.com

SUNTRUST CENTER
200 SOUTH ORANGE AVENUE
SUITE 1220
ORLANDO, FLORIDA 32801

TELEPHONE: (407) 649-7777
FACSIMILE: (407) 316-8969
OrlandoBusinessLawyer.com

November 5, 2007

Secretary of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Amended and Restated Articles of Organization for M & M Properties
Minneola, LLC

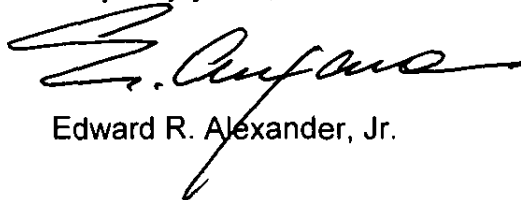
Dear Sir/Madam:

Enclosed please find the original Amended and Restated Articles of Organization for M & M Properties Minneola, LLC, together with a check in the amount of \$25.00, to cover the filing fee therefore.

Please file the Amended and Restated Articles of Organization and return notification of the filing to the above address.

If you have any questions or need further information, please contact me at the above number. Thank you for your assistance.

Very truly yours,



Edward R. Alexander, Jr.

encl.

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF**

M & M PROPERTIES MINNEOLA, LLC
a Florida Limited Liability Company

M & M PROPERTIES MINNEOLA, LLC, a Florida Limited Liability Company (the "Company"), by and through all of its members, hereby adopts these Amended and Restated Articles of Organization as an amendment to, and replacement of, its Articles of Organization of October 4, 2007, as hereinafter set forth.

Pursuant to Section 608.411 of the Florida Statutes, the members of the Company unanimously adopted these Amended and Restated Articles of Organization on October 17, 2007.

The Articles of Organization of the Company, filed on October 4, 2007, are deleted in their entirety and the following is substituted therefore:

Article I. Name.

The name of the Company is:

M & M PROPERTIES MINNEOLA, LLC

Article II. Principle & Mailing Address.

The principal address of the Company is 201 S. Highway 27, Minneola, FL 34715. The mailing address of the Company is 1234 Shorecrest Circle, Clermont, FL 34711.

Article III. Business Purpose and Powers.

The purpose of the Company's operations shall be any lawful purpose for which a limited liability company may be organized under the laws of the State of Florida, in accordance with §608.403 of the Florida Limited Liability Company Act (the "Act"), and the Company shall have all the powers granted a limited liability company under the laws of the State of Florida, in accordance with §608.404, of the Act. From time to time the Members may provide for a specific business purpose or purposes of the Company and may limit the powers of the Company in its Operating Agreement, as amended from time to time (the "Operating Agreement").

Article IV. Management.

Section 4.01 Management of the Company's business and affairs shall be vested in a Board of Managers. Managers may, be need not be, members of the Company.

Section 4.02 As of the date of the filing of these Amended and Restated Articles of Organization: (A) the number of Managers of this Company shall be two (2); and (B) the Managers of this Company shall be Shawn McNiel and Georgeann Martin.

Section 4.03 The number of Managers may be either increased or diminished from time to time by the Members in accordance with the Operating Agreement, but there shall always be at least one Manager.

Section 4.04 Managers, as such, shall receive such compensation for their services, if any, as may be set by the Members at any annual or special meeting thereof. The Board of Managers may authorize and require the payment of reasonable expenses incurred by Managers in attending meetings and fulfilling the duties of the Board of Managers.

Section 4.05 Nothing in this Article shall be construed to preclude the Managers from serving the Company in any other capacity and receiving compensation therefore.

Section 4.06 Except as may be limited by the Operating Agreement, Any Manager may be removed from office by the holders of a majority of the membership interests entitled to vote thereon at any annual or special meeting of the Members of this Company, for any cause deemed sufficient by such Members or for no cause.

Section 4.07 In case one or more vacancies shall occur in the Board of Managers by reason of death, resignation or otherwise, the vacancies shall be filled in accordance with the Operating Agreement or, if not set forth therein, by the Members of this Company at their next annual meeting or at a special meeting called for the purpose of filling such vacancies. Any vacancy may be filled by the remaining Managers until the Members have acted to fill the vacancy.

Section 4.08 The Company shall indemnify against any liability incurred in any proceeding in which any individual or entity is made a party to the proceeding because he, she or it is or was a manager or member if:

- (A) he, she or it acted and conducted himself in good faith;
- (B) he, she or it reasonably believed:
 - (1) in the case of conduct in his, her or its official capacity, that such conduct was in the best interest of the Company; or
 - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the Company; and
- (C) in the case of any criminal proceeding, he, she or it had no reasonable cause to believe that his conduct was unlawful.

Section 4.09 The Company shall advance the reasonable expenses incurred by a manager or member who is a party to a proceeding if:

- (A) the Member furnishes the Company with a written affirmation of his, her or its good-faith belief that he, she or it has met the standard of conduct required for indemnification;
- (B) the Member furnishes the Company with a written undertaking, executed personally by him, her or it, or on his, her or its behalf, to repay the

advance if it is determined that he, she or it did not meet such standard of conduct; and

- (C) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Section 4.10 The Company shall indemnify each manager or member who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he, she or it was a party, against reasonable expenses incurred by him, her or it in connection with the proceeding.

Section 4.11 A manager or member who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

Article V. Operating Agreement.

The Members may, from time to time, adopt, amend, alter and repeal the Operating Agreements by two-thirds vote of the Members, provided, however, the Operating Agreement and all replacements, amendments and alterations thereto shall be in writing.

Article VI. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property.

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company only if they are executed by all of the Managers; provided, however, the Members may, in accordance with these Articles of Organization and the Operating Agreement, elect one Manager to execute such documents.

Article VII. Meetings of the Members.

Annual and special meetings of the Members shall be held at such time as may be stated or fixed in accordance with the Operating Agreement, but in no event less than every thirteen months. Failure to hold the annual meeting shall not work as a forfeiture or dissolution of the Company.

Article VIII. Voting.

Except as set forth in an Operating Agreement, which may grant to all or a special group of Members the right to consent, vote or agree on a per capita or other basis upon any matter, the Members shall vote in accordance with their membership interest in the Company. Unless the Operating Agreement provides otherwise, a Member may vote by proxy or in person.

Unless otherwise provided in these Articles of Organization or the Operating Agreement, a majority of the Members, by capital account, entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members, by capital account, represented at the meeting and

entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by these Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

Article IX. Action by Members without a Meeting.

Unless the Operating Agreement provides otherwise, any action required by law, the Operating Agreement, or the Articles of Organization of the Company to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Members, by capital account, having not less than a minimum interest in the Company that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. If any class of Members is entitled to vote thereon as a class, such written consent shall be required of the Members, by capital account, of each class of Members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

Article X. Liability of Members.

Section 10.01 A Member of the Company is liable to the Company only for the difference between: (A) the amount of such Member's capital contributions which have actually been made; and (B) the amount, if any: (1) which is set forth in these Articles of Organization; or (2) which such Member is obligated to make pursuant to a written contract, to which such Member is a party; provided that, with respect to items (B)(1) and (B)(2) the time or conditions precedent for the making of such additional capital contributions, if any, shall have passed or been satisfied.

Section 10.02 The Members of the Company shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the Company.

Article XI. Admission of new Members.

Unless the Operating Agreement provides otherwise, a new members shall be admitted only upon the affirmative approval, by vote at a membership meeting of no less than three-quarters of the Members, without regard to the vote of any Member seeking to make a transfer or assignment of his, her or its membership interest.

Article XII. Transferability of Member's Interest.

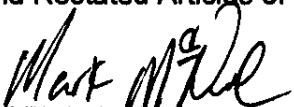
The interests of the Members of the Company may be transferred or assigned only as permitted in the Operating Agreement or, in the absence thereof, without limitation; provided, however, the transferee or assignee of such Member shall receive only an economic interest and shall have no right to participate in the management of the Company or to become a Member unless admitted in accordance with Article XI. Unless approved in the foregoing manner, a transferee or assignee of a Member's

interest shall only be entitled to receive the share of profits or other compensation by way of income and the return of the contributions to which the transferring or assigning Member would otherwise be entitled.

Article XIII. Withdrawal.

No Member shall be entitled to withdraw from the Company except as expressly set forth in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned Members have executed these Amended and Restated Articles of Organization this 17th day of October, 2007.




Mark McNiel



Shawn McNiel



Georgeann Martin



David Martin