

108000114724

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

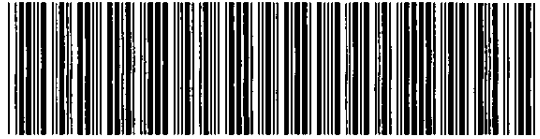
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200138714522

200138714522
12/16/08--01022--011 **160.00

FILED
08 DEC 16 AM 11:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. BRUCE

DEC 17 2008

EXAMINER

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: GRUTLAND LLC

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

Please return all correspondence concerning this matter to the following:

**Ross M. Wagner
Commerce International Services LLC
1803 Ithaca Drive
Vista, CA 92081-5467**

For further information concerning this matter, please call:

Ross Wagner at **(760) 803 7725**
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

√ \$160.00 Filing Fee,
Certificate of Status &
Certified Copy (additional copy is enclosed)
Plus \$10 for Apostille for Switzerland

**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**

FILED
08 DEC 16 AM 11:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
FOR
FLORIDA LIMITED LIABILITY COMPANY**

ARTICLE I - Name:

The name of the Limited Liability Company is: **GRUTLAND LLC**

ARTICLE II - Address:

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

Principal Office Address:

**4061 Forrestal Ave
Orlando, FL 32806**

Mailing Address:

**1803 Ithaca Dr
Vista, CA 92081-5467**

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

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

USA-RA LLC
Name

841 Prudential Drive, 12th Floor
Florida street address (P.O. Box **NOT** acceptable)

Jacksonville, FL 32207
City, State, and Zip

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..

Kyle Lavender
Registered Agent's Signature

FILED
08 DEC 16 AM 11:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(CONTINUED)

ARTICLE IV- Manager(s) or Managing Member(s):

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

<u>Title:</u>	<u>Name and Address:</u>
"MGR" = Manager	
"MGRM" = Managing Member	
MGRM	Wimpole International Inc.
	Apartado 0819-09132, 2nd floor, Swiss Bank bldg, East 53rd Str. Marbella, Panama City – Republic of Panama
MGRM	Candler Investments Ltd
	Winterbotham Place, Marlborough & Queen Streets P.O. Box CB 11.343 Nassau, Bahamas

ARTICLE V: The purpose for which this limited liability company is organized is to do all lawful things including owning real property. The company will have unlimited power to engage in and do any lawful act concerning any or all lawful businesses for which LLCs may be organized according to the laws of the state of Florida, excluding banking and insurance, including all powers now and hereafter permitted by law to an LLC.

ARTICLE VI: The duration of the limited liability company will be 30 years.

ARTICLE VII: Indemnification

A. The Company will indemnify and hold harmless an individual made party to a proceeding because he is or was a manager, officer, organizer, employee or agent of the Company against liability incurred in the proceeding if:

1. He conducted himself in good faith;
2. He reasonably believed that his conduct was in or at least not opposed to the Company's interest; and
3. In the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

B. Indemnification will also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his conduct to be in the interests of the participants in and beneficiaries of the plan.

C. The Company will pay for or reimburse the reasonable expenses incurred by a manager, officer, organizer, employee or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:

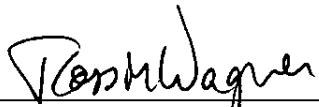
1. The individual furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in these articles;

2. The individual furnishes the Company a written undertaking executed personally or on his behalf to repay the advance if it is ultimately determined he did not meet the standard of conduct; and
3. A determination is made that the facts then known to those making the determination would not preclude indemnification under the law.

The undertaking required by this paragraph will be an unlimited general obligation, but need not be secured and may be accepted without reference to financial ability to make repayment.

- D. The indemnification and advancement of expenses authorized in these articles will not be exclusive to any other rights to which the manager, officer, organizer, employee or agent may be entitled under any bylaw, agreement, vote of the members or disinterested managers or otherwise. The indemnification or right to advancement will not be limited to an individual who would otherwise be entitled to such. These Articles of Organization or Incorporation may not be interpreted as mandating indemnification or advancement of expenses to the extent permitted by law.
- E. In addition to the foregoing, the Company will indemnify and save the organizers harmless for all acts taken by them as organizers of the Company, and will pay all costs and expenses incurred by or imposed on them as a result of the same, including compensation based on the usual charges for expenditures required of them in pursuit of the defense against account enforcing the indemnification right under these Articles, and the Company releases them from all liability for any such act as organizers not involving willful or grossly negligent misconduct.

REQUIRED SIGNATURE:



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

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Ross M. Wagner

Typed or printed name of signer

FILED
08 DEC 15 AM 11:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA