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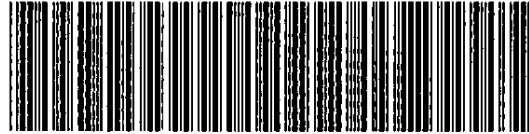
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
10 DEC 15 AM 10:50

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Geiger JB Property, LLC
Name of Limited Liability Company

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

Please return all correspondence concerning this matter to the following:

Brigitte Moran, Paralegal

Name of Person

Greenebaum Doll & McDonald PLLC

Firm/Company

3500 National City Tower, 101 South Fifth Street

Address

Louisville, Kentucky 40202

City/State and Zip Code

e-mail annual report notification to Michael F. Geiger at: mfg422@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brigitte Moran, Paralegal

Name of Person

at (**502**) **588-4025**

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- ☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & Certificate of Status ☒ \$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐ \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

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

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Geiger JB Property, LLC

(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:

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

Principal Office Address:

14344C Harbor Landing Drive
Fort Myers, Florida 33908

Mailing Address:

14344C Harbor Landing Drive
Fort Myers, Florida 33908

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

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

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

Michael F. Geiger

Name

14344C Harbor Landing Drive

Florida street address (P.O. Box **NOT** acceptable)

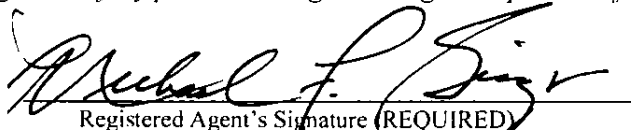
Fort Myers

FL

33908

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..


Registered Agent's Signature (REQUIRED)

(CONTINUED)

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DIVISION OF CORPORATION
10 DEC 15 AM 10:51

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

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

Title:

"MGR" = Manager

"MGRM" = Managing Member

Name and Address:

MGR

Jensen North Atlantic Realty, Inc.

14344C Harbor Landing Drive

Fort Myers, Florida 33908

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10 DEC 15 AM 10:51

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

Please see attached Exhibit A for additional provisions to these Articles.

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. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Jensen North Atlantic Realty, Inc. by Michael F. Geiger, President

Typed or printed name of signee

Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation
of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

EXHIBIT A

**SPECIAL PURPOSE ENTITY PROVISIONS
OF
GEIGER JB PROPERTY, LLC
("BORROWER")**

To the extent applicable, the following provisions shall apply:

SECTION 1: PURPOSE

1.1 Limited Purpose. The Borrower's purpose is solely limited to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing certain property known as 2960 & 2966 NW Federal Highway, Jensen Beach, Florida 34957 (the "Property"), (ii) entering into certain loan documents ("Loan") with Wells Fargo Bank, N.A. (f/k/a Wells Fargo Bank Minnesota, N.A.) as Trustee for the registered holders of GE Commercial Mortgage Corporation, Commercial Mortgage Pass-Through Certificates, Series 2003 -C1 ("Lender"), (iii) refinancing the Property in connection with a permitted repayment of the Loan, and (iv) transacting any and all lawful business for which the entity is organized under its constitutive law that is incident, necessary and appropriate to accomplish the foregoing.

SECTION 2: LIMITATIONS

2.1 Certain Actions Requiring Unanimous Vote. The unanimous vote of the Borrower's members is required in order to take any of the following actions:

(i) Filing a petition or consent to a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief on behalf of the Borrower of its debts under any federal or state law relating to bankruptcy.

(ii) Seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Borrower or a substantial portion of its properties.

(iii) Making any assignment for the benefit of the Borrower's creditors.

(iv) Taking any action in furtherance of any of the foregoing.

SECTION 3: SEPARATENESS

3.1 Separateness Provisions. The Borrower may not:

(i) merge into or consolidate with any other entity, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

(ii) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable laws of the jurisdiction of its organization or formation, or amend, modify, terminate or fail to comply with the provisions of its organizational documents;

(iii) own any subsidiary, or make any investment in, any other entity;

(iv) commingle its assets with the assets of any other entity;

(v) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than (a) the Loan, (b) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (1) unsecured, (2) not evidenced by a note, (3) on commercially reasonable terms and conditions, and (4) due not more than sixty (60) days past the date incurred, and/or (c) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgaged property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (b) and (c) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan;

(vi) fail to maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other entity; except that Borrower's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an affiliate, provided that such consolidated financial statements contain a footnote indicating that Borrower is a separate legal entity and that it maintains separate books and records;

(vii) enter into any contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of Borrower, or any affiliate of the foregoing, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

(viii) maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity;

(ix) assume or guaranty the debts of any other entity, hold itself out to be responsible for the debts of any other entity, or otherwise pledge its assets for the benefit of any other entity or hold out its credit as being available to satisfy the obligations of any other entity;

(x) make any loans or advances to any entity;

(xi) fail to file its own tax returns or files a consolidated federal income tax return with any entity (unless prohibited or required, as the case may be, by applicable law);

(xii) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or to conduct its business solely in its own name or fail to correct any known misunderstanding regarding its separate identity;

(xiii) fail to maintain adequate capital for the normal obligations reasonable foreseeable in a business of its size and character and in light of its contemplated business operations;

(xiv) fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an affiliate) among the entities sharing such expenses and to use separate stationery, invoices and checks;

(xv) fail to remain solvent or pay its own liabilities (including, without limitation, salaries of its own employees) from its own funds; or

(xvi) acquire obligations or securities of its partners, members, shareholders or other affiliates, as applicable.

SECTION 4: INDEMNIFICATION

4.1 Subordination of Indemnification Obligations. The Borrower's obligation, if any, to indemnify its members or managers, as applicable, must be fully subordinated to the Loan and must not constitute a claim against it in the event that cash flow in excess of amounts necessary to pay holders of the Loan is insufficient to pay such obligations.

SECTION 5: INDEBTEDNESS

5.1 Limitations on Indebtedness. The Borrower's ability to incur indebtedness (secured or unsecured, direct or contingent, including guaranteeing any obligation) other than the Loan is limited to (a) trade and operational indebtedness incurred in the ordinary course of business with trade creditors, provided such indebtedness is (i) unsecured, (ii) not evidenced by a note, (iii) on commercially reasonable terms and conditions, and (iv) due not more than sixty (60) days past the date incurred, and/or (b) financing leases and purchase money indebtedness incurred in the ordinary course of business relating to personal property at the subject mortgaged property on commercially reasonable terms and conditions; provided however, the aggregate amount of the indebtedness described in (a) and (b) shall not exceed at any time three percent (3%) of the outstanding principal amount of the Loan;

SECTION 6: AMENDMENTS

6.1 Prohibition on Amendment of Organization Documents. The Borrower shall (i) observe all organizational formalities, (ii) preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization, (iii) comply with and not terminate its organization documents and (iv) not amend the provisions of these Articles of Incorporation without the consent of Lender.

SECTION 7: MEMBERS

7.1 SPE Member. The Borrower's structure must contain at least one 0.5% SPE corporation that complies with SPE requirements for corporations ("SPE Member"). In addition, each such corporation's Organizational Documents must provide the following:

(i) Limited Purpose. Such member's purpose is limited to serving as member in the company.

(ii) Withdrawal of SPE Member. Upon the dissociation or withdrawal of the SPE Member from the Borrower, the Borrower must (i) appoint a new SPE Member, (ii) deliver an acceptable non-consolidation opinion to the holder of the Loan and to any applicable rating agency concerning, as applicable, the Borrower, the new SPE Member, and its owners, and (iii) obtain confirmation from the applicable rating agencies that the change in the SPE Member will not result in a qualification, withdrawal or downgrade of any securities rating.

7.2 Consideration of Interests of Creditors. The Borrower's members must be required to consider the interests of creditors in connection with any action subject to the vote of its members (including the SPE member), notwithstanding that the Borrower may not then be insolvent.

7.3 Continuance of Borrower. If there is a death, dissolution or other "termination event" of one or more members and at least one member remains, the Borrower shall not dissolve, and if any member is not an SPE, that the Borrower shall continue its existence (and not dissolve) for so long as a solvent member exists.

7.4 Unanimous Consent of Members. The unanimous consent of all members (including that of the SPE Member) shall be required for the Borrower to perform any of the acts set forth in Section 2.1 above.

7.5 Prohibition on Amendment of Organizational Documents. The Borrower is prohibited from amending the provisions specified within this Section 7 without the consent of the Lender, or, after the securitization of the Loan only if the Borrower receives (i) confirmation from each of the applicable rating agencies that such amendment would not result in the qualification, withdrawal or downgrade of any securities rating and (ii) approval of such amendment by the Lender or its assigns.