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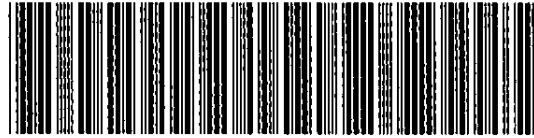
(Business Entity Name)

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TALLAHASSEE, FLORIDA

Owen Gooding  
Requester's Name  
1924 Temple Dr  
Address  
TALLA # 385-5622  
City/State/Zip Phone #  
FL 32303

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**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. Hartung Mitchell Dozier LLC  
(Corporation Name) (Document #)
2. \_\_\_\_\_  
(Corporation Name) (Document #)
3. \_\_\_\_\_  
(Corporation Name) (Document #)
4. \_\_\_\_\_  
(Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time ☒ Certified Copy  
☐ Mail out ☒ Will wait ☐ Photocopy ☒ Certificate of Status

**NEW FILINGS**

- ☐ Profit  
☐ Not for Profit  
☒ Limited Liability  
☐ Domestication  
☐ Other

**OTHER FILINGS**

- ☐ Annual Report  
☐ Fictitious Name

**AMENDMENTS**

- ☐ Amendment  
☐ Resignation of R.A., Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☐ Merger

**REGISTRATION/QUALIFICATION**

- ☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Trademark  
☐ Other

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Examiner's Initials

**ARTICLES OF ~~Organization~~  
OF HARTUNG MITCHELL DOZIER, LLC**

These Articles of ~~Organization~~ Hartung Mitchell Dozier, LLC, a Florida limited liability Company, are made this 11<sup>th</sup> day of January, 2010<sup>1</sup>, by and between **LAWRENCE R. HARTUNG, JR. and LAURIE HARTUNG, husband and wife, CHARLES B. MITCHELL, III and PATRICIA N. MITCHELL, husband and wife, and LAURIE L. DOZIER, III and C. KELLY DOZIER, husband and wife** (referenced to and collectively known as "the members"), all of Leon County, Florida.

**WITNESSETH:**

Whereas, LAWRENCE R. HARTUNG, JR. and DANA W. HARTUNG, husband and wife, CHARLES B. MITCHELL, III and PATRICIA N. MITCHELL, husband and wife, and LAURIE L. DOZIER, III and C. KELLY DOZIER, husband and wife, gained title in undivided interests to a commercial real estate building in Tallahassee, Leon County Florida by Special Warranty Deed recorded on June 3, 1994 in Official Record Book 1739, Page 723, Public Records of Leon County, Florida;

Whereas, DANA W. HARTUNG conveyed her undivided interest to LAWRENCE R. HARTUNG, JR. by Quitclaim Deed recorded on December 9, 1998 in Official Record Book 2127, Page 860, Public Records of Leon County, Florida;

Whereas, the members cited above plan to convert ownership of the commercial real estate building from tenancy in common to a Florida limited liability Company and wish to manage, operate, mortgage and sell the commercial real estate building as a Florida limited liability Company;

NOW, THEREFORE, the undersigned hereby create **HARTUNG MITCHELL DOZIER, LLC** and state the following:

1. **NAME:** The name of the Florida limited liability Company shall be HARTUNG MITCHELL DOZIER, LLC

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2. **MEMBERS and ALLOCATION OF INTERESTS:** The members identity and their ownership interests are:

LAWRENCE R. HARTUNG, JR.  
and LAURIE HARTUNG, husband and wife 75%

CHARLES B. MITCHELL, III  
and PATRICIA N. MITCHELL, husband and wife, 12.5%

LAURIE L. DOZIER, III  
and C. KELLY DOZIER, husband and wife, 12.5%

3. **MANAGING MEMBER** shall be LAWRENCE R. HARTUNG, JR.
4. **PLACE OF BUSINESS:** The principal place of business of the Company is located at 3303 Thomasville Road, Suite 201, Tallahassee, Florida 32308.
5. **NATURE OF BUSINESS:** The Company shall engage in the acquisition, development, lease and ultimate sale of real property.
6. **DURATION:** The Company commences operations upon filing these Articles with the Florida Secretary of State and shall continue in perpetuity unless terminated under other provisions of this Agreement.
7. **ACCOUNTS:** An individual capital account shall be maintained for each member. The capital of each member shall consist of his/her original contribution of capital or services and increased by additional capital contributions and decreased by distributions and reduction of Company capital and reduction of his/her share in Company losses if these losses are charged to the capital account. Capital shall also include the appraised value less the debt.
8. **SALARIES:** No member shall receive any salary for services rendered to the Company.
9. **LOAN BY MEMBERS:** If all members consent, one or more may lend money to the Company at a rate agreed upon by the other members in writing.
10. **PROFIT & LOSSES:** The net profits of the Company shall be divided proportionately between the members and the net losses shall be borne proportionately.
11. **MANAGEMENT:** Members shall have the right to manage the Company according to that member's interest. Fifty-one percent (51%) of the interests in the Company shall be a

majority for voting purposes. Only one member of a joint-ownership shall have the right to vote joint-ownership's interest.

12. **BOOKS OF ACCOUNT:** The Company shall maintain adequate accounting records. All books, records and accounts of the Company shall be opened at all times to inspection by all members. The records shall be provided to a CPA who shall prepare the Company's annual tax return.
13. **ACCOUNTING BASIS:** The books of account shall be kept on a cash basis.
14. **FISCAL YEAR:** The fiscal year of the Company shall be on an annual basis beginning January 1, 2010 and terminating December 31, 2010 and continuing each year thereafter. 2010 shall be a partial fiscal year.
15. **DEPOSITORY:** All funds of the Company shall be deposited in the name of the Company in a designated checking account, savings account, money market fund or certificates of deposit, as designated by the members. Checks shall be drawn on the Company account for Company purposes only. At least two members shall be authorized to sign checks. In the alternative the members may designate in writing a non-member to sign checks and conduct ministerial duties.
16. **MANAGEMENT DUTIES AND RESTRICTIONS:**
  - A. The consent of at least fifty-one percent (51%) of the Company shall be required with respect to the management, conduct and operation of the Company business in all respects and in all matters including, but not limited to: power to sell and convey the property, to mortgage the property, to lease the property, or any part thereof and to borrow or lend money on behalf of the Company. Any common, recurring, budgeted expenditure shall be exempt from this provision. Any non-recurring expenditure less than \$10,000 annually shall be exempt from this provision
  - B. Each member may have other business interests and may engage in any other business or trade, profession, or employment whatsoever on his/her own account or in company with or as an employee of or as an officer, director or shareholder of any other person, firm or corporation. He/she shall not be required to devote his/her entire time to the business of the Company.
  - C. This Agreement shall be subject to and shall be construed under the laws of the State of Florida.
  - D. The managing member shall have the authority to execute all documents relating to the operation of the Company including any closing documents for financing.

17. **ENCUMBERING OR TRANSFER OF A LLC INTEREST.**

A. **VOLUNTARY TRANSFER and NO ENCUMBRANCING**

1. A member may not encumber any portion of his/her interest in the LLC.
2. **LLC Shall have Right of First Refusal.** Unless otherwise prohibited by law, in the event that any member desires to sell, assign, transfer or make any disposition of any LLC interest (hereinafter sometimes referred to as the "Selling Member") he or she shall be required to first offer said interest to the LLC at a price equal to the price for which the member intends to sell. The LLC shall then have a period of thirty (30) days in which to notify the member offering his/her interest of the percentage of the LLC which the LLC decides either to acquire or not acquire. If the LLC exercises its option to acquire all or a percentage of the interest, the LLC shall notify the Selling Member within the above-stated thirty (30) days of receipt of the offer and shall purchase the unit(s) within thirty (30) days after its notification to the Selling Member of its option exercise. The Selling Member covenants that he will attend, if required by the Managing Member, a special meeting of the LLC to be held, for such purposes, but he will abstain from voting his/her interest.
3. **The Members Shall Next Have Right of First Refusal.** In the event the LLC shall acquire none or only some of the interest which the Selling Member desires to sell, the Selling Member shall then notify the remaining members of the interest available pursuant to the option granted herein to members to purchase said interest.

The interest not purchased by the LLC shall be offered for sale to the remaining members and be subject to an option on the part of each of the individual members to the LLC Agreement to purchase a "proportionate amount" of the interests not purchased by the LLC. Notification by the remaining members of their desire to exercise their purchase option must be made to the LLC within fifteen (15) days after receipt of notification by the Selling Member to the remaining members. The term "proportionate amount" as used herein shall mean that portion of the interest of the LLC then owned by each of the individual members to this Agreement bears to the interest of the LLC (other than those offered for sale) then owned by all the individual members hereto. In addition, if any of the interests of the LLC

offered for sale are not purchased by member(s) first entitled thereto, the term "proportionate amount" shall not include the interests of the LLC owned by the declining member(s). All purchases shall be upon the same terms and conditions as the Selling Member intends to sell his/her interests to non-members. Each subsequent offer to sell or purchase the interest of the Selling Member that is different from the offer made to the LLC shall cause a new first right of refusal. In such event the procedure here shall repeat, unless expressly waived in writing in advance by the LLC and each member.

4. **An exception to this right of first refusal** is the right granted each member to assign or transfer to anyone the privilege of receiving LLC distributions, whether distributions are in cash or non-cash property, but such assignment or transfer does not include voting rights or the right to participate in the LLC's management.

B. **VOTING STATUS OF NON-OWNER TRANSFEREE.**

In the event neither the LLC nor individual members agree to purchase, the Selling Member may transfer his/her shares to a non-owner. The transferee shall be entitled to a proportionate share of all distributions, income and proceeds the same as the remaining members, but shall not become a voting member for purpose of managing or operation of the LLC without the unanimous consent of the remaining members.

C. **INVOLUNTARY TRANSFERS DUE TO DEATH OR JUDICIAL DECREE OR OPERATION OF LAW**

An involuntary transfer shall occur upon: the death of the survivor of a joint ownership, dissolution of marriage of a member; or by operation of law. Any heirs, assigns, estates or survivors as directed by will, trust, operation of law, or divorce decree are involuntary transferees and are entitled to a proportionate share of all income, distributions and proceeds as may from time to time be distributed by the LLC; however, these involuntary transferees are not entitled to vote and shall have no voice in the management, operation or control of the LLC without unanimous consent of the remaining members.

In the event of an involuntary transfer, the LLC and the members shall have the right as provided in paragraph 17 A, but not the obligation, to acquire the transferee's interest for a period of one (1) year from date of deceased member's death or final decree in marriage dissolution or by an action by operation of law. After one year, if the LLC or the remaining members have not exercised the right of first refusal, then the transferee may transfer the interest as provided in paragraph 17 B.

D. VALUATION of MEMBER'S or TRANSFEREE'S INTEREST  
and COSTS OF SALE

In the event the LLC or one or more members exercises the right to purchase an interest in the LLC as a result of a voluntary or involuntary transfer, the value of the interest shall be the sum of:

- a) member's capital account, including equity as determined by MAI appraisal of the fair market value of a partial Company interest (discounts are usually applied)
- b) any unpaid loans due the member
- c) member's proportionate share of the accrued net profits remaining undistributed.

No goodwill shall be included in determining the value of the member's interest.

The appraisal and all other costs of the sale to the LLC shall be borne by the member (or his/her legal representative or transferee) whose Company interest is the subject of a voluntary or involuntary transfer.

18. **ADDITIONAL CONTRIBUTIONS TO CAPITAL:** A Member may, but shall not be obligated to, make such additional Capital Contributions from time to time as shall be determined by Members owning 51% of the Company interests; said Capital Contributions to be reasonably necessary to meet the expenses and obligations of the LLC. After the LLC makes such determination, the Managing Member shall give written notice to each Member of the amount of required additional contribution, and each Member may deliver to the LLC its pro rata share thereof (in proportion to the respective Percentage Interest of the Member on the date such notice is given) no later than thirty (30) days following the date notice is given. None of the terms, covenants, obligations or rights contained in this paragraph shall be deemed to be for the benefit of any person or entity other than the Members and the LLC, and no such third person shall under any circumstances have any right to compel any actions or payments by the Managing Member and/or the Members.

No Member shall be compelled to make an additional Capital Contribution, yet in the event that a Member does not contribute his/her pro rata share as described above, that Member's pro rata share may be advanced by another Member and the non-contributing Member's Percentage Interest in the Company would then be transferred to the individual Member making the advance in an amount based on the ratio of the Capital Contribution to the value of the non-contributing Member's Company interest. In the alternative, a Member's pro rata



share of the Capital Contribution may be advanced by the remaining Members, pro rata, and the non-contributing Member's Percentage Interest in the Company would then be appropriately diluted to reflect the failure to make the Additional Contribution coupled with the act by the other Members to make the Additional Contribution. Provided, however, the non-contributing Member shall have a redemption period of six months from the day the capital contribution is advanced on his/her behalf in order to repay the advance in full at five percent interest, so that the dilution of his/her Company interest will not occur.

Any costs involved, including but not limited to an appraisal, due to a Member opting not to contribute, shall be borne by the non-contributing Member.

19. **AMENDMENT AND BINDING EFFECT:** This Agreement shall not be modified or amended except in writing and signed by members constituting sixty-five per cent (65%) of the beneficial ownership of the Company. This Agreement is binding upon the heirs, executives, administrators, personal representatives and assigns of each member.
20. **TERMINATION:** In the event the members determine that the Company shall terminate, the members shall proceed with reasonable promptness to liquidate the business of the Company. The assets of the Company shall first be used to pay or provide for all debts of the Company. Thereafter all money remaining undistributed in the Company capital account shall be paid to the members.

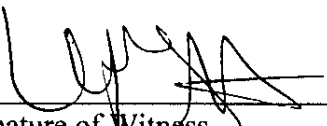
**IN WITNESS WHEREOF,** the members have hereunto set their hands and seals on the day and year first above written.


Signed in the presence of:

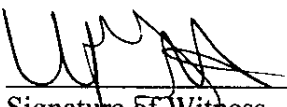
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Signature of Witness  
Virginia Ann Simpler  
Printed Name of Witness


Mary E. Preston  
Signature of Witness  
MARY E. PRESTON  
Printed Name of Witness

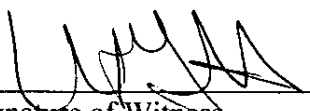
Lawrence R. Hartung, Jr.  
LAWRENCE R. HARTUNG, JR.  
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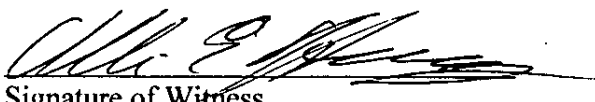
  
Signature of Witness  
Melanie G. Howe  
Printed Name of Witness

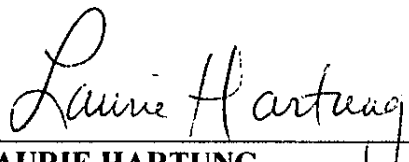
  
Signature of Witness  
Allie E. Howe  
Printed Name of Witness

  
Signature of Witness  
Melanie G. Howe  
Printed Name of Witness

  
Signature of Witness  
Allie E. Howe  
Printed Name of Witness

  
Signature of Witness  
Melanie G. Howe  
Printed Name of Witness

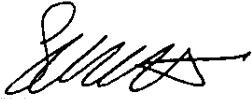
  
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Allie E. Howe  
Printed Name of Witness

  
LAURIE HARTUNG

  
CHARLES B. MITCHELL, III

  
PATRICIA N. MITCHELL

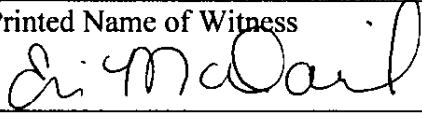
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Signature of Witness

SHAWN CHRISTOPHER ROBERTS

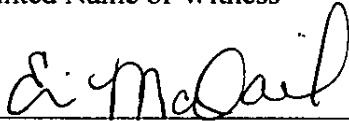
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Signature of Witness

Erin McDaniel

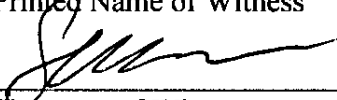
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Signature of Witness

Erin McDaniel

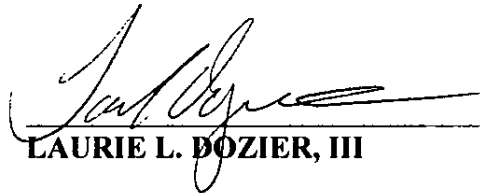
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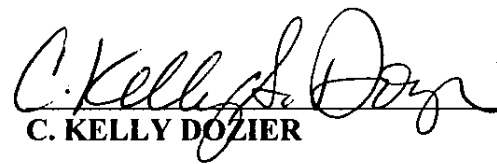
Signature of Witness

SHAWN ROBERTS

Printed Name of Witness



LAURIE L. DOZIER, III



C. KELLY DOZIER

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**- 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:

Quen Goodwyn  
Name

2639 N. MONROE ST B-103  
Florida street address (P.O. Box **NOT** acceptable)

TALLAHASSEE FL 32303  
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..*

Quen Goodwyn  
Registered Agent's Signature (REQUIRED)

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