

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**L12000118981**

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

(((H16000124151 3)))



H160001241513ABCV

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:

Division of Corporations  
Fax Number : (850) 617-6383

From:

Account Name : GUNSTER, YOAKLEY & STEWART, P.A.  
Account Number : 076117000420  
Phone : (561) 650-0728  
Fax Number : (561) 671-2527

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

16 MAY 19 AM 9:28

FILED

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: \_\_\_\_\_

**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN  
FERRIS FARM LAND, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	\$25.00

2016 MAY 19 PM 12:49

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

MAY 20 2016  
J. HARRIS

H16000124151 3

**AMENDED AND RESTATED ARTICLES OF ORGANIZATION  
OF  
FERRIS FARM LAND, LLC**

*(A Florida Limited Liability Company)*

*Pursuant to the provisions of section 605.0202, Florida Statutes, Ferris Farm Land, LLC adopts the following amendment and restatement of its Articles of Organization, which were originally filed under the name "Ferris Farm Land, LLC" on September 17, 2012 and assigned Document Number L12000118981.*

**ARTICLE 1**

**NAME**

The name of the Limited Liability Company is **FERRIS FARM LAND, LLC** (the "Company").

**ARTICLE 2**

**DURATION**

The existence of the Company commenced upon the filing of the Articles of Organization with the Secretary of State of the State of Florida on September 17, 2012. The duration of the Company shall be perpetual.

**ARTICLE 3**

**NATURE OF BUSINESS**

The Company is organized for the purpose of transacting any and all lawful business permitted under the Act.

**ARTICLE 4**

**ADDRESS**

The principal office address and mailing address of the Company is 999 Brickell Avenue, Suite 300, Miami, Florida 33131.

**ARTICLE 5**

**REGISTERED AGENT AND REGISTERED OFFICE**

The street address of the registered office of the Company is 999 Brickell Avenue, Suite 300, Miami, Florida 33131 and the name of the registered agent of the Company at that address is AFC Corporate Services, LLC.

FILED  
16 MAY 19 AM 9:28  
H16000124151-3  
SECRETARY OF STATE  
FLORIDA

H16000124151 3

**ARTICLE 6****MEMBERSHIP CERTIFICATES**

Each Member's interest in the Company may be evidenced by a membership participation or unit certificate. Membership interests of the Company may be divided into one or more classes of membership interests with such rights, priorities and privileges as set forth in the Company's Operating Agreement. No Member of the Company may transfer, sell or assign its membership interest in the Company to any other person except as provided for in the Company's Operating Agreement.

**ARTICLE 7****INDEMNIFICATION**

The Company shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Florida any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was manager, member, or officer of the Company, or is or was serving at the request of the Company as a manager, member, director, officer, trustee, employee or agent of or in any other capacity with another company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding.

Expenses (including attorney's fees) incurred by any member, manager, or officer in defending any civil, criminal, administrative or investigative proceeding shall be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking (secured or unsecured as may be determined by the Company) by or on behalf of such member, manager or officer to repay such amount if it shall ultimately be determined that such member, manager or officer is not entitled to be indemnified by the Company as authorized in this Article. Such expenses (including attorneys' fees) incurred by other employees and agents shall also be so paid upon such terms and conditions, if any, as the Company deems appropriate.

Notwithstanding the foregoing, indemnification or advancement of expenses shall not be made to or on behalf of any member, manager, officer, employee, or agent if a judgment or other final adjudication establishes that the actions, or omissions to act, of such member, manager, officer, employee, or agent were material to the cause of action so adjudicated and constitute any of the following:

- (a) A violation of criminal law, unless the member, manager, officer, employee, or agent had no reasonable cause to believe such conduct was unlawful.
- (b) A transaction from which the member, manager, officer, employee, or agent derived an improper personal benefit.
- (c) A distribution in violation of Section 605.0406 of the Act.
- (d) Willful misconduct or a conscious disregard for the best interests of the company in a proceeding by or in the right of the Company to procure a judgment in its favor or in a proceeding by or in the right of a Member.

FILED  
16 MAY 19 AM 9:28  
H16000124151 3  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

H16000124151 3

(e) Recklessness, or an act or omission committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property in a proceeding by or in the right of someone other than the Company or a Member.

The indemnification provided by this Article shall continue as to an indemnified person who has ceased to be a member, manager, officer, employee, or agent and shall inure to the benefit of the estate, heirs, personal representatives, beneficiaries, executors and administrators of such person. All rights to indemnification and advances under this Article shall be deemed to be a contract between the Company and each indemnified person at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Act or any other applicable laws shall not in any way diminish the rights to indemnification of such indemnified person or the obligations of the Company arising hereunder for claims relating to matters occurring prior to the repeal or modification.

#### ARTICLE 8

##### MANAGEMENT

The Company shall be manager-managed in accordance with the Company's Operating Agreement. As of the date of these Amended and Restated Articles of Organization, the Managers of the Company, and their addresses, are:

Jefferson Norman Powell, Jr.  
999 Brickell Avenue, Suite 300  
Miami, Florida 33131

James P. Fenton  
999 Brickell Avenue, Suite 300  
Miami, Florida 33131

#### ARTICLE 9

##### AMENDMENT

The company reserves the right to amend or repeal any provision contained in these Articles of Organization, and any right conferred upon the members is subject to this reservation.

IN WITNESS WHEREOF the undersigned has executed these Amended and Restated Articles of Organization as of the 12<sup>th</sup> day of May, 2016.

/s/ Jefferson Norman Powell, Jr.  
Jefferson Norman Powell, Jr., Manager

*(In accordance with Section 605.0205(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)*

FILED  
16 MAY 19 AM 9:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

H16000124151 3

**ACCEPTANCE BY REGISTERED AGENT**

Having been named as registered agent and to accept the service of process for the above-stated limited liability company at the place designated in these Amended and Restated Articles, AFC Corporate Services, LLC hereby accepts the appointment as registered agent and agrees to act in this capacity. AFC Corporate Services, LLC further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as registered agent as provided for in Chapter 605, F.S.

AFC Corporate Services, LLC

By: /s/ Mark J. Scheer  
Mark J. Scheer, Manager

Dated: May 12, 2016

FILED  
16 MAY 19 AM 9:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA