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N. Culligan JUN - 6 2013



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 676306 4339845

AUTHORIZATION :

Susie Knight

COST LIMIT : \$ 125.00

ORDER DATE : June 5, 2013

ORDER TIME : 2:57 PM

ORDER NO. : 676306-005

CUSTOMER NO: 4339845

DOMESTIC FILING

NAME: PILAR AT FLEMING, LLC

EFFECTIVE DATE:

____ ARTICLES OF INCORPORATION
____ CERTIFICATE OF LIMITED PARTNERSHIP
XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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XX PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight - EXT. 52956

EXAMINER'S INITIALS: _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF ORGANIZATION

OF

PILAR AT FLEMING, LLC

The undersigned, acting as a Member of a limited liability company under the Florida Limited Liability Company Act, as amended, Chapter 608, Florida Statutes (the "Act"), hereby adopts these Articles of Organization for Pilar at Fleming, LLC (the "Company") to be effective as of the date filed and approved by the Florida Secretary of State.

ARTICLE I

NAME

The name of the Company is Pilar at Fleming, LLC.

ARTICLE II

PRINCIPAL OFFICE

The mailing address and the street address of the principal office of the Company is 90 W. Morgan St., Austin, Indiana 47102.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Company is 1201 Hays Street, Tallahassee, Florida, 32301. The name of the initial registered agent of the Company at the registered office is Corporation Service Company.

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 document, on behalf of Corporation Service Company, I hereby accept the appointment as registered agent and agree to act in this capacity. On behalf of Corporation Service Company, 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, Florida Statutes.

CORPORATION SERVICE COMPANY

By: 

Printed: _____

JOHN H. PELLETIER

ASST. VICE PRESIDENT

Title: _____

ARTICLE IV

MANAGERS

The Company is to be managed by one or more Managers in accordance with the Company's Operating Agreement (the "Agreement") and the Act. The initial Managers of the Company are:

1. MGR John S. Morgan, 90 W. Morgan St., Austin, Indiana 47102
2. MGR Kelly M. Maciejak, 90 W. Morgan St., Austin, Indiana 47102

ARTICLE V

PURPOSE

The purposes of the Company are to conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

ARTICLE VI

DURATION

Unless sooner dissolved in accordance with the Agreement or the Act, the duration of the Company shall be perpetual.

ARTICLE VII

TRANSFER

No Member of the Company may transfer the Member's interest in the Company except in accordance with the provisions of the Agreement and the Act.

ARTICLE VIII

INDEMNIFICATION

(a) To the greatest extent not inconsistent with the laws and public policies of Florida, the Company shall indemnify any Member or Manager (any such Member or Manager and any responsible officers, partners, shareholders, members, directors, or managers of such Member or Manager which is an entity, hereinafter being referred to as the indemnified "person") made a party to any proceeding because such person is or was a Member or Manager (or a responsible officer, partner, shareholder, member, director, or manager thereof), as a matter of right, against all liability incurred by such person in connection with any proceeding.

(b) Indemnification shall also be provided for a person's conduct with respect to an employee benefit plan if the person reasonably believed his, her or its conduct to be in the interests of the participants in and beneficiaries of the plan.

(c) Nothing contained herein shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any such person or any person who is or was serving at the Company's request as a director, officer, partner, member, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained herein shall limit the ability of the Company to otherwise indemnify or advance expenses to any person. It is the intent of the provisions set forth herein to provide indemnification to such a person to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions set forth herein. If indemnification is permitted under the provisions set forth herein indemnification shall be provided in accordance with the provisions set forth herein irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation, negligence, breach of duty, waste, breach of contract (except to the extent the claim relates to the Agreement or a contract between the Company and the person seeking indemnification), breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(d) For purposes of the provisions set forth herein:

(1) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under the provisions set forth herein, applicable law or otherwise.

(2) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(3) The term "party" includes a person who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(4) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(e) The Company may purchase and maintain insurance for its benefit, the benefit of any person who is entitled to indemnification under the provisions set forth herein or both, against any liability asserted against or incurred by such person in any capacity or arising out of

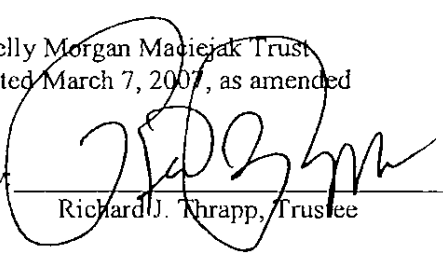
such person's service with the Company, whether or not the Company would have the power to indemnify such person against such liability.

IN WITNESS WHEREOF, these Articles of Organization have been executed by the undersigned, as a Member of the Company, this 5th day of June, 2013.

MEMBER:

Kelly Morgan Maciejak Trust
dated March 7, 2007, as amended

By


Richard J. Thrapp, Trustee

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