

✓
L1300008646

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

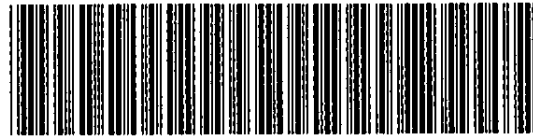
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800248172418

06/14/13--01001--022 **155.00

RECEIVED
DEPARTMENT OF STATE
13 JUN 13 PM 3:44
2013 JUN 13 AM 10:26
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

B. BOSTICK

JUN 14 2013

EXAMINER



CT Corporation

515 East Park Avenue
Tallahassee, FL 32301

850 222 1092 tel
850 222 7615 fax
www.ctcorporation.com

June 13, 2013

Secretary of State, Florida
2661 Executive Circle Center
Tallahassee FL 32301

Re: Order #: 8801229 SO
Customer Reference 1: 00872386
Customer Reference 2: None

Dear Secretary of State, Florida:

Please obtain the following:

WNC 1114, LLC (FL)
Formation
Florida

The Wheelbarrow and the Car, Inc. (FL)
Conversion
Florida

WNC 1114, LLC (FL)
Certificate of Status-Domestic
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Connie Bryan
Assistant Secretary

FILED
2013 JUN 13 AM 10:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: WNC 1114, LLC

(Name of Resulting Florida Limited Company)

The enclosed Certificate of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 608.439, F.S.

Please return all correspondence concerning this matter to:

John C. Bovay

(Contact Person)

Dean, Mead & Bovay, P.A.

(Firm/Company)

901 N.W. 57th Street

(Address)

Gainesville, FL 32605

(City, State and Zip Code)

reldfogler@gmail.com

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

For further information concerning this matter, please call:

John C. Bovay

(Name of Contact Person)

at (352)

331-9092

(Area Code and Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$150.00 Filing Fees
(\$25 for Conversion
& \$125 for Articles
of Organization)

☒ \$155.00 Filing Fees
and Certificate of
Status

☐ \$180.00 Filing Fees
and Certified Copy

☐ \$185.00 Filing Fees,
Certified Copy, and
Certificate of Status

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 JUN 13 AM 10:26

FILED

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

This Certificate of Conversion and attached Articles of Organization are submitted to convert the following "Other Business Entity" into a Florida Limited Liability Company in accordance with s.608.439, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

The Wheelbarrow and the Car, Inc.

(Enter Name of Other Business Entity)

PD1000084937

2. The "Other Business Entity" is a Corporation

(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Florida

(Enter state, or if a non-U.S. entity, the name of the country)

on 08/27/2001

(Enter date "Other Business Entity" was first organized, formed or incorporated)

3. If the jurisdiction of the "Other Business Entity" was changed, the state or country under the laws of which it is now organized, formed or incorporated:

4. The name of the Florida Limited Liability Company as set forth in the attached Articles of Organization:

WNC 1114, LLC

(Enter Name of Florida Limited Liability Company)

5. If not effective on the date of filing, enter the effective date: _____

(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; AND 2) must be the same as the effective date listed in the attached Articles of Organization, if an effective date is listed therein.)

6. The conversion is permitted by the applicable law(s) governing the other business entity and the conversion complies with such law(s) and the requirements of s.608.439, F.S., in effecting the conversion.

7. The "Other Business Entity" currently exists on the official records of the jurisdiction under which it is currently organized, formed or incorporated.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 JUN 13 AM 10:26

FILED

Signed this 13th day of June 20 13

Signature of Member or Authorized Representative of Limited Liability Company:

Individual signing affirms that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.

Signature of Member or Authorized Representative: 

Printed Name: Reid R. Fogler Title: Managing Member

Signature(s) on behalf of Other Business Entity: Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S. [See below for required signature(s).]

Signature: 
Printed Name: Reid R. Fogler Title: President

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

Signature: _____
Printed Name: _____ Title: _____

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

All others:

Signature of an authorized person.

Fees:

Certificate of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 JUN 13 AM 10:26

FILED

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

WNC 1114, LLC

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

ARTICLE II - Address:

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

Principal Office Address:

10 S.W. 23rd Drive

Gainesville, FL 32604

Mailing Address:

P.O. Box 12322

Gainesville, FL 32604

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:

Reld R. Fogler

Name

10 S.W. 23rd Drive

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

Gainesville

FL 32604

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)

FILED
2013 JUN 13 AM 10:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV – Manger(s) or Managing Member(s):

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

MGRM

Reid R. Fogler
10 S.W. 23rd Drive
Gainesville, FL 32604

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

(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; AND 2) must be the same as the effective date listed in the attached Certificate of Conversion, if an effective date listed therein.)

ARTICLE VI:

1. Purpose

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Limited Liability Company, is to engage solely in the following activities:

- (1) To acquire that certain parcel of real property, together with all improvements located thereon, located at 1107-119 Southwest 5th Avenue, 1101 and 1103 Southwest 5th Avenue, 1114 Southwest 6th Avenue 1122-1 and 1122-2 Southwest 6th Avenue, 1128-1, 1128-2 and 1128-3 Southwest 6th Avenue, 517-1, 517-2 and 517-C Southwest 12th Street, Gainesville, Florida and commonly known as Woodbury Row Apartments (the "Property").
- (2) To own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with the Property.
- (3) To exercise all powers enumerated in the Florida Limited Liability Company Act incidental, necessary or appropriate to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

2. Certain Prohibited Activities

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The Limited Liability Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as any mortgage lien exists on the Property, the Limited Liability Company shall not incur, assume, or guaranty any other indebtedness, except for trade payables in the ordinary course of its business of owning and operating the Property. The Limited Liability Company shall not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale or transfer of membership interest. For so long as a mortgage lien exists on the Property, the Limited Liability Company will not without the unanimous consent of all of the members of the Limited Liability Company: (i) file or consent to the filing of any bankruptcy, insolvency or reorganization case or proceeding; (ii) institute any proceedings under any applicable insolvency law or otherwise seek any relief under any laws relating to the relief from debts or the protection of debtors generally, (iii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for itself or any other entity, (iv) make an assignment of its assets for the benefit of its creditors or an assignment of the assets of another entity for

2013 JUN 13 AM 10:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

the benefit of such entity's creditors, or (v) take any action in furtherance of the foregoing. For so long as a mortgage lien exists on the Property, no material amendment to these articles of organization may be made without first obtaining approval of the mortgagees holding a first mortgage lien on the Property.

3. Indemnification

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Property and shall not constitute a claim against the Limited Liability Company in the event that cash flow is insufficient to pay such obligations.

4. Separateness Covenants

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these Articles of Organization the Limited Liability Company shall conduct its affairs in accordance with the following provisions:

1. It shall not engage in any business or activity other than the ownership, operation and maintenance of the Property, and activities incidental thereto;
2. It shall not acquire or own any material assets other than (i) the Property, and (ii) such incidental Personal Property as may be necessary for the operation of the Property;
3. It shall not merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
4. It shall not fail to 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 or formation, and qualification to do business in the state where the Property is located, if applicable;
5. It shall not own, form or acquire any subsidiary or make any investment in, any Person;
6. It shall not commingle its assets with the assets of any of its members, general partners, affiliates, principals or of any other Person nor fail to hold all of its assets in its own name;
7. It shall not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Morgan Stanley Mortgage Capital Holdings LLC, a New York limited liability company, its successors and/or assigns (the "Debt"), except for trade payables in the ordinary course of its business of owning and operating the Property, provided that such debt is not evidenced by a note and is paid when due;
8. It shall not become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due;

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 JUN 13 AM 10:26

FILED

9. It shall not fail to maintain its records, books of account and bank accounts separate and apart from those of the members, partners, principals and affiliates of the Limited Liability Company, the affiliates of a member, partner or principal of Limited Liability Company, and any other Person or fail to maintain such books and records in the ordinary course of its business;
10. It shall not enter into any contract or agreement with any member, general partner, principal or affiliate of Limited Liability Company, Guarantor or Indemnitor, or any member, general partner, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or affiliate of Limited Liability Company, Guarantor or Indemnitor, or any member, general partner, principal or affiliate thereof;
11. It shall not seek the dissolution or winding up in whole, or in part, of Limited Liability Company;
12. It shall not fail to correct any known misunderstandings regarding the separate identity of Limited Liability Company from any member, general partner, principal or affiliate thereof or any other person;
13. It shall not guaranty or become obligated for the debts of any other Person or hold out its credit as being able to satisfy the debts of another Person;
14. It shall not make any loans or advances to any third party, including any member, general partner, principal or affiliate of Limited Liability Company, or any member, general partner, principal or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other Person (other than cash or investment grade securities);
15. It shall not fail to file its own tax returns nor file a consolidated federal income tax return with any other entity, unless required by law;
16. It shall not fail to hold itself out to the public as a legal entity separate and distinct from any other entity or person, fail to conduct its business solely in its own name, mislead others as to the identity with which such other party is transacting business, or suggest that Limited Liability Company is responsible for the debts of any third party (including any member, general partner, principal or affiliate of Limited Liability Company, or any member, general partner, principal or affiliate thereof);
17. It shall not fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
18. It shall not fail to share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of Limited Liability Company, (ii) any affiliate of a general partner, principal or member of Limited Liability Company, or (iii) any other Person;
19. It shall not fail to maintain separate financial statements and accounting records, showing its assets and liabilities separate and apart from those of any other Person;
20. It shall not have its assets listed on the financial statement of any other entity;
21. It shall not fail to observe all applicable organizational formalities;

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2013 JUN 13 AM 10:26

FILED

22. It shall not fail to pay the salaries of its own employees (if any) from its own funds;
23. It shall not fail to maintain a sufficient number of employees in light of its contemplated business operations;
24. It shall not fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
25. It shall not fail to use separate stationery, invoices, and checks bearing its own name;
26. It shall not pledge its assets for the benefit of any other Person, other than in connection with the loan secured hereby;
27. It shall not acquire the obligations or securities of any member, general partner, principal or affiliate of Limited Liability Company, Guarantor or Indemnitor, or any member, general partner, principal or affiliate thereof;
28. It shall not fail to maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other entity;
29. It shall not have any obligation to indemnify its partners, officers, directors or members, as the case may be, or have such an obligation only if it is fully subordinated to the Debt and will not constitute a claim against it in the event that cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation;
30. It shall not fail, to the fullest extent permitted by law, to consider the interests of its creditors in connection with all actions if such entity is a corporation;
31. It shall not have any of its obligations guaranteed by any member, general partner, principal or affiliate except Guarantor or Indemnitor;

For purpose of this Article VI, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Limited Liability Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any partner or employee of the Limited Liability Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this limited liability company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

"Guarantor" means any Person who is a Guarantor under that certain Guaranty of Recourse Obligations of Borrower executed in connection with the Debt.

2013 JUN 13 AM 10:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

"Indemnitor" means any Person who is an Indemnitor under that certain Environmental Indemnity Agreement executed in connection with the Debt.

5. Dissolution

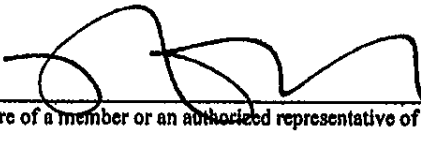
Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The vote of a majority-in-interest of the remaining members is sufficient to continue the life of the Limited Liability Company. If such vote is not obtained, for so long as a mortgage lien exists on the Property the Limited Liability Company shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

6. Voting

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: When acting on matters subject to the vote of the members, notwithstanding that the Limited Liability Company is not then insolvent, all of the members shall take into account the interest of the Limited Liability Company's creditors, as well as those of the members.

To the fullest extent permitted by law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Managers shall consider only the interests of the Company, including its creditors, in acting or otherwise voting on the matters Except for duties to the Company as set forth in the immediately preceding sentence (including duties to the Member and the Company's creditors solely to the extent of their respective economic interests in the Company but excluding (i) all other interests of the Member, (ii) the interests of other Affiliates of the Company, and (iii) the interests of any group of Affiliates of which the Company is a part), the Independent Managers shall not have any fiduciary duties to the Member or any other Person bound by this Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing.

REQUIRED SIGNATURE:



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

(In accordance with section 608.403(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.817.55, F.S.)

Reid Fogler Managing Member

Typed or printed name of signee

FILED
2013 JUN 13 AM 9:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA