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## FUQUA & MILTON, P.A.

ATTORNEYS AT LAW

**H. MATTHEW FUQUA, ESQ.**  
mfuqua@bffloridalaw.com

**A. CLAY MILTON, ESQ.**  
cmilton@bffloridalaw.com

4450 Lafayette Street  
P.O. Box 1508  
Marianna, FL 32447  
Telephone: 850-526-2263  
Facsimile: 850-526-5947

**Frank E. Bondurant (Of Counsel)**  
fbondurant@bffloridalaw.com

June 8, 2015

Corporate Records Bureau  
Division of Corporations  
Department of State  
Post Office Box 6327  
Tallahassee, Florida 32301

Re: Great Oak Pet Resort, L.L.C..  
Articles of Organization


Dear Sir:

Enclosed please find the original and one copy of the Articles of Organization for Great Oak Pet Resort, L.L.C., for filing. You will also find enclosed our check in the amount of \$160.00 to cover the following costs:

Filing Fees	\$ 100.00
Designation of Resident Agent	\$ 25.00
Certified Copy of Articles	\$ 30.00
Certificate of Status	\$ <u>5.00</u>
TOTAL	\$ 160.00

Your prompt attention in this regard is greatly appreciated.

Sincerely,



H. Matthew Fuqua  
For the Firm

HMF/bb



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 12, 2015

FUQUA & MILTON, P.A.  
ATTN: H. MATTHEW FUQUA  
P.O. BOX 1508  
MARIANNA, FL 32447

SUBJECT: GREAT OAK PET RESORT, L.L.C.  
Ref. Number: W15000041189

We have received your document for GREAT OAK PET RESORT, L.L.C. and your check(s) totaling \$160.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must insert the letters "MGRM" beside the name and address of each managing member and/or the letters "MGR" beside the name and address of each manager listed in the document.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Maryanne Dickey  
Regulatory Specialist II  
New Filing Section

Letter Number: 015A00012424

**ARTICLES OF ORGANIZATION**  
**FOR**  
**GREAT OAK PET RESORT, LLC**

15 JUN 22 AM 8:26  
NOTAR PUBLIC  
MARIANNA, FLORIDA

**ARTICLE I – NAME:**

The name of the Limited Liability Company shall be GREAT OAK PET RESORT, L.L.C.

**ARTICLE II - PRINCIPAL PLACE OF BUSINESS:**

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

Principal Office Address

4438 Flynt Drive  
Marianna, Florida 32446-6835

Mailing Address

4438 Flynt Drive  
Marianna, Florida 32446-6835

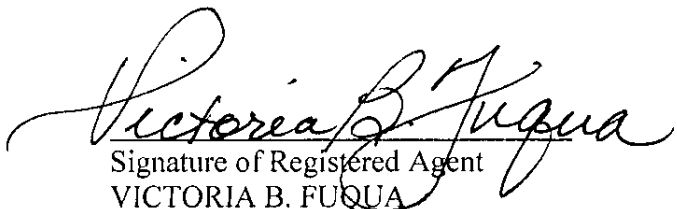
**ARTICLE III – REGISTERED AGENT, REGISTERED OFFICE and RESIGTERED AGENT'S SIGNATURE:**

(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:

Fuqua & Milton, P.A.  
Post Office Box 1508  
1508 Lafayette Street  
Marianna, Florida 32447

*Having been named as registered agent 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 property 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 605, Florida Statutes.*

  
Signature of Registered Agent  
VICTORIA B. FUQUA

**ARTICLE IV –**

The name and address of each person authorized to manage and control the Limited Liability Company are:

**Title**

“AMBR” – Authorized Member

“MGR” – Manager

**Name and Address**

Victoria B. Fuqua

4438 Flynt Drive

Marianna, Florida 32446-6835

15 JUN 22 AM 8:26  
FILING OFFICE  
TALLAHASSEE, FLORIDA

**ARTICLE V – EFFECTIVE DATE:**

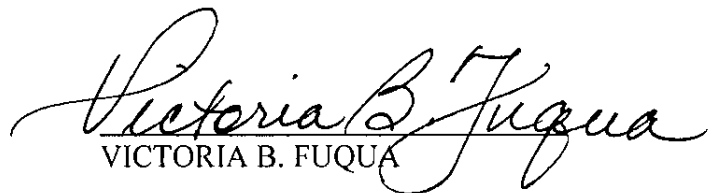
Effective date, if other than the date of filing: \_\_\_\_\_. (OPTIONAL)

(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.)

**ARTICLE VI – OTHER PROVISIONS, IF ANY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED by the undersigned at Marianna, Florida, this 19th the day of March, 2015.

  
VICTORIA B. FUQUA

*In accordance with Section 605.0203(1)(b), 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.*

**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)

**OPERATING AGREEMENT OF**  
**GREAT OAK PET RESORT, LLC.,**  
**a Florida Limited Liability Company**

**ARTICLE I. MEMBERS' INTEREST IN COMPANY**

Section 1. *Certificates of membership interest.* The company shall have the power to issue certificates of membership interest in registered form representing ownership of an interest in the company ("certificates"). The denominations of the certificates shall correspond to the amount of capital contributed by the member to the company. The certificate shall be transferable or interchangeable on presentation at the office of the company, properly endorsed or accompanied by an instrument of transfer and executed by the member or his or her authorized attorney, together with payment of any tax or governmental charge imposed upon the transfer of certificates. The company shall replace any mutilated, lost, stolen or destroyed certificate on proper identification, indemnity satisfactory to the company and payment of any charges incurred in the replacement. On a return of all or any portion of the capital of the company contributed by a member holding a certificate, the member shall surrender the certificate or certificates for appropriate adjustment prior to receipt of his or her capital contribution.

Section 2. *Transfer of member's interest.* An interest of a member in the company may be transferred or assigned by (a) transfer of a certificate, if certificates have been issued by the company, or (b) by any manner sufficient to transfer personal property under applicable law. However, if all of the other members of the company other than the member proposing to dispose of his or her interest do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the interest of the member shall have no right to participate in the management of the business and affairs of the company or to become a member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that member otherwise would be entitled. Notwithstanding the foregoing, prior to any transfer of a member's interest, voluntarily or involuntarily, the transferring member shall give the company, and subsequently the remaining members, on a pro rata basis, the right of first refusal to purchase the transferring member's interest for the lesser of the purchase price that the transferring members intend to transfer and the fair market value of said interest.

**ARTICLE II. MEMBER MEETINGS**

Section 1. *Annual meetings.* Unless otherwise decided by resolution of the members, annual meetings of the members shall be held on the first Friday of January of each fiscal year of the company if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, then on the next business day following, beginning at the hour of 5:00 P.M., or at any other time and place as the members may decide by resolution and designate in the notice of the meeting. If the annual meeting or the election of a manager or managers is not held on the day designated in this Section, the members shall conduct the election at a meeting of the members as soon as is convenient. The annual meeting shall be for the purpose of electing a manager or managers and for transacting any other business which may properly come before the meeting.

Section 2. *Special meetings.* Special meetings of the members, for any purpose or purposes, unless prescribed by statute or by the Articles of Organization of the company, shall be held when called for by a manager or when requested in writing by the holders of not less than ten (10) percent of the then existing contributed capital of the company.

Section 3. *Place.* All meetings of the members shall be held within or without the State of Florida as shall be designated in the notice of meeting given pursuant to this Article or in a duly executed waiver of notice of the meeting.

Section 4. *Notice.* Whenever members are required or authorized to take any action at a meeting, a written notice of the meeting, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered no fewer than 10 nor more than 60 days prior to the date set for the meeting, either by hand delivery or by first class mail, to each member entitled to vote at the meeting. If mailed, notice shall be deemed delivered three days after deposit in the United States mail addressed to the member at his or her address as it appears on the books of the company, with first class postage prepaid. Written waiver by a member of notice of a members meeting, signed by him or her, whether before or after the time stated on the notice, shall be equivalent to the giving of the notice.

Section 5. *Consents.* Personal presence of a member shall not be required, provided a written consent to or rejection of the proposed action is submitted to the chairman of the meeting. Attendance by a member and voting in person at any meeting shall revoke any written consents or rejections of the member submitted with respect to action proposed to be taken at the meeting. Submission of a later dated written consent or rejection with respect to any action shall revoke an earlier one as to the action. Every consent or rejection must be signed by the member or his or her attorney-in-fact. All questions regarding the validity of consents or rejections shall be determined by the manager or managers presiding over the meeting.

Section 6. *Action by written consent.* Any matter on which the members are authorized to take action under law, the Article of Organization, or these Regulations may be taken by the members without a meeting assembled if written consents to the action by the members are signed by the members entitled to vote on the action at a meeting and who hold a majority in interest of the members (as defined in Section 8 of this Article) or any greater ownership interest in the company as may be required by law, by the Articles of Organization or by these Regulations.

Section 7. *Adjourned meeting.* On an adjournment of a meeting, it shall not be necessary to give any notice of the adjourned meeting, provided that the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business which might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If, however, after the adjournment, the manager or managers fix a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in Section 4 of this Article to each member of record on the new record date entitled to vote at such meeting.

Section 8. *Member quorum and voting.* The holders of a majority of the then-outstanding contributed and not returned capital of the company ("majority in interest of the members") entitled to vote, represented in person or by written consent, shall constitute a quorum at a meeting of members, except as otherwise prescribed by law or by the Articles of Organization of the company. All members present in person or represented by written consent at the meeting may

continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, except as prescribed by law or the Articles of Organization. If a quorum is present, the affirmative vote of a majority in interest of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless otherwise provided by law, these Regulations or the Articles of Organization of the company. All questions regarding the qualification of voters and the acceptance or rejection of votes shall be decided by the manager or managers presiding over the meeting.

Section 9. *Closing of transfer books or fixing of record date.* For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment or postponement of any meeting of members, or in order to make a determination of members for any other proper purpose, the manager or managers of the company may provide that the transfer books shall be closed for a stated period, but not to exceed, in any case, 10 days. If the transfer books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, the books shall be closed for at least two days immediately preceding the meeting. In lieu of closing the transfer books, the manager or managers may fix in advance a date as the record date for any such determination of members and, in case of a meeting of members, such date shall be set not less than 10 days prior to the date on which the particular action requiring the determination of members is to be taken. If the transfer books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, or members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed shall be the record date for the determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, the determination shall apply to any adjournment or postponement of the meeting.

### ARTICLE III. MANAGEMENT

Section 1. *Manager election, term, and responsibilities.* The company may be managed by one or more managers. The members shall elect the manager or managers annually at the annual meeting of the members, and each manager shall serve at the pleasure of the members. The members shall replace any manager or managers whom they remove with an interim manager or managers who shall serve until the next annual meeting of members and until a replacement is qualified and elected. The respective offices and responsibilities of the managers shall be determined by resolution of the members, which may be amended from time to time solely by the members. A manager need not be a member of the company. **In lieu of management by a manager or managers, the company may be managed solely by the members as shall be set forth in the Articles of Organization. In the event the members elect to be managed by the members, reference to a manager in these Resolutions shall mean the managing member(s).**

Section 2. *Powers.* The powers of the manager or managers may be enlarged or restricted, as set forth in the resolution of the members; provided, however, that the manager or managers shall not have the right or power to do any of the following acts without a vote by the members approving the acts:

(a) Sell, assign, pledge, mortgage, or otherwise encumber any of the property, real, personal or mixed, of the company;

(b) Borrow money in the name of the company or utilize collateral owned by the



company as security for loans;

(c) Assign, transfer, pledge, compromise, or release any of the claims of or debts due the company except on payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies between the company and third parties;

(d) Make, execute or deliver any assignment for the benefit of creditors, or any bond, confession or judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all of the property of the company; or

(e) Lease or mortgage any real estate of the company or any interest in the real estate of the company or enter into any contract for any such purpose.

Section 3. *Transfer of company property.* Real or personal property owned or purchased by the company shall be held and owned, and conveyance shall be made, in the name of the company. When authorized in accordance with Section 2 of this Article, instruments and documents providing for the acquisition, mortgage, or disposition of property of the company shall be valid and bind the company if they are executed by one or more managers of the company.

Section 4. *Compensation.* The members shall have the authority to approve reasonable compensation of the manager or managers and to approve reasonable compensation for any member for the services actually rendered to this company. The members may, by resolution, reimburse all members and managers for actual expenses incurred in attending meetings of members.

Section 5. *Indemnification.* The company shall indemnify to the fullest extent permitted by law any person who was or is a party or has 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 or she is a manager of the company, or is or was serving at the request of the company as a director, officer, employee, or agent of any other company, partnership, joint venture, trust, or other enterprise.

#### **ARTICLE IV. FISCAL MATTERS**

Section 1. *Capital account.* Each member shall have a capital account in the amount of \$1,000.00 which shall be increased by:

(a) The amount of money and the fair market value of property (net of liabilities that the company assumes or take the property subject to) contributed by him or her to the company; and

(b) The amount of any company income and gain allocated to him or her; and shall be decreased by:

(c) The amount of money and the fair market value of property (net of liabilities that the member assumes or takes the property subject to) distributed to him by the company; and

(d) Allocations to him or her of company expenditures that are not deductible in computing the company's taxable income and are not capital expenditures; and

(e) Allocations to him or her of company loss and deduction.

A member shall not be entitled to any part of his or her capital account or to receive any distribution from the company, except as may be authorized by the members or until the full and complete winding up and liquidation of the business and affairs of the company. No member shall be entitled or required to make any capital contributions to the company other than as provided in these Regulations or in the Articles of Organization of the company. No interest shall be paid on the initial or any subsequent capital contribution to the company.

Each member shall make an initial capital contribution in the amount of \$1,000.00.

Section 2. *Profits and Losses.* An individual income account shall be maintained for each member. The net profits or net losses of the company, after providing for the expenses of the company, shall be distributable or chargeable, as the case may be, to each of the members according to their pro rata interest in the company as determined with reference to their respective capital accounts. Profits and losses shall be credited or debited to the individual income accounts as soon as practicable after the close of each fiscal year or otherwise as may be agreed to by the members. If there is no balance in a member's income account, net losses shall be debited to the member's capital accounts. If the capital account of a member shall have been depleted by the debiting of losses, future profits allocable to that member shall not be credited to his or her income account until the depletion in his or her capital account shall have been made up, but shall be credited to his or her capital account. After the depletion in the member's capital account shall have been made up, the member's subsequent share of the profits of the company shall be credited to his or her income account.

Section 3. *Loans.* Any member may, but shall not be required to, make loans to the company in an amount, at a time and on terms as may be approved by resolution of the members. No loan in this manner shall be considered a contribution to capital. The company shall not loan or advance funds to any member, nor permit its assets to be encumbered to secure the obligations of a member, without the prior consent of each of the other members.

Section 4. *Distributions.* Available cash shall be distributable to the members in proportion to their respective then existing unreturned, contributed capital. Available cash is (i) that sum of cash resulting from business operations, including sales revenues, royalties, interest income, and any other income derived from sale or use of products developed by this company plus funds reserved in a previous fiscal year but released without expenditure, less (ii) all cash expenditures, including, but not limited to, real and personal property taxes, principal and interest payments on all loans made to the company, insurance, capital requirements, accounting and legal fees and supplies, and less any amount which the manager or managers may reasonably determine to be necessary as a reserve for operating expenses, capital improvements, security deposits or contingencies, but not including cost expenditures previously reserved against in a prior fiscal year. Distributions of available cash shall be made no less often than annually, as determined by the manager or managers.

## **ARTICLE V. FINANCIAL STATEMENTS AND BOOKS**

Section 1. *Books of account.* The members, manager or managers shall keep adequate books of account of the company which shall record and reflect all of the capital contributions of the members to the company and all of the expenses and transactions of the company. The books

of account shall be kept at the principal place of business of the company, and each member and his or her authorized representative shall have, at reasonable times during normal business hours, free access to and the right to inspect and, at his or her expense, copy the books of account and all records of the company, including a list of the names and addresses and interests owned of each of the members. All books and records of the company shall be kept on the basis of an annual accounting period ending on December 31, except for the final accounting period which shall end on the dissolution or termination of the company without reconstitution.

Section 2. *Bank accounts, funds, and assets.* The company's funds shall be deposited in a bank or banks as the members, manager or managers deem appropriate. These funds shall be withdrawn only by the authorized persons as designated by the members.

Section 3. *Tax returns and reports.* The members, manager or managers at the company's expense, shall cause income tax returns and reports for the company to be prepared and timely filed with the appropriate authorities. The members, manager or managers shall also, at the company's expense, cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with these entities under then current applicable laws, rules and regulations. Any member shall be provided with a copy of any such report on request without expense to him or her.

Section 4. *Reports and financial statements.* The manager or managers shall, at the company's expense, provide the following reports and financial statements to the members:

(a) Within 90 days after the end of each fiscal year, (i) a balance sheet as of the end of that fiscal year, together with related statements of income, members' equity, and changes in financial position, (unless otherwise authorized by the unanimous consent of the members, the balance sheet and statements to be prepared in accordance with generally accepted accounting principles and applicable law and shall be accompanied by an auditor's report containing an unqualified opinion of the independent certified public accountants preparing such report), and (ii) a report of the activity of the company for the fiscal year; and

(b) Within 60 days after the end of each fiscal quarter, a report of the period containing an unaudited balance sheet, statement of income and statement of changes in financial position and a report covering the activities of the company for the quarter; and

(c) As soon as practicable after the end of each fiscal year but not later than January 31, all information necessary for the preparation of a member's federal income tax return.

## **ARTICLE VI. DISSOLUTION AND LIQUIDATION**

The company shall be dissolved on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event which terminates the continued membership of a member in the company, unless the business of the company is continued by the written consent of all the remaining members, provided there is at

least one remaining member. On the company's dissolution, the members shall appoint a liquidating agent who, at the direction of the members, will proceed to make a full and general accounting of the assets and liabilities of the company, liquidate the assets of the company, discharge its liabilities, and otherwise wind up the affairs of the company. Profits and losses accruing during the course of the liquidation will continue to be allocated among the member as set forth in Section 2 of Article IV. A reasonable time shall be allowed for the orderly liquidation of the assets of the company and the discharge of liabilities to creditors so as to minimize the normal losses attendant on a liquidation; provided, however, that in no event shall the liquidation of the assets of the company, the payment of creditors, and the distribution of company assets to the members occur more than 90 days after the occurrence of the event causing the dissolution of the company. On completion of the liquidation of the company's assets and the restatement of the members' capital accounts pursuant to Section 1 of Article IV, any member with a deficit capital account shall be required to restore such deficit to the company in accordance with Internal Revenue Service, Department of Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3). Any assets of the company remaining after liquidation shall then be applied as follows:

(a) First, to pay and discharge all the company's debts and other liabilities not already satisfied;

(b) Second, to establish a reserve for contingent liabilities of the company, if any, in an amount agreed to by the members;

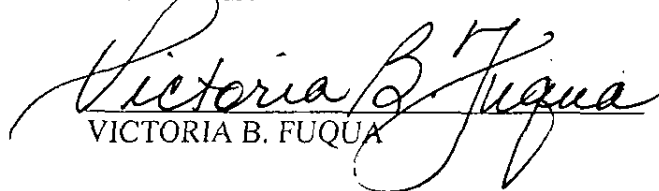
(c) Last, the balance to the members in proportion to their respective positive capital accounts in accordance with Internal Revenue Service, Department of Treasury Reg. Section 1.704-1(b)(2)(ii)(b)(2).

#### ARTICLE VII. AMENDMENT TO OPERATING AGREEMENT

This operating agreement may be altered, amended, added to or repealed only by an affirmative majority vote of the members at any special meeting of the members, if notice of the proposed alteration, amendment, addition, or repeal is contained in the notice of the meeting. This operating agreement is intended to regulate the affairs of the company, and no provisions, amended or otherwise, shall be inconsistent with law or the articles of organization.

This certifies that the preceding constitutes the Operating Agreement of Great Oak Pet Resort, LLC, as adopted on the 8<sup>th</sup> day of June, 2015, by the members of the company, all of whom sign below.

MEMBERS:

  
VICTORIA B. FUQUA