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TALLAHASSEE, FLORIDA

JAN 19 2016
S. YOUNG

**AMENDED & RESTATED
ARTICLES OF ORGANIZATION
OF
THE MARINA DRIVE, LLC**

**ARTICLE I
Name**

The name of the limited liability company ("Company") is The Marina Drive, LLC.

**ARTICLE II
Address**

The initial mailing address of the Company's principal office is 5704 Marina Drive, Holmes Beach, Florida 34217. The initial street address of the Company's principal office is 5704 Marina Drive, Holmes Beach, Florida 34217.

**ARTICLE III
Duration**

The period of duration for the Company is perpetual.

**ARTICLE IV
Registered Agent and Office**

The name of the Company's initial registered agent in Florida is Adron H. Walker. The address of the Company's registered office in Florida is: C/o Barnes Walker, Goethe, Hoonhout, Perron, & Shea, PLLC, 3119 Manatee Avenue West, Bradenton, FL 34205.

**ARTICLE V
Management**

A. The Company is to be managed by a Manager who will generally serve from annual meeting to annual meeting of the Member(s) (or until a replacement is qualified and elected) unless the Company's Operating Agreement dictates otherwise. The initial Manager, however, is identified as follows:

FLORIDA LANDBIZ, LLC, whose address is 5704 Marina Drive, Holmes Beach, Florida 34217.

B. The Manager shall have the authority to exercise all powers of the Company and to do all things necessary to carry out its business and affairs described in Florida Statutes Section 605.0109, as from time to time amended, including, but not limited to, the power to

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acquire, mortgage, encumber, sell, lease, convey, and transfer the Company's real and personal property, except:

1. Without having first obtained the prior written consent of a majority in interest of the Member(s), the Manager shall not cause or permit the Company to:

a. Sell, convey, develop, exchange, transfer, assign, mortgage, refinance, pledge, encumber, trade, grant security interests in, exchange, or otherwise dispose of, or lease for more than 15 years, or execute and deliver any deed, mortgage, or lease of, any Company real or personal property, or any part or interest thereof, or;

b. File a petition in bankruptcy, make a general assignment for the benefit of creditors or application for other such relief available under similar laws or regulations, or;

c. Hire, terminate, or modify the terms of employment of any Manager, or;

d. Cause this Company to enter into a joint venture or partnership with any other person or entity, or;

e. Invest in the debt or equity of any other entity, or;

f. Authorize this Company to be a party to any merger, consolidation, reclassification, reorganization, conversion or other similar transaction, or;

g. Expend more than \$10,000.00 on any one good or service, or;

h. Select or appoint officers or directors of the Company, or;

i. Have any power or authority to do any act prohibited by law to be done by a Manager unless authorized specifically herein, or;

j. Endorse or guarantee any note, or act as an accommodation party or otherwise become a surety for any person.

2. Without having first obtained the prior written consent of all of the Member(s), amend these Articles or the Operating Agreement of the Company to:

a. Reduce the "Membership Rights" (as defined in the Company's Operating Agreement) or any other rights, privileges, or benefits of the Member(s) or enlarge the duties and obligations of the Member(s), or;

b. Enlarge the Membership Rights (if applicable) or any other rights, privileges, or benefits of the Manager or reduce the duties and obligations of the Manager, or;

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- c. Modify the duration of this Company, or;
- d. Affect the rights or restrictions regarding the assignability of Membership Rights or Transferable Interest, or;
- e. Amend this Article V, or;
- f. Dissolve or terminate the existence of this Company, or;
- g. Do any act that is prohibited by, or fail to do any act that is required by, a resolution of the Members.

C. A "majority in interest," without more, shall mean a simple majority, as determined by their "Transferable Interest Percentages" (as defined in the Company's Operating Agreement) in the Company, of the Member(s) of the Company.

ARTICLE VI

Continuation of Business

A majority in interest of the remaining Member(s) of the Company have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

ARTICLE VII

Profits and Losses Allocation

Profits and losses will be allocated to the Member(s) in accordance with the Operating Agreement of the Company.

ARTICLE VIII

Amendments

Subject to the restrictions set forth in Article V above, these Articles may be amended by filing Articles of Amendment with the Florida Department of State signed by a Member and countersigned by a Manager other than the executing Member, provided, however, that if a single party is the sole Member and Manager, only that party shall be required to sign said Articles of Amendment.

ARTICLE IX

Commencement

Pursuant to the provisions of Chapter 605, Florida Statutes, this Company came into existence on August 13, 2015.

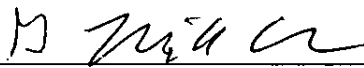
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ARTICLE X
Effective Date

These Amended & Restated Articles of Organization shall become effective upon filing with the Florida Secretary of State.

IN WITNESS WHEREOF, the undersigned Member(s) or an authorized representative of a Member has/have executed these Articles of Organization on this 31st day of December, 2015.

FLORIDA LANDBIZ, LLC, a Florida limited
liability company, Member

By: 
G. Michael Ross, Manager

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**CERTIFICATE OF DESIGNATED
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Florida Statutes Sections 605.0201 and 605.0113, the undersigned submits the following statement as the designated registered agent / registered office in the State of Florida for The Marina Drive, LLC:

1. My name as registered agent and the address of my office, which shall serve as the registered office for the above-referenced limited liability company, are: Adron H. Walker, Barnes Walker, Goethe, Hoonhout, Perron, & Shea, PLLC, 3119 Manatee Avenue West, Bradenton, FL 34205.

2. Having been named as registered agent to accept service of process for the above-named limited liability company at the office designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity and to maintain its registered office. 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.

Dated as of: December 31, 2015.



Adron H. Walker, Registered Agent

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