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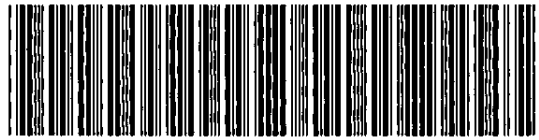
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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Crescent Eleven Management, LLC

- ___ Art of Inc. File _____
- ___ LTD Partnership File _____
- ___ Foreign Corp. File _____
- ___ L.C. File _____
- ___ Fictitious Name File _____
- ___ Trade/Service Mark _____
- ___ Merger File _____
- ___ Art. of Amend. File _____
- ___ RA Resignation _____
- ___ Dissolution / Withdrawal _____
- ___ Annual Report / Reinstatement _____
- ___ Cert. Copy _____
- ___ Photo Copy _____
- ___ Certificate of Good Standing _____
- ___ Certificate of Status _____
- ___ Certificate of Fictitious Name _____
- ___ Corp Record Search _____
- ___ Officer Search _____
- ___ Fictitious Search _____
- ___ Fictitious Owner Search _____
- ___ Vehicle Search _____
- ___ Driving Record _____
- ___ UCC 1 or 3 File _____
- ___ UCC 11 Search _____
- ___ UCC 11 Retrieval _____
- ___ Courier _____

Signature _____

Requested by: SETH

11/24/15

Name _____

Date _____

Time _____

Walk-In _____

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**Articles of Organization
of the
Crescent Eleven Management, LLC

A Florida Limited Liability Company**

Section 1.01 Introduction and Preliminary Statements

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Florida by delivering these Articles of Organization in duplicate to the Secretary of State of the State of Florida, in accordance with Florida Revised Limited Liability Company Act (the *Act*).

Section 1.02 Name

The name of the limited liability company, referred to as the *Company*, is:

Crescent Eleven Management, LLC,
A Florida Limited Liability Company

Section 1.03 Duration

The Company will perpetually exist from the filing date of these Articles of Organization with the Secretary of State of the State of Florida, unless dissolved according to law.

Section 1.04 Purpose

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

Section 1.05 Principal Place of Business

The Company's principal place of business is:

Physical Address:
205 E. Orange Street
Lakeland, Florida 33801

Mailing Address:
205 E. Orange Street
Lakeland, Florida 33801

Section 1.06 Registered Agent and Registered Office

The initial Registered Agent's name is Medina Law Group, P.A. and the original registered addresses are as follows:

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Physical Address:
402 S. Kentucky Ave., Ste. 660
Lakeland, FL 33801

Mailing Address:
402 S. Kentucky Ave., Ste. 660
Lakeland, FL 33801

Section 1.07 Registered Agent Consent

I, Daniel Medina, a natural person and resident of Florida and President of Medina Law Group, P.A., accept the appointment of Medina Law Group, P.A. as Registered Agent of Crescent Eleven Management, LLC, a Florida Limited Liability Company. I understand that the responsibilities the Medina Law Group, P.A. as agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Secretary of State immediately if the Medina Law Group, P.A. were to resign or if the registered office address changes from the addresses stated above.

Dated: October 21, 2015.

Medina Law Group, P.A.,
a Florida Professional Association,
Registered Agent

By: 
Daniel Medina, LL.M., B.C.S, its President

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Section 1.08 Organizer's Name and Address

James Martin Luffman, 205 E. Orange Street, Lakeland, Florida 33801

Section 1.09 Additional Contributions

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

Section 1.10 Additional Members

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interests in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

Section 1.11 Business Continuation

If a Company Member's membership in the Company is terminated by an event, the remaining Members and Manager of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members and Manager fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

Section 1.12 Operating Agreement and Authority

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Manager, and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members and Manager of the Company. This Operating Agreement may be amended from time to time according to its provisions.

Section 1.13 Management

The Company's Manager will manage the Company's business. The Manager will have exclusive authority to act for the Company in all matters. The authorities and duties of the Manager are set forth in the Operating Agreement name and address of the initial Manager is:

James Martin Luffman
205 E. Orange Street
Lakeland, Florida 33801

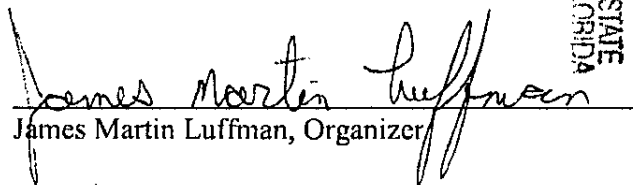
Section 1.14 Indemnification and Liability

As determined by the Manager of the Company, the Company may indemnify and advance expenses to a Member, Manager, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act and the Company's Operating Agreement.

Section 1.15 Transferability of Interest

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on October 21, 2015


James Martin Luffman, Organizer

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