

L19000006594

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

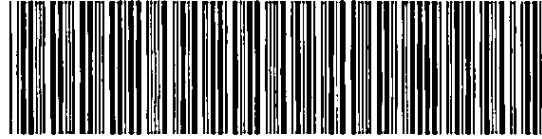
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



000322539160

01/03/19--01006--017 \*\*125.00

**FILED**  
2019 JAN -3 AM 8:14  
SECRETARY OF STATE  
TALLAHASSEE, FL

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT: TWO LOONS ON A LAKE, LLC**  
Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Statement of Authority and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

**MICHAEL KEELER**

Name of Person

**TWO LOONS ON A LAKE, LLC**

Firm/Company

**10245 NE 28th Loop**

Address

**Silver Springs FL 34488**

City/State and Zip Code

**mkeeler52@yahoo.com**

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

For further information concerning this matter, please call:

**Wm Dan Gilbert**

Name of Person

**502**

Area Code

**819-1453**

Daytime Telephone Number

**STREET/COURIER ADDRESS:**

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

**MAILING ADDRESS:**

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

ARTICLES OF ORGANIZATION

OF

**TWO LOONS ON A LAKE, LLC**

The undersigned, being duly authorized to act as the organizer of this Limited Liability Company pursuant to Chapter 605, Florida Statutes, hereby forms a limited liability company under the laws of the State of Florida and adopts the following Articles of Organization for such Limited Liability Company.

ARTICLE I - NAME

The name of the limited liability company shall be **TWO LOONS ON A LAKE, LLC** (hereinafter, the "LLC").

ARTICLE II - ADDRESS

The street address of the initial principal office and mailing address of The LLC

are:	<u>Principal Office Address:</u>	<u>Mailing Address:</u>
	10245 NE 28th Loop	10245 NE 28th Loop
	Silver Springs FL 34488	Silver Springs FL 34488

**FILED**  
 2019 JAN -3 AM 8:14  
 SECRETARY OF STATE  
 TALLAHASSEE, FL

ARTICLE III -

STATEMENT OF ACCEPTANCE OF REGISTERED AGENT

*Having been named as registered agent to accept service of process for the above referenced limited liability company, at the place designated in the foregoing Articles of Organization, I hereby accept such appointment and agree to act in such capacity. I further agree to comply with the provisions of all statutes relevant to the proper and complete performance of the duties of a registered agent, and I am familiar with, and*

accept the duties and obligations of Section 608.415 of the Florida Statutes.

*Michael Keeler*

Michael Keeler

Date: *September 30*, 20*18*

ARTICLE IV - MANAGEMENT AUTHORITY

The exclusive authority to manage is vested in a manager that is appointed by the members, which shall operate in substantially the same manner as, and has substantially the same rights, powers, privileges, duties, and responsibilities as, a board of directors of a company chartered as a corporation.

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

Title: \_\_\_\_\_ Name and Address: \_\_\_\_\_

"AMBR" = Authorized Member

"MGR" = Manager

MGR Michael Keeler 10245 NE 28th Loop, Silver Springs FL 34488

AMBR Cynthia Keeler 10245 NE 28th Loop, Silver Springs FL 34488

FILED  
2019 JAN -3 AM 8:14  
SECRETARY OF STATE  
TALLAHASSEE, FL

ARTICLE V --EFFECTIVE DATE AND DURATION

The term of existence of The LLC shall commence with the filing of the Articles of Organization with the Secretary of State of the State of Florida, and shall continue perpetually, unless sooner dissolved in accordance with the laws of the State of Florida and the Operating Agreement of The LLC. In no instance shall The LLC be automatically terminated, dissolved, or operations suspended upon the occurrence of an

event, including the death, disability, bankruptcy, expulsion, or withdrawal of a member of The LLC, other than the passage of time as may be specified by law or the Operating Agreement of The LLC. Provided, however, that upon any such termination event, the existence and business of The LLC may be continued by amendment of these Articles of Organization or the Operating Agreement providing for the continued existence of The LLC as may be authorized by Florida Statutes.

#### ARTICLE VI PURPOSE

The LLC is authorized to engage in any lawful act or activity for which limited liability companies may be organized under the Florida Revised Limited Liability Company Act (the "Act").

FILED  
2019 JAN - 3 AM 8:14  
SECRETARY OF STATE  
TALLAHASSEE, FL

#### ARTICLE VII - LIMITED LIABILITY OF MEMBERS

No Member of The LLC shall be liable for the debts, liabilities, or obligations of The LLC in excess of the amount of the Member's investment.

#### ARTICLE VIII - TRANSFER OF OWNERSHIP RIGHTS

A Member may transfer an ownership interest in The LLC, including voting rights, without the consent of any other Member of The LLC, providing however, the transfer complies with all applicable requirements of the Florida Codes.

#### ARTICLE IX - LIMITATION ON AGENCY AUTHORITY OF MEMBERS

Pursuant to Section 605, Florida Statutes, no Member of The LLC shall be an agent for The LLC solely by virtue of being a Member, and no Member shall have authority to incur debt or contractual liability on behalf of The LLC solely by virtue of being a Member.

ARTICLE X Member contracting with the LLC either as a vendor, purchaser or otherwise.

A member of the LLC shall not, in the absence of fraud, be disqualified by his or her office from dealing or contracting with the LLC either as a vendor, purchaser or otherwise, nor in the absence of fraud shall a member of the LLC be liable to account to the LLC for any profit realized by the member from or through any transaction or contract of the LLC by reason of the fact that the member, or any firm of which he or she is a member or any LLC of which he or she is an officer, member or stockholder, was interested in such transaction or contract if such transaction or contract has been authorized, approved or ratified in a manner provided in the FGCL for authorization, approval or ratification of transactions or contracts between the LLC and one or more of its members or officers or between the LLC and any other LLC, partnership, association or other organization in which one or more of its members or officers are members or officers or have a financial interest.

ARTICLE XI-Meetings of Members

Meetings of Members may be held within or without the State of Florida as the By-Laws may provide. Election or Appointment of Manager need not be by written ballot unless the By-Laws of the LLC so provide. The books of the LLC may be kept outside the State of Florida at such place or places as may be designated from time to time by the Members of the LLC or in the By-Laws of the LLC.

ARTICLE XII Indemnification of Manager and Members

A. Indemnification of Manager and Members: The LLC shall:

FILED  
2019 JAN -3 AM 8:15  
SECRETARY OF STATE  
TALLAHASSEE, FL

(a) indemnify, to the fullest extent permitted by the FGCL, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the LLC) by reason of the fact that such person is or was Manager and Member of the LLC, or is or was serving at the request of the LLC as a manager, employee or agent of another LLC, partnership, joint venture, trust or other enterprise, or if such person has previously been designated for indemnification by the resolution of the Members, an officer, employee or agent of the LLC, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interest of the LLC, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the LLC, and, with respect to any criminal action or proceeding, had reasonable cause to believe such person's conduct was unlawful; and

2019 JAN -3 AM 8:15  
SECRETARY OF STATE  
TALLAHASSEE, FL

FILED

(b) indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the LLC to procure a judgment in its favor by reason of the fact that such person is or was a Member or officer, or is or was serving at the request of the LLC as a Member, officer, employee or agent of another LLC, joint venture, trust or other enterprise, or if such person has previously been designated for indemnification by the resolution of the Board of Members, an officer, employee or agent of the LLC, against expenses (including attorneys' fees) actually and reasonably incurred by each person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the LLC and except that no indemnification shall be made in respect of any claim or matter as to which such person shall have been adjudged to be liable to the LLC unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper; and

(c) indemnify any Member, or, if such person has previously been designated for indemnification by the resolution of the Board of Members, an officer, employee or agent against expenses (including attorneys' fees) actually

SECRETARY OF STATE  
TALLAHASSEE, FL  
2019 JAN -3 AM 8:15

FILED



and reasonably incurred by such person in connection therewith, to the extent that such Member, officer, employee or agent of the LLC has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article XII.A. (a) and (b), or in defense of any claim, issue or matter therein; and

(d) make any indemnification under Article XII.A. (a) and (b) (unless ordered by a court) only as authorized in the specific case upon a determination that indemnification of the Member, officer, employee or agent is proper in the circumstances because such manager or member, employee or agent has met the applicable standard of conduct set forth in Article XII.A. (a) and (b). Such determination shall be made (1) by the LLC Members by a majority vote of a quorum consisting of members who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested members so directs, by independent legal counsel in a written opinion, or (3) by the members of the LLC; and

(e) pay expenses incurred by a manager or member in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member or officer to repay such amount if it shall ultimately be determined that such manager or member is not entitled to be indemnified by the LLC as authorized in this Article XII.

Notwithstanding the foregoing, the LLC shall not be obligated to pay

expenses incurred by a manager or member with respect to any threatened, pending, or completed claim, suit or action, whether civil, criminal, administrative, investigative or otherwise ("Proceedings") initiated or brought voluntarily by a manager or member and not by way of defense (other than Proceedings brought to establish or enforce a right to indemnification under the provisions of this Article XII unless a court of competent jurisdiction determines that each of the material assertions made by the Member or officer in such proceeding were not made in good faith or were frivolous). The LLC shall not be obligated to indemnify the Member or manager for any amount paid in settlement of a Proceeding covered hereby without the prior written consent of the LLC to such settlement; and

(f) not deem the indemnification and advancement of expenses provided by, granted pursuant to, the other subsections of this Article XII exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of members or disinterested Members or otherwise, both as to action in such manager or member's official capacity and as to action in another capacity while holding such office; and

(g) have the right, authority and power to purchase and maintain insurance on behalf of any person who is or was a manager or member, employee or agent of the LLC, or is or was serving at the request of the LLC as a

SECRETARY OF STATE  
TALLAHASSEE FL

2019 JAN -3 AM 8:15

FILED

manager, employee or agent of another LLC, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the LLC would have the power to indemnify such person against such liability under the provisions of this Article XII; and

(h) deem the provisions of this Article XII to be a contract between the LLC and each manager or member, or appropriately designated officer, employee or agent who serves in such capacity at any time while this Article XII is in effect and any repeal or modification of this Article XII shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon Such state of facts. The provisions of this Article XII not be deemed to be a contract between the LLC and any Members, officers, employees or agents of any other LLC (the "Second LLC") which shall merge into or consolidate with this LLC when this LLC shall be the surviving or resulting LLC, and any such Members, officers, employees or agents of the Second LLC shall be indemnified to the extent required under the FGCL only at the discretion of the LLC Members of this LLC; and

(i) continue the indemnification and advancement of expenses provided by, or granted pursuant to, this Article XII, unless otherwise provided when authorized or ratified, as to a person who has ceased to be a Member,

officer, employee or agent of the LLC and such rights shall inure to the benefit of the heirs, executors, and administrators of such a person.

B. Elimination of Certain Liability of manager or member:

No manager or member of the LLC shall be personally liable to the LLC or its stockholders for monetary damages for breach of fiduciary duty as a Member, except for liability (i) for any breach of the Member's duty of loyalty to the LLC or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the FGCL, as the same exists or hereafter may be amended, or (iv) for any transaction from which the Member derived an improper personal benefit. If the FGCL is amended to authorize the further elimination or limitation of liability of Members, then the liability of a Member of the LLC, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by an amended FGCL. Any repeal or modification of this Article XII by the stockholders of the LLC shall be prospective only and shall not adversely affect any limitation on the personal liability of a Member of the LLC existing at the time of such repeal or modification.

ARTICLE XIV right to amend, alter, change or repeal

The LLC reserves the right to amend, alter, change, or repeal any provision contained in these of Articles of Organization, in the manner now or hereafter prescribed by the Act, and all rights conferred upon members herein are granted subject to this reservation.

**FILED**  
2019 JAN -3 AM 8:15  
SECRETARY OF STATE  
TALLAHASSEE, FL

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes.

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.

IN WITNESS WHERE OF, the undersigned has made and subscribed this Articles of organization this 30<sup>th</sup>  
Day of September, 2018

A handwritten signature in black ink that reads "Michael Keeler". The signature is written in a cursive style with a horizontal line underneath the name.

Michael Keeler

STATEMENT OF AUTHORITY

Pursuant to section 605.0302(1), Florida Statutes, this limited liability company submits the following statement of authority:

FIRST: The name of the limited liability company is: TWO LOONS ON A LAKE, LLC

SECOND: The Florida Document Number of the limited liability company is: \_\_\_\_\_

THIRD: The street address of the limited liability company's principal office is:

10245 NE 28th Loop

Silver Springs FL 34488

The mailing address of the limited liability company's principal office is:

10245 NE 28th Loop

Silver Springs FL 34488

FOURTH: This statement of authority grants or sets limitations of authority on all persons having the status or position of a person in a company, whether as a member, transferee, manager, officer or otherwise or to a specific person on the following:

1. May execute an instrument transferring real property held in the name of the company.

a. Granted to: Michael Keeler

Cynthia keeler

b. No authority granted to: \_\_\_\_\_

2. May enter into other transactions on behalf of, or otherwise act for or bind, the company.

a. Granted to: Michael Keeler

Cynthia keeler

b. No authority granted to: \_\_\_\_\_

  
Signature of authorized representative

Michael Keeler  
Typed or printed name of signature

Filing Fee: \$25.00  
Certified Copy: \$30.00 (optional)