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**AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
YSRTL, LLC**

DOCUMENT NUMBER: L21000186630

The undersigned, for the purpose of amending and restating the Articles of Organization of YSRTL, LLC, a limited liability company formed and existing under the laws of the State of Florida, adopts the following Amended and Restated Articles of Organization:

**Article I
Name**

The name of this limited liability company shall be:

YSRTL, LLC

**Article II
Principal Office and Mailing Address**

The principal office and mailing address of this limited liability company shall be:

10905 S.W. 27th AVENUE
GAINESVILLE, FL 32608

**Article III
Initial Registered Agent and Address**

The name and street address of the initial registered agent of this limited liability company are:

JAY L. CURTIS
10905 S.W. 27th AVENUE
GAINESVILLE, FL 32608

**Article IV
Authorized Managers**

The name and street address of each Manager who is initially authorized to manage and control the limited liability company are:

JAY L. CURTIS
10905 SW 27th AVENUE
GAINESVILLE, FL 32608

Jonathan L. Hay, Esq.
Purcell, Flanagan, Hay & Greene, P.A.
1548 Lancaster Terrace
Jacksonville, Florida 32204
(904) 355-0355
Fla. Bar No.: 456586

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JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
TALLAHASSEE, FLORIDA

Article V
Effective Date

The existence of this limited liability company shall commence on the date these Articles are signed.

Article VI
Purposes

This limited liability company's business and purpose shall consist solely of the acquisition and ownership of tax certificates representing liens on Florida real estate issued by Florida tax collectors ("Tax Certificates") and activities incidental thereto (including, without limitation, the execution and delivery of documents (including guaranties and security agreements) related to indebtedness incurred by this limited liability company or its affiliates or subsidiaries and the performance of obligations under such documents).

Article VII
Operating Agreement

The initial Operating Agreement of this limited liability company shall be adopted by the members. The Operating Agreement shall be adopted, altered, amended, or repealed from time to time as provided in the Operating Agreement.

Article VIII
Amendment

The members, by vote of members holding a majority of the interests in the limited liability company, shall have the right to amend or repeal any provision contained in these Articles of Organization.

Article IX
Limits on Authority

Notwithstanding any other provisions of these Articles and so long as there is any effective UCC-1 financing statement filed in Florida naming this limited liability company as a Debtor and Firsttrust Bank ("FTB") as Secured Party, without the consent of all Members and Managers, the Managers shall have no authority on behalf of this limited liability company to:

- (i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations owed to FTB, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning Tax Certificates and activities incidental thereto in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time one percent (1%) of the outstanding obligations owed to FTB;

- (ii) seek the dissolution or winding up, in whole or in part, of this limited liability company;
- (iii) merge into or consolidate with any person or entity 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;
- (iv) file a voluntary petition or otherwise initiate proceedings to have this limited liability company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against this limited liability company, or file a petition seeking or consenting to reorganization or relief of this limited liability company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to this limited liability company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of this limited liability company or of all or any substantial part of the properties and assets of this limited liability company, or make any general assignment for the benefit of creditors of this limited liability company, or admit in writing the inability of this limited liability company to pay its debts generally as they become due or declare or effect a moratorium on this limited liability company debt or take any action in furtherance of any such action; or
- (v) amend, modify or alter Articles VI, IX, X, XI, XII or XIII of these Articles.

Notwithstanding the foregoing and so long as there is any effective UCC-1 financing statement filed in Florida naming this limited liability company as a Debtor and FTB as Secured Party, this limited liability company shall have no authority to take any action in items (i) through (iii) and (v) without the written consent of FTB.

Article X **Property Ownership**

All property owned by this limited liability company shall be owned by this limited liability company as an entity and, insofar as permitted by applicable law, no member shall have any ownership interest in any Company property in its individual name or right, and each member's interest in this limited liability company shall be personal property for all purposes.

Article XI **Limits on Acts**

For so long as there is any effective UCC-1 financing statement filed in Florida naming this limited liability company as a Debtor and FTB as Secured Party, this limited liability company has not and shall not do any of the following without the written consent of FTB:

- (a) acquire or own any material asset other than Tax Certificates;

- (b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under Florida law, or without the prior written consent of FTB, amend, modify, terminate or fail to comply with the provisions of these Articles of Organization, or this limited liability company's Operating Agreement;
- (c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of FTB;
- (d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in this limited liability company permitted by the documents executed by FTB and properly accounted for;
- (e) allow any person or entity to pay its debts and liabilities (except for a guarantor of all or any portion of the obligations owed to FTB) or fail to pay its debts and liabilities solely from its own assets;
- (f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of this limited liability company, the affiliates of a partner or member of this limited liability company and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Tax Certificates are actually owned by this limited liability company;
- (g) enter into any contract or agreement with any partner, member, principal or affiliate of this limited liability company or any guarantor of all or a portion of the obligations owed to FTB or any partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of this limited liability company, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;
- (h) fail to correct any known misunderstandings regarding the separate identity of this limited liability company;
- (i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of this limited liability company (except for a guarantor of all or any portion of the obligations owed to FTB);
- (j) make any loans or advances to any third party, including any partner, member, principal or affiliate of this limited liability company, or any partner, member, principal or affiliate thereof;

- (k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;
- (l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that this limited liability company is responsible for the debts of any third party (including any partner, member, principal or affiliate of this limited liability company or any partner, member, principal or affiliate thereof);
- (m) fail to allocate fairly and reasonably among this limited liability company and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
- (n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;
- (o) 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;
- (p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of this limited liability company, (ii) any affiliate of a partner, principal, member or affiliate of this limited liability company, or (iii) any other person or entity or allow any person or entity to identify this limited liability company as a department or division of that person or entity; or
- (q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of this limited liability company or the creditors of any other person or entity.

Article XII

Business Continuation

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a member shall not cause the termination or dissolution of this limited liability company and the business of this limited liability company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute member. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Company interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent member.

Article XIII
Indemnity Subordination

Notwithstanding any provision hereof to the contrary, any indemnification claim against this limited liability company arising under these Articles, the Operating Agreement or the laws of Florida shall be fully subordinate to any obligations of this limited liability company owed to FTB, and shall only constitute a claim against this limited liability company to the extent of, and shall be paid by this limited liability company only after all obligations owed to FTB are no longer outstanding and have been discharged in full.

5/14/2021 The undersigned has executed the Amended and Restated Articles of Organization the day of May, 2021.

DocuSigned by:

Jay Curtis

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JAY L. CURTIS

Authorized Representative

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 605.0113, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the limited liability company is:

YSRTL, LLC

2. The name and the Florida street address of the registered agent are:

JAY L. CURTIS
10905 S.W. 27th AVENUE
GAINESVILLE, FL 32608

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 605, Florida Statutes.

DocuSigned by:

Jay Curtis

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JAY L. CURTIS, Registered Agent