

K23000542562

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

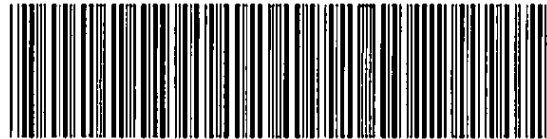
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/04/23--01039--011 **130.00

FILED
2023 DEC -4, PM 12:01
HILLMAN, SSEE, FL

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: Southern Juice Holdings, LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Martin J. Leavitt, Esq. (FL 0099826)
Name of Person
Sullivan and Leavitt, P.C.
Firm/Company
P.O. Box 5490
Address
Northville, MI 48167
City/State and Zip Code
mjl@sullivanleavitt.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Martin J. Leavitt at (248) 349-3980 (Ext. 201)
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

- \$125.00 Filing Fee
- \$130.00 Filing Fee & Certificate of Status
- \$155.00 Filing Fee & Certified Copy (additional copy is enclosed)
- \$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
New Filing Section Division
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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STATE OF FLORIDA
TALLAHASSEE, FL

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Southern Juice Holdings, LLC
(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

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

Principal Office Address:

Mailing Address:

4670 Carlton Dunes Dr., Unit 10
Fernandina Beach, FL 32034

4670 Carlton Dunes Dr., Unit 10
Fernandina Beach, FL 32034

ARTICLE III - Registered Agent, Registered Office, & Registered 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:

CT Corporation System
Name

1200 South Pine Island Rd.
Florida street address (P.O. Box **NOT** acceptable)

Plantation FL 33324
City State Zip

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, F.S.

CT Corporation System *Theresa Buck* Theresa Buck, Assistant Secretary
Registered Agent's Signature (REQUIRED)

(CONTINUED)

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STATE
TALLAHASSEE, FL
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ARTICLE IV-

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

Title:

"AMBR" = Authorized Member

"MGR" = Manager

Name and Address:

AMBR

Ross Hare
4670 Carlton Dunes Drive, Unit 10
Fernandina, FL 32034

AMBR

Ricky Burch
325 Barrington Drive East
Roswell, GA 30076

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____ (OPTIONAL)

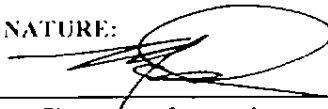
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

None

REQUIRED SIGNATURE:

 Authorized Agent & Attorney

Signature of a member or an authorized representative of a member.
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.

Martin J. Leavitt, Authorized Agent and Attorney
Typed or printed name of signee

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)

2023 DEC -4 PM 12:02
STATE
TALLAHASSEE, FL
FILED



CT Corporation

Representation Questionnaire

For Questions Call (855) 316-8944

This form collects the necessary information to create an account for you or your client, including where to direct your service of process, state communications, and invoices

Please email completed questionnaire to CTService@wolterskluwer.com

Your Name Martin J. Leavitt Title Attorney/Agent Date 11/27/2023

Company Name (Customer) Sullivan and Leavitt, P.C.

Address

Instructions

1. DELIVER SERVICE OF PROCESS AND LEGAL MATTERS TO

Individual's Name Martin J. Leavitt Company Sullivan and Leavitt, P.C.

Address P.O. Box 5490

City Northville State MI ZIP 48167

Email (required) mjl@sullivanleavitt.com Phone Number (248) 349-3980 (Ext. 201)

Is the person in section 1 the same as the person in section 2? If yes, please proceed to payment information YES [X] NO []

2. DELIVER INVOICES AND STATE COMMUNICATIONS TO

Individual's Name Martin J. Leavitt Company Sullivan and Leavitt, P.C.

Address P.O. Box 5490

City Northville State MI ZIP 48168

Email (required) mjl@sullivanleavitt.com Phone Number (248) 349-3980 (Ext. 201)

Payment information below is for this order only (To pay by credit card, please complete this section)

Type of Credit Card MC [] VISA [X] AMEX []

Cardholder's Name Martin J. Leavitt Credit Card Number 4802 1387 7080 7519

Expiration Date 02/28 Security Code 084

Address P.O. Box 5490

City Northville State MI ZIP 48167

Email (required) mjl@sullivanleavitt.com Phone Number (248) 349-3980 (Ext. 201)

(To pay by ACH, please complete this section)

Account Type Checking [] Savings []

Account Holder

Name

Email (required)

Account Number Routing Number

By signing this questionnaire, Customer (i) represents that the above information is correct, (ii) authorizes CT to proceed with the requested services and (iii) agrees to the terms and conditions included herewith and located at ct.wolterskluwer.com/services-terms-and-conditions

Company Name SULLIVAN + LEAVITT, PC

Signature [Handwritten Signature]

Print Name MARTIN J. LEAVITT

Title President

Date November 27 2023

FILED stamp: NOV 27 2023 PM 12:02

CT CORPORATION SYSTEM – TERMS AND CONDITIONS

1. SERVICES AND FEES; PAYMENT TERMS; TAXES

1.1 **Provision and Use of the Services; Fees.** CT itself or through one or more of its affiliates, subcontractors or agents ("CT Parties") shall provide to Customer and its affiliates the services requested by Customer or a Customer User and described at ct.wolterskluwer.com/service-descriptions and any other services requested by Customer or a Customer User and provided by CT (collectively, the "Services"). The provision and use of the Services shall also be subject to the terms and conditions located at ct.wolterskluwer.com/services-terms-and-conditions. CT shall be responsible for the performance of any CT Parties. Customer shall perform its responsibilities and obligations set forth in this Agreement and shall be responsible for its personnel, affiliates and permitted third party users ("Customer Users") compliance herewith and shall cooperate with CT in connection with CT's provision of the Services. Customer shall use the Services only for the internal business purposes of Customer and its affiliates. Customer Users shall not include any competitors of CT, and Customer shall not permit any third party to use the Services or CT Products without the prior written consent of CT. Customer shall not (i) resell, offer or use the Services for the benefit of any third parties, or (ii) use the Services in violation of any applicable law, rule, or regulation. Customer agrees to pay CT the applicable fees for the Services in accordance with CT's then current standard fee schedules for such Services (or as otherwise agreed by CT and Customer (the "Parties")); Customer shall also pay all additional fees advanced by CT on behalf of Customer, including taxes, statutory fees, and correspondent and courier charges. Customer agrees to pay CT all invoiced amounts within thirty (30) days of invoice, subject to a late fee of 1.75% per month plus costs of collection. Customer shall pay all sales, use and similar taxes in connection with the Services.

1.2 **Customer Information and Instructions.** Performance of the Services requires the timely completion of Customer's responsibilities and obligations. Additional fees may apply for any modifications to standard documents or processes made by Customer or at Customer's request. Customer will be responsible for (i) the accuracy and completeness and the compliance, sufficiency and effectiveness under applicable law of all data, documents, templates or other information provided to CT by or on behalf of Customer, and (ii) any instructions given by Customer or any Customer User to CT.

2. **TERM; TERMINATION.** The term of this Agreement shall be effective as of the start of Customer's most recent billing cycle (the "Effective Date") and continue until terminated as set forth herein (the "Term"). Either Party may terminate this Agreement or a particular Service (i) if the other Party fails to perform any material obligation of this Agreement (including the payment of amounts owed hereunder) and fails to cure such failure within thirty (30) days of notice thereof, (ii) if the other Party seeks protection under bankruptcy or similar laws, or (iii) at any time upon 180 days' prior written notice to the other Party. CT may terminate this Agreement at any time if legally required or upon belief of Customer's improper use of the Services. In the event of any termination of this Agreement, (a) Customer shall pay CT for Services (1) provided under this Agreement through the date of termination and (2) that CT is legally required to provide to Customer following termination, (b) Customer shall also pay all fees in connection with the removal of CT's name as its Registered Agent in each applicable Secretary of State's office, (c) CT's obligations to provide the Services shall cease and (d) all rights granted to Customer by CT under this Agreement related to terminated Services shall terminate. All provisions relating to ownership rights, confidentiality and non-disclosure, and limitation of liability shall survive any termination of this Agreement.

3. **CONFIDENTIALITY.** "Confidential Information" includes any proprietary or confidential information provided by the disclosing Party to the receiving Party other than any information which: (a) is generally available to the public through no fault of the receiving Party or any of its affiliates or its or their directors, officers, employees, contractors, or other agents (collectively, a Party's "Representatives"); (b) is or becomes available to the receiving Party through a source other than the disclosing Party or its Representatives without duty of confidentiality; or (c) is or has been developed by the receiving Party independently of the disclosing Party's Confidential Information. Anonymized and de-identified data shall not be considered Customer's Confidential Information and CT shall be permitted to retain and utilize such data. Each Party shall (i) keep all Confidential Information of the other Party confidential, (ii) not disclose the other Party's Confidential Information to any third party except if required by law, subpoena or similar legal demand, and (iii) use and disclose Confidential Information of the other Party only as necessary to perform its obligations herein (including CT's disclosure to its Representatives).

4. **OWNERSHIP RIGHTS.** All intellectual property rights related to the Services (including all products, documentation thereof and modifications thereto) ("CT Products") shall remain the exclusive property of CT or its licensors. During the Term, Customer shall have a personal, non-transferable, non-exclusive right to access and use the CT Products in connection with the Services solely as set forth herein.

5. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** CT PROVIDES THE SERVICES WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE SERVICES DO NOT INCLUDE THE PROVISION OF LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH. CT AND ITS DATA PROVIDERS SHALL HAVE NO LIABILITY FOR DELAYS, ERRORS OR OMISSIONS IN THE INFORMATION PROVIDED BY GOVERNMENTAL OR THIRD PARTY INFORMATION PROVIDERS OR FILING SYSTEMS OR WITH RESPECT TO INFORMATION OR RECORDS THAT MAY CONTAIN PERSONALLY IDENTIFIABLE INFORMATION. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND CT'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) \$50,000 AND (II) AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO CT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST CT BY CUSTOMER. CT IS NOT AN INSURER WITH REGARD TO THE SERVICES AND SHALL HAVE NO LIABILITY FOR ANY LOSS OF UNDERLYING COLLATERAL OR LOSS (OR DECREASED PRIORITY) OF SECURITY INTEREST.

6. **COMMUNICATIONS.** All communications to CT under this Agreement shall be delivered to: CT, 28 Liberty Street, New York, NY 10005, Attn: GM, with copies to (i) the foregoing address, Attn: Associate GC, and Wolters Kluwer, 2700 Lake Cook Rd, Riverwoods, IL 60015, Attn: General Counsel.

7. **APPLICABLE LAW; FORUM; WAIVER OF TRIAL BY JURY.** This Agreement shall be governed by the laws of the State of New York. Any Party bringing a legal action relating to this Agreement shall bring such action in any court sitting in New York City, and each Party waives any objection to such courts. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION.

8. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements. This Agreement, or any rights or obligations hereunder, may not be assigned by Customer without the prior written consent of CT. No modifications to this Agreement shall be valid unless in a writing executed by the Parties. CT is acting in performance of this Agreement as an independent contractor. There shall be no third party beneficiaries to this Agreement. Neither Party shall be liable for failure or delay in performance of its obligations hereunder (other than Customer's obligation to pay the fees for Services provided) caused by events beyond its control.