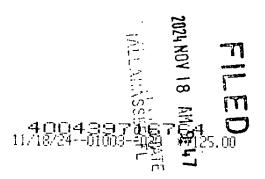
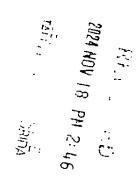
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<del></del>	(Requestor's Name)	<del> </del>
	(Address)	
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	(City/State/Zip/Phone #)	
PICK-UP	WAIT	MAIL
	(Business Entity Name)	
	(Document Number)	
Certified Copies	Certificates of	Status
Special Instructions to	Filing Officer:	

Office Use Only









## **Advanced Incorporating Service**

1317 California Street P.O. Box 20396

Tallahassee, FL 32316

Phone: 850-222-CORP Fax: 850-575-2724 Email: wlopez@aisincfl.com Website: www.aisincfl.com

NAME OF ENTITY	
Larch Avenue DB Oviedo, LLC	
FOR OFFICE USE ONLY	
PICK ONE: CERTIFIED COPY XX PHOTOCOPYC.U.S. PASS	~~~~
CERTIFIED COPY XX PHOTOCOPYC.U.S.	
FILING:	Ţ
CORPORATION XX_LLCLIMITED PARTNERSHIPGENERAL PARTNERSHIP 9	
FICTITIOUS NAMESERVICEMARK/TRADEMARKAMENDMENT	
FOREIGN QUALIFICATIONJUDGMENT LIEN	
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RETRIEVAL:	
GOOD STANDING CERT/C.U.SCERTIFIED COPYPHOTOCOPY	
Of	
APOSTILLE/NOTARY CERTIFICATION REQUEST:	
Country	
Amount of Documents	
DATE 11/18/24 TIME	
Notes:	_

### ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE 1 - Name:

		onity Company.	L.L.C.," or "LLC.")	
RTICLE II - Address: ne mailing address and st	reet address of the principal offic	e of the Limited	Liability Company is:	
<u>Pr</u>	incipal Office Address:		Mailing Address:	
530 36th Street West Palm Beach, FL 33407			530 36th Street West Palm Beach, FL 33407	
TICLE III - Registere the Limited Liability Cor other business entity wi	d Agent, Registered Office, & Inpany cannot serve as its own Registration.)	Registered Agengistered Agent. \		2024
RTICLE III - Registere he Limited Liability Cor other business entity wi	d Agent, Registered Office, & I	Registered Agengistered Agent. \	t's Signature: You must designate an individual or	2024 NOY 1
RTICLE III - Registere he Limited Liability Cor other business entity wi	d Agent, Registered Office, & Inpany cannot serve as its own Registration.)  It an active Florida registration.)  Street address of the registered ag  Michael Curcio	Registered Agengistered Agent. \	t's Signature: You must designate an individual or	2024 NOV 18
RTICLE III - Registere he Limited Liability Cor other business entity wi	d Agent, Registered Office, & Inpany cannot serve as its own Registration.)  It an active Florida registration.)  Street address of the registered ag  Michael Curcio	Registered Agen gistered Agent. \ ent are:	t's Signature:	AH
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/s/:Michael Curcio Registered Agent's Signature (REQUIRED)

(CONTINUED)

"AMBR" = Authorized Member "MGR" = Manager	Name and Address:	
MGR	Michael Curcio 530 36th Street West Palm Beach, FL 33407	
(Use attachment if necessary)		2024 NOV 18
LE V: Effective date, if other than the date of filing:  [COPTIONAL]  [Fective date is listed, the date must be specific and cannot be more than five business days prior to or 90 to of filing.)  [Figure date inserted in this block does not meet the applicable statutory filing requirements, this date will not nument's effective date on the Department of State's records.		
' <del></del>		- }
		_
		_

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.

Michael Curcio

Typed or printed name of signee

#### Filing Fees:

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent S 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

#### Rider to Articles of Organization of Larch Avenue DB Oviedo, LLC

#### Article VI. Special Purpose Entity.

- A. <u>Purpose</u>. The Company's business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate located at 1197 Alafaya Trail, Oviedo, Florida 32765 (the "<u>Property</u>") and such activities as are necessary, incidental or appropriate in connection therewith.
- B. <u>Limitations</u>. The Company shall not merge, combine or consolidate with any other entity.
- C. Company Property. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no member of the Company shall have any ownership interest in any Company property in its individual name or right, and each member's ownership interest in the Company shall be personal property for all purposes.
- D. Separateness/Operations Matters. The Company shall:
  - (a) maintain books and records and bank accounts separate from those of any other person;
  - (b) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
  - (c) hold regular meetings, as appropriate, to conduct the business of the Company, and observe all customary organizational and operational formalities:
  - (d) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;
  - (c) prepare separate tax returns and financial statements, or if part of a consolidated group, then it will be shown as a separate member of such group;
  - .(f) allocate and charge fairly and reasonably any common employee or overhead shared with affiliates;
  - (g) transact all business with affiliates on an arm's-length basis and pursuant to enforceable agreements;
  - (h) conduct business in its own name, and use separate stationery, invoices and checks;

- (i) not commingle its assets or funds with those of any other person; and
- (j) not assume, guarantee or pay the debts or obligations of any other person.
- (k) pay its own liabilities out of its own funds;
- (1) pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations:
- (m)not hold out its credit as being available to satisfy the obligations of others:
- (n) not acquire obligations or securities of its shareholders;
- (o) not pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
- (p) correct any known misunderstanding regarding its separate identity; and
- (q) intend to remain solvent and maintain adequate capital in light of its contemplated business operations.
- E. <u>Subordination of Indemnities</u>. All indemnification obligations of the company are fully subordinated to any obligations respecting the Property and such indemnification obligations shall in no event constitute a claim against the Company if cash flow in excess of amounts necessary to pay obligations under the Loan is insufficient to pay such indemnification obligations.
- F. Further Limitations Regarding Lending Institution. Notwithstanding any other provisions of these Articles and any provision of law that otherwise so empowers the Company, and so long as any obligations secured by a security instrument (eg. mortgage or deed of trust) to a lending institution remain outstanding and not discharged in full, without the consent of all members, the Company shall not and no officer or manager of the Company shall cause the Company to:
  - (a) engage in any business or activity other than those set forth in Article VI.A. above:
  - (b) borrow money or incur indebtedness other than normal trade accounts payable and lease obligations in the normal course of business (subject to the limitations contained in the security instrument), or grant consensual liens on its property; except that the Company is hereby authorized to obtain financing secured by the lien on the property evidenced by a Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Documents, Security Agreement and Fixture Filing filed in the

official public records of Seminole County, Florida for the benefit of a lender (the "Mortgage"), and to obtain such other indebtedness expressly permitted therein or in the documents related to the Mortgage;

- (c) dissolve, wind-up or liquidate;
- (d) sell or lease, or otherwise dispose of, all or substantially all of its assets;
- (e) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any such action;
  - (f) merge, combine or consolidate with any other entity.

Notwithstanding the foregoing and so long as any obligation secured by a security instrument remains outstanding and not discharged in full, neither the officers nor managers of the Company shall have any authority to take any action in items (a) through (d), (f) or (g) without (1) the prior written consent of the holder of the security instrument.