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Profit NonProfit Limited Liability Domestication Other  OTHER FILINGS Annual Report Fictitious Name Name Reservation	AMENDMENTS  Amendment  Resignation of R.A., Office  Change of Registered Agen  Dissolution/Withdrawal  Merger  REGISTRATION/ QUALIFICATION  Foreign  Limited Partnership  Reinstatement	r/Director	RECEIVED  96 KM -6 PH 3-55  BIVISION OF CONTENTION
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CR2E031(10/92)

# ARTICLES OF ORGANIZATION OF MURPHY PROPERTIES, L.C. (a Limited Liability Company)

The undersigned, desiring to form a limited liability company under the Florida Limited Liability Company Act, Chapter 608.401, et seq., Florida Statutes (the "Act"), do sign, acknowledge and deliver in duplicate to the Secretary, Florida Department of State, these Articles of Organization.

## ARTICLE I

## Name

The name of the limited liability company (hereinafter referred to as the "Company") shall be Murphy Properties, L.C., whose address is Post Office Box 38086, Tallahassee, Florida 32315.

## **ARTICLE II**

## Period of Duration

The Company shall exist for thirty (30) years from the date of filing these Articles of Organization with the Secretary of State of the State of Florida, unless sooner dissolved according to law.

#### ARTICLE III

## Business of the Company

This Company is authorized to conduct all lawful businesses within and without the State of Florida and as authorized pursuant to Sections 608.401, et. seq., Florida Statutes.

## **ARTICLE IV**

## Management

The Limited Liability Company is to be managed by a manager or managers and the name(s) and address(es) of such manager(s) who are to serve are:

Vergie B. Murphy Directing Manager / Manager - Finance 1403 Sturbridge Place Tallahassee, Florida 32312

## ARTICLE V

# Registered Office and Registered Agent

The resident office of the Company in this State shall be Post Office Box 38086, Tallahassee, Florida 32315 and the Registered Agent shall be Vergie B. Murphy, 1403 Sturbridge Place, Tallahassee, Florida 32312.

## **ARTICLE VI**

## Admission of Additional Members

The right, if given, of the remaining members to admit additional members and the terms and conditions of the admissions shall be set forth in the Operating Agreement and Regulations of the Company.

## ARTICLE VII

# Members Rights to Continue Business

The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be as set forth in the Operating Agreement and Regulations of the Company.

## **ARTICLE VIII**

## Distributions in Kind

The Company may distribute assets in-kind as provided in the Operating Agreement and Regulations of the Company.

## ARTICLE IX

#### Miscellaneous

<u>Power of Attorney and Amendment</u>. The Chairman of the Board of Managers, the Managing Director and/or Manager-Finance, severally, and their successors shall be, and by these presents hereby are appointed the true and lawful attorneys-in-fact for the Members and their respective assignees, and each of them with full power and authority for them in their names to execute, acknowledge or swear to and file Amendments of these Articles of Organization and other Company documents as follows:

- (1) To amend these Articles in any respect except to substitute a Chairman of the Board of Managers, Managing Director or Manager-Finance (other than through a merger or reorganization of the Managing Member) or to decrease or diminish the duties, liabilities or responsibilities of the Chairman of the Board of Managers, Managing Director or Manager-Finance or to increase the liability of any Member in any respect.
- (2) Deeds, notes, mortgages, security instruments of any kind and nature, leases, contracts and such other instruments as may be necessary to carry on the business of the Company as set forth in Article III hereto, provided that no such instrument shall increase the personal liability of any Member herein; and
- (3) All documents that may be required to effectuate the dissolution and termination of the Company.

It is expressly intended by each of the Members that the foregoing power of attorney is coupled with an interest. The foregoing power of attorney shall be irrevocable except upon dissolution and survive the delivery or assignment by any of the Members of the whole or any portion of their membership interest and when the assignee has executed a power of attorney coupled with an interest and the foregoing power of attorney of the assignor Member shall survive the delivery of such assignment for the sole purpose of enabling the Chairman of the Board of Managers or Manager-Finance to make, execute, deliver, acknowledge and file any and all instruments necessary to effectuate such substitution. It is understood that the Chairman of the Board of Managers or Manager-Finance may require that the assignee execute a similar power of attorney as a condition of his admission as a substitute Member.

<u>Gender</u>. The masculine and neuter gender has been used interchangeably in these Articles and each may be considered to refer to the other if appropriate.

Binding Effect. These Articles shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, transferees, successors, survivors, heirs and assigns.

<u>Duplicate Originals</u>. For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

<u>Construction</u>. These Articles shall be interpreted and construed in accordance with the laws of the State of Florida. The titles of the Sections and Subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning of construction of any of the terms or provisions herein.

<u>Entire Agreement</u>. These Articles and the Operating Agreement and Regulations of the Company are intended by the parties hereto to be the final expression of their agreement and is the complete and exclusive statement of the terms of such agreement notwithstanding any representations or statements of the contrary heretofore made.

IN WITNESS WHEREOF, the parties have entered into, executed and made these Articles of Organization as of the day first above written.

Registered Agent and Member: VERIE B. MURPHY

I HEREBY ACCEPT my nomination as Registered Agent.

By: //erace \_\_\_\_\_/// Vergie B. Murohy

STATE OF FLORIDA COUNTY OF LEON

BEFORE ME, Angle Jo Walker, a Notary Public, on the day of March, 1996, in and for Leon County, State of Florida, personally appeared Vergie B. Murphy, as Registered Agent and as Member, being personally known to me or otherwise identified by FLA. PRIVERS CICENSE, she, being first duly sworn by me, upon her oath acknowledged the due execution of the foregoing Articles of Organization of Murphy Properties, L.C., freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal on this 6 day of March, 1996.

Notary Public

My Commission expires:

OFFICIAL NOTARY SEAL ANGELA JO WALKER NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC306495 MY COMMISSION EXP. AUG. 3,1997-

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## AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

**OF** 

# MURPHY PROPERTIES, L.C.

STATE OF FLORIDA

**COUNTY OF LEON** 

The undersigned member or authorized representative of a member of Murphy Properties, L.C. deposes and says:

- 1. The above named limited liability company has at least two members.
- 2. The total amount of cash contributed by the member(s) is \$1,000.00.
- 3. If any, the agreed value of property or services other than cash contributed by members is \$-none-.
- 4. The total amount of cash or property or services anticipated to be contributed by member(s) is \$1,000.00. This total includes amounts from 2 and 3 above.

Authorized Member or Authoriz

Representative of a Member

The foregoing instrument was acknowledged before me this day of March, 1996, by Vergie B. Murphy, who is personally known to me or who has provided FLA. DRIVERS LICEUSE as identification and who did take an oath.

Notary Public

My Commission expires:

OFFICIAL NOTARY SEAL ANGELA JO WALKER NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC206495 MY COMMISSION EXP. AUG. 3,1997