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C T CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, Florida 32301

City

State

Zip

Phone

CORPORATION(S) NAME

500002037465--3

-12/24/96--01146--006

****250.00 ****250.00

500002037465--3

-12/24/96--01146--007

*****35.00 *****35.00

Linkya III, LLC

☐ Profit

☐ NonProfit

☒ Limited Liability Company

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☐ Merger

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☐ Certified Copy

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Other

☐ Change of R.A.

☐ Fictitious Name

☐ CUS

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D. BROWN DEC 20 1996

**ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED
LIABILITY COMPANY**

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ARTICLE I - NAME

The name of the Limited Liability Company is: Zinkya III, LLC

ARTICLE II - ADDRESS

The mailing address and, if different, the street address of the principal office of the Limited Liability Company is/are:

8715 Castaway Cove Court
St. Augustine, FL 32092

ARTICLE III - DURATION

The period of duration for the Limited Liability Company shall be: Perpetual

ARTICLE IV - MANAGEMENT

(check and complete the appropriate statement)

☐ 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 is/are to serve as manager(s) is/are:

☒ The Limited Liability Company is to be managed by the members and the name(s) and address(es) of the managing member(s) is/are:

See attached "Schedule I" incorporated herein by reference.

ARTICLE V - REGISTERED AGENT

The name and street address of the initial registered agent of the Limited Liability Company is:

Noah Pollack
2715 Tigertail Avenue, Apartment 102
Miami, FL 33133

ARTICLE VI - REGISTERED OFFICE

The street address of the initial registered office of the Limited Liability Company is:

Zinkya III, LLC
2715 Tigertail Avenue, Apartment 102
Miami, FL 33133

ARTICLE VII - ADMISSION OF ADDITIONAL MEMBERS AND TRANSFER OF INTEREST

The right of the remaining members to admit additional members and the terms and conditions of the admissions shall be as follows:

A. Restrictions on Transfer. Without the prior written consent of a Majority in Interest of the Disinterested Members (which consent may be given or withheld in their sole discretion), (a) no Member may voluntarily or involuntarily Transfer, or create or suffer to exist any Encumbrance against, all or any part of such Member's record or beneficial interest in the Company and (b) no Person may be admitted to the Company as a Member. Except for withdrawals in connection with a Transfer of a Membership Interest, no Members may withdraw from the Company without the consent of the Majority in Interest of the Disinterested Members.

B. Conditions Precedent to Transfers. Any purported Transfer of Encumbrance otherwise complying with Article VII(A) will be ineffective until the transferor and his transferee furnish to the Company the instruments and assurances the Members may request, including without limitation, if requested, an opinion of counsel satisfactory to the Company that the interest in the Company being Transferred or Encumbered has been registered or is exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws. No Transfer or Encumbrance will be effective if it would result in the "termination" of the Company under Section 708 of the Code unless all of the Members give their prior written consent to the Transfer or Encumbrance.

C. Substituted Members. No assignee or transferee of a Membership Interest shall be admitted as a substituted Member of the Company unless, in addition to compliance with the conditions set forth in Articles VII(A)(B), all of the following conditions are satisfied:

- (1) The assignee has executed and delivered all documents deemed appropriate by the Company to reflect the assignee's admission to the Company and its agreement to be bound by this Agreement;
- (2) A Majority in Interest of the Disinterested Members shall have consented in writing to such substitution, the granting or denial of which shall be in the sole discretion of such Disinterested Members; and
- (3) Payment has been made to the Company of all costs and expenses of admitting any such transferee or assignee as a substituted Member.

b. Rights of Transferee. Unless admitted to the Company in accordance with Articles VII(C), the transferee of a Membership Interest or a part thereof shall not be entitled to any of the rights, powers or privileges of its predecessor in interest, except that it shall be entitled to receive and be credited with its proportionate share of Profits, Losses, Gains from Capital Transactions, Company Cash Flow, Company Sales Proceeds, Company Refinancing Proceeds and distributions in liquidation.

ARTICLE VIII - BUY-SELL

The right 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 follows:

A. Buy-Sell. Each of the following events shall constitute a "Buy-Sell Event":

- (1) The death, declaration of legal incompetence or dissolution and winding-up of a Member;
- (2) A judicial determination of the insolvency of any Member;
- (3) Any filing of a petition or suit under the bankruptcy laws by or against a Member that is not dismissed within sixty (60) days;
- (4) Any purported voluntary or involuntary Transfer or Encumbrance of all or any part of a Member's Membership Interest in a manner not expressly permitted by this Agreement;
- (5) Any material breach of this Agreement by a Member which is not cured within ten (10) days after written notice of such breach is given to the Member by the Company;
- (6) Any instance in which the spouse of a Member commences against a Member, or a Member is named in, a Domestic Proceeding; or
- (7) Any withdrawal by a Member from the Company other than as may be expressly permitted by this Agreement.

B. Buy-Sell Notice. Upon the occurrence of a Buy-Sell Event, the Member to whom such event has occurred (the "Withdrawing Member"), or its executor, administrator or other legal representative in the event of death or declaration of legal incompetency, shall give notice of the Buy-Sell Event (the "Buy-Sell Notice") to the other Members within ten (10) days after its occurrence. If the Withdrawing member fails to give the Buy-Sell Notice, any other Member (other than a Withdrawing Member) may give the notice at any time thereafter and by so doing commence the buy-sell procedure provided for in this Article VIII. In the case of a Domestic Proceeding, the other Members' actual knowledge of the commencement of a Domestic Proceeding shall be treated as receipt of a Buy-Sell Notice.

C. Member's Purchase Option. Upon the occurrence of a Buy-Sell Event, each of the Members, except the Withdrawing Member and any other Withdrawing Member, shall have an option to purchase (the "Purchase Option") the Withdrawing Member's Membership Interest at Closing on the terms and conditions set forth in this Article VIII. This right will be allocated among the Members who elect to purchase (the "Purchasing Members") in the proportion they mutually agree upon, or, in the absence of agreement, in the ratio that each of the Purchasing Member's Percentage Interest bears to the aggregate Percentage Interests of all Purchasing Members. The Purchasing Members must give notice of their election to exercise their Purchase Option to the Withdrawing Member and all other Members within thirty (30) days following delivery of the Buy-Sell Notice.

D. Assignment of Purchase Option. If at the occurrence of a Buy-Sell Event, there exist only two (2) then-current Members (including the Withdrawing Member), the Member that is not withdrawing shall have the option during the thirty (30) day period set forth in Article VIII(C) to assign its Purchase Option to any Person other than the Withdrawing Member (the "Purchase Option Assignee") by notifying the Withdrawing Member and the Company of such assignment in writing. After delivery of such notice, the Purchase Option Assignee shall have the option to purchase the Withdrawing Member's Membership Interest on the same terms and conditions as would apply to the Member from which the Purchase Option was assigned; provided, however, that the Purchase Option Assignee shall not have the rights of assignment set forth in this Article VIII(D). Notwithstanding any provisions of Article VII or this Article VIII, any Purchase Option Assignee which exercises its Purchase Option, as provided herein, (i) shall only have those rights as specified in Article VII(D) above, (ii) shall not be admitted as a substitute Member without full compliance with Article VII(C) and (iii) shall be subject to the Buy-Sell

restrictions imposed under this Article VIII. In the event the Purchase Option Assignee does not exercise the Purchase Option, the Purchase Option Assignee shall have no further rights under this Agreement.

E. Agreement on Valuation. Unless otherwise agreed in writing by the purchaser(s) and seller within sixty (60) days of the receipt of a Buy-Sell Notice, the purchase price for the Withdrawing Member's Membership Interest shall be determined by a single appraisal made by an appraiser agreed upon by the purchaser(s) and seller, which appraisal shall be final. If the parties cannot agree on a single appraiser, the purchase price for the Withdrawing Member's Membership Interest shall be determined by three appraisers, one selected by the purchaser(s), one selected by the seller and the third selected by the two appraisers. The value determined by a majority of the appraisers will be final. The costs of appraisal shall be borne equally between the purchaser(s) as a group and the seller. The purchase price is to be paid for the Withdrawing Member's Membership Interest will be reduced by the amount of any distributions made by the Company to the Withdrawing Member from the date the Buy-Sell Event occurred with respect to the Withdrawing Member to the Closing.

F. Closing. The closing (the "Closing") of the purchase of any Membership Interest pursuant to this Article VIII shall take place on the date agreed upon the purchaser(s) and seller, but not later than ninety (90) days after the occurrence of the respective Buy-Sell Event. The purchase price for each Membership Interest being purchased will be payable in full in cash at Closing. The purchase price will bear interest from the date of the occurrence of the Buy-Sell Event until Closing at an interest rate equal to the prime rate of interest charged by Wachovia Bank of North Carolina, N.A., last published prior to the occurrence of the Buy-Sell Event. Upon payment of the purchase price, the Member selling its Membership Interest shall execute and deliver such assignments and other instruments as may be reasonably necessary to evidence and carry out the transfer of such Membership Interest to the purchaser(s). In connection with the sale of any Membership Interest under this Article IX, unless otherwise agreed by the purchaser(s) and seller, the purchaser(s) will assume the seller's allocable portion of Company obligations to the extent related to the transferred interest as well as the seller's individual obligations to the extent related to the transferred interest, other than income tax liabilities of the seller. Notwithstanding any other provision of Article VII or this Article IX, any transferee, assignee or purchaser of a Member's interest, as provided herein, shall only have those rights as specified in Article VII(D) above, and shall not be admitted as a substitute Member without full compliance with Article VII(C).

G. Effect of the Rule Against Perpetuities. Notwithstanding any other provision of this Agreement, all options and rights to purchase or sell created by this Agreement shall expire on the later of (a) twenty-one (21) years after the death of the last remaining child, living as of the date of this Agreement, of any Member who is a member of the Company at the time of its organization, or (b) twenty-one (21) years after the death of the last to die of the individual Members who are members of the Company at the time of its organization.

H. Effect on Withdrawing Member's Interest. From the date of the occurrence of the Buy-Sell Event to the date of the transfer of the Withdrawing Member's Membership Interest under this Article IX, the Percentage Interest represented by the Withdrawing Member's Membership Interest will be excluded from any calculation of aggregate Percentage Interests for purposes of any approval required of members under this Agreement. Without limiting the generality of any other provision of this Agreement, upon the exercise of the Purchase Option, the Withdrawing Member, without further action, will have no rights in the Company or against the Company or any Member other than the right to receive payment for its Membership Interest in accordance with this Article VIII.

I. Failure to Exercise Purchase Option. In the event the Members or Purchase Option Assignee, if any, do not exercise their Purchase Options, the Withdrawing Member or its executor, administrator or other legal representative in the event of death or declaration of legal competency, may transfer its economic rights in the Membership Interest of the Withdrawing Member to any Person;

provided, however that any transferee of the Withdrawing Member's Membership Interest, as provided herein, (i) shall only have those rights as specified in Article VII(D), (ii) shall not be admitted as a substitute Member without full compliance with Article VII(C) and (iii) shall be subject to the Buy-Sell restrictions imposed under this Article VIII.

ARTICLE IX - DISSOLUTION AND LIQUIDATION OF THE COMPANY

A. Dissolution Events. The Company will be dissolved upon the happening of any of the following events:

- (1) All or substantially all of the assets of the Company are sold, exchanged or otherwise transferred (unless the Members have elected to continue the business of the Company, in which event the Company will continue until the Members elect to dissolve the Company);
- (2) All Members sign a document stating their election to dissolve the Company;
- (3) The entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating the Company to be bankrupt and the expiration without appeal of the period, if any, allowed by applicable law in which to appeal;
- (4) The expiration of the term of the Company (as set forth in Section 1.6);
- (5) Upon the happening of the death, bankruptcy or any other event of withdrawal (as defined in the Act) with respect to any Member, unless there is at least one remaining member and the business of the Company is continued by the written consent of a Majority in Interest of the remaining Members within ninety (90) days of the action by or affecting the withdrawing Member; or
- (6) The entry of a decree of judicial dissolution or the issuance of a certificate for administrative dissolution under the Act.

B. Continuation. Upon the occurrence of any of the events described in Section 10.1(c) above with respect to any of the Members, the business of the Company will be continued if within ninety (90) calendar days a Majority in Interest of the remaining Members elect to continue the business of the Company. If the Members fail to continue the Company's business as provided in this Section, the Company will be liquidated under Section 10.3.

C. Liquidation. Upon the happening of any of the events specified in Section 10.1 and, if applicable, the failure to continue the business of the Company under Section 10.2, the Members, or any liquidating trustee elected by a Majority in Interest of the Members, will commence promptly as practicable to wind up the Company's affairs unless the Members or the liquidating trustee (either, the "Liquidator") determines that an immediate liquidation of Company assets would cause undue loss to the Company, in which event the liquidation may be deferred for a time determined by the Liquidator to be appropriate. Assets of the Company may be liquidated or distributed in kind, as the Liquidator determines to be appropriate. The Members will continue to share Company Cash Flow, Profits and Losses during the period of liquidation in the manner set forth in Articles VI and VII. The proceeds from liquidation of the Company, including repayment of any debts of Members to the Company, and any Company assets that are not sold in connection with the liquidation will be applied in the following order of priority:

- (1) To payment of the debt and satisfaction of the other obligations of the Company, including without limitation debts and obligations to Members;

(2) To the establishment of any reserves deemed appropriate by the Liquidator for any liabilities or obligations of the Company, which reserves will be held for the purpose of paying liabilities or obligations and, at the expiration of a period the Liquidator deems appropriate, will be distributed in the manner provided in Article IX(C)(3); and

(3) To the payment to the Members of the positive balances in their respective capital accounts, pro rata, in proportion to the positive balances in those capital accounts after giving effect to all allocations and all distributions under the Operating Agreement for all prior periods, including the period during which the process of liquidation occurs.

D. **Articles of Dissolution.** Upon the dissolution and commencement of the winding up of the Company, the Members shall cause Articles of Dissolution to be executed on behalf of the Company and filed with the Secretary of State, and the Members shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution of the Company.

12/16/96
Date

Kenneth L. Pollack
(Signature of Member or the Authorized
Representative of a Member)

REGISTERED AGENT ACCEPTANCE

Having been named as registered agent and to accept service of process for the above stated limited liability company at the address designated in this certificate pursuant to the provisions of section 608.415, Florida Statutes, 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.

ZINKYA III, LLC

By:

Noah Pollack
NOAH POLLACK

December 18, 1996
Date

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SCHEDULE I

Names and Addresses of Members

Bob Bacon
323 Presway Road
Timonium, MD 21093

Dennis Garber
12241 Coyle Road
Ft. Myers, FL 33905

Dan Garber
720 South West 31st Street
Palm City, FL 34990

Ken Pollack
4700 Avonwood Lane
Charlotte NC 28270

Ed Zulch
8715 Castaway Cove Court
St. Augustine, FL 32092

Chet Zaneski
1697 San Marco Road
Marco Island, FL 33937

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of Zinkya III, LLC deposes and says:

1. the above named liability company has at least two members.
2. the total amount of cash contribution by its member(s) is \$600.


KENNETH POLLACK, Manager

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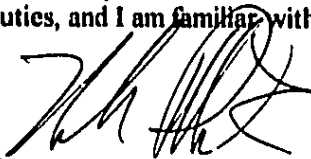
**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 OR 608.507, FLORIDA
STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS
THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED
OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the limited liability company is: ZINKYA III, LLC.
2. The name and address of the registered agent and office is:

Noah Pollack
2715 Tigertail Avenue, Apartment 102
Miami, FL 33133

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.



NOAH POLLACK

December 18, 1996
Date