

L98000001663

CAPITOL SERVICES d/b/a
PARALEGAL & ATTORNEY SERVICE BUREAU, INC.

(Requestor's Name)

1406 Hays Street, Suite 2

(Address)

Tallahassee, FL 32301 (904) 656-3992

(City, State, Zip)

(Phone #)

OFFICE USE ONLY

98 AUG 31 PM 2:40
FILED
TALLAHASSEE, FL 32301
DEPT. OF STATE

CM 300002628749--1

-08/31/98--01086--006

****201.25 ****201.25

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. Cypress Holdings LLC 300002628749--1
(Corporation Name) (Document #) -08/31/98--01086--007
****83.75 ****83.75

2. _____ (Corporation Name) (Document #)

3. _____ (Corporation Name) (Document #)

4. _____ (Corporation Name) (Document #)

☒ Walk in ☒ Pick up time

☐ Mail out ☐ Will wait

☒ Photocopy

☒ Certified Copy

☐ Certificate of Status

NEW FILINGS

<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input checked="" type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS

<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS

<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/
QUALIFICATION

<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark

RECEIVED
98 AUG 31 PM 12:10
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FL 32301

Examiner's Initials

CYPRESS HOLDINGS, L.L.C.

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY, dated as of August 27, 1998, by and among Cypress Manager, L.L.C. (the "Initial Member") and any person hereafter admitted to the Company pursuant hereto (collectively with the Initial Member, the "Members").

Preliminary Statement

The Initial Member desires to form a limited liability company under the Florida Limited Liability Company Act, 36 Fla. C. 608.401, et seq., as amended from time to time (the "Florida Act").

Accordingly, in consideration of the promises made herein, the party hereto hereby agrees as follows:

1. Name. The name of the Company is "Cypress Holdings, L.L.C."
2. Purpose. The Company is organized for the purpose of holding interests in Cypress Insurance Services, Inc., a Florida corporation, and Cypress Property & Casualty Insurance Company, a Florida corporation, and in other entities, and taking any and all action in respect thereof. The Company may engage in such other activities as are necessary or incidental to the foregoing purposes.
3. Duration. The period of duration for the Company shall be perpetual.
4. Mailing Address: Street Address. The mailing address and street address of the principal office of the Company is c/o Maida, Galloway & Neal, P.A., 300 East Park Avenue, P.O. Box 1819, Tallahassee, Florida, 32302, Attention: Clyde W. Galloway, Jr.
5. Registered Office; Registered Agent. The registered office of the Company in the State of Florida is National Corporate Research, Ltd., Inc., 1406 Hays Street, Suite #2, Tallahassee, Florida 32301. The name and address of the registered agent of the Company for service of process on the Company in the State of Florida is National Corporate Research, Ltd., Inc., 1406 Hays Street, Suite #2, Tallahassee, Florida 32301.
6. Management of the Company. (a) The business and affairs of the Company shall be managed by the Initial Member and the name and address of the Initial Member is as follows:

<u>Name</u>	<u>Address</u>
Cypress Manager, L.L.C.	c/o Maida, Galloway & Neal, P.A. 300 East Park Avenue P.O. Box 1819 Tallahassee, Florida 32302 Attention: Clyde Galloway, Jr.

(b) The Initial Member shall have the power and authority, on behalf of the Company, to take any action of any kind not inconsistent with the provisions of these Articles and to do anything and everything it deems necessary or appropriate to carry on the business and purposes of the Company, including, but not limited to:

(i) to manage and direct the business affairs of the Company, to do any and all acts on behalf of the Company and to exercise all rights of the Company with respect to its interest in any other person, corporation, partnership or other entity, including, without limitation, the voting of securities, exercise of rights, the institution, defense and settlement or compromise of suits and administrative proceedings and other like or similar matters;

(ii) to establish an office for the Company;

(iii) to hire employees, consultants, attorneys, accountants and other advisers for the Company;

(iv) to open, maintain and close bank accounts and draw checks or other orders for the payment of funds;

(v) to borrow money or obtain credit from banks, lending institutions or any other person;

(vi) to assume obligations, incur liabilities, lend money or otherwise use the credit of the Company; and

(vii) to direct the formulation of policies and strategies for, and perform all other acts on behalf of, the Company and any entities for which the Company acts as a controlling person or in other similar capacities, including Cypress Insurance Services, Inc. and Cypress Property & Casualty Insurance Company.

7. Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the earlier to occur of: (a) determination by the Initial Member; and (b) the bankruptcy, insolvency, or dissolution of the Initial Member.

8. Initial Capital Contributions; Percentage Interests. The Initial Member has made a capital contribution to the Company in the amount set forth on Exhibit A hereto. The capital account (the "Capital Account") of each Member shall be in an amount equal to such Member's initial capital contribution, adjusted from time to time for additional contributions, withdrawals, allocations of appreciation and depreciation and other appropriate items. The "Percentage Interests" of the Members in the Company are determined for each Member of the Company by dividing the amount of each Member's Capital Account by the aggregate Capital Accounts of all Members. The sum of the Percentage Interests shall equal 100 percent.

9. Additional Contributions. No Member shall have any obligation to make additional capital contributions to the Company.

10. Tax Matters. The Initial Member intends that the Company not be treated as an association for Federal income tax purposes. The Company shall maintain a capital account for

each Member in accordance with Treasury Regulation Section 1.704-1(b). The Company's taxable income and tax losses shall be allocated pro rata based on Percentage Interests. The Initial Member shall act as the "tax matters partner" within the meaning of Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended.

11. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Initial Member, in accordance with the Percentage Interests of the Members. Notwithstanding the foregoing, distributions made in connection with a sale of all or substantially all the Company's assets or a liquidation of the Company shall be made in accordance with the capital account balances of the Members within the time period set forth in Treasury Regulation Section 1.704-1(b)(2)(ii)(B)(3).

12. Admission of Additional or Substitute Members. The Company may admit substitute or additional members at the Initial Member's discretion.

13. Liability of the Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent expressly provided in the Florida Act.

14. Indemnity of Members. The Company shall indemnify, defend and hold each Member harmless from and against any claims suffered or sustained by it by reason of any acts, omissions or alleged acts or omissions by such Member on behalf of the Company within the scope of authority conferred on it by these Articles, including, any judgment, award, settlement, reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim; provided that the acts or omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were in good faith in accordance with its business judgment and did not constitute a breach or default under these Articles, a breach of fiduciary duty, or tortious or willful misconduct.

15. Restrictions on Transfer.

(a) No sale, exchange, delivery, assignment, transfer, disposal, encumbrance, pledge or hypothecation, whether voluntary, involuntary or, by operation of law, or otherwise (a "Transfer") shall be made by a Member of the whole or any part of its interest in the Company (including its interest in the capital or profits of the Company) without the prior written consent of the Initial Member.

(b) No Transfer in violation of the provisions hereof shall be valid or effective for any purpose, and no consent to one or more of the same shall be deemed consent to any other of the same.

16. Benefits of Agreement. None of the provisions of these Articles shall be for the benefit of or enforceable by any creditor of the Company or of any Member, except to the extent otherwise required by the Florida Act.

16. Headings. The titles of Sections of these Articles are for convenience of reference only and shall not define or limit any of the provisions of these Articles.

17. Governing Law. These Articles shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to conflicts of law principles of such State.

18. Amendments. These Articles may be amended only by written instrument executed by the Members.

IN WITNESS WHEREOF, the undersigned has duly executed these Articles of Organization as of the 27th day of August, 1998.

CYPRESS MANAGER, L.L.C.

By: Alan H. Fishman

Name: Alan H. Fishman

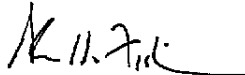
Title: Managing Member

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TALLAHASSEE, FLORIDA

**AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTION
CYPRESS HOLDINGS, L.L.C.**

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

1. the above named limited liability company has at least one member
2. the total amount of cash contributed by the member(s) is \$100
3. if any, the agreed value of property other than cash contributed by member(s) is \$
4. the amount of cash or property anticipated to be contributed by member(s) is \$100,000
5. the total amounts of 2, 3, and 4 is \$100,100



Alan H. Fishman

(In accordance with section 608.408(3), Florida Statutes, the execution of this affidavit constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

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98 AUG 31 PM 2:40
CLERK OF DISTRICT COURT
TALLAHASSEE FLORIDA

**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 SUBMITS THE
FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED
OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

98 AUG 31 PM 2:40

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1. The name of the limited liability company is:


Cypress Holdings, L.L.C.

2. The name and address of the registered agent and office is:

National Corporate Research, Ltd., Inc.
1406 Hays Street, Suite #2
Tallahassee, Florida 32301

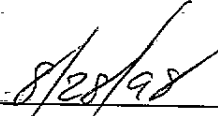
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all 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.

Signature



Martha Hill Asst. Sec.

Date



Filing Fee: \$35 for Designation of Registered Agent