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SIMON SIMON P.A.

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Division of Corporations

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10:53

TALLAHASSEE, FLORIDA

## Florida Department of State

Division of Corporations

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Sandra B. Mortham, Secretary of State

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From: Account Name : SIMON & SIMON P.A.  
Account Number : 072720000232  
Phone : (305) 670-6750  
Fax Number : (305) 670-6776

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## LIMITED LIABILITY COMPANY

RATCLIFFE ORCHIDS, LLC

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$337.50

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FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

December 1, 1998

GARY P. SIMON, ESQUIRE  
9100 S. DADELAND BLVD., SUITE 504  
MIAMI, FL 33156

SUBJECT: RATCLIFFE ORCHIDS, LLC  
REF: W98000026810

98 DEC -2 AM 10:24  
TALLAHASSEE, FLORIDA

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

① Section 608.407(1)(e), Florida Statutes, requires the articles of organization to set forth the right, if given, of the members to admit additional members and the terms and conditions of the admissions. Reference to the operating agreement/regulations is not sufficient.

② You must provide this office with the agreed value and a written description of the property and/or services you refer to in your affidavit. You may amend your affidavit to include this description include an attachment.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6913.

Diane Cushing  
Corporate Specialist

FAX Aud. #: H98000022321  
Letter Number: 698A00056889

12/2/98 Dear Diane,

As to #2 - Exhibit A is on the bottom of the Affidavit as originally filed. The \$10,000 is the agreed value for the equipment, plants and other inventory. This seems sufficient to satisfy the statutory requirements.

As to #1 - see enclosed.

Thank you. *Gary Simon*

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Division of Corporations

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From:  
Account Name : SIMON & SIMON P.A.  
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**LIMITED LIABILITY COMPANY****RATCLIFFE ORCHIDS, LLC**

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**ARTICLES of ORGANIZATION of  
RATCLIFFE ORCHIDS, LLC**

The undersigned certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit. We further declare that the following Articles shall serve as the Charter and authority for the conduct of business of the limited liability company.

**ARTICLE I  
NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of the limited liability company shall be **RATCLIFFE ORCHIDS, LLC**, and its principal office and mailing address shall be located at 2501 Sand Hill Road in the City of Kissimmee, County of Orange, State of Florida, but it shall have the power and authority to establish branch offices at any other place or places as the managers/Members may designate.

**ARTICLE II  
DURATION**

This existence of the limited liability company shall be perpetual, or until dissolved in a manner provided by law, or as provided in the Regulations and Operating Agreement adopted by the Members.

**ARTICLE III  
INITIAL REGISTERED OFFICE AND REGISTERED AGENT**

The address of the initial registered office of the limited liability company is 9100 So. Dadeland Blvd., Suite 504, City of Miami, County of Miami-Dade, State of Florida, and the name of the company's initial registered agent at that address is Gary P. Simon.

**ARTICLE IV  
PURPOSES AND POWERS**

A. In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

- . . 1. To engage in any activity or business authorized under the Florida Statutes.
- . . 2. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things set forth in these Articles to the same extent as a natural person might or could do.
- . . 3. To purchase or otherwise acquire, undertake, carry on, improve, or develop, all or any of the business, good will, rights, assets, and liabilities of any person, firm, association, or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on, pursuant to the provisions of these Articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

Gary P. Simon, Esquire  
9100 S. Dadeland Blvd., Suite 504  
Miami, Florida 33156

Telephone: 305-670-6750 Fla Bar 184309 Page -1-

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.. 4. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government, or governmental authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.

.. 5. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes, enumerated in these Articles and otherwise granted or permitted by law, while acting as agent, nominee, or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual, or other entity, and in this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

.. 6. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

B. The several clauses contained in this statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

C. Nothing contained in these Articles shall be deemed or construed as authorizing or permitting, or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under law of the State of Florida, lawfully carry on, exercise, or do.

D. All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the direction of, the managers appointed by the Members of this limited liability company. This article may be amended from time to time as provided for in the Regulations and Operating Agreement of the limited liability company by a seventy (70%) percent vote of the Members of the limited liability company.

#### ARTICLE V MANAGEMENT

This limited liability company shall be managed by 2 Managers. The names and addresses of the persons who shall serve until their successors are elected and qualified are as follows:

Names

Addresses

Gary P. Simon, Esquire  
9100 S. Dadeland Blvd., Suite 504  
Miami, Florida 33156

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Paul Phillips

c/o A World of Orchids  
2501 Old Lake Wilson Road  
Kissimmee, Fl 34747

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Mary Phillips

c/o A World of Orchids  
2501 Old Lake Wilson Road  
Kissimmee, Fl 34747**ARTICLE VI  
MEMBERSHIP RESTRICTIONS**

A. Members shall have the right to admit new Members as set forth in ~~the Regulations and~~ *Exhibit B attached hereto.*  
~~Contributions required of new Members shall be determined as of the time~~  
of admission to the limited liability company.

B. ~~Except as provided in paragraph (C) below, a Member's interest in the limited liability~~  
~~company may not be sold or otherwise transferred except with written consent of the Manager(s)~~  
if any, and if none, then with the consent of thirty per cent (30%) of the Members.

C. On the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member, or the occurrence of any other event that terminates the continued membership of a Member in the limited liability company, the remaining Members shall have the right to continue the business with the consent of thirty per cent (30%) of the remaining Members. On the death of a Member, such Member's interest may be dealt with and/or pass as provided in the Regulations and Operating Agreement.

The undersigned, being one of the original Members of the limited liability company, certifies that this instrument constitutes the Articles of Organization of **Ratcliffe Orchids, LLC**. Executed by the undersigned at Kissimmee, Florida, on NOVEMBER 20, 1998. Under penalties of perjury, the facts stated herein are true.

  
Print: Paul Phillips  
Print: Mary PhillipsJAWORK\CLIENTS\Phillips\Articles.LLC.wpd  
August 28, 1998

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TALLAHASSEE, FLORIDAGary P. Simon, Esquire  
9100 S. Dadeland Blvd., Suite 504  
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**Exhibit B****MEMBERS' INTEREST; TRANSFERS OF INTERESTS**

**7.1 Certificates of Membership Interest.** The Company shall have the power, but shall not be required, to issue certificates of Membership Interest in registered form representing ownership of an interest in the Company ("certificates"). The denominations of the certificates shall correspond to the amount of capital contributed by the member to the Company. Subject to the restrictions on transfer set forth in this Agreement, the certificate shall be transferable or interchangeable on presentation at the office of the Company, properly endorsed or accompanied by an instrument of transfer and executed by the Member or his or her authorized attorney, together with payment of any tax or governmental charge imposed upon the transfer of certificates. The Company shall replace any mutilated, lost, stolen or destroyed certificate on proper identification, indemnity satisfactory to the Company and payment of any charges incurred in the replacement. On a return of all or any portion of the capital of the Company contributed by a Member holding a certificate, the Member shall surrender the certificate or certificates for appropriate adjustment prior to receipt of his or her capital contribution.

**7.2 Transfer of Member's Interest.**

(A) Subject to the provisions herein, an interest of a Member in the Company may be transferred or assigned by (a) transfer of a certificate, if certificates have been issued by the Company, or (b) by any manner sufficient to transfer personal property under applicable law.

(B) Except as otherwise provided herein, no Member may assign, transfer, pledge or other grant a security interest in all or any of its interest in the Company without the written approval of no less than thirty per cent (30%) of the Membership Interests or without the written approval of the Manager.

(C) In no event may any person obtaining an interest in the Company by assignment, transfer, pledge or other means from an existing Member be admitted as a successor or substitute or additional Member without complying with the requirements in the Article VII. If the requirements for transfer are not obtained, the transferee of the interest of the Member shall have no right to participate in the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that member otherwise would be entitled. If an assignee becomes a Member, the assignor is not released from his or her liability to the Company under applicable Florida statutes (including but not limited to 608.4211, 608.426 and 608.4362).

(D) The Company and its Members shall be entitled to treat the record owner of an interest in the Company as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received by the Manager and accepted by the Manager (in accordance with procedures set forth in this Article VII) and recorded on the books of the Company. The Manager or Members may refuse to accept and record an assignment until

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the end of the next successive quarterly accounting period of the Company.

**7.3 Requirements for Transfer.** Every transfer of an Interest in the Company permitted hereunder, including transfers permitted under Section 7.5 shall be subject to the following requirements:

(A) The transferee shall establish that the proposed transfer will not cause or result in a breach of any agreement binding upon the Company or any violation of law, including without limitation, federal or state securities laws, and that the proposed transfer would not cause the Company to be an investment Company as defined in the Investment Company Act of 1940, as amended;

(B) The transferee shall establish to the satisfaction of the Manager or Members holding thirty per cent (30%) in Membership Interests that the transferee is financially responsible and of good character and that the transfer would not adversely affect the classification of the Company as a partnership for federal tax purposes, terminate its classification as a partnership under the Code Section 708, or have a substantial adverse effect to the Company with respect to federal income taxes payable by the Company, if any; and

(C) The transferee shall execute a counterpart of this Agreement and such other documents and instruments as may be required by the members to reflect provisions hereof.

Until the foregoing requirements are met, the Company need not recognize the transferee for any purpose under this Agreement, and until the requisite approval of the transaction in accordance with the provisions of 7.2(B) the transferee shall be entitled only to the rights of a transferee who is not a Member under the Act.

**7.4 Prohibited Transfers.** Any transfer in violation of any provisions of this Agreement shall be null and void and ineffective to transfer any interest in the Company and shall not be binding upon nor be recognized by the Company, and any such transferee shall not be treated as or deemed to be a Member for any purpose. In the event that any Member shall at any time transfer its interest in violation of any of the provisions of this Agreement, the Company and the other Members, in addition to all rights and remedies at law and equity, shall have and be entitled to an order restraining or enjoining such transaction, it being expressly acknowledged and agreed that damages at law would be an inadequate remedy for a transfer in violation of this Agreement.

**7.5 Permitted Transfers.** The following are the only permitted transfers which do not require approval of the transfer; provided however that such transfers are subject to the provisions of 7.2 (A) above:

An interest of a Member may be transferred from time to time to the spouse or issue of that Member or the spouse of such issue or a trust for such persons or the duly appointed executor, guardian or other legal representative of a Member in case of his death.

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incapacity.

**7.6 Admission of Additional or Substitute Members.** No person may be admitted as an additional or substitute Member without complying with Sections 7.2 and 7.8.

**7.7 Termination of a Member's Interest in the Company.** A Member's death, a Member becoming Bankrupt or termination of a Member's Interest in the Company shall not dissolve the Company, and such Member's legal representative shall have all the rights of the Member for the purpose of settling the Member's estate and such power as the Member possessed to transfer his Membership Interest and to join with the transferee thereof in satisfying the conditions precedent to such transferee becoming a successor or substitute Member which are set forth in this Article VII.

**7.8 Substitute or Additional Member.** A person shall only be admitted as a substitute or additional Member under this Agreement in compliance with the following:

(A) A transfer contemplated by Section 7.2 shall be made only by a written document, signed by the transferor Member and accepted in writing by the transferee, and a duplicate original of such documents shall be delivered to the Company and consented to as required by the Article VII, if required.

(B) The transferee shall execute and deliver to the Company a written agreement in form reasonably satisfactory to the Manager, pursuant to which said person agrees to be bound by this Agreement and grants the power of attorney contained in this Agreement; and

(C) The costs incurred by the Company associated with the admission of a substitute or additional Member contemplated by this Article (including reasonable attorneys fees) shall be borne by the transferee.

**7.9 Withdrawal.** No Member may withdraw or resign from the Company prior to the dissolution or winding up of the Company.

F:\WORK\CLIENTS\Phillips\Exhibit E\laArt.wpd

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State of Florida  
County of Miami-Dade

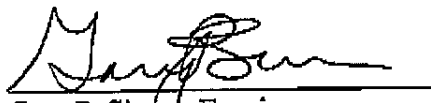
**REGISTERED AGENT STATEMENT & ACCEPTANCE**

Pursuant to the provisions of Sections 608.415 and 608.407(1)(d) of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida:  
The name of the limited liability company is **Ratcliffe Orchids, LLC**.

The name of the registered agent for **Ratcliffe Orchids, LLC** is Gary P. Simon and the street address of the company's registered office where the agent is located is 9100 So. Dadeland Blvd. Suite 504, Miami, FL 33156-7815.

This statement is to acknowledge that, as indicated above, **Ratcliffe Orchids, LLC** has appointed me, Gary P. Simon, as its registered agent to accept service of process for the company at the place designated above in this certificate. I accept this 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.

Dated Dec 1<sup>st</sup>, 1998

  
Gary P. Simon, Esquire

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of Dec., 1998 by Gary P. Simon, agent on behalf of **Ratcliffe Orchids, LLC**, a limited liability company.

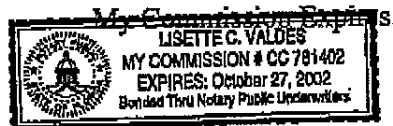
Personally known to me ✓  
Produced Identification         

Type of Identification         

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December 1, 1998

  
NOTARY PUBLIC

Printed Name



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Telephone: 305-6750 Fla Bar 184309

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State of Florida  
County of Orange

## AFFIDAVIT

*MSS*  
In compliance with FS §608.407(2), the undersigned member or authorized representative of a member of Ratcliffe Orchids, LLC deposes and says:

1. The limited liability company identified above has no less than one member.
2. The total amount of cash contributed by the members is \$ 1000.
3. If any, the agreed value of property other than cash contributed by the members is \$ 10,000. A description of the property is attached as Exhibit "A" and made a part of this affidavit.
4. The total amount of cash or property anticipated to be contributed by the members is \$ 11,000. This total includes the amounts from paragraphs 2 and 3 above.

*Paul Phillips*  
Paul Phillips

*Mary Phillips*  
Mary Phillips

*MSS*  
The foregoing instrument was acknowledged before me this 13 day of October, 1998 by Paul Phillips and Mary Phillips on behalf of Ratcliffe Orchids, LLC, a limited liability company.

Personally known to me \_\_\_\_\_  
Produced Identification yes

Type of Identification  
British Passport No.  
023317453

*Martin John Tomsett*  
NOTARY PUBLIC

*MARTIN JOHN TOMSETT*

Printed Name

My Commission Expires: on death.

Winchester, England

## Exhibit A

Equipment, plants and other inventory.

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