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ACCOUNT NO. : 072100000032

REFERENCE : 067470 4332380

AUTHORIZATION :

COST LIMIT : \$ PPP

ORDER DATE : December 16, 1998

ORDER TIME : 10:26 AM

ORDER NO. : 067470-005

CUSTOMER NO: 4332380

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-12/17/98--01017--004  
\*\*\*\*337.50 \*\*\*\*337.50

CUSTOMER: Mr. Michael R. Storace  
MICHAEL R. STORACE, P.A.  
MICHAEL R. STORACE, P.A.  
Suite 504  
5975 Sunset Drive  
Miami, FL 33143

DOMESTIC FILING

NAME: SYLVAN NURSERY FARMS, L.L.C.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION  
\_\_\_\_ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
\_\_\_\_ PLAIN STAMPED COPY  
\_\_\_\_ CERTIFICATE OF GOOD STANDING

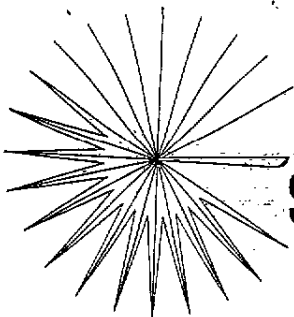
CONTACT PERSON: Sara Lea

EXAMINER'S INITIALS:

Name	mea
Availability	
Document	
Examiner	
Updater	
Udca'er	
Verfyer	
Acknowledgement	
Signature	

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
30 DEC 17 PM 1:48

RECORDED  
30 DEC 17 AM 8:49  
DIVISION OF CORPORATIONS



# SYLVAN

December 14, 1998

Secretary of State of Florida  
George Firestone Building  
409 East Gains Street  
Tallahassee Florida 32399

Re: Sylvan Nursery Farms, L.L.C.

Gentlemen:

Please be advised that Sylvan Nursery Farms, L.L.C., is a related entity to Sylvan Nursery Farms, Inc., a Florida Corporation. Since it is a related entity, we would appreciate your permitting Articles of Organization to be filed for Sylvan Nursery Farms, L.L.C. using the Sylvan Nursery Farms name. This is to constitute the authorization of Sylvan Nursery Farms, Inc. to the use of that name by Sylvan Nursery Farms, L.L.C.

Thank you for your courtesies.

Sincerely,

Sylvan Nursery Farms, Inc.

Gerald Frye, President

**ARTICLES OF ORGANIZATION  
OF  
SYLVAN NURSERY FARMS, L.L.C.**

**PREAMBLE**

The undersigned hereby adopt these Articles of Organization for the purpose of forming a Limited Liability Company under The Florida Limited Liability Company Act (Chapter 608 of the Florida Statutes).

**ARTICLE I  
NAME**

The name of this Limited Liability Company is:

**SYLVAN NURSERY FARMS, L.L.C.**

**ARTICLE II  
DURATION - DISSOLUTION**

The Company shall commence on the date of the filing of these Articles of Organization with the Florida Department of State and shall continue until the first to occur: (1) December 31, 2050; or (2) dissolution pursuant to the provisions of the Florida Limited Liability Law or the Regulations of the Company; or (3) the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or any other event which terminates the continued membership of a Member in the Company, unless the business of the Company shall be continued upon written consent of a majority of the remaining Members.

**ARTICLE III  
PURPOSE**

The purpose and business of the Company shall be to own, acquire, invest in, develop, operate, manage, lease, rent, subdivide and/or sell real estate, and/or interests therein.

**ARTICLE IV  
ADDRESS OF OFFICE AND AGENT**

**4.1 Place of Business.** The initial business and mailing address of the Company is: 21101 S. W. 134 Avenue, Miami, Florida 33177, or such other place or places as the Member may designate from time to time.

**4.2 Registered Agent.** The initial Registered Agent of the Company is: DANIEL H. DELANGE, whose address is 21101 S. W. 134 Avenue, Miami, Florida 33177.

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DIVISION OF CORPORATIONS  
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## **ARTICLE V** **MEMBERSHIP**

**5.1 Election.** New Members may be admitted only upon the unanimous written consent of the Members and in accordance with these Articles of Organization, the Regulations of the Company and upon such other times and conditions as shall be determined by all Members.

**5.2 Transfer-Assignment.** Membership in the Company may be transferred or assigned only upon the unanimous written approval of the Members. In the absence of such unanimous written approval, the transferee of the interest of any Member shall not become a Member and shall have no right to participate in the management of the business and affairs of the Company, but shall be entitled to receive only the share of the profits or losses and the return of contributions to which that transferor Member would be entitled; provided, upon the approval of the Members, provision can be made for transfer or assignment in an operating agreement.

**5.3 Limited Liability.** No Member or agent of the Company shall be liable under a judgment or decree, or order of a court, or in any other manner for a debt, obligation, or liability of the Company.

**5.4 Indemnification.** The Company shall indemnify any present or former Member, agent, or manager exercising powers or duties of a Member, to the full extent now or hereafter permitted by Law.

**5.5 Continuation of Business.** The remaining Member may, by unanimous agreement elect to continue the business of the Company upon 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 Company.

## **ARTICLE VI** **CAPITAL**

**6.1 Initial Capital.** The initial capital of the Company shall be contributions of cash having a fair market value of One Thousand (\$1,000.00) Dollars contributed by the initial Members.

**6.2 Additional Capital.** Additional contributions to the capital of the Company shall be made upon an "as needed" basis as determined by the Members, and shall be made by the Members according to their participation or as may otherwise be agreed among them but in no event shall the capital of this Company exceed Six Hundred Thousand (\$600,000.00) Dollars.

**ARTICLE VII**  
**DISTRIBUTIONS**

Each member shall share in net profits or losses from the operation of the business of the Company, and in the distribution of the property of the Company in the same proportions as that Members' participation as may be adjusted from time to time by reason of additional investments, or as may be agreed in the Regulations of the Company.

**ARTICLES VIII**  
**ASSETS**

**8.1 Title.** Real or personal property owned or purchased by the Company shall be held and owned, and conveyance shall be made, in the name of the Company.

**8.2 Conveyance.** Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company, if they are executed by the Members or by an agent or manager duly appointed pursuant to these Articles of Organization and the Regulations of the Company.

**ARTICLE IX**  
**MANAGEMENT**

**9.1 Powers.** The management of the Company shall be vested in the Members in proportion to their Participation. All Company powers shall be exercised, and the business and affairs of the Company shall be managed by and under the authority of the Members pursuant to the specific rules regarding rights and duties of Members enumerated in these Articles of Organization and the Regulations of the Company.

**9.2 Agent or Manager.** Members may appoint one or more individuals or entities as limited agents(s) or manager(s) to facilitate the business of the Company. Such agent(s) or manager(s) shall act pursuant to specific revocable written instruction of limited duration. The name and address of the initial Managers of the Company shall be:

DANIEL H. DELANGE  
21101 S. W. 134 Avenue  
Miami, Florida 33177

GERALD L. FRYE  
21101 S. W. 134 Avenue  
Miami, Florida 33177

**9.3 Vote.** Decisions on all matters shall be by majority vote of the Members unless specified to the contrary herein or in the Regulations of the Company. The vote of each Member as set forth

herein or in the Regulations of the Company shall be in proportion to the Participation of the Member.

#### **ARTICLE X** **REGULATIONS**

At the first meeting of the Members after the execution of these Articles of Organization the Members shall adopt Regulations containing provisions for the regulation and management of the affairs of the Company, not inconsistent with law or these Articles of Organization. The power to adopt, alter, amend or repeal the Regulations of the Company shall be vested in the Members. Said Regulations may be adopted in the form of an Operating Agreement.

#### **ARTICLE XI** **AMENDMENT**

These Articles of Organization, except with respect to the vested rights of the Members which shall require unanimous vote, may be amended at any time by vote of a majority of the Members. These Articles of Organization shall be amended when:

- (1) there is a change in the name of the Company or in the amount or character of the contributions to Capital;
- (2) there is a change in the character of the business of the Company;
- (3) there is a false or erroneous statement in these Articles of Organization;
- (4) there is a change in the time of dissolution of the Company as stated in these Articles of Organization;
- (5) the Members desire to make a change in any other statement in the Articles of Organization in order for it to accurately represent the agreement between them.

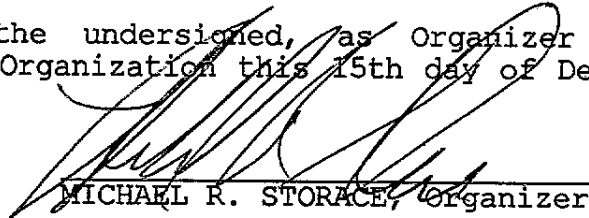
Any amendment shall be signed and sworn to by all approving Members and an amendment adding a new Member shall be signed by the Member to be added. As a condition of membership all Members agree to execute such documents as may be required to effectuate duly authorized amendments to these Articles of Organization.

#### **ARTICLE XII** **NOTICE**

All notices to the Members pursuant to these Articles of Organization shall be in writing delivered in person or, by certified mail, return receipt requested, or by telegram, facsimile or other electronic transmission to such address as may be given in

writing by said Member.

IN WITNESS WHEREOF the undersigned, as Organizer hereby executes these Articles of Organization this 15th day of December, 1998.

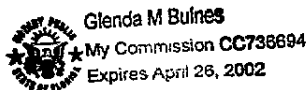
  
MICHAEL R. STORACE, Organizer

STATE OF FLORIDA}

COUNTY OF DADE }

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1998, by MICHAEL R. STORACE, who is personally known to me or has produced KNOWN TO ME as identification and who did not take an oath.

  
Notary



Glenda M. Bulnes  
Printed Name of Notary


Notary Public State of Florida  
My Commission Expires:

8740GB

SYLVAN NURSERY FARMS, L.L.C.  
CERTIFICATE OF DESIGNATION OF REGISTERED AGENT

The undersigned having been named Registered Agent to accept service of process for the above stated SYLVAN NURSERY FARMS, L.L.C., at the place designated in this Certificate, the undersigned DANIEL H. DELANGE, whose address is 13220 S. W. 208 Street, Miami, Florida 33177, does hereby accept to act in that capacity, and agrees to comply with the provisions of Florida Statutes relative thereto.

DATED: DECEMBER 15, 1998.

  
\_\_\_\_\_  
DANIEL H. DELANGE,  
Registered Agent



AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of SYLVAN NURSERY FARMS, L.L.C., deposes and says:

1. The above named limited liability company has at least one member.

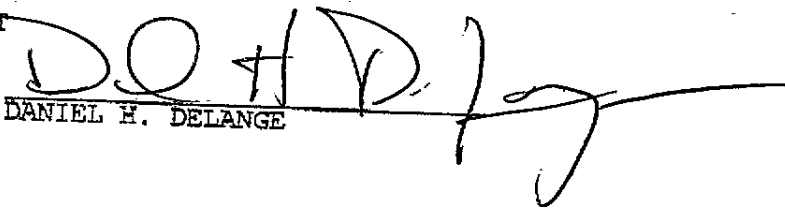
2. The total amount of cash contributed by the members is \$1,000.00.

3. If any, the agreed net value of property other than cash contributed by members after deducting the principal of existing mortgage is \$ -0-.

4. The amount of cash and/or property which may be contributed by members is not in excess of \$600,000.00.

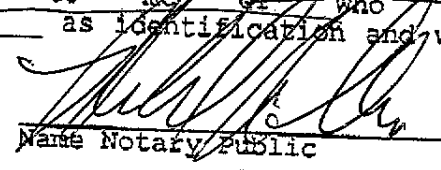
5. The total amount of 2, 3, and 4 above is \$600,000.00.

FURTHER AFFIANT SAYETH NOT

  
DANIEL H. DELANGE

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing Affidavit was sworn to and subscribed before me this 15<sup>th</sup> day of December, 1998 by DANIEL H. DELANGE and who is personally known to me or who has produced as identification and who did take an oath.

  
Name Notary Public

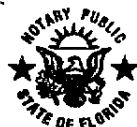
Michael R. Storage  
Print Name:

Seal and Commission  
Expiration Stamp:

8739GB



MICHAEL R STORAGE  
My Commission CC471156  
Expires Jun. 12, 1999  
Bonded by HAI  
800-422-1555



MICHAEL R STORAGE  
My Commission CC471156  
Expires Jun. 12, 1999  
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800-422-1555