

L9900000 2285



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

Vincent Forest 1 LLC

- ☐ Walk In
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☐ Will Wait
☐ Photocopy

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- ☐ Certified Copy
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(1) Principal address

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NEW FILINGS	
	Profit
	NonProfit
Name	Limited Liability
Availability	Domestication
Document	Other
Examiner	L.

AMENDMENTS	
	Amendment
	Resignation of R.A. Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

OTHER FILINGS	
Updater	Annual Report
Updater	Fictitious Name
erifyer	Name Reservation

REGISTRATION/QUALIFICATION	
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
X	Other <u>LLC</u>

of no. ledgement DCC

W.P. erifyer DCC

Ordered By: W9900000 9231

Date: _____

FILED
99 APR 22 PM 2:40
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

99 APR 19 AM 11:47
DIVISION OF CORPORATION

L9900000 2285



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

April 19, 1999

UCC FILING & SEARCH SERVICES, INC.
526 EAST PARK AVENUE
TALLAHASSEE, FL 32301

SUBJECT: VINCENT FOREST I LLC
Ref. Number: W99000009231

We have received your document for VINCENT FOREST I LLC and your check(s) totaling \$285.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain both the street address of the principal office and the mailing address of the limited liability company.

The registered agent designated must be an active Florida corporation or a foreign corporation authorized to transact business in Florida. Please correct the document.

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

Letter Number: 299A00020167

ARTICLES OF ORGANIZATION
of
VINCENT FOREST, I, LLC

a Florida Company

ARTICLE I

Name. The name of this Company is:
VINCENT FOREST, I, LLC

ARTICLE II

Period of Duration. The Company's existence shall be perpetual.

ARTICLE III

Registered Office. The initial registered office of the Company shall be 419 Cinnamon Barr Lane, Orlando, Florida, 32835, and the name of the initial registered agent of the Company shall be Direct Cable of Florida, LLC.

ARTICLE IV

Principal Office & Mailing Address. The mailing address of the Company shall be: 419 Cinnamon Barr Lane, Orlando, Florida, 32835.

ARTICLE V

Contributions. (A) The total amount of cash and a description and agreed value of property other than cash contributed is:

	<u>Description</u>	<u>Agreed Value</u>	<u>Member</u>
1.)	Guarantee of a third party loan made in favor of the Company	\$4,850.00	Taiho Entertainment, Inc.
2.)	That certain Right of Entry Cable TV Agreement and Easement, dated March 19, 1999, by and between Direct Cable of Florida, LLC and Eidland Development Corp., d/b/a Colonial Ridge Apartments	\$14,550.00	Direct Cable of Florida, LLC

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TALLAHASSEE, FLORIDA

(B) The total additional contributions, if any, agreed to be made by all members and the times at which, or the events upon the happening of which, they shall be made are as follows:

<u>Event</u>	<u>Description</u>	<u>Agreed Value</u>	<u>Member</u>
NONE			

ARTICLE VI

Additional Members. The Members may admit new Members by a majority vote of the entire membership of the Company.

ARTICLE VII

Death Retirement, Resignation, Expulsion, Bankruptcy or Dissolution of a Member. The existence of the Company shall automatically continue upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any event which terminates the continued membership of a Member in the Company, unless, within sixty (60) days after said event, three-fourths of the Members of the Company, by capital account, vote to discontinue the existence of the Company.

ARTICLE VIII

Business Purpose and Powers. The purpose of the Company's operations shall be any lawful purpose for which a Company may be organized under the laws of the State of Florida, in accordance with § 608.403, Fla. Stat., and the Company shall have all the powers granted a Company under the laws of the State of Florida, in accordance with § 608.404, Fla. Stat. From time to time the Members may provide for a specific business purpose or purposes of the Company and may limit the powers of the Company in the Regulations of the Company.

ARTICLE IX

Managers.

(A) The Company's business and affairs shall be vested in a Managing Member. The number of Managing Managers may be either increased or diminished from time to time by the Members in accordance with the Regulations of this Company, but there shall always be at least one Managing Member.

(B) Managing Members, as such, shall receive such compensation for their services, if any, as may be set by the Members at any regular or special meeting thereof.

(C) The Names and Addresses of the Managing Member who is to serve as Managing Member until the first annual meeting of the Members or until her successors is elected and has qualified is:

Name
Debbie Heron

Address
419 Cinnamon Barr Lane
Orlando, Florida, 32835

(D) Each Managing Member shall at least have attained the age of eighteen (18) years.

(E) Management Voting Power shall be apportioned among the Managing Members so that each Managing Member has one vote. Abstentions and refusals to vote shall be considered as a vote in favor of the proposed measure.

(F) At the first annual meeting of Members and at each annual meeting thereafter, the Members shall elect Managing Member(s) to hold office until the next succeeding annual meeting, except if there has been a classification of Managing Member(s). Each Managing Member shall hold office for the term for which he is elected and until his or her successor has been elected and qualified.

If, at any time, there should be six or more Managing Members, the Managing Members shall be divided into three classes, each class to be as nearly equal in number as possible, the term of office of Managing Members of the first class to expire at the first annual meeting of Members after their election, that of Managing Members of the second class to expire at the second annual meeting after their election, and that of Managing Members of the third class, to expire at the third annual meeting after their election. At each annual meeting after such classification, the number of Managing Members equal to the number of the class whose term expires at the time of such meeting shall be elected to hold office until the third succeeding annual meeting. No classification of Managing Members shall be effective prior to the first annual meeting of Members.

(G) The Managing Member(s) may, at his/their option from time to time, elect Officer-Managers with the authority and duties permitted as are permitted by the Regulations of the Company. Such Officer-Managers, if elected, shall serve until removed by the Members or the Managing Members pursuant to the Regulations of the Company and until their successors are elected and have qualified.

(H) The Company shall indemnify against any liability incurred in any proceeding an individual made a party to the proceeding because he is or was a Managing Member or an Officer-Manager if: (a) he acted and conducted himself in good faith; (b) he reasonably believed: (i) in the case of conduct in his official capacity, that his conduct was in the best interest of the Company; or (ii) in all other cases, that his conduct was at least not opposed to the best interests of the Company; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe that his conduct was unlawful. The Company shall advance the reasonable expenses incurred by a Managing Member or Officer-Manager who is a party to a proceeding if: (i) the Managing Member or Officer-Manager furnishes the Company with a written affirmation of his good-faith

belief that he has met the standard of conduction required for indemnification; (ii) the Managing Member or Officer-Manager furnishes the Company with a written undertaking, executed personally by him or on his behalf, to repay the advance if its is determined that he did not meet such standard of conduct; and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification.

The Company shall indemnify a Managing Member or Officer-Manager of the Company who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he was a party, against reasonable expenses incurred by him in connection with the proceeding.

A Managing Member or Officer-Manager who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

(I) In case one or more vacancies shall occur in the Managing Members by reason of death, resignation or otherwise, the vacancies shall be filled by the Members of this Company at their next annual meeting or at a special meeting called for the purpose of filling such vacancies; provided, however, any vacancy may be filled by the remaining Managing Member(s) until the Members have acted to fill the vacancy.

ARTICLE X

Debt. No debt shall be contracted nor liability incurred by or on behalf of the Company except by a Managing Member or Officer-Manager.

ARTICLE XI

Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Property. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company only if they are executed by a Managing Member or duly elected Officer-Manager.

ARTICLE XII

Meetings of the Members. Annual and special meetings of the Members shall be held at such time as may be stated or fixed in accordance with the Regulations of the Company. Failure to hold the annual meeting shall not work a forfeiture or dissolution of the Company.

ARTICLE XIII

Voting. Subject to the provisions of these Articles of Organization which require a super-majority, majority or unanimous consent, vote or agreement of the Members,

and except as set forth in these Articles of Organization, the Regulations may grant to all or a special group of Members the right to consent, vote or agree on a per capita or other basis upon any matter, the Members shall vote in accordance with their capital account interest in the Company. Unless the Regulations provide otherwise, a Member may vote by proxy or in person.

Unless otherwise provided in these Articles of Organization of the Regulations, a majority of the Members, by capital account, entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members, by capital account, represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by these Articles of Organization or the Regulations. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

ARTICLE XIV

Action by Members without a Meeting. Unless the Regulations provide otherwise, any action required by law, the Regulations, or the Articles of Organization of the Company to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Members, by capital account, having not less than a minimum interest in the Company that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. If any class of Members is entitled to vote thereon as a class, such written consent shall be required of the Members, by capital account, of each class of Members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

ARTICLE XV

Changes to the Regulations. Once adopted by the Members, the Regulations of the Company may only be changed upon a majority vote of the Members in favor thereof.

ARTICLE XVI

Liability of Members.

(A) A Member of the Company is liable to the Company for:

(1) the difference between the amount of the Member's contributions to capital which have been actually made and the amount which is stated in these Articles of Organization or other contract to which such Member is a party and which obligates such Member to the contribution; and

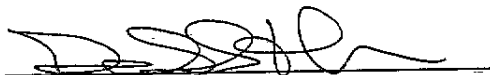
(2) any unpaid contribution to capital which the Member, in the Articles of Organization or other contract as having been made, agreed to make in the future at the time and on the conditions stated in the Articles of Organization or other contract to which such Member is a party and which obligates such Member to the contribution.

(B) Neither the Members of the Company nor the Managing Member(s) or Officer-Managers of the Company shall be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the Company.

ARTICLE XVII

Transferability of Member's Interest. The economic interest of the Members of the Company may be transferred or assigned as provided in the Regulations; provided, however, the transferee or assignee of such Member shall have no right to participate in the management of the Company or to become a Member unless the percentage of Members required by these Articles of Organization to admit a new member, without regard to the vote of the Member seeking to make the transfer or assignment, approves of the proposed transfer or assignment at duly called a meeting of the Members. Unless approved in the foregoing manner, a transferee or assignee of a Member's interest shall only be entitled to receive the share of profits or other compensation by way of income and the return of the contributions to which the transferring or assigning Member would otherwise be entitled.

IN WITNESS WHEREOF, the undersigned Members have executed these Articles of Organization this 14th day of April, 1999.



Debbie Heron
Managing Member
Direct Cable of Florida, LLC

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Vincent Forest, I, LLC

The undersigned is familiar with the obligations of the registered agent and hereby accepts the appointment to serve as the initial Registered Agent of Vincent Forest, I, LLC.

Direct Cable of Florida, LLC



Debbie Heron
Managing Member, Direct Cable of Florida, LLC

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TALLAHASSEE, FLORIDA

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTION
VINCENT FOREST, I, LLC

STATE OF FLORIDA)
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, this day personally appeared Debbie Heron, who, upon being duly sworn according to law, deposes and says as follows:

1. I am a Member of the Vincent Forest, I, LLC.
2. The Vincent Forest, I, LLC has at least one member.
3. (A) The total amount of cash and a description and agreed value of

property other than cash contributed is:

	<u>Description</u>	<u>Agreed Value</u>	<u>Member</u>
1.)	Guarantee of a third party loan made in favor of the Company	\$4,850.00	Taiho Entertainment, Inc.
2.)	That certain Right of Entry Cable TV Agreement and Easement, dated March 19, 1999, by and between Direct Cable of Florida, LLC and Eidland Development Corp., d/b/a Colonial Ridge Apartments	\$14,550.00	Direct Cable of Florida, LLC

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(B) The total additional contributions, if any, agreed to be made by all members and the times at which, or the events upon the happening of which, they shall be made are as follows:

<u>Event/Date</u>	<u>Description</u>	<u>Agreed Value</u>	<u>Member</u>
		NONE	

FURTHER AFFIANT SAITH NAUGHT.


Debbie Heron

Sworn to and subscribed before me this 14th day of April 1999, by Debbie Heron, who [is personally known to me or [produced Florida Driver's License as identification.


NOTARY PUBLIC

Print, Type or Stamp Commissioned Name of Notary Public:

CHERYL REAVES
NOTARY PUBLIC
State of Florida
CC# 503940
Expires Oct. 22, 1999