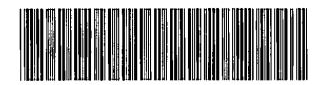
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Certified Copies	_ Certificates o	of Status
Special Instructions to Filing Officer:		

Office Use Only



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R. WHITE DEC 1 8 2020

COVER LETTER

Mailing Address:

TO: • Registration Section

Division of Corporations

Registration Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

FOR FLORIDA LIMITED LIABILITY COMPANY

Pursuant to section 605.0708, Florida Statutes, this Florida limited liability company revokes its articles of dissolution prior to the expiration of 120 days following the effective date (or file date, if no effective date) of the articles of dissolution.

The name of the company is: 1884 ROYAL LYTHAM COURT LLC		
The document number of the company isL0900058822		
The effective date the Dissolution was filed is $\frac{09/12/2020}{}$		
The revocation of dissolution was authorized on $09/12/2020$		
The restaurant was authorized on		
A converthe Articles of Discolution and the		
A copy of the Articles of Dissolution is attached.		
Linda Marie Hell Joh E. Hill		
Signature of person authorized to submit the revocation of dissolution		

Filing Fee: \$100.00

Certified Copy: \$30.00 (optional)

CR2E132 (10/15)

(Step 3 of 3) Thank you for your payment.

Please print this receipt and keep it for your records.

Tracking Number: 200352013572

Document Number : £09000058822

Payment Amount: \$25,00

Receipt Number: 3788950733

Transaction Date: 09/12/2020 01:15 PM

Payment Type:

DISC VER

Account Number: *6231

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ARTICLE 9 DISSOLUTION AND TERMINATION

- 9.01 **Events of Dissolution**. The Company shall be dissolved upon the first to occur of the following:
- (a) Any event that under the Law or the Articles requires dissolution of the Company, provided that the death, resignation, retirement, expulsion, bankruptcy, or dissolution of a Member or occurrence of any other event that terminates the continued membership of a Member in the Company shall not cause the dissolution of the Company; and
- (b) The unanimous written consent of the Members to the dissolution of the Company; and
- (c) The entry of a decree of judicial dissolution of the Company as provided in the Law.
- 9.02 <u>Liquidation</u>. Upon the dissolution of the Company, it shall wind up its affairs and distribute its assets in accordance with the Law by either or a combination of both of the following methods as the Members shall determine:
- (a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Members in proportion to their Membership Interests and in satisfaction thereof; and/or
- (b) Distributing the Company's assets to the Members in kind with each Member accepting an undivided interest in the Company's assets, subject to its liabilities, in satisfaction of his Membership Interest. The interest conveyed to each Member in such assets, subject to its liabilities, in satisfaction of his Membership Interest, shall constitute a percentage of the entire interests in such assets equal to such Member's Membership Interest.
- 9.03 Orderly Liquidation. A reasonable time as determined by the Managers not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.
- 9.04 **Distributions**. Upon liquidation, the Company assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:
- (a) First, to the payment of the debts and liabilities of the Company and the expenses of liquidation, including a sales commission to the selling agent, if any; then
- (b) Second, to the setting up of any reserves that the Manager (or the person or persons carrying out the liquidation) deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Manager (or the

person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Company shall distribute the balance thereof in the manner provided in the following subsection; then

- (c) Third, to the Members in proportion to their respective Membership Interests.
- (d) In the event, of a distribution in liquidation of the Company's property in kind, the fair market value of such property shall be determined by a qualified and disinterested appraiser, selected by the Managers (or the person or persons carrying out the liquidation), and each Member shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subsection if such property were sold at such fair market value.
- 9.05 <u>Taxable Gain or Loss</u>. Taxable income, gain and loss from the sale or distribution of Company property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in §6.08 above.
- 9.06 No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- 10.01 Attorneys' Fees. In the event any Member brings an action to enforce any provisions of this Operating Agreement against the Company or any other Member, whether such action is at law, in equity or otherwise, the prevailing party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorney's fees and court costs.
- 10.02 Notices. Whenever, under the provisions of the Law or other law, the Articles or this Operating Agreement, notice is required to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its principal office from time to time and to any other Person at his address as it appears on the records of the Company from time to time, with postage thereon prepaid. Any such notice shall be deemed to have been given at the time it is deposited in the United States mail. Notice to a Person may also be given personally or by telegram or telecopy sent to his address as it appears on the records of the Company. The addresses of the initial Members as shown on the records of the Company shall originally be

those set forth in Exhibit A hereof. Any Person may change his address as shown on the records of the Company by delivering written notice to the Company in accordance with this Section.

- 10.03 <u>Application of Florida Law</u>. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without reference to its choice of law provisions, and specifically the Law.
- 10.04 <u>Amendments</u>. No amendment or modification of this Operating Agreement shall be effective except upon the unanimous written consent of the Members.
- 10.05 <u>Construction</u>. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.
- 10.06 <u>Headings</u>. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.
- 10.07 <u>Waivers</u>. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation. from having the effect of an original violation.
- 10.08 <u>Rights and Remedies Cumulative</u>. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 10.09 <u>Severability</u>. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 10.10 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.
- 10.11 <u>Creditors</u>. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.
- 10.12 <u>Counterparts</u>. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10.13 Entire Agreement. This Operating Agreement sets forth all of the promises. agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

The undersigned, being all the Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, unanimously adopted by the Members of the Company as of the date first written above.

1884 ROYAL LYTHAM COURT, LLC

By: Fed S. Jall

MANAGER

By: Fed S. HILL, MANAGER

By: Linda Marie Hell

MEMBERS:

Linda Marie Hell

1884 ROYAL LYTHAM COURT, LLC Operating Agreement

<u>Exhibit A</u> List of Members, Capital, and Percentages

Name & Taxpayer ID#	Percentages
FREDERICK E. HILL #108-36-8099	50%
LINDA MARIE HILL #10 8 -36-9393	50%

FILED Sep 12, 2020 Secretary of State

ARTICLES OF DISSOLUTION

Pursuant to section 605.0707, Florida Statutes, this Florida limited liability company submits the following: Articles of Dissolution:

The name of the limited liability company as currently filed with the Florida Department of State: 1884 ROYAL LYTHAM COURT, LLC

The document number of the limited liability company: L09000058822

The file date of the articles of organization: June 17, 2009

A description of occurance that resulted in the limited liability company's dissolution:

NO LONGER NEEDED.

The name and address of the person appointed to wind up the company's activities and affairs:

FREDERICK E HILL 1 PRESTWICK TERRACE GLEN COVE, NY 11542 US

I/we submit this document and affirm that the facts stated herein are true. I/we am/are aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in section 817.155, Florida Statutes.

Signature: F HILL

Electronic Signature of authorized person