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R STOUT
1976 FAIRVIEW SHORES Dr
Orlando FL 32804

Office Use Only

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

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NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

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TALLAHASSEE, FLORIDA

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5/23

Limited Liability Company

Articles of Organization

We, the undersigned, who intend to form and create a Limited Liability Company, PURSUANT TO THE Statues of the State of Florida, do hereby state and certify the following:

1. The name of the Liability Company shall be STOUT REAL ESTATE LIMITED LIABILITY COMPANY.
2. The registered office of the company is located at 1976 Fairview Shores Drive, city of Orlando, state of Florida; its registered agent is Roger Stout, for service of process.
3. The principle place of business of the company is located at 1976 Fairview Shores Drive, city of Orlando, state of Florida.
4. The purpose for which the company is formed is to engage in any lawful acts or activities for which limited liability companies may be formed under the laws of the above named State.
5. The company shall have a duration of 30 years and it shall dissolve at the end of said time frame.
6. Indemnification
 - a. The company shall indemnify any person who is or was a party, who is threatened to made a party, to any threatened, pending, or completed action, suitor proceeding, whether civil, criminal, administrative, or investigative, including all appeals, by reason of the fact that he or she is or was a member, managing member, or employee of the company, or is or was a member, managing member, or employee of the company, or its or was serving at the request of the company as a director, trustee, officer, or employee of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against any and all expenses (including reasonable attorney's fees) judgments, decrees, fines, penalties, and amounts paid in settlement, which were actually and reasonable incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of molo contendere, or

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its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the company.

- b. The foregoing indemnification shall not apply in the case of an action, suit, or proceeding instituted by one or more members of the company, if the claim, matter, or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the member(s) seeking indemnization; provided, however, that such indemnification shall nonetheless apply if, in view of all the circumstances of the case, such court shall determine that such member(s) is/are fairly and reasonable entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties, and amounts paid in settlement as determined by the court.
- c. Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative, or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the company in advance of the final disposition of such action, suit, or proceeding, as authorized by a majority in interest of the members, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to indemnification by the corporation.
7. *Composition of management.* The management of the company will be vested in a board of managers, consisting of a number not more than five who are required to be members of the company, designated in accordance with the terms of the company operating agreement.
8. The names and addresses of the Mangers of the Company are as follows:

Managers	Address
Roger Stout	1976 Fairview Shores Drive Orlando, Florida 32804
Rhonda Stout	1976 Fairview Shores Drive Orlando, Florida 32804
Jarib Stout	4360 Shorecrest Drive Orlando, Florida 32804
Alexander Stout	1976 Fairview Shores Drive Orlando, Florida 32804

20.1 Unless otherwise provided by law, the liability of the members is limited to their actual capital accounts, including capital contribution each Member makes or agrees to make to the Company.

ARTICLE XXI VIOLATION OF THIS AGREEMENT

21.1 Any Member who shall violate any of the terms, conditions, and provisions of this Agreement shall keep and save harmless the Company property and shall also indemnify the other then Members from any and all claims, demands, and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand(s) the date first above written.


MANAGING MEMBER(S):

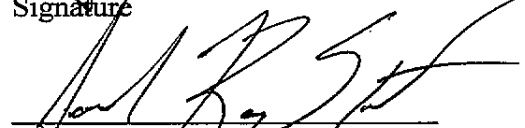

Signature


Signature

MEMBERS:


Signature


Signature


Signature


Signature

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00 MAY 17 4:10:00
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TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF ORANGE

On the 12th day of May, 2000 personally appeared
before me Roger Stout, Rhonda Stout, Jodie Stout, Alexander Stout the signer(s) of
the within instrument, who duly acknowledged to me that (s)he executed the same.



Carla Gross
My Commission CC714616
Expires February 8, 2002

Notary Public

Residing at:

My commission expires

ORANGE County

2.8.2002

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00 MAY 17 AM 10:03
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