

L02000031912

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT:

Holiday Resort Corporation LLC
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

11/26/02--01024--007 **37.50

Enclosed is an original and one(1) copy of the articles of incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee
& Certificate of Status

☐ \$78.75
Filing Fee
& Certified Copy

☒ \$87.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM:

Sugar Mill R.V. Park, L.P.
Name (Printed or typed)

325 Sugar Mill Lane
Address

Ochlocknee, GA. 31773
City, State & Zip

229-227-1451
Daytime Telephone number

611-

000006407550--0
-07/15/02--01056--010
*****87.50 *****87.50

NOTE: Please provide the original and one copy of the articles.

W-2034
11-2002



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

November 14, 2002

SUGAR MILL R.V. PARK, L.P.
325 SUGAR MILL LANE
OCHLOCKNEE, GA 31773

SUBJECT: HOLIDAY RESORT CORPORATION
Ref. Number: W02000020344

We have received your document for HOLIDAY RESORT CORPORATION and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

The fees to file a Florida Limited Liability Company or register a Foreign Limited Liability Company are as follows: \$100 filing fee; and \$25 registered agent designation fee. Please include an additional \$30 for each certified copy requested (optional) and \$5.00 for each certificate of status requested (optional).

There is a balance due of \$37.50.

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) 245-6025.

Trevor Brumbley
Document Specialist

Letter Number: 702A00061779

02 NOV 26 AM 10:04
AND
FILED



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

July 15, 2002

SUGAR MILL R.V. PARK, L.P.
325 SUGAR MILL LANE
OCHLOCKNEE, GA 31773

SUBJECT: HOLIDAY RESORT CORPORATION
Ref. Number: W02000020344

We received your check for \$87.50 for the above corporation, however there were no articles attached.

I will hold your \$87.50 validation in my pending file until I receive your articles.

Please return the original and one copy of 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) 245-6919.

Beth Register
Corporate Specialist Supervisor
New Filings Section

Letter Number: 102A00043491

FILED
AUG 1 2002
02 PM 26 AM 10:04
CLERK OF THE COURT
TALLAHASSEE, FLORIDA

**ARTICLES OF ORGANIZATION
OF
HOLIDAY RESORTS, LLC**

(A Florida Limited Liability Company managed by a Member Manager)

**THE UNDERSIGNED ORGANIZERS FOR THE BENEFIT OF INITIAL MEMBERS
IDENTIFIED BELOW FILE THESE ARTICLES OF ORGANIZATION.**

ARTICLE ONE

Name

The name of the liability company is HOLIDAY RESORTS, LLC (the "Company").

ARTICLE TWO

Duration

The Company shall commence with its formation and continue until its existence is terminated pursuant to the Operating Agreement. Except as otherwise specified in the Operating Agreement or agreed by the Members (sometimes referred to as "partners").

ARTICLE THREE

Registered Office and Agent

- 3.1 The initial registered office of the Company is located at 459 Solomon Dairy Rd. Quincy Florida, 32351**
- 3.2 The initial registered agent of the Company at its registered office is Don Nicholson.**
- 3.3 The mailing address of the Company is 459 Solomon Dairy Rd. Quincy Florida, 32351**

FILED
JAN 26 AM 10:04
CLERK OF DISTRICT COURT
STATE OF FLORIDA
QUINCY

ARTICLE FOUR

Organizers/Initial Members

4.1 The names, addresses, telephone numbers, and initial ownership percentages of the organizers are as follows:

James M. Groover	50% initial ownership
325 Sugar Mill Lane	
Ochlocknee, Georgia 31773	

Donald C. Nicholson	50% initial ownership
3983 Hwy 319N	
Norman Park, Georgia 31771	
Telephone (229) 769 - 5117	

4.2 The initial members and their initial percentages of ownership interests of the initial Members are reflected herein above. The future composition and ownership percentages will be more fully reflected in the minutes of the Member meetings or in an Operating Agreement without amending these Articles.

4.3 For Convenience, the Members may sometimes be referred to as "partners." However, they are not general partners but are members of a limited liability company.

4.4 In the event that Oxford Financial Group, Ltd. ("Oxford"), its affiliate, or an investor consummates a proposed loan and purchase agreement offered, by Global Arbitrage in exchange for a 6% interest in the Company, then the initial members have agreed to reduce their respective ownership interest not less than 47%% (James); 47% (Don).

ARTICLE 4
AND
FIVE

12/11/2011 10:04

these articles of organization and provisions of any written Operating Agreement, should one be executed.

6.5 James's M. Groover Authority: James shall, unless or until removed or replaced or until his authority is limited in writing by a 51% vote of the Members, serve as Managing Member and Chief Executive Officer for the Company with full authority to act and to execute all legal documents in behalf of the Company except to the extent expressly limited by the members in a signed writing delivered to a third party known to be dealing with the Company, and except that the acts described in Article 8 below require at least 51% written approval of the Members.

6.6 Member Powers to Limit: The Members, by 51% majority vote, have the authority to revoke, alter or limit Jimmy's authority by amendment of these articles, or by a signed writing delivered to any third party (as to dealings with that party); however, no third party need inquire beyond this document as to his authority as Managing Member and chief Executive Officer, so long as he signs in his representative capacity and affirms that he has been duly authorized by the Members to act in its behalf in the matters at hand; and that third party has not received a writing signed by a Member or other actual notice that Jimmy's authority has been limited or revoked.

6.7 Manager Accountable to Members Only: As between himself and the Members, the Chief Executive Officer is to act in accordance with their instructions and in their best interest, but no third party need inquire into his authority.

6.8 The CEO may, in his discretion, hire and fire, delegate or appoint subagents, employees, and others to act for the Company in its daily operations as long as it is within the budget guidelines approved by the Members.

6.9 Other Managers: Although no person need question or inquire into the authority of Jimmy as initial Managing Member and CEO of the company, the authority of any other person claiming to act as manager or CEO should be evidenced by a writing signed by at least 51% of the Members. In the event other managing members are elected or appointed, their authority may be limited as provided in the Operating Agreement or other document defining their appointment.

6.10 Officers: the initial members will initially hold the following offices in the Company:

02/09/25 14:10:05

AND
FIFTY

James M. Groover **Chief Executive Officer ("CEO")
Managing Member**

Donald C. Nicholson **Chief Operating & Chief Financial Officer
Officer ("COO") & ("CFO")**

6.11 Each Officer will have the rein abilities normally associated with such offices in a "for profit" corporation, together with such other responsibilities as may be defined by the Members in a subsequent Operating Agreement.

6.12 The officers serve at the pleasure of a 51% majority of the membership.

6.13 Unless otherwise provided in an Operating Agreement, officers are elected for one (1) year or until there successors are elected or appointed.

6.14 Deeds of Conveyances or other legal documents may be signed by the Chief Executive Officer ("CEO") or Chief Financial Officer ("CFO") and attested by either the COO or Vice President and Assistant Secretary, with the company seals affixed. However the Managing Member and Chief Financial Officer ("CFO") may sign such documents alone and affix the company seal to bind the company.

ARTICLE SEVEN

Indemnification

Subject to the provisions of subsection (4)(A) of O.C.G.A. Section 14-11-305, and provisions of the Operating Agreement. The Company shall Indemnify and hold harmless any member or manager or officer acting as agent within the scope of his authority from and against any and all claims and demands whatsoever arising in connection with the Company except for intentional misconduct, knowing violation of the law, or conduct resulting in a direct personal benefit in violation of the Operating Agreement.

02 JUN 26 AM 10:04
FILED

AND
FILED

ARTICLE EIGHT

Approval Rights of Members

8.1 Except as otherwise provided in a written Operating Agreement, the majority vote or consent of at least 51% of the members shall be required to approve the matters set forth in subsection (b) of O.C.G.A. Section 14-11-308, namely, the following matters:

8.1.1 The dissolution of the limited liability company under paragraph (3) of Code Section 14-11-60;

8.1.2 The merger of the limited liability company under subsection (a) of Code Section 14-11-903;

**8.1.3 This section is for sale, exchange, lease, or other transfer of all or substantially all of the assets of the limited liability company.
(For the purposes of this paragraph, assets shall be deemed to be less than all or substantially all a limited liability company's assets if the value of the assets does not exceed two-thirds of the value of all of the assets of the limited liability company and the revenues represented or produced by such assets do not exceed two-thirds of the total revenues of the limited liability company; provided, however, that this paragraph shall not create any inference that the sale, exchange, lease, or other transfer of asset exceeding the amounts described in this paragraph is the sale of all or substantially all of the assets of the limited liability company);**

8.1.4 The admission of any new member of the limited liability company under subsection (b) of Code Section 14-11-505 (without limitation of the foregoing, upon death of any member, if the estate chooses to sell its interest it shall be offered for sale to the company, then to the other members, pro rata, at fair market value as per the books of the company. The estate of the deceased shall, at election of the buyer, owner finance up to 2/3 (66.67%) of the price for three (3) years at Wall Street Journal prime plus one percent (1%);

8.1.5 an amendment to the articles of Organization under Code Section 14-11-210 or an amendment to a written Operating Agreement;

8.1.6 Action under subsection (b) of Code Section 14-11-402 to reduce or eliminate an obligation to make a contribution to the capital of the limited liability company;

APPROVED
AND
FILED

NOV 25 11:10:05

8.1.7 Action to approve a distribution under Code Section 14-11-404; or

8.1.8 Action to continue a limited liability company under paragraph (4) of Code Section 14-11-602

8.1.9 Action to borrow money, pledge Company assets as security, for debt, to sell and convey real property, or to buy real property, other than in the ordinary course of business.

8.1.10 The Managing Member alone or any combination of members holding 51% may execute any documents to bind the company to sell and convey real property marketed and sold by the Company in the ordinary course of business, or two (2) officers may sign and affix the company seal as set forth above in Article Six (6).

ARTICLE NINE

Operating agreement

9.1 Articles to Act as Initial Operating Agreement: In the absence of a separation Operating Agreement, or until a separate Operating Agreement is signed by all members, the Company shall be governed only by these Articles of

Organization, including the following special operating provisions:

9.1.1 These Articles, when ratified in writing by all initial Members, shall constitute the initial Operating Agreement.

9.1.2 The Company shall be managed James M. Groover as Managing Member (aka "Manager") Chief Executive Officer. He may open bank accounts, sign checks, and make withdrawals, and distribute profits, collect debts, negotiate and enter into contracts, enforce debts, and generally handle all the day-to-day operations of the Company without need for meetings or signatures by others. However, other members or employees may also be delegated authority to act for the Company by appropriate signature cards or other delegations by a document signed by at least 51% of the Members, electing them as officers or otherwise to positions of authority.

APPROVED
AND
FILED
02 Nov 26 AM 10:04
RECEIVED
CLERK OF COURT
JAMES M. GROOVER

9.1.3 The Company shall be deemed to have commenced operating on the date of filing of these Articles of Organization.

9.1.4 The initial major assets of the Company are funds or assets contributed by the members for startup costs and for the funding of acquisition of assets desired by the Company.

9.1.5 James M. Groover, as Managing Member, and each member may recover her or his out-of-pocket cost including those of travel, telephone calls, and copies incurred in good faith while acting for the Company. The Managing and other officers shall receive such compensation as voted and agreed by at least 51% of the Members.

9.1.6 The Company will indemnify each Member and its managing Member and each officer from any personal Liability for good faith actions undertaken within the scope of his authority.

9.1.7 The managing member shall report at least monthly for the first 12 months and quarterly thereafter to the Members on the state of the Company, and the Members shall meet annually to conduct Company business.

9.1.8 In the event the Members fail to agree on any matter, a 51% vote shall control.

9.1.9 Any member may call a meeting, after giving reasonable notice to the others.

9.1.10 Meetings may be held anywhere the Members all agree. In the absence of contrary agreement, they shall be held at 4857 McMillan Road , Ochlocknee, Thomas County, Georgia 31773.

9.1.11 Each initial Member has provided its consideration for the formation of this Company.

9.1.12 The CFO, or in the absence of a CFO, the Manager, shall keep or hire someone to keep membership accounts in the manner customarily kept for Members as

02 NOV 26 AM 10:05
FILED
AM
F11770
SECRETARY OF STATE
TALLAHASSEE FL 32399

membership or as partnership capital account in a limited liability company having multiple members treated as limited liability partners.

9.1.13 The CFO or, in the absence of a CFO, the Manager, shall keep or cause someone to keep the books of account and all other books and records of the Company and provide necessary information to each Member in sufficient time and quality to allow each Member to file all necessary tax returns in a timely manner.

9.2 Other Operating Agreement: The Members reserve the right to enter into and execute one (1) or more Operating Agreements to further define their relationship, to give direction to or remove, replace or limit the authority of the Managing Member, or to take any other action provided, however, that any such agreement must be evidenced by a writing signed by Members holding 51% ownership interest in the Company after notice to all members and reasonable opportunity for all Members to review and comment either personally or in writing on the proposal or proposed Operating Agreement.

9.3 Amendment to Operating Agreement: Any amendments to any Operating Agreement shall be adopted in the manner provided in that Operating Agreement or, if none is provided, then in the manner prescribed for adoption of any Operating Agreement.

9.4 Written delegation of Authority: Any Operating Agreement or power of attorney or other delegation of authority to a Member or nonmember must be in writing and signed.

ARTICLE TEN

Purpose

10.1 The Company is organized for profit and for any lawful purpose or purposes not specially prohibited to limited liability companies under the laws of the State of Florida, including but not limited to the purposes stated herein.

10.2 The Company as a limited liability company to provide, initially, a vehicle for its members to engage in the business of entering into commercial contracts for acquisition, development, construction, purchase, sales, management and leasing of residential and commercial real estate and all things incidental thereof, and to engage in any other lawful business approved by the members, and to have the legal benefits of limited personal liability accorded by operating as a limited liability company.

APPROVED
AND
FILED
02 NOV 25 AM 10:05
SECRETARY OF STATE
FLORIDA

IN WITNESS WHEREOF, the undersigned execute these Articles of Organization this 19th
day of November, 2002.

ORGANIZERS:

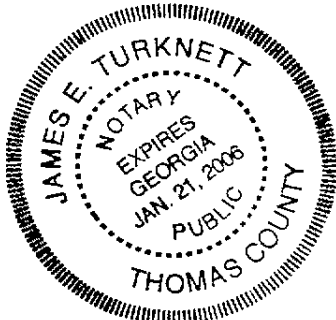
James M. Groover
James M. Groover.
50% Member

Donald C. Nicholson
Donald C. Nicholson
50% Member

Willi Berton
Witness

Sworn to and subscribed before me this 19th day of November 2002
By the above - described affiants.

James E. Turknett
Notary Public
My Commission Expires: 6/21/06
(Notary Seal Affixed)



APPROVED
AND
FILED
02 NOV 26 AM 10:05
CLERK OF COURT
HALL COUNTY, GEORGIA

Registered Agent Document

Holiday Resorts, L.L.C.
A Florida Limited Liability Company

November 19, 2002

The initial registered office of the Company is located at 459 Solomon Dairy Road in Quincy, Florida 32351.

The initial registered agent of the Company at its registered office is Don Nicholson.

The mailing address of the Company is 459 Solomon Dairy Road in Quincy, Florida 32351.



Don Nicholson, Registered Agent
Holiday Resorts, L.L.C.

FILED
AHE
02 NOV 26 AM 10:05
SEC. OF STATE
TALLAHASSEE, FLORIDA