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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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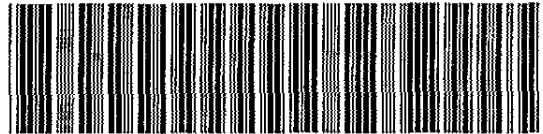
(Business Entity Name)

(Document Number)

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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 162034 9034A

AUTHORIZATION :

COST LIMIT : \$ PREPAID

ORDER DATE : July 9, 2003

ORDER TIME : 10:18 AM

ORDER NO. : 162034-005

CUSTOMER NO: 9034A

CUSTOMER: Lawrence Borns, Esq
Mr. Lawrence W. Borns, Esq

412 North Halifax Avenue

Daytona Beach, FL 32118

DOMESTIC FILING

NAME: RIVERSIDE PLAZA HOTEL, LLC

EFFECTIVE DATE:

____ ARTICLES OF INCORPORATION
____ CERTIFICATE OF LIMITED PARTNERSHIP
XX ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Darlene Ward - EXT. 1135

EXAMINER'S INITIALS: _____

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ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is: Riverside Plaza Hotel, LLC

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

1829 Riverside Drive

Titusville, Florida 32780

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

The name and the Florida street address of the registered agent are:

Raymond H. Smith

Name

1829 Riverside Drive

Florida street address (P.O. Box **NOT** acceptable)

Titusville

FL 32780

City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

Raymond H. Smith

Registered Agent's Signature

(An additional article must be added if an effective date is requested)

Raymond H. Smith

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Raymond Smith

Typed or printed name of signee

Filing Fees:

\$100.00 Filing Fee for Articles of Organization

\$ 25.00 Designation of Registered Agent

\$ 30.00 Certified Copy (Optional)

\$ 5.00 Certificate of Status (Optional)

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Articles of Organization
Operating Agreement
OF

The undersign, to form a Limited Liability Company under Florida Statutes, certify that:

1. The name of the limited liability company shall be

Riverside Plaza Hotel LLC

2. The name of the agent for service of process for the Company in Florida shall be
Raymond H Smith 1829 Riverside Drive, Titusville, Florida 32780

3. The business of the Company shall be managed by the members of the LLC in accordance with the terms of these articles of organizations, the operating agreement, and Florida Law. There shall be at least one manager. The number of members and managers may vary from time to time. Managers shall be members.

4. There shall be one initial member and at least one manager. The name of the members of the Company are:

H.
Raymond Smith
1829 Riverside Drive
Titusville, Florida 32780

5. The Company shall exist until the first of the following events
 - a. The year 2028
 - b. Filing of articles of dissolution, upon agreement of all members.

6. Business Purpose. The Company is organized to engage in any business permitted by law.

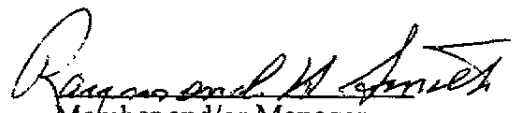
7. Members.

- a. The interest and rights of each member (including the right to vote and the right to share in the Company's profits, losses and capital) shall be set forth in an operating agreement.
- b. Upon the occurrence of any event which terminates the membership of a member of the Company (Including death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member) the remaining members may continue the business of the Company as provide in the operating agreement or as otherwise unanimously agreed upon by the members (other than the member whose interest has been terminated).

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- c. New members may be added to the Company as set forth in the operating agreement or as otherwise agreed upon unanimously by those who are members at the time the new member or members are added.
8. Non-Assessable Membership. Except as specifically provided otherwise in the operating agreement, the members of the Company shall not be subject to assessment for any purpose, including the payment of debts of the Company, after the amount of the initial contribution has been paid in money, property or service.
9. Limited Liability. No member or manager shall be personally liable to the Company or its members for any act or omission arising from his or her failure to exercise due care regarding the management of the Company, or for any other breach of fiduciary duty, except for any act or omission which involves intentional misconduct, fraud, or knowing violation of law. The Company may indemnify and/or advance funds to a manager or members to defend a civil or criminal action.
10. Amendment. These Articles may be amended only by a vote of members holding fifty-one percent (51%) of the voting membership interest of the Company.
11. Transaction With Interested Members or Managers. The Company may enter into any business transaction in which a member, manager or employee has a personal interest, whether directly or indirectly, if:
- The transaction is an arms-length transaction entered into in good faith by all parties; and
 - The Company is benefited by the transaction and cannot enter into an equivalent transaction under more favorable terms; and
 - The personal interest in the transaction is fully disclosed to the Company by the interested member, manager, or employee; and
 - The transaction is approved by the management.

Dated this 28th day of January, 2003


Member and/or Manager
Raymond Smith