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U5/25/04--U1011--U02 **125.00



ARTICLES OF ORGANIZATION

OF

RIFFRAFF CULINARY SERVICES, LLC

ON THE 28 PARTS. The undersigned, pursuant to the provisions of Chapter 608 of the Florida Statutes "Florida Limited Liability Company Act"), for the purpose of forming a Limited Liability Con under the laws of the State of Florida do set forth the following:

1. NAME.

The name of the Limited Liability Company is RIFFRAFF CULINARY SERVICES, LLC, (hereinafter referred to as the "Company").

1. PERIOD OF DURATION.

The period of duration of the Company shall be from the date of filing of its Articles of Organization until the first to occur of the following:

- The date that is seventy-five (75) years from the date of filing of the Articles (i) of Organization with the Department of State, State of Florida; or
- Dissolution of the Company pursuant to the provisions of the Florida Limited (ii) Liability Act; or
- the mutual written agreement of a majority in capital interest of the (iii)By Members.

2. PURPOSE.

The purpose for which the Company is organized is to engage in any and all businesses and activities permitted by the laws of the State of Florida. The Company shall have all of the powers vested in a limited liability company organized and existing by virtue of such laws.

3. <u>ADDRESS OF PLACE OF BUSINESS</u>.

The mailing address for the Company is 459 W. College Avenue, Tallahassee, FL 32301, and the street address of the place of business for the Company is 459 W. College Avenue, Tallahassee, FL 32301. Such address may be changed from time to time as provided in the Operating Agreement.

4. **REGISTERED AGENT.**

The initial registered agent in Florida for the Company is Philip Michael Riffe, and the initial registered office is located at 459 W. College Avenue, Tallahassee, FL 32301.

5. <u>CAPITAL CONTRIBUTIONS</u>.

Contributions to the capital of the Company shall be made by the Members, from time to time, in the manner prescribed by a written Operating Agreement to be made and entered into by the Members, and which may be amended from time to time in accordance with its terms.

6. **MEMBERS**.

The Company shall have at least one (1) Member, and may admit additional members upon the prior unanimous written agreement of the then existing Members, or as otherwise provided in the Operating Agreement.

7. **CONTINUITY OF BUSINESS.**

Upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company, the business of the Company shall be continued and the Company shall not be dissolved without the prior written consent of all the remaining Members of the Company.

8. MANAGEMENT.

The Members may elect one or more managers in the manner provided in the Operating Agreement. Any such Manager shall have the powers and authority expressly granted under the Operating Agreement. The initial Manager appointed by the Members is Philip Michael Riffe.

. 9. INDEMNIFICATION.

Except as expressly provided otherwise in the Operating Agreement, the Company shall indemnify any Member, Manager, former Member or former Manager to the full extent permitted under the Florida Limited Liability Company Act.

Executed at Tallahassee, Florida, in the 24

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24th day of August, 2004, by Philip Michael Riffe, as Member and Manager of Riffraff Culinary Services, LLC, who is personally known to me or who has taken an oath.

NOTARY PUBLIC - STATE OF FLORIDA

My Commission Expires:



STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24th day of August, 2004, by Olivia Riffe, as Member of Riffraff Culinary Services, LLC, who is personally known to me or who has taken an oath.



NOTARY PUBLIC - STATE OF FLORIDA My Commission Expires:

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24 day of August, 2004, by James Webber Riffe, as Member of Riffraff Culinary Services, LLC, who is personally known to me or who has taken an oath.

Kendrah G. Watson Commission # DD337211 Expires October 26, 2008

NOTARY PUBLIC - STATE OF FLORIDA

My Commission Expires: