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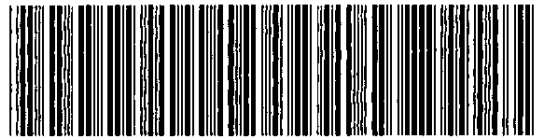
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 14, 2010

WILLIAM E STURTZ
4475 44TH STREET SOUTH
ST PETERBURG, FL 33711

SUBJECT: B&R FLORIDA KEYS RENTALS, LLC
Ref. Number: L10000001918

We have received your document for B&R FLORIDA KEYS RENTALS, LLC and your check(s) totaling \$30.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

We are enclosing the proper form(s) with instructions for your convenience.

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) 245-6097.

Marsha Thomas
Regulatory Specialist II

Letter Number: 010A00001138

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: B & R FLORIDA KEYS RENTALS LLC
Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Articles of Correction and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

WILLIAM E. STURTZ
Name of Person

B & R FLORIDA KEYS RENTALS
Firm/Company

4475 49TH ST. S.
Address

ST. PETERSBURG, FL 33711
City/State and Zip Code

WE, STURTZ @ VERIZON.NET
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

WILLIAM "BILL" STURTZ at (727) 647-7716
Name of Person Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

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

Enclosed is a check for the following amount:

- ☒ \$25 Filing Fee ☐ \$30 Filing Fee & Certificate of Status ☐ \$55 Filing Fee & Certified Copy ☐ \$60 Filing Fee, Certificate of Status & Certified Copy

CR2E062 (08/05)

ALREADY HAVE FILING FEE

Amended and Restated - January 20, 2010

**ARTICLES OF ORGANIZATION
OF
B&R Florida Keys Rentals, LLC**

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TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby make, acknowledge, and file the following Articles of Organization.

ARTICLE I

The name of the limited liability company shall be B&R Florida Keys Rentals, LLC. The members agree to execute this Operating Agreement and hereby acknowledge for good and valuable consideration receipt thereof. It is the intention of the members that this Operating Agreement shall be the sole source of agreement of the parties.

ARTICLE II

The mailing address and street address of the principal office of the company is 4475 44th Street South, St. Petersburg, Florida 33711. It is the purpose of the Company to engage in boat, equipment and cottage rentals, boat rehab including sales and service. The foregoing purposes and activities will be interpreted as examples only and not as limitations, and nothing therein shall be deemed as prohibiting the Company from extending its activities to any related or otherwise permissible lawful business purpose which may become necessary, profitable or desirable for the furtherance of the company objectives expressed above.

ARTICLE III – DURATION

The company shall commence its existence on the date these articles of organization are filed by the Florida Department of State or on another effective date as specified. The company's existence shall terminate not later than, 2035, unless:

- a) The term is extended by amendment of the Operating Agreement, Members shall have the right to continue the business of the Company and may exercise that right by the unanimous vote of the remaining Members within ninety (90) days after the occurrence of the described below.
- b) The company is dissolved by a majority vote of the membership.
- c) The death, resignation, expulsion, retirement, bankruptcy, incapacity or any other event that terminates the continued membership of a Member of the Company.
- d) Any event which makes it unlawful for the business of the Company to be carried on by the Members.
- e) Any other event causing the dissolution of a Limited Liability Company under the laws of the state of Florida.

Amended and Restated - January 20, 2010

ARTICLE IV – REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the company in the state of Florida is William E. Sturtz, 4475 44th Street South, St. Petersburg, Florida 33711. Managing members may change the registered agent or registered office at any time, by filing the necessary documents with the appropriate state agency. Should managing members fail to act in this regard, any member may file such notice of change in registered agent or registered office.

ARTICLE V - CAPITAL CONTRIBUTION

1. **INITIAL CONTRIBUTIONS.** Each member shall contribute to the Company capital prior to or simultaneously with, the execution of this Agreement. Each Member shall have made initial capital contributions in the following amounts:

Name of Member	Value of Capital Contribution
William E. Sturtz	\$7,000 Cash \$10,000 Property/Assets (Two Boats)
Ron Rosenthal	\$7,000 Cash \$10,000 Property/Assets (Boat & Truck)

No interest shall accrue on initial capital contributions.

2. **ADDITIONAL CAPITAL CONTRIBUTION.** If management decides that additional capital contributions are necessary for operating expenses or to meet other obligations, notice must be sent to each Member setting forth each Member's share of the total contribution. Such notice must be in writing and delivered to the Member at least ten (10) business days prior to the date the contribution is due. Any such additional capital contribution is strictly voluntary and any such commitment is to be considered a loan of capital by the Member to the Company. Such additional capital contribution does not in any way increase percentage of membership interest. This loan shall bear interest at one-fourth (1/4) points above the current prime rate. Any loan under this subsection shall be paid in full before any distributions are made under Article IV.

3. **THIRD PARTY BENEFICIARIES.** Nothing in the foregoing sections is intended to benefit any creditor or third party to whom obligations are owed without the expressed written consent of the Company or any of its Members.

4. **CAPITAL ACCOUNTS.** A capital account shall be established by the Company for each Member. The capital account shall consist of:

- a) The amount of the Member's Capital Contributions to the Company including the fair market value of any property so contributed to the Company or distributed by the Company to the Member.
- b) Member's share of net profits or net losses and of any separate allocations of income, gain (including unrealized gain), loss or deduction. The maintenance of capital accounts shall at all times be in accordance with the requirements of state law.

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5. ADDITIONAL PROVISIONS:

- a) Capital accounts shall be non-interest bearing accounts.
- b) Until the dissolution of the company, no Member may receive Company property in return for Capital contributions.
- c) The liability of any member for the losses or obligations incurred by the Company shall be limited to: Payment of capital contributions when due, pro rata share of undistributed Company assets and only to the extent required by law, any previous distributions to that Member from the Company.

ARTICLE VI - PROFITS, LOSSES ALLOCATIONS AND DISTRIBUTIONS

1. **ALLOCATIONS.** Net profits, losses, gains, deductions and credits from operations and financing shall be distributed among the Members in proportion to their respective interest and at such time as shall be determined by the Members.
2. **DISTRIBUTIONS.** Management may make distributions annually or more frequently if there is excess cash on hand after providing for appropriate expenses and liabilities. Such interim distributions are allocated to each Member according to percentage of membership interest.

ARTICLE VII - MANAGEMENT

1. **MANAGING MEMBERS.** The names and addresses of Managing Members are:

William E. Sturtz
4475 44th Street South
St. Petersburg, Florida 33711

Ron Rosenthal
9110 Pine Crest Drive NE
Mineral City, Ohio 44656

Managing Members shall make decisions regarding the usual affairs of the Company. A majority vote of the membership shall name as many managers as the Membership deem necessary and the membership shall elect one Chief Operating Manager who is responsible for carrying out the decisions of the managers.

2. **NUMBER OF MANAGERS.** The membership may elect one, but not fewer than one, manager.
3. **TERM OF OFFICE.** The term of office is not contractual but continues until:
 - a) A fixed term of office, as designated by the membership, expires.
 - b) The manager is removed with or without cause, by a majority vote of the membership.
 - c) The dissociation of such manager.
4. **AUTHORITY OF MANAGERS.** Only managing members and authorized agents shall have the power to bind the Company. Each managing member is authorized on the Company's behalf to:
 - a) Purchase, or otherwise acquire, sell, develop, pledge, convey, exchange, lease or otherwise dispose of Company assets wherever located.
 - b) Initiate, prosecute and defend any proceeding on behalf of the Company.
 - c) Incur and secure liabilities and obligations on behalf of the Company.
 - d) Lend, invest or re-invest company assets as security for repayment. Money may be lent to members, employees and agents of the Company.
 - e) Appoint officers and agents, and hire employees. It is also the province of management to define duties and establish levels of compensation. Management compensation will be

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determined by majority Membership vote.

- f) Execute and deliver all contracts, conveyances, assignments, leases, subleases, franchise and licensing agreements, promissory notes, loans, security agreements or any other kind relating to Company business.
 - g) Establish pensions, trusts, life insurance, incentive plans or any variation thereof, for the benefit of any or all current or former employees, members and agents of the Company.
 - h) Make charitable donations in the Company's name.
 - i) Seek advice from members not part of elected management, although, such advice need not be heeded.
 - j) Supply, upon the request of any Member, information about the Company or any of its activities including but not limited to, access to company records for the purpose of inspecting and copying company books, records and materials in the possession of management. The Requesting Member shall be responsible for any expenses incurred in the exercise of these rights set forth in this document.
5. **STANDARD OF CARE AND EXCULPATION.** Any member of management must refrain from engaging in grossly negligent, reckless or intentional misconduct. Any act or omission of a member of management that results in loss or damage to the company or Member, if done in good faith, shall not make the manager liable to the Members.

ARTICLE VIII - TAX AND ACCOUNTING MATTERS

- 1. **BANK ACCOUNTS.** Management shall establish bank accounts, deposit company funds in those accounts and make disbursements from those accounts.
 - 2. **ACCOUNTING METHOD.** The cash method of accounting shall be the accounting method used to keep records of receipts and disbursements.
 - 3. **TMP. A Tax Matter Partner** shall be designated by the management of the company as designated by the IRS Code.
 - 4. **YEARS.** The fiscal and tax years of the Company shall be chosen by management.
 - 5. **ACCOUNTANT.** An independent accountant shall be selected by management. Primary Accountant is Fielder and Company, Certified Public Accountant located at 13902 North Dale Mabry, Tampa, Florida 33618, telephone number (813) 961-0990. All records subject to second review by
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ARTICLE IX - MEMBER DISSOCIATION

- 1. Upon the first occurrence of any of the following events, a person shall cease to be a member of the Company:
 - a) The bankruptcy of the member.
 - b) The death or court-ordered adjudication of incapacity of the member.
 - c) The withdrawal of a member with the consent of a majority vote of the remaining membership.
 - d) The dissolution and winding up of the non-corporate business member including the termination of a trust.
 - e) The filing of a Certificate of Dissolution by the corporate member.
 - f) The complete liquidation of an estate's interest in the LLC.
 - g) The expulsion of the member with the majority consent of the remaining membership.

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h) The expiration of the term specified in Article I, section 6.

2. **OPTION TO PURCHASE INTEREST.** In the event of dissociation of a Member, the Company shall have the right to purchase the former Member's interest at current fair market value.

ARTICLE X - DISPOSITION OF MEMBERSHIP INTERESTS

1. PROHIBITIONS

- a) No membership interest, be it a sale, assignment, exchange, transfer, mortgage, pledge or grant, shall be disposed of if the disposition would result in the dissolution of the Company without full compliance with all appropriate state and federal laws.
- b) No member may in any way alienate all or part of his membership interest in the Company be it through assignment, conveyance, encumbrance or sale, without the prior written consent of the majority of the remaining members. Such consent may be given, withheld or delayed as the remaining members see fit.

2. **PERMISSIONS.** A Member may assign his membership interest in the Company subject to the provisions in this article. The assignment of membership interest does not in itself entitle the assignee to participate in the management of the Company nor is the assignee entitled to become a member of the Company. The assignee is not a substitute member but only an assignee of membership interest and as such, is entitled to receive the income and distributions the assigning member would have otherwise received.

3. **SUBSTITUTE MEMBERSHIP.** Only upon the unanimous consent of the remaining members may an assignee of membership interest become a substitute member and be entitled to all rights associated with the assignor. Upon such admission, the substitute member is subject to all restrictions and liabilities of a Member.

ARTICLE XI - MEETINGS

1. **VOTING.** All members shall have the right to vote on all of the following:

- a) The dissolution of the Company.
- b) The merger of the Company.
- c) Any transaction involving any potential conflict of interest.
- d) An amendment to the Articles of Organization or to the Operating Agreement.
- e) The transfer or disposition of all Company assets outside the ordinary course of business.

2. **REQUIRED VOTE.** Unless a greater vote is required by statute or the Articles of Organization, an affirmative vote of the majority of the membership shall be required.

3. MEETINGS.

- a) The manager(s) shall hold an annual meeting at a time and place of their choosing.
- b) Special meetings of the membership may be called at any time by the manager(s) or by at least ten (10%) of the membership interest of all members. Written notice of such meeting must be provided at least sixty (60) business days prior and not later than ten (10) days before the date of the meeting. A member may elect to participate in any meeting via telephone.

4. **CONSENT.** In the absence of an annual or special meeting and in the absence of a vote, any action required to be taken may be permitted with the written consent of the members having not less than the minimum number of votes required to authorize such action at a meeting.

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ARTICLE XII - DISSOLUTION AND TERMINATION

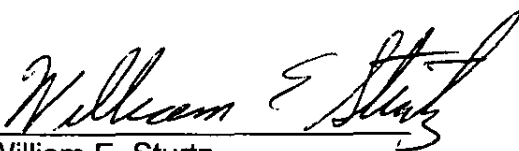
In the event a dissolution event occurs the remaining membership shall have the option to elect to continue the company as defined by Article I, Section 6.

1. **MERGER.** In the event the election to continue the company following a dissolution event is not obtained, a majority vote of the remaining members may elect to reconstitute the Company through merger with and into another Limited Liability Company pursuant to applicable state law.
2. **WINDING UP.** If the members do not elect to continue the Company or reconstitute it, the Manager or other person selected by a majority vote of the membership shall wind up the Company.
3. **FINAL DISTRIBUTIONS.** After all Company assets have been liquidated and all Company debts have been paid, the proceeds of such liquidation shall be distributed to members in accordance with their capital account balance. Liquidation proceeds shall be paid within 120 days of the end of the Company's taxable year or, if later, within 120 days after the date of liquidation.
4. **DISSOLUTION.** Upon completion of the winding up period, the Manager or other person selected shall file with the Secretary of State the Certificate of Dissolution or its equivalent and any other appropriate documents as required by law.

IN WITNESS WHEREOF, the parties hereto make and execute this Operating Agreement on the dates set below their names, to be effective on the date first above written.

Signed and Agreed this 20th day of January, 2010.

By
Manager:


William E. Sturtz

Managing Member:


Ron Rosenthal

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