

Division of Corporations

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## FLORIDA LIMITED LIABILITY CO. Babaji Shivram Cagle Econolodge LLC

Certificate of Status	0
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**ARTICLES OF ORGANIZATION  
OF  
BABAJI SHIVRAM CAGLE ECONO LODGE LLC**

The undersigned, an authorized representative of a prospective member, desiring to form a limited liability company under the Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes, does hereby adopt the following Articles of Organization:

**ARTICLE I - NAME**

The name of the limited liability company is Babaji Shivram Cagle Econolodge LLC (the "Company").

**ARTICLE II - ADDRESS**

The street address of the principal office and the mailing address of the Company are:

1452 Aspenwood Drive  
Jacksonville, Florida 32211

**ARTICLE III - PURPOSE**

The Company is organized for the purpose of performing all lawful business permitted under the laws of the United States and of the State of Florida.

**ARTICLE IV - DURATION AND EXISTENCE; EFFECTIVE DATE**

The Company will exist perpetually. These Articles of Organization shall be effective on July 27, 2018, unless the filing of these Articles of Organization occurs more than five (5) business days thereafter, in which event the effective date shall be the date of filing of these Articles of Organization with the Secretary of State of the State of Florida.

**ARTICLE V - CONTINUATION OF LIMITED LIABILITY COMPANY**

So long as the Company continues to have at least one remaining member, the death, retirement, resignation, expulsion, bankruptcy or dissolution of any member or the occurrence of any other event that terminates the continued membership of any member shall not cause the Company to be dissolved, and upon the occurrence of any such event, the Company shall be continued without dissolution. At any time there are no members, the Company shall not be dissolved and shall not be required to be wound up if, within one (1) year after the occurrence of the event that terminated the continued membership of the last remaining member, the personal representative or other legal representative of the last remaining member agrees in writing to continue the Company and agrees to the admission of the personal representative or other legal representative of such member or its nominee or designee to the Company as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member.

Prepared by:  
Driver, McAfee, Hawthorne & Diebenow, PLLC  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202  
904-301-1269

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**ARTICLE VI - REGISTERED OFFICE AND AGENT**

The Company hereby (i) designates 1452 Aspenwood Drive, Jacksonville, Florida 32211 as the street address of the Company's registered office, and (ii) names Ridhi K. Davada as the Company's registered agent at that address to accept service of process within the State of Florida.

**ARTICLE VII - MANAGEMENT AND AUTHORITY**

The Company shall be a manager-managed company. Pursuant to Section 605.04074, Florida Statutes, no member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to incur debt or contractual liability on behalf of the Company solely by virtue of being a member.

**ARTICLE VIII - MANAGER**

The following individual shall serve as the manager of the Company until her successor is duly elected or appointed and qualified pursuant to the applicable terms and provisions of the Company's Operating Agreement, or until the earlier of such manager's death, resignation or removal:

Ridhi K. Davada  
1452 Aspenwood Drive  
Jacksonville, Florida 32211

**ARTICLE IX - INDEMNIFICATION**

(a) The Company shall indemnify any person who is or was a party to any proceeding by reason of the fact that such person is or was a manager, member or officer of the Company or its subsidiaries, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as a manager, member or officer of the Company or its subsidiaries. To the fullest extent not prohibited by law, the Company shall advance indemnification expenses for actions taken in the capacity of such person as a manager, member or officer within twenty (20) days after receipt by the Company of (1) a written statement requesting such advance, (2) evidence of the expenses incurred, and (3) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is ultimately determined that such person is not entitled to be indemnified against such expenses.

(b) The Company by action of its manager(s), in her, his, its or their sole discretion, may indemnify any person who is or was a party to any proceeding by reason of the fact that such person is or was an employee or agent of the Company or its subsidiaries, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as an employee or agent of the Company or its subsidiaries. The Company by action of its manager(s), in her, his, its or their sole discretion, may advance indemnification expenses for actions taken in the capacity of such person as an employee or agent after receipt by the Company of (1) a written statement requesting such advance, (2) evidence of the expenses incurred, and (3) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is ultimately determined that such person is not entitled to be indemnified against such expenses. Absent specific action by the manager(s), the authority granted to the manager(s) in this paragraph (b) shall create no rights in the persons eligible for indemnification or advancement of expenses and shall create no obligations of the Company relating thereto.

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IN WITNESS THEREOF, the undersigned has hereunto set her hand and seal this 27<sup>th</sup> day of July, 2018.

R.K. Davada

Ridhi K. Davada, Authorized Representative

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### ACCEPTANCE OF REGISTERED AGENT

The undersigned (i) agrees to act as registered agent for the Company named above, to accept service of process at the place designated in these Articles of Organization, and to comply with the provisions of Chapter 605, Florida Statutes, and (ii) acknowledges that the undersigned is familiar with, and accepts, the obligations of such position.

Dated: July 27, 2018

*R.K. Davada*

Ridhi K. Davada

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