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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

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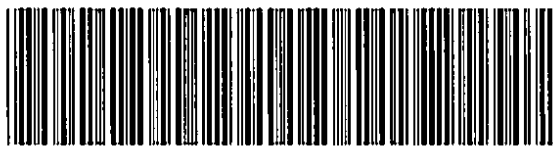
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



200357162302

01/04/21--01002--015 \*\*180.00

2021 DEC 30 PM 1:56  
2021 DEC 30 PM 1:13

## **Filing Cover Sheet**

to: Florida Division of Corporations

from: TAYLOR SEAY C/O Capitol Services, Inc.

date: 12/30/2020

trans#: 1172639

**Entity Name:** GORDON RIVER HOTEL ASSOCIATES, GP (FL) CONVERTING INTO GORDON RIVER  
HOTEL ASSOCIATES, LLC (FL)

Articles Incorporation ( )

Articles of Dissolution ( )

Conversion (XX)

Foreign Qualification ( )

Limited Partnership ( )

Reinstatement ( )

Other ( )

Articles of Amendment ( )

Annual Report ( )

Fictitious Name ( )

Limited Liability ( )

Merger ( )

Withdrawal / Cancellation ( )

**STATE FEES PREPAID WITH CHECK#2055 FOR \$180.00**

### **LEASE RETURN:**

**Certified Copy (XX)**

**Plain Photocopy ( )**

**Good Standing ( )**

**Certificate of Fact ( )**



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 4, 2021

2021 JAN 12 PM 2:35

[CAPITOL SERVICES]

SUBJECT: GORDON RIVER HOTEL ASSOCIATES, LLC  
Ref. Number: W21000000271

We have received your document for GORDON RIVER HOTEL ASSOCIATES, LLC and your check(s) totaling \$180.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The incorrect form for the conversion was submitted to our offices. Please fill out the form that is sent back to you to go with the articles of organization.

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) 245-6052.

Jessica A Fason  
Regulatory Specialist II

Letter Number: 121A00000067

[\*\*\*PLEASE PROVIDE THE  
ORIGINAL SUBMISSION DATE OF  
12/30/2020\*\*\*]

[www.sunbiz.org](http://www.sunbiz.org)

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

## COVER LETTER

**TO:** New Filing Section  
Division of Corporations

**SUBJECT:** GORDON RIVER HOTEL ASSOCIATES, LLC  
(Name of Resulting Florida Limited Company)

The enclosed Articles of Conversion, Articles of Organization, and fees are submitted to convert an "Other Business Entity" into a "Florida Limited Liability Company" in accordance with s. 605.1045, F.S.

Please return all correspondence concerning this matter to:

BRUCE D. GREEN, ESQ.

(Contact Person)

GREEN SCHOENFELD & KYLE LLP

(Firm/Company)

1380 ROYAL PALM SQUARE BOULEVARD

(Address)

FORT MYERS, FLORIDA 33919

(City, State and Zip Code)

brucegreen@gskattorneys.com

E-mail Address: (to be used for future annual report notifications)

For further information concerning this matter, please call:

BRUCE D. GREEN at ( 239 ) 936-7200

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount: (All checks processed by this office must be payable in US dollars and drawn on a bank located in the United States)

☐ \$150.00 Filing Fees  
(\$25 for Conversion  
& \$125 for Articles  
of Organization)

☐ \$155.00 Filing Fees  
and Certificate of  
Status

☒ \$180.00 Filing Fees  
and Certified Copy

☐ \$185.00 Filing Fees,  
Certified Copy, and  
Certificate of Status

**Mailing Address:**

New Filing Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

New Filing Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**Articles of Conversion**  
For  
**"Other Business Entity"**  
Into  
**Florida Limited Liability Company**

The Articles of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity"** into a **Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is:  
GORDON RIVER HOTEL ASSOCIATES GP

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a GENERAL PARTNERSHIP  
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of FLORIDA  
(Enter state, or if a non-U.S. entity, the name of the country)

on 4/20/2005  
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the attached Articles of Organization:  
GORDON RIVER HOTEL ASSOCIATES, LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date: DECEMBER 31, 2020  
(The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar days after the date this document is filed by the Florida Department of State.)  
**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

2020 DEC 30 PM 1:13

Signed this 27 day of January 2021.

**Signature of Authorized Representative of Limited Liability Company:**

Signature of Authorized Representative:



Printed Name: TIMOTHY G. YOUNGQUIST Title: MANAGER

**Signature(s) on behalf of Other Business Entity: [See below for required signature(s)]**

Signature:

Printed Name: TIMOTHY G. YOUNGQUIST

Title: GENERAL PARTNER

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**If Florida Corporation:**

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

**If Florida General Partnership or Limited Liability Partnership:**

Signature of one General Partner.

**If Florida Limited Partnership or Limited Liability Limited Partnership:**

Signatures of ALL General Partners.

**All others:**

Signature of an authorized person.

**Fees:**

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

## AGREEMENT AND PLAN OF CONVERSION

This Agreement and Plan of Conversion is made as of the last date written below, by and among:

- (i) Gordon River Hotel Associates, a Florida general partnership (the "Partnership");
- and
- (ii) Gordon River Hotel Associates, LLC, a Florida limited liability company (the "Company").

The Partnership and the Company are collectively referred to herein as the "Constituent Companies."

### Recitals

WHEREAS, the parties desire to adopt a plan of reorganization;

WHEREAS, the Constituent Companies deem it advisable that the Partnership be converted into the Company, a limited liability company organized under the laws of the State of Florida, pursuant to this Agreement and in accordance with the applicable laws of the State of Florida;

WHEREAS, at or prior to the Effective Date as hereinafter defined, the Partnership's partners shall each surrender his or her partnership interest in the Partnership (collectively, the "Partnership Interest") and will acquire from the Company the units of the Membership Interest (collectively, the "Membership Interest") necessary to complete the conversion provided for herein.

### Operative Provisions

#### 1. The Conversion

**1.1. The Partnership.** Upon the Effective Date (as defined in Section 9) of the conversion, the separate existence of the Partnership shall cease; all of the Partnership Interest shall be exchanged for and converted into units of the Membership Interest, as hereinafter provided; and upon the filing of a Certificate of Conversion, certified as to the requisite Member approval, with the Secretary of State of Florida, the Company shall possess all of the rights, privileges, immunities, powers, and purposes, and all of the property, real and personal, causes of action, and every other asset of the Partnership, and shall assume and be liable for all of the liabilities, obligations, and penalties of the Partnership, in accordance with the Florida Revised Uniform Partnership Act (the "Act") and the Florida Revised Limited Liability Company Act (the "Florida Act").

**1.2. The Company.** Following the conversion, the existence of the Company shall continue unaffected and unimpaired by the conversion, with all of the rights, privileges, immunities, and powers, and subject to all of the duties and liabilities, of a professional limited liability company organized under the laws of the State of Florida. The Statement of Qualification and Partnership Agreement of the Company, as in effect immediately prior to the

Effective Date, shall continue in full force and effect, and, except as provided in Section 6, shall not be changed in any manner by the conversion. The members and managers of the Company immediately prior to the Effective Date shall continue as the members and managers of the Company.

## **2. Conversion of Unit of Partnership Interest**

**2.1. Conversion Ratio.** Each unit of the Partnership Interest immediately prior to the Effective Date shall, without any action on the part of the Company, be converted into one (1) unit of the Membership Interest, and the converted interest of the Partnership shall be thereupon extinguished.

**2.2. Exchange of Certificates.** As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates that prior thereto represented units of the Partnership Interest, if any, shall surrender the same to the Company as exchange agent for all such holders (the "Exchange Agent"), and such holders shall be entitled upon such surrender to receive in exchange therefore certificates representing the number of whole units of the Membership Interest into which the units of the Partnership Interest theretofore represented by the certificate or certificates so surrendered shall have been converted. Adoption of the Agreement by the partners of the Partnership shall constitute ratification of the appointment of the Company as Exchange Agent.

**2.2.1.** Until so surrendered, each outstanding certificate, if any, that, prior to the Effective Date, represented the Partnership Interest, shall be deemed for all company purposes to evidence ownership of the number of whole units of the Membership Interest into which the shares of the Partnership Interest presented thereby prior to such Effective Date shall have been converted.

**2.2.2.** After the Effective Date and until the outstanding certificates formerly representing units of the Partnership Interest, if any, are so surrendered, no distribution payable to holders of record of the Membership Interest shall be paid to the holders of such outstanding Partnership Interest in respect thereof. Upon surrender of such outstanding certificates, however, there shall be paid to the holders of the certificates for the Membership Interest issued in exchange therefore the amount of distributions, if any, that theretofore became payable with respect to such full units of the Membership Interest, but that have not theretofore been paid on such units. No interest shall be payable with respect to the payment of any distribution.

## **3. Representations and Warranties of the Partnership**

**3.1. Company Organization and Good Standing.** The Partnership is a limited liability partnership duly organized, validly existing, and in good standing under the laws of the State of Florida, and is qualified to do business as a foreign limited liability partnership in each jurisdiction, if any, in which its property or business requires such qualification.

**3.2. Capitalization.** The Partnership's issued and outstanding units of Partnership Interests are fully paid and non-assessable, and are held solely by the partners of the Partnership.



There are no options, warrants, or rights outstanding to purchase units of the Partnership Interests from the Partnership.

**3.3. No Violations.** Consummation of the conversion will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of the Partnership is subject or by which the Partnership is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on the Company's properties, business operations, or financial condition.

**3.4. Authorization.** Execution of this Agreement has been duly authorized and approved by the Partnership's partners.

#### **4. Representations and Warranties of the Company**

**4.1. Company Organization and Good Standing.** The Company is a professional limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, and is qualified to do business as a foreign limited liability company in each jurisdiction, if any, in which its property or business requires such qualification.

**4.2. Capitalization.** The Company's issued and outstanding units of Membership Interest are fully paid and non-assessable, and are held solely by the members of the Company. There are no options, warrants, or rights outstanding to purchase units of the Membership Interest from the Company.

**4.3. Absence of the Company Liabilities.** Prior to the Effective Date, the Company will have engaged only in the transactions contemplated by the Agreement, will have no material liabilities, and will have incurred no obligations except in connection with its performance of the transactions provided for in this Agreement.

**4.4. No Violations.** Consummation of the conversion will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of the Company is subject or by which the Company is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on the Company's properties, business operations, or financial condition.

**4.5. Authorization.** Execution of this Agreement has been duly authorized and approved by the Company's members.

#### **5. Covenants of the Partnership**

The Partnership covenants and agrees that between the date of this Agreement and the Effective Date:

**5.1. Registration Statement, Statement of Qualification and Partnership Agreement.** No change will be made in the Partnership's Registration Statement, Statement of Qualification

or Partnership Agreement.

**5.2. Capitalization.** The Partnership will not make any changes in its authorized or issued units of Partnership Interest, declare or pay any distribution, or issue, encumber, purchase, or otherwise acquire any of its units of Partnership Interest.

**5.3. Partnerships Meeting.** The Partnership will submit this Agreement to the partners as contemplated by Section 8 and will use its best efforts to obtain the requisite partners' approval.

**5.4. Conduct of Business.** The Partnership will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of the Company, enter into any material commitment except in the ordinary course of business.

## **6. Covenants of the Company**

The Company covenants and agrees that between the date of this Agreement and the Effective Date:

**6.1. Articles of Organization and Operating Agreement.** No change will be made in the Company's Articles of Organization or Operating Agreement.

**6.2. Capitalization.** The Company will not make any changes in its authorized or issued units of Membership Interest, declare or pay any distribution, or issue, encumber, purchase, or otherwise acquire any of its units of Membership Interest.

**6.3. Members' Meeting.** The Company will submit this Agreement to the members' meeting contemplated by Section 9 and will use its best efforts to obtain the requisite member approval.

**6.4. Conduct of Business.** The Company will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of the Partnership, enter into any material commitment except in the ordinary course of business.

## **7. Access**

From the date hereof to the Effective Date, the Constituent Companies shall provide each other with such information and permit each other's partners, managers, and representatives such access to its properties and books and records as the other may from time to time reasonably request. If the conversion is not consummated, all documents received in connection with this Agreement shall be returned to the party furnishing the same, and all information so received shall be treated as confidential.

## **8. Conditions Precedent to Obligations of the Partnership**

The Partnership's obligation to consummate this conversion shall be subject to the fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by the Partnership:

**8.1. Representations and Warranties of the Company.** The representations and warranties of the Company set forth in Section 4 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

**8.2. Covenants of the Company.** The Company shall have performed all covenants required by this Agreement to be performed by either on or before the Effective Date.

**8.3. Partner and Member Approval.** This Agreement shall have been adopted by the necessary vote of holders of the units of Partnership Interest and units of Membership Interest of the Constituent Companies as set forth herein.

## **9. Conditions Precedent to Obligations of the Company**

The obligations of the Company under this Agreement are subject to the fulfillment, before or on the Effective Date, of each of the following conditions, unless waived in writing by the Company:

**9.1. Representations and Warranties of the Partnership.** The representations and warranties of the Partnership set forth in Section 3 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

**9.2. Covenants of the Partnership.** The Partnership shall have performed all covenants required by this Agreement to be performed by either on or before the Effective Date.

**9.3. Partner and Member Approval.** This Agreement shall have been adopted by the necessary vote of holders of the units of Partnership Interest and units of Membership Interest of the Constituent Companies as set forth herein.

## **10. Termination**

**10.1. Circumstances of Termination.** This Agreement may be terminated (notwithstanding approval by the partners or members of any party hereto):

**10.1.1.** By the mutual consent in writing of the partners of the Partnership and the members of the Company.

**10.1.2.** By the partners of the Partnership, if any condition provided in Section 8 hereof has not been satisfied or waived on or before the Effective Date.

10.1.3. By the members of the Company if any condition provided in Section 9 hereof has not been satisfied or waived on or before the Effective Date.

10.1.4. By the partners or members of either the Partnership or the Company if the Effective Date has not occurred by December 31, 2021.

10.2. **Effect of Termination.** In the event of a termination of this Agreement pursuant to Section 10.1 hereof, each party shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any of its partners, members, or managers) shall be liable to any other party for any costs, expenses, damage, or loss of anticipated profits hereunder.

## 11. **Effective Date of Conversion**

11.1. After adoption and approval of this Agreement by the partners of the Partnership in accordance with the requirements of applicable law, and upon satisfaction of each of the conditions set forth in Sections 8 and 9 (unless waived in accordance with this Agreement) and in the absence of any facts that would give any party hereto a right to terminate this Agreement (which right has not been waived), and at such time as shall be agreed upon in writing by the Company, and the Partnership (or if no such agreement has been reached, then on the twentieth (20th) business day after the meeting of partners of the Partnership at which this Agreement is approved), an executed counterpart of this Agreement, certified as to the requisite partner approval, shall be submitted for filing with the Florida Secretary of State.

11.2. The Effective Date of this conversion is December 31, 2020 (the "Effective Date").

## 12. **General Provisions**

12.1. **Law Applicable.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

12.2. **Parties Bound.** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, assigns, creditors, receivers and all holders or possessors of any units of the Constituent Companies' Partnership Interest or Membership Interest, including, but without limitation thereto, assignees, transferees, pledgees, mortgagees, donees, trustees, and all other Persons with notice or knowledge, or chargeable with such notice or knowledge, of the provisions hereof.

12.3. **Further Action.** The parties hereto agree to take and perform such actions and execute, acknowledge, and deliver such other instruments or documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

12.4. **Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter contained herein, and supersedes any prior understanding or agreement, whether written or oral, between the parties with respect to the subject matter contained herein.

**12.5. Notice.** Whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, signed by or on behalf of the party giving the notice, and shall be deemed to have been given when delivered by personal delivery or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to whom such notice is to be given (or at such other address as shall have been stated in a previous notice similarly given).

**12.6. Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts shall collectively constitute one and the same Agreement which may be sufficiently evidenced by one counterpart.

**12.7. Costs of Enforcement.** If any action at law or in equity (including any appellate proceeding) is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to legal and accounting fees, costs, and disbursements in addition to any other relief to which such party may be entitled.

**12.8. Authority.** All provisions, terms, and conditions of this Agreement have been duly consented to, ratified, approved, and adopted by the board of directors of the parties, and appropriate authority has been delegated to the undersigned officers of the parties to execute this Agreement.

**12.9. Waiver.** Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

**12.10. Brokers.** Each party represents to the other party that no broker or finder has acted for it in connection with this Agreement and agrees to indemnify and hold harmless the other party against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by said party.

**12.11. Headings.** The headings of the various Sections herein contained are intended for case of reference only and are not to be construed as evidence of the intent as to the content thereof.

**12.12. Interpretation.** In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation that written documents be construed against the party preparing the same shall not be applicable.

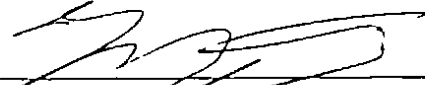
**12.13. Time of the Essence.** Time is of the essence of this Agreement.

**12.14. Effect of Agreement.** This Agreement supersedes any provision of the Registration Statement, Statement of Qualification or Partnership Agreement, Articles of Organization or the Operating Agreement of the parties and other documents and agreements presently in effect as they relate the conversion and to the other matters covered herein.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last below written.

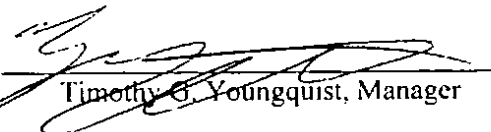
**PARTNERSHIP:**

Gordon River Hotel Associates, GP, a Florida  
general partnership

By:   
Timothy G. Youngquist, General Partner

**COMPANY:**

Gordon River Hotel Associates, LLC, a Florida  
limited liability company

By:   
Timothy G. Youngquist, Manager

**Articles of Organization**

**of**

**Gordon River Hotel Associates, LLC**

**A Florida Limited Liability Company**

1. **Name.** The name of this limited liability company is Gordon River Hotel Associates, LLC (the "Company"), and it shall be formed as a Florida limited liability company under Chapter 605, Florida Statutes.

2. **Duration.** The Company shall exist from the date of filing of these Articles of Organization with the Florida Secretary of State, and the Company's existence shall be perpetual.

3. **Purpose.** The Company is organized for the purpose of transacting all lawful activities and businesses that may be conducted by a limited liability company under the laws of the State of Florida.

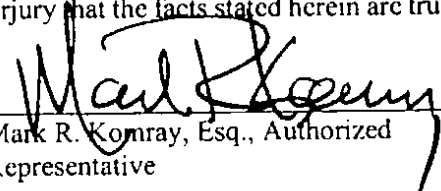
4. **Place of Business.** The mailing address of the Company's principal office is 1221 5<sup>th</sup> Avenue, South Naples, Florida 34102, and the street address of the Company's principal office is 1221 5<sup>th</sup> Avenue, South Naples, Florida 34102.

5. **Registered Agent and Office.** The name of the initial registered agent of the Company is Law Offices of Mark R. Komray, Esq., PLLC. The street address of the initial registered agent of the Company is 15465 Pine Ridge Road, 2<sup>nd</sup> Floor, East Wing, Fort Myers, Florida 33908.

6. **Management of the Company.** The Company shall be managed by a Manager or Managers and is, therefore, a manager-managed company. The initial Managers of the Company shall be:

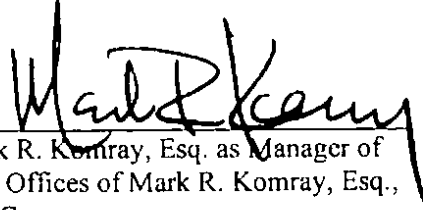
- (i) Harvey B. Youngquist, Sr.;
- (ii) Timothy G. Youngquist;
- (iii) Harvey B. Youngquist, Jr.;
- (iv) Brett A. Youngquist; and
- (v) Trista Sue Kragh.

The undersigned executed these Articles of Organization effective as of December 31, 2020. In accordance with the Act, the execution of these Articles of Organization constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

  
Mark R. Komray, Esq., Authorized  
Representative

**Acceptance by Registered Agent**

Having been named Registered Agent and designated to accept service of process for Gordon River Hotel Associates, LLC, at the place designated herein, and being familiar with the obligations of that position, the Law Offices of Mark R. Komray, Esq., PLLC hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the duties of the Registered Agent.

A handwritten signature in black ink, appearing to read "Mark R. Komray", is written over a horizontal line.

Mark R. Komray, Esq. as Manager of  
Law Offices of Mark R. Komray, Esq.,  
PLLC

Dated: December 31, 2020

2020 DEC 30 PM 1:12