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FLORIDA LIMITED LIABILITY CO.
Fenney Restaurant Group, LLC

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**ARTICLES OF ORGANIZATION
OF
FENNEY RESTAURANT GROUP, LLC**

SECTION 1 INTRODUCTION AND PRELIMINARY STATEMENTS

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Florida by delivering these Articles of Organization to the Division of Corporations of the State of Florida, in accordance with Chapter 605: Florida Revised Limited Liability Act (the *Act*).

SECTION 2 NAME

The name of the limited liability company is Fenney Restaurant Group, LLC, a Florida limited liability company (*Company*).

SECTION 3 DURATION

The Company will perpetually exist from the filing date of these Articles of Organization with the Division of Corporations of the State of Florida, unless dissolved according to law.

SECTION 4 COMPANY'S PURPOSE

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

SECTION 5 COMPANY'S PRINCIPAL OFFICE AND LOCATION OF RECORDS

The street address of the principal office in the United States where the Company maintains its records is 3210 Fenney Way, The Villages, Florida 32163.

SECTION 6 REGISTERED AGENT AND REGISTERED OFFICE

The Company's initial Registered Agent is Jeffrey P. Skates, and the Company's initial registered office is located at 1028 Lake Sumter Landing, The Villages, Florida 32162.

SECTION 7 REGISTERED AGENT CONSENT

I, Jeffrey P. Skates, a natural person and resident of Florida, accept the appointment as Registered Agent of Fenney Restaurant Group, LLC, a Florida limited liability company. I understand that my responsibilities as Registered Agent are to receive service of process, notices, and demands; to

forward mail; and to notify the Division of Corporations immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: 9/22, 2022.


Jeffrey P. Skates, Registered Agent

SECTION 8 ORGANIZER'S NAME AND ADDRESS

The Organizer's name is Chad Prilliman, a natural person whose address is 27212 Orange Avenue, Yalaha, FL 34797.

SECTION 9 MEMBERS

The names of the Members are:

Chad Prilliman

Lisa Prilliman

SECTION 10 ADDITIONAL CONTRIBUTIONS

The Operating Agreement specifies the times and amounts of additional contributions to the Company.

SECTION 11 ADDITIONAL MEMBERS

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interest in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

SECTION 12 BUSINESS CONTINUATION

If a Member's membership in the Company is terminated by an event, the remaining Members of the Company have the right to continue the Company's business under the terms of the Operating Agreement. A terminating event may include the Member's death, disability, retirement, resignation, withdrawal, expulsion, or bankruptcy. If the remaining Members fail to continue the Company's business according to the terms of the Operating Agreement, the Company must be dissolved and liquidated under the Act and the Operating Agreement.

SECTION 13 OPERATING AGREEMENT AND AUTHORITY

To the extent not expressly required by and provided for in the Act, the manner in which the Company conducts its business and affairs, the duties and authority of its Members and Managers.

and the rights and obligations of its Members and Managers must be set forth in the Operating Agreement adopted by the initial Members and Managers of the Company. This Operating Agreement may be amended from time to time according to its provisions.

SECTION 14 MANAGEMENT

Management of the Company is vested in the Managers. The Managers have exclusive authority to act for the Company in all matters. The authorities and duties of the Managers are set forth in the Operating Agreement. The names of the initial Managers are:

Chad Prilliman

Lisa Prilliman

SECTION 15 INDEMNIFICATION AND LIABILITY

As determined by the Managers of the Company, the Company may indemnify and advance expenses to a Member, Manager, employee, or agent of the Company in connection with any proceeding, to the extent permitted by applicable laws and statutes, the Act, and the Company's Operating Agreement.

SECTION 16 TRANSFERABILITY OF INTEREST

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on: Sep 20, 2022.



Chad Prilliman, Organizer

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