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FLORIDA LIMITED LIABILITY CO.

Phloat Boats, LLC

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**ARTICLES OF ORGANIZATION
OF
PHLOAT BOATS, LLC**

SECTION 1 INTRODUCTION AND PRELIMINARY STATEMENTS

The undersigned organizer (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 Florida Revised Limited Liability Company Act, Chapter 605, Florida Statutes (Act).

SECTION 2 NAME

The name of the limited liability company is Phloat Boats, LLC, a Florida limited liability company (LLC).

SECTION 3 DURATION

The LLC 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 LLC'S PURPOSE

The LLC'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 LLC has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

SECTION 5 LLC'S PRINCIPAL OFFICE AND LOCATION OF RECORDS

The street address of the principal office in the United States where the LLC maintains its records is 2160 US 441 #27, Fruitland Park, Florida 34731.

SECTION 6 REGISTERED AGENT AND REGISTERED OFFICE


The LLC's initial Registered Agent is Jeffrey P. Skates, and the LLC'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 Phloat Boats, 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: February 29, 2024.



Jeffrey R. Skates, Registered Agent

SECTION 8 ADDITIONAL CONTRIBUTIONS

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

SECTION 9 ADDITIONAL MEMBERS

The LLC has the right to admit additional Members to the LLC under the terms and conditions of the LLC's Operating Agreement. Any Member who is later admitted as a Member of the LLC 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 LLC must be treated as an Assignee until that transferee is admitted as an additional or substitute Member, if ever, under the Operating Agreement.

SECTION 10 BUSINESS CONTINUATION

If a Member's Interest in the LLC is terminated by a terminating event, the remaining Members of the LLC have the right to continue the LLC'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 LLC's business according to the terms of the Operating Agreement, the LLC must be dissolved and liquidated under the Act and the Operating Agreement.

SECTION 11 OPERATING AGREEMENT AND AUTHORITY

To the extent not expressly required by and provided for in the Act, the manner in which the LLC conducts its business and affairs, the duties and authority of its Members and Manager, and the rights and obligations of its Members and Manager must be set forth in the Operating Agreement adopted by the initial Members and Manager of the LLC. This Operating Agreement may be amended from time to time according to its provisions.

SECTION 12 MANAGEMENT

Management of the LLC is vested in the Manager. The Manager has exclusive authority to act for the LLC in all matters. The authorities and duties of the Manager are set forth in the Operating Agreement. The name of the initial Manager is:

Phillips Management Co., Inc.

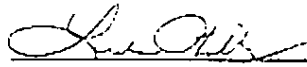
SECTION 13 INDEMNIFICATION AND LIABILITY

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

SECTION 14 TRANSFERABILITY OF INTEREST

Interests in the LLC are nontransferable except as specifically set forth in the LLC's Operating Agreement.

Signed on: February 20, 2024.



Linda Phillips, Organizer

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