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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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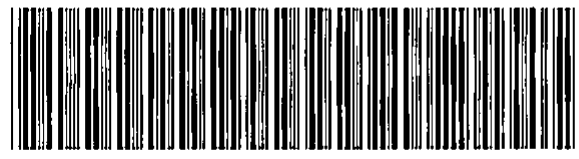
(Business Entity Name)

(Document Number)

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12/13/24--01002--013 **30.00

FILED
24 DEC 13 PM 12:23
FILING OFFICE
2024 DEC 13 PM 12:23

**: Registration Section
Division of Corporations**

SUBJECT:

Name of Limited Liability Company

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

ase return all correspondence concerning this matter to the following:

Name of Person _____

Name of Person

Firm/Company

Firm/Company

Address

Address

City/State and Zip Code _____

City/State and Zip Code

E-mail address: (to be used for future annual report notification)

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

at ()

Name of Person

850

545-8619

at ()

Area Code

Daytime Telephone Number

closed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee.
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

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

Street Address:

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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

HOTEL SPV A, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

These Articles of Organization for this Limited Liability Company were filed on OCTOBER 8, 2024 and assigned
Florida document number L24000431896.

This amendment is submitted to amend the following:

If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

Mailing address MAY BE A POST OFFICE BOX)

70161 HWY 59

STE C

ABITA SPRINGS, LA 70420

If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

Recommending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

GR = Manager

IBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
IBR	AOW, LLC	70161 HWY 59	<input checked="" type="checkbox"/> Add
		STE C	<input type="checkbox"/> Remove
		ABITA SPRINGS, LA 70420	<input type="checkbox"/> Change
IBR	BLACKROCK BUILDERS, LLC	2000 PORTOFINO CIR	<input checked="" type="checkbox"/> Add
		UNIT 106	<input type="checkbox"/> Remove
		PALM BEACH GARDENS, FL 33418	<input type="checkbox"/> Change
IBR	RICHARD GARDNER III	8005 EVENING STAR LANE	<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
		TALLAHASSEE, FL 32312	<input type="checkbox"/> Change
IBR	RAF HOLDINGS, LLC	69289 3RD AVE	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
		COVINGTON, LA 70433	<input type="checkbox"/> Change
			<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Change

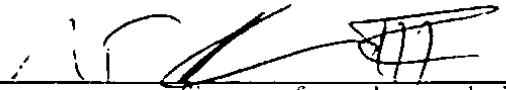
If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

EIN 33-1487466 SS-4 ATTACHED

Effective date, if other than the date of filing: 11/13/2024 (optional)
(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)
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.

he record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the
ord is filed.

Dated NOVEMBER 13, 2024


Signature of a member or authorized representative of a member

TREY GARDNER
Typed or printed name of signee

Date of this notice: 10-16-2024

Employer Identification Number:
33-1487466

Form: SS-4

Number of this notice: CP 575 B

HOTEL SPV A LLC
RICHARD P HOLOWCHAK MBR
2000 PORTOFINO CIR APT 106
PALM BCH GDNS, FL 33418

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-1487466. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

HOTEL SPV A LLC
RICHARD P HOLOWCHAK MBR
2000 PORTOFINO CIR APT 106
PALM BCH GDNS, FL 33418

OPERATING AGREEMENT OF HOTEL SPV A, LLC

ARTICLE I: FORMATION

1.1 Formation: This Operating Agreement (the "Agreement") for Hotel SPV A, LLC (hereinafter the "Company") a Florida limited liability company, is made effective as of December 10, 2024, by and between the following Members:

Black Rock Builders, LLC, a Maryland limited liability company fully registered in Florida.

AOW, LLC, a Louisiana limited liability company;

Richard J. Gardner III an individual and resident of the State of Florida; and

RAF Holdings, LLC, a Louisiana limited liability company.

1.2 Name: The name of the Company shall be Hotel SPV A, LLC.

1.3 Principal Office: The principal office of the Company is located in Abita Springs, Louisiana, or as otherwise determined by the Members.

1.4 Registered Agent: Registered Agent shall be Gus Harper, Esquire an authorized registered agent within the State of Florida and a shareholder of the law firm of Gardner, Bist, Bowden, Dee, Lavia, Wright, Perry & Harper - 1300 Thomaswood Drive Tallahassee, Florida 32308.

ARTICLE II: MEMBERS

2.1 Membership Interests: The Company is owned by the following respective corporate entities and individuals:

- Black Rock Builders, LLC - 33.25% (will hold no voting rights)
- AOW, LLC - 60.25% (will hold voting rights)
- Richard J. Gardner III – 5.25% (will hold no voting rights)

- RAF Holdings, LLC – 1.25% (will hold no voting rights)
- Possibility of Introducing Additional Member(s) for Depreciation Transfer: The inclusion of any new member shall be subject to approval by AOW, LLC and its Members. Additional members will not have any voting rights or participate in any profits or dividends.

ARTICLE III: COMPENSATION

3.1 See the Waterfall Agreement

3.2 Incentives and Credits: All taxes, depreciation, rebates, demand credits, carbon credits, green tags, and related benefits to be split between the following corporate entities and individuals in an amount consistent with their respective ownership percentages, as reflected in Section 2.1 above.

3.3 Hotel Rooms: In the event a corporation (to be determined) secures hotel rooms as part of their compensation, Members will receive hotel rooms which shall be managed and sold by their respective holding companies through an online travel agency (Priceline, Expedia, or the like) as part of the Company's business strategy and intended purpose.

3.4 Salaries: There will be no salaries or employees of the company unless it is determined by vote by AOW, LLC.

ARTICLE IV: PRIMARY RESPONSIBILITIES

4.1 For the operating agreement, the responsibilities can be delineated as follows:

- AOW, LLC shall oversee the design and installation of solar and manage all aspects of permitting, logistics and scheduling. AOW, LLC to prepare, issue for signature an appropriate MSA for all contracts in excess of \$8,500.00. AOW, LLC has two Managers - Richard J. Gardner III and Robert Fouquet.
- Black Rock Builders, LLC shall execute the work and assist in gathering any and all necessary documents needed to move the project forward. Its manager, Rick

Holochack, shall also share with Hotel SPV A all relevant information necessary to execute the contract.

- Richard J. Gardner III shall assist in any way necessary to help Hotel SPV A execute the contract.
- RAF Holdings, LLC shall assist in any way needed to help Hotel SPV A execute the contract.
- Elysian Executive Solution, Inc - Khristy Melendez, MBA, CMA, CFO, will oversee credit sales and shall be considered the initial "Tax Matters Partner" under the agreement between the Members. The accounting firm is to be paid \$1,000.00 (one thousand dollars and no cents) per building. 40% will be backfilled to CF Breeze Management, LLC for their staff handling the paperwork that Elysian Executive Solution, Inc will QC to pass forward. All partners agree no sales commissions are going back to any individual partner.

ARTICLE V: LIABILITY – LIMITATIONS

5.1 Liability and Indemnification: Except as otherwise expressly required by the Limited Liability Act, the duties, debts, liabilities and other obligations of the Company, whether arising in contract, tort or otherwise, shall be solely the duties, debts, liabilities and other obligations of the Company. The Members, individually and collectively, shall not be obligated personally for any such duty, debt, liability or other obligation of the Company solely by reason of being a Member.

5.2 Indemnification: To the fullest extent provided by law, each Member shall be entitled to indemnification from the Company for and against any and all claims, damages, losses, judgments, costs, expenses, debts, liabilities, or other obligation incurred by such Member by reason of any act or omission performed or omitted by such Member in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Member by this Agreement; provided, however, that (i) no Member shall be entitled to be indemnified in respect of any claim, damage, loss, judgment, cost, expense, debt, liability or other obligation incurred by such Member by reason of such Manger or Member's own gross negligence or willful misconduct with respect to such acts or omissions, and (ii) no Person shall be entitled to be indemnified in respect of any claim, damage, loss, judgment, cost, expense, debt, liability or other obligation to the extent limited by the Act. Notwithstanding anything in this Agreement to the contrary, any indemnity under this Section 5.2 shall be provided out of and to the

extent of the Company's assets only, and no Member shall have any personal liability on account thereof.

5.3 Expenses: To the fullest extent provided by law, reasonable costs and expenses (including attorneys' fees and costs) incurred by Member in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, upon receipt by the Company of a request by or on behalf of the Member to pay such amounts, unless it is determined by a court of competent jurisdiction that the Members are not entitled to be indemnified pursuant to Section 6.2.

5.4 Limitations of Liability: It is the intent of the Members for this Agreement to afford the Members the maximum protection from liability provided by law and the Florida Limited Liability Act. This Agreement does not create or expand the Member's duties, debts, liabilities, or other obligations beyond the minimum expressly required by the Act.

ARTICLE VI: DECISIONS

6.1 New Customers: Should the company accept any new customers that are not a part of this current business model, all partners must vote, and a unanimous vote must be reached.

6.2 Debt: The Company will not engage in nor incur any debt, such as borrowing money against assets, pledging anything of value to anyone, or otherwise financially leveraging the Company, unless otherwise approved by AOW, LLC by formal vote of its Members.

6.3 Line of Credit: If opting to proceed with or engage a lender, AOW will utilize the tax credit as an asset to enhance the project's cash flow.

ARTICLE VII: WATERFALL AGREEMENT

7.1 Primary Expenses: Expenses shall be initially covered from any proceeds. This includes subcontractor labor, all materials. Overhead will be submitted and mutually approved with the instructions to the Paymaster. All expenses shall be pre-approved by at least one Manager from both AOW, LLC and Hotel SPV A, LLC

7.2 Additional Expenses: Mandatory insurance policies (only for any increase) such as general liability insurance, worker's compensation insurance, builders risk insurance,

and ITC insurance will be covered. Hotel SPV A, LLC shall be added as additional named insured under any general liability insurance policy. CF Breeze Management, LLC and Hotel SPV A, LLC will incur costs associated with the insurances identified in this Section 7.2 herein. Expenses also include costs of appraisals, legal documentation and fees (opinion letters), and CPA services. If any Member has any outstanding invoices, as long as these expenses relate to this project and are agreed upon in advance, such expenses will be reimbursed. Furthermore, if it becomes necessary for AOW, LLC or CF Breeze Management, LLC to borrow funds, the cost of these funds will also be reimbursed, contingent upon a vote of all Members, as provided for in this agreement. All expenses greater than \$2,500.00 shall be listed on a "Chart of Costs" and mutually agreed upon in advance.

7.3 Reserve Funds: Five percent (5%) of any surplus will be maintained in a joint signature bank account with individuals appointed by AOW, LLC as signors. This account will be used as a reserve to cover future deductible claims or for use as an emergency fund (capped at \$5,000,000).

7.4 Disbursements: Only after all expenses reasonably necessary to execute the work performed are paid, including, but not limited to any previously agreed-upon overhead to CF Breeze, and only after all reserves are met for future expenses (such as insurance, maintenance and clawback deductible) shall the parties then split all profits and depreciation at the relevant ownership percentage allocations reflected in this agreement herein.

ARTICLE VIII: POTENTIAL COMMISSIONS

8.1 Potential Commissions to Hotel Association: *(Applicability: This section (8.1) is relevant only if a commission is required to Association)*: For each hotel cluster funded, the initial commission shall be applied against the entire transaction. Should Hotel SPV A, LLC need to advance funds for commissions, AOW, LLC will vote to decide the best course of action in response to the increased financial risk and negative cash flow.

ARTICLE IX: MISCELLANEOUS PROVISIONS

9.1 Amendments: This Agreement may only be amended with the written consent of its Members.

9.2 Governing Law: This Agreement and the rights of the Members hereunder shall be governed by and interpreted according to the laws of the State of Louisiana.

ARTICLE X: PAYMASTER

10.1 Paymaster:

- Determine the selling price of the ITC.
- All funds are to be directed to the Paymaster.
- The Paymaster is responsible for covering all pre-approved or agreed upon expenses and distributing the remaining funds to members equally, in accordance with the contract terms.

[Signatures of the Parties on Following Pages]

IN WITNESS WHEREOF, the Members have executed this Operating Agreement on the day and year first above written.

Signed by: Richard Holowchak 12/10/2024

0BB5AB5F00A410
Black Rock Builders, LLC Date

by Richard Holowchak

Its: Member

Signed by: Robert Fouquet 12/10/2024

4CB95734DDE44CF..
AOW, LLC Date

by Robert Fouquet

Its: Member

DocuSigned by: Richard J. Gardner III 12/10/2024

4CF53B82D10048A
Richard J. Gardner III Date

Its: Member

Signed by: Robert Fouquet 12/10/2024

4CB95734DDE44CF
RAF Holdings, LLC Date

by Robert Fouquet

Its: Member