

1201 HAYS STREET
TALLAHASSEE, FL 32301
904-222-9171
904-222-0393 FAX

800-342-8086



95000000986

ACCOUNT NO. : 072100000032

REFERENCE : 775574 6162B

AUTHORIZATION :

Patricia Pizot

COST LIMIT : \$ 285.00

ORDER DATE : December 19, 1995

ORDER TIME : 10:52 AM

ORDER NO. : 775574

CUSTOMER NO: 6162B

100001665601

CUSTOMER: Robert L. Beals, Esq
GRAY HARRIS ROBINSON
KIRSCHENBAUM & PEEPLES
Glass Bank Building
505 North Orlando Avenue
Cocoa Beach, FL 32931

DOMESTIC FILING

NAME: REST AREA, L.L.C.

☒ ARTICLES OF INCORPORATION
☐ CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY
☒ PLAIN STAMPED COPY
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Andrea C. Mabry

EXAMINER'S INITIALS:

NR R95-5697

1127

W95-24664

FILED
95 DEC 20 AM 11:37
TALLAHASSEE, FLORIDA

JMS
12/21/95



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 20, 1995

CSC NETWORKS
1201 HAYS STREET
TALLAHASSEE, FL 32301

SUBJECT: REST AREA, L.L.C.
Ref. Number: W95000024664

We have received your document for REST AREA, L.L.C. and the authorization to debit your account in the amount of \$285.00. However, the document has not been filed and is being returned for the following:

An affidavit is required pursuant to section 608.407(2), Florida Statutes, declaring the following: (1) the limited liability company has at least two members; (2) the actual amount of cash contributions; (3) the agreed value of any property other than cash contributed; and (4) the total amount of cash or property anticipated to be contributed by the members.

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 (904) 487-6932.

Teresa Brown
Corporate Specialist

Letter Number: 795A00054745



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 18, 1995

CSC NETWORKS

The name REST AREA, L.L.C. has been reserved for 120 days beginning December 18, 1995. The reservation number is R95000005697 and this reservation is **NONRENEWABLE**.

A reservation is not a grant of authority to use the name. It is only a withholding of a name from its availability for use by another. When the proposed document is submitted, the name will **AGAIN** be checked against the records of the Division and if still no conflict exists and all other requirements are fulfilled, the reserved name shall be filed as the entity name.

The Division of Corporations is a ministerial filing office and may not render any legal advice. The Division does not adjudicate the legality of any corporate name or arbitrate disputes between entities. You may wish to review other laws such as common law rights, including rights to a trade name; United States Code, Federal Trademark Act, Section 1051 (Lanham Act); Chapter 495, Florida Statutes, Registration of Trademarks and Service Marks (Florida Trademark Act); and Section 865.09, Florida Statutes (Fictitious Name Act).

If someone else submits the document for filing, it must have a copy of this letter attached.

Should you have any questions regarding this matter, please telephone (904) 488-9000, the Name Availability Section

Judy Eure

Letter number: 695A00054487

ARTICLES OF ORGANIZATION OF

REST AREA, L.L.C.

FILED

95 DEC 20 AM 11:37

DEPT. OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED hereby certify that we have associated ourselves together for the purpose of becoming a limited liability company under the laws of the State of Florida, providing for the formation, rights, privileges and immunities of limited liability companies for profit. We further declare that the following Articles shall be the charter and authority for the conduct of business of such limited liability company.

ARTICLE I - NAME

The name of the limited liability company shall be REST AREA, L.L.C., and its principal place of business shall be at 1275 North Atlantic Avenue, Cocoa Beach, Brevard County, State of Florida, 32931, but it shall have the power and authority to establish branch offices at such place or places as may be designated by the members.

ARTICLE II - DURATION

This limited liability company shall exist until thirty (30) years from the date of filing with the Department of State, or until earlier dissolved in a manner provided by law, or such other earlier date as may be provided in the regulations adopted by the members.

ARTICLE III - PURPOSES AND POWERS

The general nature of the business or businesses to be transacted and which the limited liability company is authorized to transact, in addition to those authorized by the laws of the

State of Florida, and the powers of the limited liability company, shall be as follows:

A. To develop residential real property in Brevard County, Florida.

B. To engage in any activity or business authorized under the Florida Statutes.

C. In general, to carry on any and all incidental business; to have and exercise all the powers conferred by the laws of the State of Florida, and to do any and all things herein set forth to the same extent as a natural person might or could do.

D. To purchase or otherwise acquire, undertake, carry on, improve or develop, all or any of the business, goodwill, rights, assets and liabilities of any person, firm, association or corporation carrying on any kind of business of a similar nature to that which this limited liability company is authorized to carry on pursuant to the provisions of these Articles; and to hold, utilize and in any manner dispose of the rights and property so acquired.

E. To enter into and make all necessary contracts for its business with any person, entity, partnership, association, corporation, domestic or foreign, or of any domestic or foreign state, government or governmental authority, or of any political or administrative subdivision or department thereof, and to perform and carry out, assign, cancel or rescind any of such contracts.

F. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes enumerated herein, otherwise granted or permitted by law, while acting as agent, nominee or attorney-in-fact for any persons or corporations, and perform any service under contract or otherwise for any corporation, joint stock company, association, partnership, firm, syndicate, individual or other entity, and in such capacity or under such arrangement develop, improve, stabilize, strengthen or extend the property and commercial interest thereof, and to aid, assist or participate in any lawful enterprise in connection therewith or incident to such agency, representation or service, and to render any other assistance insofar as it lawfully may under the laws of the State of Florida, providing for the formation, rights, privileges and immunities of a limited liability company for profit.

G. To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes or the attainment of any of the objects, or the furtherance of any of the powers herein set forth, either alone or in association with other incidentals or pertaining to, or going out of, or connected with its business or powers, provided the same shall not be inconsistent with the laws of the State of Florida.

H. The several clauses contained in the statement of the general nature of the business or businesses to be transacted shall be construed as both purposes and powers of this limited

liability company, and statements contained in each clause shall, except as otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause. They shall be regarded as independent purposes and powers.

ARTICLE IV - PLACE OF BUSINESS
AND REGISTERED AGENT

The principal place of business of this limited liability company shall be located at 1275 North Atlantic Avenue, Cocoa Beach, Brevard County, State of Florida, 32931, and such other place or places as the members from time to time may determine.

The initial Registered Agent of the limited liability company shall be MAURICE BOUDREAU, whose address is 1275 North Atlantic Avenue, Cocoa Beach, Florida 32931.

ARTICLE V - CAPITAL CONTRIBUTIONS

A. The initial capital of the limited liability company shall consist of the sum of \$1,000,000.00, which will be contributed by the members in the following amounts:

<u>Members</u>	<u>Equity/Cash</u>	<u>Percentage</u>
JOHN S. TURK 1275 N. Atlantic Avenue Cocoa Beach, FL 32931	\$500,000.00	50%
RAY L. JIRUSKA 1420 First Avenue, N.E. Cedar Rapids, Iowa 52402	\$500,000.00	50%

B. For purposes of the initial contribution, the members may agree to accept a contribution of property, the value of

which shall be equivalent to the cash contributions of other members.

C. Additional contributions shall be made as the purposes of the limited liability company may require, as determined by the members.

D. Additional contributions in the form of loans may be acceptable by the limited liability company under such terms as determined and approved by the members.

E. Unless otherwise specified, contributions from the members shall be paid within thirty (30) days of the call for such contributions. In the event of a failure of a member to make capital contributions in the required amounts or at the agreed upon due dates, Article XIV shall control such situations in the discretion of the members.

ARTICLE VI - PROFITS AND LOSSES

A. Sharing of Profits. The members shall be entitled to the net profits arising from the operation of the limited liability company business that remain after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to the distributive share of the profits specified as follows:

<u>Members</u>	<u>Percentage</u>
JOHN S. TURK 1275 N. Atlantic Avenue Cocoa Beach, FL 32931	50%

RAY L. JIRUSKA
1420 First Avenue, N.E.
Cedar Rapids, Iowa 52402

50%

The distributive share of the profits shall be calculated and paid to the members as they may determine from time to time.

B. Losses. All losses that occur in the operation of the limited liability company business shall be paid out of the capital of the limited liability company and the profits of the business or, if such sources are insufficient to cover such losses, by the members in the same percentages as the members share in profits.

ARTICLE VII - PROPERTY

Real or personal property originally brought into or transferred to the limited liability company, or acquired by the limited liability company by purchase or otherwise, shall be held and owned and conveyance shall be made in the name of this limited liability company.

ARTICLE VIII - MANAGEMENT OF BUSINESS

Except as otherwise provided in these Articles, all members shall have equal rights in the management or conduct of the limited liability company, pursuant to specific rules regarding rights and duties of members enumerated in the regulations of the limited liability company which are incorporated by reference. Decisions shall be by majority vote, each member having a vote

proportionate to his or her interest in the limited liability company.

ARTICLE IX - REGULATIONS

The members of the limited liability company shall adopt regulations concerning all provisions for the regulation and management of this limited liability company not inconsistent with law or these Articles. The power to alter, amend or repeal these regulations shall be vested in the members of this limited liability company if decided by a majority vote.

ARTICLE X - MEETING OF MEMBERS

Annual meetings of the members shall be held within thirty (30) days following the close of the limited liability company's fiscal year at times and places selected by the members. Special meetings may be called in accordance with the requirements set forth in the regulations. Attendance at a meeting constitutes a waiver of notice.

Minutes shall be kept of all regular and special meetings.

ARTICLE XI - TRANSFERABILITY OF INTEREST OF MEMBERS

A member's interest in this limited liability company may be transferred only with the unanimous written consent of all the remaining members if the transferee intends to become a member. Without this consent, the transferee shall not be entitled to become a member or to participate in the management of the limited liability company, but shall be entitled only to share of

profits, other compensation or return of contributions to which the transferor otherwise would be entitled.

ARTICLE XII - ADMISSION OF NEW MEMBERS

Additional members may be admitted from time to time on such terms and conditions as are set forth by a two-thirds majority of the members.

ARTICLE XIII - WITHDRAWAL, RETIREMENT,
DEATH, BANKRUPTCY OR EXPULSION

In the event of withdrawal, retirement, death, bankruptcy or expulsion of a member, this limited liability company shall remain in existence and continue in business pursuant to the applicable provisions of the regulations.

ARTICLE XIV - EXPULSION OF MEMBERS

A. Grounds for Expulsion. Any member may be expelled from membership in the limited liability company by a majority vote of the other members on the following grounds:

1. Failure of a member to make, when due, any contribution required to be made under the terms of these Articles, when such failure has continued for a period of thirty (30) days after written notice thereof.
2. Failure to fulfill any other obligation to the limited liability company as specified in these Articles, when such failure has continued for a period of thirty (30) days after written notice thereof.
3. Adjudication of a member as insane or incompetent.

4. Disability of the member to the extent that the member is unable to fulfill his or her obligations to the limited liability company as specified in these Articles.

5. The making of an assignment for the benefit of creditors, the filing of a petition under the National Bankruptcy Act or under any similar law or statute of the United States or any state thereof, or the adjudication of the member as a bankrupt or insolvent in proceedings filed against such member under any such act or statutes, including any comparable laws of foreign nations.

6. Any unlawful act causing damage to the limited liability company.

B. Notice. On the occurrence of any event listed in Subparagraph A of this Article, the defaulting member may be expelled from membership in the limited liability company by a majority vote of the other members upon giving the defaulting member fifteen (15) days' notice of expulsion. The notice shall briefly state the grounds for the expulsion.

C. Waiver. Failure of the members to act within any such time frames set forth in this Article shall not waive this limited liability company's rights under this Article pertaining to expulsion.

ARTICLE XV - DISSOLUTION, WINDING UP, LIQUIDATION

A. Causes of Dissolution. This limited liability company shall be dissolved on the occurrence of any of the following

events, unless the remaining members by a majority vote give their written consent to the continuance of the limited liability company:

1. Termination of the term of existence specified herein, provided it is less than thirty (30) years.
2. Withdrawal, retirement or expulsion of a member.
3. Death, disability or bankruptcy of a member.
4. Unanimous written consent of the members.

B. Right to Continue Business. The remaining members of this limited liability company shall have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any other event that terminates the continued membership of a member in the limited liability company.

C. Payment if Limited Liability Company is Continued. If the remaining members elect to continue the limited liability company business under Subparagraph B. of this Article, they shall pay to the retiring, withdrawing or expelled member, or to the estate of the deceased, the value of such member's interest, as determined by Subparagraph D. of this Article, as of the date of the events enumerated in Subparagraph A. Payment shall be made within three (3) months.

D. Value of Member's Interest. The value of a member's interest in this limited liability company shall be that member's pro rata share of current appraised value of the limited

liability company's assets reduced by that member's liabilities (including the sum of the total of any amount owed by the member to the limited liability company) and the cost of the appraisal of assets required by this Paragraph.

E. Winding Up and Liquidation. On dissolution of the limited liability company, if the limited liability company business is not continued pursuant to Subparagraph B. of this Article, it shall be wound up and liquidated as quickly as circumstances will allow. The assets of the limited liability company shall be applied to limited liability company liabilities in the following order:

1. Amounts owing to creditors other than members.
2. Amounts owing to members other than for capital and profits.
3. Amounts owing to members in respect to capital.
4. Amounts owing to members in respect to profits.

ARTICLE XVI - NOTICE TO MEMBERS

All notices to members of the limited liability company pursuant to these Articles shall be deemed effective when given by personal delivery or by certified mail, return receipt requested.

ARTICLE XVII - AMENDMENTS

These Articles, except with respect to the vested rights of the members, may be amended from time to time by a two-thirds interest of the members, and the amendments shall be filed, duly

signed by all members of the limited liability company, with the Florida Department of State. All members of the limited liability company agree to abide by the majority decision and agree to sign such amendments for the purpose of filing with the Florida Department of State.

THE UNDERSIGNED, being the original members of the limited liability company, hereby certify that the foregoing constitutes the proposed Articles or Organization of REST AREA, L.L.C.

DATED this 15th day of December, 1995.

STATE OF IOWA FL.)
COUNTY OF BREVARD)

ss:

Ray L. Jiruska
RAY L. JIRUSKA

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of December, 1995, by RAY L. JIRUSKA, who is personally known to me, or who produced _____ as identification, and who did take an oath.

My commission expires:



LINDSAY DEANE MEHLHORN
MY COMMISSION # 01 125526 EXPIRES
12/31/98
STATE OF IOWA

Lindsay Deane Mehlhorn
Notary Public Signature

Lindsay Deane Mehlhorn
Print Notary Public Name

STATE OF FLORIDA)
COUNTY OF BREVARD)

ss:


JOHN S. TURK

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of December, 1995, by JOHN S. TURK, who is personally known to me, or who produced _____ as identification, and who did take an oath.



LINDSAY DEANE MEHLHORN
MY COMMISSION # 00115520 EXPIRES
April 5, 1996
NOTARY PUBLIC - STATE OF FLORIDA


My commission expires:


Notary Public Signature

Lindsay Deane Mehlhorn
Print Notary Public Name

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated limited liability company, at the place designated in these Articles, I hereby agree to act in this capacity, to comply with the provisions of Chapter 48, Florida Statutes (1989), relative to keeping said office.



MAURICE BOUDREAU, Registered Agent

STATE OF FLORIDA)
COUNTY OF BREVARD)

ss:

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of December, 1995, by MAURICE BOUDREAU, who is personally known to me, or who produced _____ as identification, and who did take an oath.



LINDSAY DEANE MEHLHORN
MY COMMISSION # 00115520 EXPIRES
April 5, 1996
NOTARY PUBLIC - STATE OF FLORIDA

My commission expires:


Notary Public Signature

Lindsay Deane Mehlhorn
Print Notary Public Name

c:\restarea.1

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

STATE OF FLORIDA

COUNTY OF BREVARD

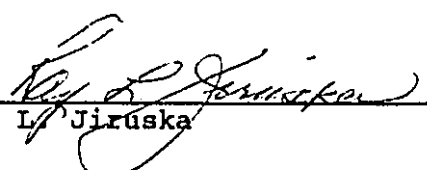
The undersigned member or authorized representative of a member of REST AREA, L.L.C., deposes and says:

1. The above-named limited liability company has at least two members.

2. The total amount of cash contributed by the member(s) is \$500,000.00.

3. If any, the agreed value of property other than cash contributed by member(s) is \$500,000.00. A description of the property is attached and made a part hereto.

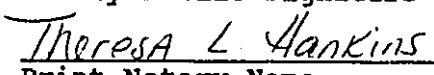
4. The total amount of cash or property anticipated to be contributed by member(s) is \$1,000,000.00. This total includes amounts from 2 and 3 above.

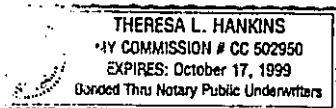

Ray L. Jiruska

SWORN TO AND SUBSCRIBED before me this 20th day of December, 1995.


Notary Public Signature

My Commission Expires:


Theresa L. Hankins
Print Notary Name



f:\usr\lapplin\turk\affidavit

FILED
95 DEC 20 AM 11:37
STATE OF FLORIDA
CLERK OF THE COURT

FILE NOW: Fee after May 1, will be \$263.75

APPROVED
AND
FILED

1996 APR 18 PM 2:22

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LIMITED LIABILITY COMPANY ANNUAL REPORT 1996		FLORIDA DEPARTMENT OF STATE Sandra B. Mortham Secretary of State DIVISION OF CORPORATIONS
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FILING FEE \$ 238.75	Annual Report \$100.00 + \$138.75 Corporation Supplemental Fee Make Check Payable To: FLORIDA DEPARTMENT OF STATE
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1. Name and Mailing Address of Limited Liability Company	DOCUMENT # L95000000986
REST AREA, L.L.C. 1275 N. ATLANTIC AVE. COCOA BEACH FL 32931 P.O. Box 4325 Vero Beach FL 32964	

1a. Principal Place of Business Address
1275 N. ATLANTIC AVE. COCOA BEACH FL 32931 965 Reef Lane P.O. Box 4325 Vero Beach FL 32964

2. Principal Place of Business	2a. Mailing Address
965 Reef Lane	965 Reef Lane
Suite, Apt. #, etc.	Suite, Apt. #, etc.
P.O. Box 4325	P.O. Box 4325
City & State	City & State
Vero Beach FL	Vero Beach FL
Zip	Zip
32964	32964
Country	Country
USA	USA

3. Date Organized or Qualified	3a. State of Formation
12/20/1995	FL
4. FEI Number	<input type="checkbox"/> Applied For <input type="checkbox"/> Not Applicable
59-3348227	
5. Date of Last Report	6. Certificate of Status Desired
N/A	<input type="checkbox"/> Additional Fee Required

7. Name and Address of Current Registered Agent
1275 N. ATLANTIC AVE. COCOA BEACH FL 32931

8. Name and Address of New Registered Agent
Name
Ray L. Jiruska
Street Address (P.O. Box Number is Not Acceptable)
965 Reef Lane
Suite, Apt. #, etc.
City
Vero Beach FL
Zip Code
32963

9. Pursuant to the provisions of Sections 608.416 and 608.508, Florida Statutes, the above-named limited liability company submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by affirmative vote of a majority of the members. I hereby accept the appointment as registered agent and accept the obligations.

SIGNATURE: Ray L. Jiruska (DATE) 4-15-96
(Registered Agent Accepting Appointment) (407) Registered Agent signature required when reinstating

10. Title	Managing Members/Managers	Business Street Address	City, State and Zip Code
MGRM	Ray L. Jiruska	965 Reef Lane	Vero Beach FL 32963
MGRM	John Turk	1275 N. Atlantic Ave	Cocoa Beach FL 32931

660001791791
+04724796-01003-003
***238.75 ***238.75

150
4/28/96

11. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(k), Florida Statutes. I further certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes, and that my name appears in Block 10, or on an attachment with an address.

SIGNATURE: Ray L. Jiruska RAY L. JIRUSKA. (407) 231-0443