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THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 888887 81514A

AUTHORIZATION :

Patricia Pizant

COST LIMIT : \$ 337.50

ORDER DATE : July 13, 1998

ORDER TIME : 11:54 AM

ORDER NO. : 888887-005

CUSTOMER NO: 81514A

CM

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CUSTOMER: Victor J. Troiano, Esq
TROIANO & ROBERTS

13th

P. O. Drawer 829

Lakeland, FL 33802

DOMESTIC FILING

NAME: LAKELAND RV RESORT, L.C.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Stacy L Earnest

EXAMINER'S INITIALS:

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

98 JUL 13 PM 2:35

FILED

DIVISION OF CORPORATION

98 JUL 13 PM 1:05

ARTICLES OF ORGANIZATION
OF
LAKELAND RV RESORT, L.C.

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby make, acknowledge, and file the following Articles of Organization.

ARTICLE I – NAME

The name of the limited liability company shall be Lakeland RV Resort L.C. ("Company").

ARTICLE II – ADDRESS

The mailing address and street address of the principal office of the company shall be 900 Old Combee Road, Lakeland, FL 33805.

ARTICLE III – PURPOSE

A. Specific Purpose. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Limited Liability Company, is to engage solely in the following activities:

1. To acquire that certain parcel of real property, together with all improvements located thereon, in the City of Lakeland, State of Florida, (the "Property"), more specifically described as: Lakeland RV Resort, 900 Old Combee Road, Lakeland, Florida.

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TALLAHASSEE, FLORIDA

2. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Property.

3. To exercise all powers enumerated in the Limited Liability Company Act of Florida necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

C. Certain Prohibited Activities. Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: The Limited Liability Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long, as any mortgage lien exists on the Property, the Limited Liability Company shall not incur, assume, or guaranty any other indebtedness. The Limited Liability Company shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity unless (i) the entity (if other than the Limited Liability Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the properties and assets of the Limited Liability Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article III and in Article III-C, and (c) shall expressly assume the due and punctual performance

of the Limited Liability Company's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by this limited liability company and be continuing. For so long as a mortgage lien exists on the Property, the Limited Liability Company will not voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute without the unanimous consent of all of the members of the Limited Liability Company. For so long as a mortgage lien exists on the Property, no material amendment to these Articles of Organization may be made without first obtaining approval of the mortgagee holding a first mortgage lien on the Property.

C. Separateness Covenants. Notwithstanding any provision hereof or any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: For so long as any mortgage lien exists on the Property, in order to preserve and ensure its separate and distinct identity, in addition to the other provisions set forth in these Articles of Organization, the Limited Liability Company shall conduct its affairs in accordance with the following provisions:

1. It shall establish and maintain an office through which its business shall be conducted separate and apart from that of any of its affiliates and shall allocate fairly and reasonably any overhead for shared office space.

2. It shall maintain separate records and books of account from those of any affiliate.

3. It shall not commingle assets with those of any affiliate.

4. It shall conduct its own business in its own name.

5. It shall maintain financial statements separate from any affiliate.

6. It shall pay any liabilities out of its own funds, including salaries of any employees, not funds of any affiliate.

7. It shall maintain an arm's length relationship with any affiliate.

8. It shall not guarantee or become obligated for the debts of any other entity, including any affiliate, or hold out its credit as being available to satisfy the obligations of others.

9. It shall use stationery, invoices and checks separate from any affiliate.

10. It shall not pledge its assets for the benefit of any other entity, including any affiliate.

11. It shall hold itself out as an entity separate from any affiliate.

For purposes of this Article III-C, the following terms shall have the following meanings:

"affiliate" means any person controlling or controlled by or under common control with the Limited Liability Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any

partner or employee of the Limited Liability Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from this Limited Liability Company, or any affiliate. For purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE IV – DURATION

The company shall commence its existence on the date these Articles of Organization are filed by the Florida Department of State. The Company's existence shall be perpetual unless the Company is earlier dissolved as provided in these Articles of Organization.

ARTICLE V – REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the Company in the State of Florida is: Ken Emert, 900 Old Combee Road, Lakeland, Florida.

ARTICLE VI – CAPITAL CONTRIBUTIONS

The members of the Company shall contribute to the capital of the Company the cash or property set forth in Exhibit "A".

ARTICLE VII – ADDITIONAL CAPITAL CONTRIBUTIONS

Each member shall make additional capital contributions to the Company only on the unanimous consent of all the members.

ARTICLE VIII – ADMISSION OF NEW MEMBERS

No additional members shall be admitted to the Company except with the unanimous written consent of all the members of the Company and on such terms and conditions as shall be determined by all the members. A member may transfer his or her interest in the Company as set forth in the regulations of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all the other members of the Company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

ARTICLE IX – TERMINATION OF EXISTENCE

The Company shall be dissolved on the death, bankruptcy, or dissolution of a member or manager, or on the occurrence of any other event that terminates the continued membership of a member in the Company, unless the

business of the Company is continued by the consent of the majority-in-interest of the remaining members, provided there are at least two remaining members.

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the life of the Limited Liability Company. If such vote is not obtained, for so long as a mortgage lien exists on the Property the Limited Liability Company shall not liquidate the Property without first obtaining approval of the mortgagee holding a first mortgage lien on the Property. Such holders may continue to exercise all of their rights under the existing security agreements or mortgages until the debt underlying the mortgage liens has been paid in full or otherwise completely discharged.

ARTICLE X – VOTING

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of the Limited Liability Company to the contrary, the following shall govern: When acting on matters subject to the vote of members, notwithstanding that the Limited Liability Company is not then insolvent, all of the members shall take into account the interest of the Limited Liability Company's creditors, as well as those of the members.

ARTICLE XI – MANAGEMENT

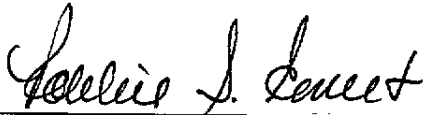
The Company shall be managed by a manager in accordance with regulations adopted by the members for the management of the business and affairs of the Company. These regulations may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or these Articles of Organization. The name and address of the initial managers of the company are:

Name	Address
Ken Emert	900 Old Combee Road, Lakeland, Florida
Robbie S. Emert	900 Old Combee Road, Lakeland, Florida

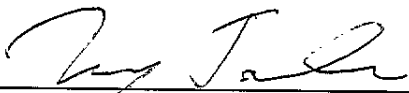
IN WITNESS WHEREOF, the undersigned organizers have made and subscribed these Articles of Organization at Lakeland, Florida, on this 30th day of June, 1998.



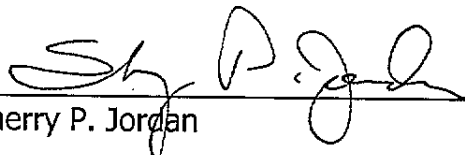
Ken Emert



Robbie S. Emert



Harry Jordan



Sherry P. Jordan

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50 JUL 13 PM 2:37

CLERK OF DISTRICT COURT
LAKELAND, FLORIDA

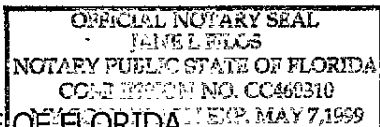
STATE OF FLORIDA
COUNTY OF ~~POLK~~ DADE

The foregoing instrument was acknowledged before me this 30 day of June, 1998, by KEN EMERT AND ROBBIE S. EMERT, ☒ who is/are personally known to me or ☐ who has/have produced a valid drivers license as identification and who did not take an oath.

Jane L. Fils

Notary Public

My Commission Expires:



STATE OF FLORIDA
COUNTY OF DADE

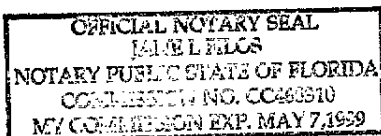
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98 JUL 13 PM 2:37
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

The foregoing instrument was acknowledged before me this 30 day of June, 1998, by HARRY JORDAN AND SHERRY P. JORDAN, ☒ who is/are personally known to me or ☐ who has/have produced a valid drivers license as identification and who did not take an oath.

Jane L. Fils

Notary Public

My Commission Expires:



ACCEPTANCE OF REGISTERED AGENT

The undersigned, being the person named in the Articles of Organization of Lakeland RV Resort, L.C., as the registered agent of this Limited Liability Company, hereby consents to accept service of process for the above stated company at the place designated in the Articles of Organization, and accepts the appointment of registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his or her duties, and is familiar with and accept the obligations of the position of registered agent.



Ken Emert
Registered Agent

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03 JUL 13 PM 2:37
TALLAHASSEE, FLORIDA

AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of Lakeland RV Resort, L.C., deposes and says:

1. The above named Limited Liability Company has a least two members.
2. The total amount of cash contributed by the member(s) is \$ 10,750.00
3. If any, the agreed value of property other than cash contributed by member(s) is \$ N/A. A description of the property is attached and made a part hereof.
4. The total amount of cash or property anticipated to be contributed by member(s) is \$ 10,750.00. This total includes amounts from 2 and 3 above.

THE AFFIANT SAYS NOTHING FURTHER.

Dated: June 27, 1998

Sherry P. Jordan
Sherry P. Jordan

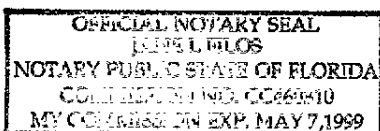
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JUL 13 AM 2:37
NOTARY PUBLIC
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF DADE

June The foregoing instrument was acknowledged before me this 30 day of June, 1998, by Sherry P. Jordan, ☐ who is/are personally known to me or ☐ who has/have produced a valid drivers license as identification and who did not take an oath.

June L. Fils
Notary Public

My Commission Expires:



AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of Lakeland RV Resort, L.C., deposes and says:

1. The above named Limited Liability Company has a least two members.
2. The total amount of cash contributed by the member(s) is \$ 10,750.00
3. If any, the agreed value of property other than cash contributed by member(s) is \$ N/A. A description of the property is attached and made a part hereof.
4. The total amount of cash or property anticipated to be contributed by member(s) is \$ 10,750.00. This total includes amounts from 2 and 3 above.

THE AFFIANT SAYS NOTHING FURTHER.

Dated: 6/27/98

[Signature]
Ken Emert

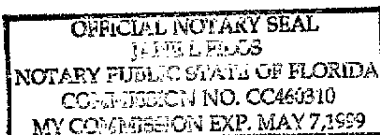
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98 JUL 13 PM 2:37
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 30 day of June, 1998, by Ken Emert, ☒ who is/are personally known to me or ☐ who has/have produced a valid drivers license as identification and who did not take an oath.

[Signature]
Notary Public

My Commission Expires:



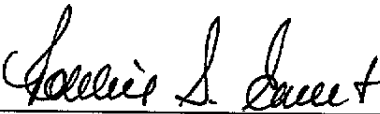
AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of Lakeland RV Resort, L.C., deposes and says:

1. The above named Limited Liability Company has a least two members.
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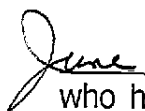
THE AFFIANT SAYS NOTHING FURTHER.

Dated: June 27, 1998


Robbie S. Emert

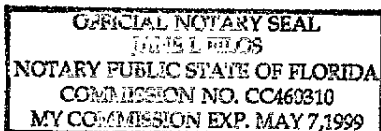
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98 JUL 13 PM 21 37
NOTARY PUBLIC
PALM BEACH COUNTY
FLORIDA

STATE OF FLORIDA
COUNTY OF DADE

 The foregoing instrument was acknowledged before me this 30 day of June, 1998, by Robbie S. Emert, ☐ who is/are personally known to me or ☐ who has/have produced a valid drivers license as identification and who did not take an oath.


Notary Public

My Commission Expires:



AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS

The undersigned member or authorized representative of a member of Lakeland RV Resort, L.C., deposes and says:

1. The above named Limited Liability Company has a least two members.
2. The total amount of cash contributed by the member(s) is \$ 10,750.00.
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4. The total amount of cash or property anticipated to be contributed by member(s) is \$ 10,750.00. This total includes amounts from 2 and 3 above.

THE AFFIANT SAYS NOTHING FURTHER.

Dated: June 27, 1998

Harry Jordan
Harry Jordan

FILED
98 JUL 13 PM 2:37
CLERK OF COURT
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF DADE

June The foregoing instrument was acknowledged before me this 30 day of June, 1998, by Harry Jordan, ☒ who is/are personally known to me or ☐ who has/have produced a valid drivers license as identification and who did not take an oath.

Joe L. Vito
Notary Public

My Commission Expires:

