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MAR 27 2020

# CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

First Due Capital Fund, LLC

- \_\_\_\_\_ Art of Inc. File \_\_\_\_\_
- \_\_\_\_\_ LTD Partnership File \_\_\_\_\_
- \_\_\_\_\_ Foreign Corp. File \_\_\_\_\_
- \_\_\_\_\_ L.C. File \_\_\_\_\_
- \_\_\_\_\_ Fictitious Name File \_\_\_\_\_
- \_\_\_\_\_ Trade/Service Mark \_\_\_\_\_
- \_\_\_\_\_ Merger File \_\_\_\_\_
- \_\_\_\_\_ Art. of Amend. File \_\_\_\_\_
- \_\_\_\_\_ RA Resignation \_\_\_\_\_
- \_\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_
- \_\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_
- \_\_\_\_\_ Cert. Copy \_\_\_\_\_
- \_\_\_\_\_ Photo Copy \_\_\_\_\_
- \_\_\_\_\_ Certificate of Good Standing \_\_\_\_\_
- \_\_\_\_\_ Certificate of Status \_\_\_\_\_
- \_\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_
- \_\_\_\_\_ Corp Record Search \_\_\_\_\_
- \_\_\_\_\_ Officer Search \_\_\_\_\_
- \_\_\_\_\_ Fictitious Search \_\_\_\_\_
- \_\_\_\_\_ Fictitious Owner Search \_\_\_\_\_
- \_\_\_\_\_ Vehicle Search \_\_\_\_\_
- \_\_\_\_\_ Driving Record \_\_\_\_\_
- \_\_\_\_\_ UCC 1 or 3 File \_\_\_\_\_
- \_\_\_\_\_ UCC 11 Search \_\_\_\_\_
- \_\_\_\_\_ UCC 11 Retrieval \_\_\_\_\_
- \_\_\_\_\_ Courier \_\_\_\_\_

Signature \_\_\_\_\_

Requested by: Seth \_\_\_\_\_

03/26/20 \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

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Articles of Organization of First Due Capital Fund, LLC 2021 MAR 26 AM 9: 51

SECRETARY OF STATE  
TALLAHASSEE, FL

The undersigned 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 serve as the Charter and authority for the conduct of business of the limited liability company.

Article I Name and Principal Place of Business

Name and Principal Place of Business. The name of the limited liability company shall be First Due Capital Fund, LLC ("Company"), and its principal office and mailing address shall be located at 1700 N University Drive, Suite 220, Coral Springs, Florida 33071, and it shall have the power and authority to establish branch offices at any other place or places as the members may designate.

Article II Purposes and Powers

In addition to the powers authorized by the laws of the State of Florida for limited liability companies, the general nature of the business or businesses to be transacted, and which the limited liability company is authorized to transact, shall be as follows:

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

- b. 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 set forth in these Articles to the same extent as a natural person might or could do.
- c. To purchase or otherwise acquire, undertake, carry on, improve, or develop, and/or sell all or any of the business, good will, 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.
- d. 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 government authority, or of any political or administrative subdivision, or department, and to perform and carry out, assign, cancel, or rescind any of such contracts.
- e. To exercise all or any of the limited liability company powers, and to carry out all or any of the purposes enumerated in these Articles and otherwise granted or permitted by laws, 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 this capacity or under this arrangement develop, improve, stabilize, strengthen, or extend the property and commercial interest of the property and to aid, assist, or participate in any lawful enterprise in connection with or incidental to the agency, representation, or service, and to render any other

service or assistance it may lawfully do under the laws of the State of Florida, providing for the formation, rights, privileges, and immunities of limited liability companies for profit.

- f. To do anything 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 set forth in these Articles, either alone or in association with others incidental or pertaining to, or going out of, or connected with its businesses or powers, provide the same shall not be inconsistent with the laws of the State of Florida.

The several clauses contained in this 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.

Nothing contained in these Articles shall be deemed or construed as authorizing or permitting or purporting to authorize or permit the limited liability company to carry on any business, exercise any power, or do any act which a limited liability company may not, under Florida laws, lawfully carry on, exercise, or do.

### Article III Exercise of Powers

All limited liability company powers shall be exercised by or under the authority of, and the business and affairs of this limited liability company shall be managed under the

direction of, the managers of this limited liability company. Unless otherwise specified, all decisions shall be by majority vote of the managers unless otherwise specified in the Company's Operating Agreement. This is a manager-managed limited liability company. This Article may be amended from time to time in the regulations of the limited liability company by a unanimous vote of the members of the limited liability company.

#### Article IV Management

Management of this limited liability company is reserved to its managers, whose names and addresses are as follows:

Mark C. Weaver      1700 N University Drive, Suite 220, Coral Springs, Florida 33071

Thomas V. Inglesby   704 Potomac Knolls, McLean, Virginia 22102

A unanimous vote of the members is required to remove one or both managers.

#### Article V Membership Restrictions

Members shall have the right to admit new members by unanimous consent. Contributions required of new members shall be determined as of the time of admission to the limited liability company.

A member's interest in the limited liability company may not be sold or otherwise transferred without the unanimous written consent of all members. However, any member may sell his interest without restriction to any other member or members of the limited liability company without obtaining the consent of the remaining members. In the event of a sale to an outside (non-member) party, the remaining (non-selling) members shall have a right of first refusal to match the bona fide offer of any third party desiring to

purchase the selling member's interest. Any such acquisition of the selling member's interest by the remaining members shall be on a pro-rata basis based upon the respective percentage interests of the remaining members in this limited liability company.

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

#### Article VI Capital Contributions

Capital contributions, if any, shall be paid to the limited liability company by the members in such shares as to create the following ownership interests:

<u>Name</u>	<u>Percentage</u>	<u>Address</u>
Mark Weaver	20.00%	1700 N University Drive, Suite 220, Coral Spring, FL 33071
Tom Inglesby	20.00%	704 Potomac Knolls Dr, McLean, VA 22101
Community Access Fund I LLC; Mgr: Sean Sternbach	20.00%	8234 W Q Ave, Kalamazoo, MI 49009
Paul West	10.00%	99 E 4th Street, Apt 4L, New York, NY 10003
Will Hupp	10.00%	316 Clovelly Road, Richmond, VA 23221
John Christopher McLeod	10.00%	125 Delancey St, Apt 1605, New York, NY 10002
Jackie and Rob Sullivan	10.00%	10 Barclay Street, Apt 18F, New York, NY 10007
	<u>100.00%</u>	

Additional contributions will be made as required for investment purposes, as determined by the unanimous consent of the members. Members shall make contributions in shares proportionate to their ownership interests in the limited liability company as specified in this Article VI and the Company's Operating Agreement. Each member, by virtue of its purchase of a interest in the limited liability company, agrees to be responsible for the payment of his or her pro-rata share of any on-going expenses incurred by the limited liability company including but not limited to the filing of any annual reports with the secretary of state's office, the payment of any state or federal tax obligations, and the fees

incurred in the preparation of any tax returns. Any member failing to pay for his or her share of the aforementioned on-going expenses after fifteen (15) days' receipt of written notice shall have a charge against his or her capital account with interest accruing on the unpaid balance at the greater of eighteen (18%) percent or the highest rate allowed by law until such amount is paid in full.

#### Article VII Profits and Losses

- a. Profit Sharing. The members shall be entitled pro-rata to the net profits arising from the operation of the limited liability company business that remains after the payment of the expenses of conducting the business of the limited liability company. Each member shall be entitled to a distributive share of the profits in proportion with his or her interest in Article VI. The distributive share of the profits shall be determined and paid to the members on the anniversary date of the commencement of business of the limited liability company or at such other date as the managers may unanimously agree.
- 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 these sources are insufficient to cover such losses, by the members in proportion to each member's interest as specified in Article VI.

#### Article VIII Duration

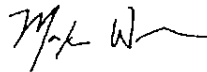


This limited liability company shall have perpetual existence unless it is otherwise dissolved in a manner provided by law or as provided in the regulations adopted by the members.

Article IX. Initial Registered Office and Registered Agent

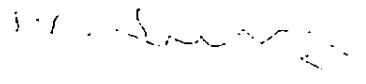
The address of the initial registered office of the limited liability company is 1700 N University Drive, Suite 220, City of Coral Springs, County of Broward, State of Florida, and the name of the company's initial registered agent at that address is Jefferson H. Weaver. The undersigned, being original members of the limited liability company, certify that this instrument constitutes the proposed Articles of Organization of First Due Capital Fund, LLC.

Executed by the undersigned at 1700 N University Drive, Suite 220, Coral Springs, Florida, on March 26, 2020.



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Mark C. Weaver



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Thomas V. Inglesby

**Statement Designating Registered Agent and Office**

State of Florida )

)

County of Broward )

Pursuant to the provisions of Section 605 of the Florida Limited Liability Company Act, the limited liability company identified below submits the following statement in designating its registered office and registered agent in the State of Florida:

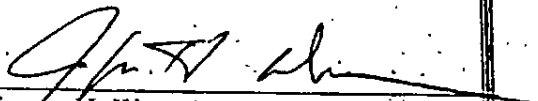
The name of the limited liability company is First Due Capital Fund, LLC.

The name of the registered agent for First Due Capital Fund, LLC, is Jefferson H. Weaver, and the street address of the company's principal office, where the agent is located, is 1700 N University Drive, Suite 220, Coral Springs, Florida 33071.

This statement is to acknowledge that, as indicated above, First Due Capital Fund, LLC, has appointed me, Jefferson H. Weaver, as its registered agent to accept service of process for the Company at the place designated above in this certificate. I accept this appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete

performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Dated: March 25, 2020.

  
Jefferson H. Weaver

The foregoing instrument was acknowledged before me this 25 day of March, 2020, by Jefferson H. Weaver, agent on behalf of First Due Capital Fund, LLC, a Florida limited liability company. He is personally known to me or has produced a driver's license as identification.

  
Notary Public

My commission expires: NOVEMBER 4, 2012

SECRETARY OF STATE  
TALLAHASSEE, FL

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