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ATTORNEY AT LAW
BOARD CERTIFIED IN WILLS, TRUSTS & ESTATES
FLORIDA CIVIL LAW NOTARY



MELISSA M. PARKER, J.D. ATTORNEY AT LAW

NICHOLAS J. RUBINO, J.D. ATTORNEY AT LAW- OF COUNSEL

159 Lookout Place - Suite 101 - Maitland, FL 32751 - Phone: 407-647-PLAN (7526) - Fax: 407-644-2194 - www.epllc-plc.com

July 30, 2015

Florida Department of State Division of Corporations Registration Section 2661 Executive Center Cr. Tallahassee, FL 32314 Via - FedEx

Re: 10 Pugs, LLC Formation

Dear Sir or Madam:

Enclosed please find an original and one copy of the Articles of Organization for 10 Pugs, LLC and our firm check in the amount of \$125.00 for the filing fee. Please return a file stamped copy in the envelope provided. The effective date of this entity is to be <u>August 1, 2015</u>.

If you have any questions regarding this matter, please do not hesitate to contact the undersigned at 407-647-7526 or via email at vparker@epllc-plc.com.

Sincerely,

ESTATE PLANNING AND LEGACY LAW CENTER, PLC

Vickie L. Parker, Paralegal to

Charles D. Wilder

/vlp

Enclosures

Articles of Organization of the 10 Pugs, LLC

A Florida Limited Liability Company

Section 1.01 Introduction and Preliminary Statements

The undersigned Organizer desires to form a limited liability company under the Laws of the State of Florida by delivering these Articles of Organization in duplicate to the Secretary of State of the State of Florida, in accordance with Florida Revised Limited Liability Company Act (the Act).

Section 1.02 Name

The name of the limited liability company, referred to as the *Company*, is:

10 Pugs, LLC, A Florida Limited Liability Company

Section 1.03 Effective Date

The effective date of the Company shall be August 1, 2015.

Section 1.04 Duration

The Company will perpetually exist from the filing date of these Articles of Organization with the Secretary of State of the State of Florida, unless dissolved according to law.

Section 1.05 Purpose

The Company is organized to conduct any lawful business or investment activities, and to exercise all of the powers, rights, and privileges granted to a limited liability company organized under the Act.

Principal Place of Business Section 1.06

The Company's principal place of business is:

Physical Address: 2512 Lake Shore Drive Orlando, Florida 32803 Mailing Address:

Mr. & Mrs. Michael D. Rodgers

2512 Lake Shore Drive Orlando, Florida 32803

Registered Agent and Registered Office Section 1.07

The initial Registered Agent's name is Melissa M. Parker, of the Estate Planning and Legacy Law Center, PLC, and the original registered addresses are as follows:

Physical Address: 159 Lookout Place

Suite 101

Maitland, FL 32751

Mailing Address:

159 Lookout Place

Suite 101

Maitland, FL 32751

Section 1.08 **Registered Agent Consent**

I, Melissa M. Parker, of the Estate Planning and Legacy Law Center, PLC, a natural person and resident of Florida, accept the appointment as Registered Agent of 10 Pugs, LLC, a Florida Limited Liability Company. I understand that my responsibilities as agent are to receive service of process, notices, and demands; to forward mail; and to notify the Office of the Secretary of State immediately if I resign or if the registered office address changes from the addresses stated above.

Dated: July 29, 2015.

Melissa M. Parker

Section 1.09 Organizers' Name and Address

Michael D. Rodgers and Anita S. Rodgers, 2512 Lake Shore Drive, Orlando, Florida 32803

Section 1.10 **Additional Contributions**

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

Section 1.11 Additional Members

The Company has the right to admit additional Members to the Company under the terms and conditions of the Company's Operating Agreement. Any Member who is later admitted as a Member of the Company will have all of the rights and obligations of an original Member under the Operating Agreement. Any transferee of a Member's Interests in the Company must be treated as an Assignee until that transferee is admitted as an Additional or Substitute Member, if ever, under the Operating Agreement.

Section 1.12 Business Continuation

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

Section 1.13 Operating Agreement and Authority

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

Section 1.14 Management

The Company's Managers will manage the Company's business. The Managers have exclusive authority to act for the Company in all matters. The authorities and duties of the Managers are set forth in the Operating Agreement names and addresses of the initial Managers are:

Michael D. Rodgers 2512 Lake Shore Drive Orlando, Florida 32803 Anita S. Rodgers 2512 Lake Shore Drive

Orlando, Florida 32803

Section 1.15 Indemnification and Liability

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

Section 1.16 Transferability of Interest

Interest in the Company is nontransferable except as specifically set forth in the Company's Operating Agreement.

Signed on July 29, 2015

Michael D. Rodgers, Organizer

Anita S. Rodgers, Organizer