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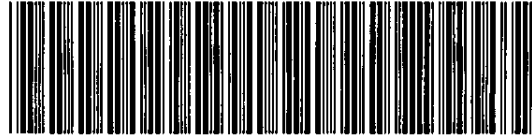
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

K. SALLY
EXAMINER

JAN 22



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 13, 2016

ENTREPRENEURSHIP LAW FIRM
220 N ROSALIND AVE, 1ST FLOOR
ORLANDO, FL 32801

SUBJECT: LAW OFFICE OF VALERIE C. FALTEMIER, PLC
Ref. Number: L05000013675

We have received your document for LAW OFFICE OF VALERIE C. FALTEMIER, PLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Our records indicate the current name of the entity is as it appears on the enclosed computer printout. Please correct the name throughout the document.

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 (850) 245-6051.

Neysa Culligan
Regulatory Specialist II

Letter Number: 116A00000807



January 8, 2016

Secretary of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Amended and Restated Articles of Organization for
Law Office of Valerie C. Faltemier, PLLC

Dear Sir/Madam:

Enclosed please find: (A) the original signed Amended and Restated Articles of Organization for Law Office of Valerie C. Faltemier, PLLC; and (B) Law Office of Valerie C. Faltemier, PLC, check no. 5526 in the amount of \$25.00 payable to Secretary of State, for the filing fee.

Please send notification of the filing to me at Entrepreneurship Law Firm, P.L., 220 N. Rosalind Ave., Orlando, FL 32801.

If you have any questions or need further information, please call me at (407) 649-7777. Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'E. Alexander, Jr.', written over a horizontal line.

Edward R. Alexander, Jr.

Enclosures

**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
LAW OFFICE OF VALERIE C. FALTEMIER, PLC**
a Florida Professional Limited Liability Company

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TALLAHASSEE, FLORIDA

Law Office of Valerie C. Faltemier, PLC, a Florida professional limited liability company (the "**Company**"), by and through its sole member, hereby adopts and files these Amended and Restated Articles of Organization, in accordance with §§605.0202 and 621.06, Florida Statutes, as an amendment to, and in replacement of, its Articles of Organization originally filed on February 9, 2005.

The sole member of the Company adopted and approved these Amended and Restated Articles of Organization on January 4, 2016.

Article I. Name.

The name of this professional limited liability company (the "**Company**") is:

FALTEMIER ROGERS, PLLC

Article II. Principal & Mailing Address.

The mailing address and the principal address of the Company is 10 South 7th Street, Suite 1, Fernandina Beach, FL 32034.

Article III. Purpose and Powers.

The business of the Company shall be to engage in the practice of law and the Company shall have such other powers incidental thereto as are permitted pursuant to §621.06, Florida Statutes, and which may from time to time, be authorized or approved by the Board of Managers pursuant to the provisions of this Operating Agreement.

Article IV. Member Qualification.

Only natural persons may be Members of the Company and each Member shall, at all times, be and remain duly licensed or otherwise legally authorized to practice law in the State of Florida.

Article V. Management.

Section 5.01 Management of the Company's business and affairs shall be vested in a Board of Managers. Managers may, but need not be, members of the Company, but each Manager shall, at all times, be and remain duly licensed or otherwise legally authorized to practice law in the State of Florida.

Section 5.02 As of the date of the filing of these Amended and Restated Articles of Organization, the number of Managers of this Company shall be one.

Section 5.03 The number of Managers may be either increased or diminished from time to time by the Members in accordance with the Operating Agreement (as defined below), but there shall always be at least one Manager.

Section 5.04 Managers, as such, shall receive such compensation for their services, if any, as may be set by the Board of Managers at any annual or special meeting thereof. The Board of Managers may authorize and require the payment of reasonable expenses incurred by Managers in attending meetings of the Board of Managers.

Section 5.05 Nothing in this Article shall be construed to preclude the Managers from serving the Company in any other capacity and receiving compensation therefore.

Section 5.06 Except as set forth in the Operating Agreement, any Manager may be removed from office by the holders of a majority of the membership interests entitled to vote thereon at any annual or special meeting of the Members of this Company, for any cause deemed sufficient by such Members or for no cause.

Section 5.07 Except as set forth in the Operating Agreement, in case one or more vacancies shall occur in the Board of Managers by reason of death, resignation or otherwise, the vacancies shall be filled by the Members of this Company at their next annual meeting or at a special meeting called for the purpose of filling such vacancies; provided, however, any vacancy may be filled by the remaining Managers until the Members have acted to fill the vacancy.

Article VI. Operating Agreement.

The Members may, from time to time, adopt, amend, alter and repeal the operating agreement of the Company (the "Operating Agreement") by vote of the Members by that Percentage Interest (as defined in Article IX) set forth in the Operating Agreement or, in the absence thereof, by unanimous vote of the Members; provided that:

- (A) the Operating Agreement and all replacements, amendments and modifications thereto shall, in all cases, be in writing; and
- (B) if any amendment or modification to, or replacement of, the Operating Agreement is undertaken by vote of less than all of the Members, then no such amendment or modification to, or replacement of, the Operating Agreement may require an additional capital contribution or loan from any Member unless such Member approved or voted in favor of such amendment or modification, or replacement operating agreement.

Article VII. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of Company Property.

Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company if they are executed by all of the Managers or the Members holding the amount of the membership interests of the Company necessary to approve such acquisition, mortgage, or disposition of property of the Company in accordance with the Operating Agreement; provided, however, the Managers may, in accordance with these Articles of Organization and the Operating Agreement, elect one Manager to execute such documents.

Article VIII. Meetings of the Members.

Annual and special meetings of the Members shall be held at such time as may be

stated or fixed in accordance with the Operating Agreement, but in no event less than every thirteen months. Failure to hold the annual meeting shall not work as a forfeiture or dissolution of the Company.

Article IX. Voting.

Except as set forth in the Operating Agreement, which may grant to all or a special group of Members the right to consent, vote or agree on another basis concerning any matter, the Members shall vote in accordance with their Percentage Interest (as defined below) in the Company. Except as set forth in the Operating Agreement, the membership interest of a Member at any time means the Percentage Interest of such member. Unless the Operating Agreement provides otherwise, a Member may vote by proxy or in person.

"Percentage Interest" means

- (A) for voting purposes, the percentage calculated by dividing:
 - (1) the number of Units (as defined below) owned by such Member or Members; by
 - (2) the total number of issued and outstanding Units as of the date of determination of Percentage Interest held by Members entitled to vote on the matter in question, in accordance with the Operating Agreement or, if not addressed in the Operating Agreement, these Articles of Organization or the Florida Revised Limited Liability Company Act (the "Act") and the Florida Professional Service Corporation and Limited Liability Company Act, excluding, in any event, all Units held by any person not admitted as a Member pursuant to the Operating; and
- (B) for all other purposes, the percentage calculated by dividing:
 - (1) the number of Units owned by such Member or Members; by
 - (2) the total number of issued and outstanding Units as of the date of determination of Percentage Interest.

"Unit" means one membership interest unit out of a maximum of fifteen thousand (15,000) authorized membership interest units that may be issued in the hands of the members at any one time.

Unless otherwise provided in these Articles of Organization or the Operating Agreement, a majority of the Members, by Percentage Interest, entitled to vote shall constitute a quorum at the meeting of Members. If a quorum is present, the affirmative vote of a majority of the Members, by Percentage Interest, represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater proportion or number or voting by classes is required by these Articles of Organization or the Operating Agreement. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment.

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Article X. Action by Members without a Meeting.

Unless the Operating Agreement provides otherwise, any action required by law, the Operating Agreement, or the Articles of Organization of the Company to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the Members by Percentage Interest having not less than a minimum interest in the Company that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. If any class of Members is entitled to vote thereon as a class, such written consent shall be required of the Members by Percentage Interest of each class of Members entitled to vote as a class thereon.

Article XI. Liability of Members and Indemnification.

Section 11.01 Except as expressly set forth in §621.07, Florida Statutes, a Member is liable to the Company only for the difference between the amount of the Member's contributions to capital which have been actually made and the amount, if any, which is stated in these Articles of Organization, the Operating Agreement or any other contract to which such Member is a party and pursuant to which such Member is obligated to make the contribution, whether currently due or arising in the future.

Section 11.02 Except as expressly set forth in §621.07, Florida Statutes, the Members shall not be liable under any judgment, decree, or order of court, or in any other manner, for a debt, obligation or liability of the company.

Section 11.03 The Company shall indemnify against any liability incurred in any proceeding in which any individual or entity is made a party to the proceeding because he, she or it is or was a manager or member if:

- (A) He or she acted and conducted himself or herself in good faith;
- (B) He or she reasonably believed:
 - (1) in the case of conduct in his, her or its official capacity, that such conduct was in the best interest of the Company; or
 - (2) in all other cases, that his, her or its conduct was, at least, not opposed to the best interests of the Company; and
- (C) in the case of any criminal proceeding, he or she had no reasonable cause to believe that this conduct was unlawful.

Section 11.04 The Company shall advance the reasonable expenses incurred by a manager or member who is a party to a proceeding if:

- (A) Such manager or member furnishes the Company with a written affirmation of his, her or its good-faith belief that he, she or it has met the standard of conduct required for indemnification;
- (B) Such manager or member furnishes the Company with a written undertaking, executed personally by him, her or it, or on his, her or its

behalf, to repay the advance if it is determined that he, she or it did not meet such standard of conduct; and

- (C) a determination is made that the facts then known to those making the determination would not preclude indemnification.

Section 11.05 The Company shall indemnify each manager or member who was wholly successful, on the merits or otherwise, in defense of any proceeding to which he, she or it was a party, against reasonable expenses incurred by him, her or it in connection with the proceeding.

Section 11.06 A manager or member who is or was a party to a proceeding as described in this section may apply for indemnification to the court conducting such proceeding or to another court of competent jurisdiction.

Article XII. Admission of a New Member.

A person or entity may be admitted as a Member only upon the vote of the Members, by Percentage Interest, that is set forth in the Operating Agreement therefore, or, in the absence thereof, by eighty percent (80%) of the Percentage Interests. As a condition precedent to being admitted as a Member where the Company is issuing Units to a new Member, such person shall make a capital contribution in the amount determined by the Board of Managers based on its determination of the fair market value of the Units being issued and enter and become bound by the then current Operating Agreement

Article XIII. Transferability of Member's Interest and Withdrawal.

The interests of the Members of the Company may be transferred or assigned only as provided in the Operating Agreement. No transfer or assignment shall be made to any person or entity not qualified to be a member in accordance herewith. A transferee or assignee of a Member shall have no right to participate in the management of the Company or to become a Member unless the percentage of Members required by the Operating Agreement or these Articles of Organization to admit a new member, without regard to the vote of the Member seeking to make the transfer or assignment, approves of the proposed transfer or assignment at a membership meeting. Unless approved in the foregoing manner, a transferee or assignee of a Member's interest shall only be entitled to receive the share of profits or other compensation by way of income and the return of the contributions to which the transferring or assigning Member would otherwise be entitled. Except as may be required by the Act, a Member may withdraw from the Company only upon the approval of the Members, by Percentage Interest, as set forth in the Operating Agreement or, in the absence thereof, eighty percent (80%), excluding the Percent Interest of the Member seeking to withdraw.

IN WITNESS WHEREOF, the undersigned, Member has executed these Amended and Restated Articles of Organization this 4th day of January, 2016.

Valerie C. Faltemier
Valerie C. Faltemier, Manager

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**Restated Designation of Registered Agent and Registered Office of
Faltermier Rogers, PLLC**

The registered office of Faltemier Rogers, PLLC (the "Company"), as of the date of these Amended and Restated Articles of Organization, is 10 South 7th Street, Suite 1, Fernandina Beach, FL 32034, and the name of the registered agent of the Company is Valerie C. Faltemier, Esq.

The registered agent is familiar with the obligations of acting as a registered agent of a Florida PLLC, and accepted the appointment to serve as the Registered Agent of the Company on February 9, 2005. The designation was previously signed by Valerie C. Faltemier, Esq., as registered agent, and filed simultaneously with the Articles of Organization on February 9, 2005.

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