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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



April 10, 2013

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

Re: Amended and Restated Articles of Organization of Law Firm of Larry  
Gibbs Turner, P.L.

Dear Sir/Madam:

Enclosed please find: (A) the original signed amended and restated articles of organization for Law Firm of Larry Gibbs Turner, P.L.; and (B) a check in the amount of \$25.00, to cover the filing fee. Please file the amended and restated articles of organization and send notification of same to 220 N. Rosalind Ave., First Floor, 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 the typed name.

Edward R. Alexander, Jr.

Enclosures

**AMENDED AND RESTATED  
ARTICLES OF ORGANIZATION  
OF  
LAW FIRM OF LARRY GIBBS TURNER, P.L.  
*a Florida Professional Limited Liability Company***

Law Firm of Larry Gibbs Turner, P.L., a Florida professional limited liability company (the "**Company**"), by and through its sole member, hereby adopts these Amended and Restated Articles of Organization as an amendment to, and in replacement of, its Articles of Organization of February 4, 2011.

Pursuant to Section 608.411 of the Florida Statutes, the sole member adopted these Amended and Restated Articles of Organization on April 2, 2013.

**Article I. Name.**

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

**TURNER O'CONNOR KOZLOWSKI, P.L.**

**Article II. Principle & Mailing Address.**

The mailing address and the principal address of the Company is 204 West University Avenue, Suite 7, Gainesville, FL 32601.

**Article III. Business 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 Section 621, 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. Management.**

Section 4.01 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. Each Manager shall, at all times, be and remain duly licensed or otherwise legally authorized to practice law in the State of Florida.

Section 4.02 As of the date of the filing of these Amended and Restated Articles of Organization, the number of Managers of this Company shall be three.

Section 4.03 The following managers are elected and shall serve until the next annual meeting of the Members and until their successors are elected and qualified or until their resignation or removal pursuant to the Operating Agreement of the Company:

Larry Gibbs Turner  
Peggy-Anne O'Connor  
Ronald Kozlowski

Section 4.04 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 4.05 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 4.06 Nothing in this Article shall be construed to preclude the Managers from serving the Company in any other capacity and receiving compensation therefore.

Section 4.07 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 4.08 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 V. 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 Percentage Interest (as defined below) as 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 alterations thereto shall, in all cases, be in writing; and (B) if an amendment or modification to, or replacement of, the Operating Agreement may be undertaken by vote of the Members by Percentage Interest that is less than one hundred percent (100%), 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 it is actually signed by such Member.

#### **Article VI. 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 only if they are executed by the Managers; provided, however, the Managers may, in accordance with these Articles of Organization and the Operating Agreement, elect one Manager to execute such documents.

#### **Article VII. 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 VIII. 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 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 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 ten thousand (10,000) authorized membership interest units that may be issued and outstanding 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.

#### **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/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.

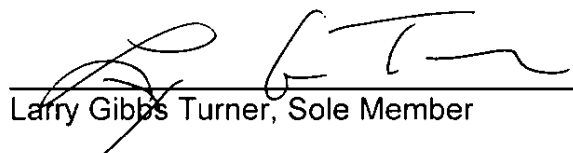
#### **Article XII. Admission of a New Member.**

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. A Member may withdraw from the Company only upon the approval of the percentage vote of the Members, by Percentage Interest, set forth in the Operating Agreement or, in the absence thereof, eighty percent (80%).

IN WITNESS WHEREOF, the undersigned, Member has executed these Amended and Restated Articles of Organization this 2<sup>nd</sup> day of April, 2013.

  
Larry Gibbs Turner, Sole Member