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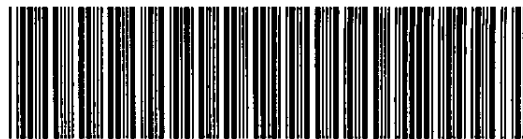
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FEB 13 2017
J. HARRIS

**Bridge Investment Group 2, LLC
17999 SW 288th Street
Homestead, FL 33030**

February 6, 2017

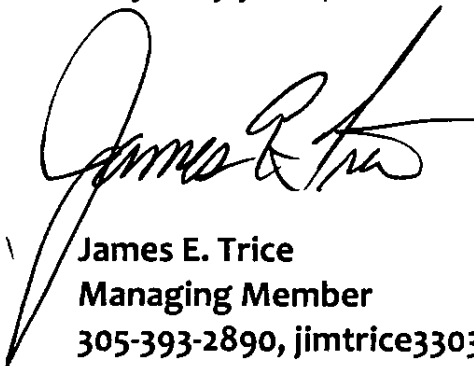
**Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314**

**RE: Bridge Investment Group 2, LLC
L11000034348**

Enclosed please find Amended and Restated Articles of Organization, for Bridge Investment Group 2, LLC, effective 2/1/2017. The articles were amended to clarify our dissolution procedures. Also, please find a check in the amount of \$25.00 which amount represents our filing fee.

Thank you for your prompt attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "James E. Trice", with a long, sweeping underline that extends to the left and then curves back under the name.

**James E. Trice
Managing Member
305-393-2890, jimtrice33030@comcast.net**

AMENDED & RESTATED ARTICLES OF ORGANIZATION

OF

BRIDGE INVESTMENT GROUP 2, LLC

2/1/2017

SECTION 1. ORGANIZATION

1.1 Name. The name of this limited liability company is:

Bridge Investment Group 2, LLC

1.2 Business Address. The business address of the Company is: 17999 SW 288 Street, Homestead, Florida 33030. The primary business office of the Company shall be 17999 SW 288 Street, Homestead, Florida 33030 and such other place or places as the Members from time-to-time may designate.

1.3 Registered Agent. The initial Registered Agent of the Company is Steven D. Losner, Steven D. Losner, P.A. 59 N.E. 15 Street, Homestead, Florida 33030.

1.4 Seal. The seal of the Company shall bear the designation "State of Florida, Limited Liability Company 2014". The Members may alter the seal of the Company.

1.5 Fiscal Year. The fiscal year of the Company shall end on December 31 in each year.

SECTION 2. PURPOSE & POWERS

2.1 Purpose. The Company is created for the purpose of extending financing to individuals and businesses by originating variable term secured loans in order to purchase personal property and real property, and to undertake any such other activities incidental thereto such activities as may be agreed upon by the Members and as are lawful under the laws of the State of Florida. Without restriction to the foregoing the Company may undertake any lawful activity and shall exercise all the powers vested in a limited liability company organized and existing by virtue of The Florida Revised Limited Liability Company Act. [36 Fl.Stat. Ch. 605] ("Act").

2.2 Powers. The Company shall conduct its business, carry on its operations, shall have and shall exercise all powers necessary or convenient to:

- A. Sue or be sued, or complain or defend, in its name.
- B. Purchase, take, receive, lease, or otherwise acquire, own, hold, improve

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or use or otherwise deal in or with, real or personal property, or an interest in real or personal property, wherever situated.

- C. Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, or transfer, or otherwise dispose of, all or any part of its property or assets.
- D. Purchase, take, receive, subscribe for, or otherwise acquire, own, vote, use, employ, sell, mortgage, lend, or pledge, or otherwise dispose of, or otherwise use or deal in or with:
 - (i) Shares or other interests in or obligations of other foreign or domestic limited liability companies, domestic or foreign corporations, associations, general or limited partnerships, or individuals.
 - (ii) Direct or indirect obligations of the United States or any other government, state, territory, governmental district, or municipality or of any instrumentality thereof.
- E. Make contracts or guarantees or incur liabilities; borrow money at such rates of interest as the Company may determine; issue its notes, bonds, or other obligations; or secure any of its obligations by mortgage or pledge of all or any part of its property, franchises, and income.
- F. Lend money for any lawful purpose, invest or reinvest its funds, or take and hold real or personal property as security for the payment of funds so loaned or invested.
- G. Conduct its business, carry on its operations and have offices, and exercise its powers within or without the state.
- H. Elect or appoint managers and agents of the Company, define their duties and fix their compensation.
- I. Make and alter its regulations, not inconsistent with the Articles of Organization or the laws of the State of Florida, for the administration and regulation of the affairs of the Company.
- J. Make donations to the public welfare or for charitable, scientific or educational purposes.
- K. Indemnify a Member or manager or any other person to the same extent as a corporation may indemnify any of the directors, officers, employees

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or agents of the corporation against expenses actually and reasonably incurred by him or in connection with the defense of any action, suit or proceeding, whether civil or criminal, in which he or it is made a party.

- L. Cease its activities and surrender its certificate of organization.
- M. Have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is organized.
- N. Transact any lawful business which the Members or the managers find to be in aid of governmental policy.
- O. Pay pensions and establish pension plans, profit-sharing plans, and other financial incentive plans for any and all of its managers and employees.
- P. Be a promoter, incorporator, general partner, limited partner, Member, associate or manager of any corporation, partnership, limited partnership, limited liability company, joint venture, trust or other enterprise.

2.3 Limitations. The Company shall not exercise any power inconsistent with the Florida Limited Liability Company Act or participate in any activity or manner which would deprive it of taxation as a partnership under Revenue Ruling 88-76, 1988-2 C.B. 361, and Regulation Section 301.7701 of the Internal Revenue Code of 1986, as amended, and future amendments thereof ("IRC").

2.4 Investment Criteria. Without limitation to the authority of the Company to conduct such business as is authorized by the Articles of Organization, these Regulations or the laws of the State of Florida, but in furtherance thereof, the Company shall have the power to invest in stocks, bonds and all forms of negotiable instruments.

SECTION 3. CAPITAL & DISTRIBUTIONS

3.1 Capital. The capital of the Company shall consist of the initial sum of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars which shall be contributed by the Members in the following amounts:

| | |
|-------------------|----------|
| Kern A. Carpenter | \$400.00 |
| Jeffrey D. Losner | \$400.00 |
| James E. Trice | \$400.00 |

3.2 Participation. The initial participation of the Members shall be in proportion to their contributions to the capital of the Company. The Participation shall be adjusted from time to

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time to properly reflect any additional contributions or withdrawals by the Members. Each Member shall share in the assets, profits and losses of the Company pro rata to the Participation.

3.3 New Investments. The Participation allocated to subsequent Members shall be in proportion to the capital of the Company at the time of the contribution, unless by unanimous written consent of the existing Members and upon written approval of the proposed new Members, a different proportion is agreed and justified to reflect an unusual and needed contribution to the success of the Company.

3.4 Distributions. The Company may, from time to time, distribute its property to the Members upon the basis of their Participation and subject to the following conditions, however any such distributions shall only be made as the manager in his or her sole discretion shall determine:

A. Profits and Losses. Each Member in proportion to the Participation of the Member, shall share in net profits and losses arising from the operation of the business of the Company.

B. Capital. No Member shall receive out of the Company property any distribution unless and until:

- i. All liabilities of the Company, except liabilities to Members on account of their contributions to capital, have been paid or sufficient property of the Company remains to pay them.
- ii. The consent of all Members is had, unless the return of Member's contribution to capital may be rightfully demanded as provided in the Articles of Organization of the Company or these Regulations.
- iii. The Articles of Organization are canceled or so amended as to set out the withdrawal reduction.

C. Demand. Subject to the provisions of Paragraph B of this Section 3.4, a Member may rightfully demand distribution of the cash value of his or her or its Participation in the assets of the Company upon the following occurrences:

- i. Any event specified in any article of The Articles of Organization as requiring the distribution of the Participation of a Member, or
- ii. The dissolution of the Company.

D. Conversion Cost. Members may be offered property in settlement of their claims against the Company. If the offered property is refused by the Member, the Company shall sell such assets as necessary to render payment in cash. The cost of conversion shall be charged against the account of the Member receiving the distribution.

SECTION 4. MEMBERSHIP

4.1 Members. The name and addresses of the initial Members of the Company are as stated in the Articles of Organization.

4.2 Election. The number of Members *shall consist of one or more persons.* Members shall be admitted upon the unanimous written consent of the Members and as set forth in the Articles of Organization of the Company and these Regulations.

4.3 Qualification. Membership in the Company may include, whether U.S. citizens or foreign nationals, individuals, corporations, partnerships, trusts or other entities.

4.4 Certificate. The Company may issue each Member a certificate to evidence its Participation. The Company shall not issue stock certificates.

4.5 Withdrawal or Resignation. In the event a Member desires to withdraw or retire from the Company, such Member shall give written notice to each remaining Member. Withdrawal or resignation shall be deemed effective upon the receipt of notice ("Date of Withdrawal"), unless a later date is specified.

4.6 Expulsion. A Member may be expelled from the Company by unanimous vote of all other Members (not including the Member to be expelled) upon the following grounds:

- A. Failure of a Member to make timely contribution of any agreed subscription when such failure has continued for a period of thirty (30) days after written notice thereof.
- B. Failure to fulfill any other obligation as required under the Articles of Organization or these Regulations when such failure has continued for a period of sixty (60) days after written notice thereof.
- C. Adjudication of a Member as incompetent.
- D. Disability of the Member to the extent that the Member is unable to fulfill his or her obligations to the Company as specified in the Articles of Organization or these Regulations.
- E. The making of an assignment for the benefit of creditors, the filing

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of a petition under the National Bankruptcy Act or under any similar law or statute of the United States or any State thereof or the adjudication of the Member as a bankrupt or insolvent in proceedings filed against such Member under any such act or statute.

- F. Taking any act inconsistent with the Articles of Organization, these Regulations, or any unlawful act causing damage to the Company.

SECTION 5. TRANSFERS

5.1 Definitions:

"Assignee" means a person who receives a Transfer of all or a portion of the Participation of a Member, but who has not been admitted to the Company as a Member.

"Capital Commitment" means the additional capital contributions required by each Member in excess of their initial capital. Capital Commitments may be modified from time to time, as unanimously agreed upon by the Members.

"Transfer" means any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other form of transfer of a Member's Participation or any portion of a Member's Participation, whether voluntary or involuntary, whether attempted or completed, and whether during the transferor's lifetime or upon or after the transferor's death, including by operation of law, court order, judicial process, foreclosure, levy or attachment.

5.2 Limited Right to Transfer. No Member or Assignee shall make any Transfer of all or any part of its Participation, whether now owned or hereafter acquired, except (a) with the consent of a majority of the Members; (b) as provided by Section 6 of this Agreement; (c) as an expelled Member as provided by Section 4.6 of this Agreement; or (d) upon winding up or termination, as provided by Section 10 of this Agreement. Any attempted Transfer by a person of an interest or right, or any part thereof, in or in respect of the Company other than as specifically provided by this Agreement shall be, and is hereby declared, null and void ab initio.

5.3 Admission as Substituted Member. An Assignee has the right to be admitted to the Company as a Substituted Member with the Participation and the Capital Commitment so transferred to such person, in the event that:

- A. the Member making such Transfer grants the Assignee the right to be so admitted;
- B. such Transfer is consented to in accordance with Section 5.2(a) of this Agreement; and

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18 FEB 29 AM 11:09

- C. a written, signed and dated instrument evidencing the Transfer has been filed with the Company in form and substance reasonably satisfactory to the Members, and said instrument contains (i) the agreement by the Assignee to be bound by all of the terms and provisions of this Agreement, (ii) any necessary or advisable representations and warranties, including that the Transfer was made in accordance with all applicable laws, regulations, and securities laws, (iii) the Participation and the Capital Commitments after the Transfer of the Member effecting the Transfer and the person to which the Member's Participation or part thereof is transferred (which together must total the Participation and the Capital Commitment of the Member effecting the Transfer before the Transfer) and (iv) the name, address and any other pertinent information necessary for an amended Articles of Organization (or operating agreement if applicable) and to make distributions.

5.4 Rights of an Assignee.

- A. Unless and until an Assignee becomes a Substituted Member of the Company as provided in this Agreement, the Assignee shall be entitled only to (i) allocation of income, gain, loss, deduction, credit, or similar items, and to receive distributions to which the assignor is entitled to the extent these items were assigned, and (ii) reasonable information or account of transactions of the Company and to make reasonable inspection of the books and records of the Company. The membership interest of the Assignee shall not be considered in the voting requirements of the Company, and the Assignee shall have no right to participate in the operations or management of the Company.
- B. In the event that the Members make additional contributions to the Company, which a Member's Participation is held by an Assignee, who has not been admitted as a Substituted Member, the Assignor Member and its Assignee shall be jointly and severally liable for the corresponding contribution in connection with the membership interest held by Assignee. If the Assignor Member or Assignee does not make such contribution in accordance with the provisions of this Agreement, then the Assignor Member and Assignee shall be treated as being in default and the other Members may vote for expulsion of the Assignor Member under Section 4.6A. In the event that one or more new Members are admitted into the Company, or one or more existing Members increase their Participation, the Participation of the Assignee may be correspondingly reduced and no consent or other action on the part of such Assignee shall be

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required.

5.6 Transfer to Existing Member. In the event of a Transfer to an existing Member, the existing Member shall be automatically deemed to be a Substituted Member.

5.7 Third Party Offer. In the event a Member desires to sell all or any portion of its Participation to another person (other than an existing Member), the selling Member shall first offer to sell their Participation to the other existing Members. Upon the receipt of an offer from a Third Party to purchase such Participation, the selling Member shall promptly deliver a copy of the Third Party offer to all other Members. Each Member will have thirty (30) days from the date of receipt of the Third Party offer to notify the selling Member in writing that the other Member intends to purchase the selling Member's Participation upon the terms and conditions of the Third Party offer. If more than one non-selling Member desires to purchase the Participation, each of the purchasing Members shall purchase a portion of the Participation that is proportional to that Member's Participation. If none of the other Members give notification within thirty (30) days of an intention to purchase the Participation, then the selling Member shall be permitted to sell its Participation to the Third Party upon the terms and conditions of the Third Party offer.

5.8 Reasonable Expenses. The Member effecting a Transfer and the Substituted Member shall pay, or reimburse the Company for, all costs incurred by the Company in connection with the admission of the Substituted Member (including, without limitation, any legal fees incurred in connection with legal opinion, etc.) on or before the tenth (10th) day after the receipt by that person of the Company's invoice for the amount due. If payment is not made by the date due, the person owing the amount shall pay interest on the unpaid amount from the date due until paid at a rate per annum equal to 18%, or the lawful rate of interest such that the interest rate is not usurious.

SECTION 6. BUYOUT OF MEMBERSHIP INTEREST

6.1 Withdrawal of Member. Commencing upon the Date of Withdrawal, the remaining Members shall, for a period of sixty (60) days, have the option to purchase all or any portion of the withdrawing Member's Participation at Fair Value (determined as of the date of receipt of notice for withdrawal); provided, however, the exercise of said option shall require the unanimous approval of the remaining Members. Upon the expiration of sixty (60) days after the Date of Withdrawal, the remaining Members shall no longer have an option to purchase any of the withdrawing Member's Participation. The withdrawing Member shall effectively be withdrawn as a Member of the Company and treated as a dissociated member under Chapter 605 of the Florida Statutes, thereby possessing the rights of an Assignee, as described in Section 5.4, entitled to the allocation of income, gain, loss, deduction, credit, or similar items, and to receive distributions derived from the loans originated up until the Date of Withdrawal, as well as a full return of withdrawn Member's capital once those outstanding loans have become due. Renegotiations, modifications, or extensions of the aforementioned loans after the Date of Withdrawal shall not prejudice or delay the return of the withdrawn Member's capital.

6.2 Death of Member. Commencing upon the death of a Member, the surviving Members shall for a period of sixty (60) days have the option to purchase all or any portion of the deceased Member's Membership Interest at Fair Value (determined as of the date of the death of the Member), in such proportions as the surviving Members mutually agree or, if they fail to agree, in proportion to their respective Participation. Upon the expiration of sixty (30) days after the death of a Member, the option to purchase shall expire and the Assignee (which may include spouse and executors or administrators of the deceased Member) shall be entitled to the allocation of income, gain, loss, deduction, credit, or similar items, and to receive distributions derived from the loans originated up until the date of death of the Member, as well as a full return of the deceased Member's capital once those outstanding loans have become due. Renegotiations, modifications, or extensions of the aforementioned loans after the date of death of the Member shall not prejudice or delay the return of the deceased Member's capital.

6.3 Exercise of Option. Any option to purchase a Member's Participation, as provided by this Agreement, shall be deemed exercised at the time the purchasing party delivers to the selling party written notice of intent to exercise such option along with an initial payment in the form of a certified or cashier's check or wire transfer in the amount of ten percent (10%) of the estimated purchase price anticipated by the purchaser, in person or by United States registered mail, properly stamped and addressed to the last known address of the selling party.

6.4 Determination of Fair Value. The "Fair Value" of a Member's Participation shall be the amount that would be distributable to the Member holding such interest in the event that the assets of the Company were sold for cash and the proceeds, net of liabilities, were distributed to the holders of all Membership Interests pursuant to this Agreement. In the event that the Fair Value of a Member's Participation is to be determined under this Agreement, the Members shall select a qualified independent appraiser to make such determination, and the Members shall make the books and records available to the appraiser for such purpose. The determination of Fair Value made by such appraiser shall be final, conclusive, and binding on the Company, all Members, and all Assignees of a Member's Participation.

6.5 Fees and Expenses of Appraiser. In the case of a purchase and sale of Member's Participation under paragraph 6.1 or 6.2 of this Agreement (in the event of withdrawal or death of a Member), the fees and expenses of such appraiser shall be paid pro rata by the Members according to their respective Participation. In the case of a purchase and sale of Membership Interest under paragraph 4.6 (in the event of expulsion of a Member), the fees and expenses of such appraiser shall be paid by the expelled Member, by deducting at closing such fees and expenses from the purchase price to be paid to such expelled Member, and remitting the same to the Company. Otherwise, the fees and expenses of such appraiser shall be shared equally by the purchaser and seller.

6.6 Right to Withdraw Option. In the event that a Member has exercised an election purchase a Member's Participation under this Agreement and Fair Value has been determined provided by Section 6.4 of this Agreement, such Member may elect to terminate its right purchase within thirty (30) days following its receipt of the determination of Fair Value.

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delivery of written notice to the Company and to the Assignee. In such an event, the initial payment shall be returned to the Member withdrawing the option, and the other Members may elect to purchase the Member's Participation (or portion thereof) in such proportions as they mutually agree or in proportion to their respective Participation.

6.7 Terms of Purchase.

- A. The closing date for any sale and purchase made pursuant to this Article shall be the later of (i) sixty (60) days after the notice of the exercise of option has been received by the selling party, or (ii) sixty (60) days after the parties have received notice of the Fair Value of the Member's Participation.
- B. Payment of the purchase price for a Membership Interest may be made by the Company and/or the other Members as follows: (i) a down payment equal to ten percent (10%) of the Fair Value to be made at closing, and (ii) the balance of the purchase price, bearing interest at the General Interest Rate determined on the date of closing, to be paid in twenty-four (24) equal monthly installments, with the first payment due sixty (60) days after the date of closing. Any such purchaser shall have the right to pay all or any part of such obligation at any time or times in advance of maturity without penalty. In the event that the Company becomes a party to a Fundamental Business Transaction, such obligation (or remaining portion thereof) shall be paid in full within sixty (60) days of the date that the Company becomes a party to such transaction.
- C. At the closing, the person selling their Participation will transfer the Participation free and clear of any liens or encumbrances, other than those which may have been created to secure any indebtedness or obligations of the Company.
- D. In each event that a Member's Participation in the Company is purchased as described in this Agreement, upon the execution and delivery of the notes or payment of the cash as required herein, this Agreement shall operate as an automatic transfer to the purchaser of the Participation in the Company. The payment to be made to the selling Member, Assignee, or its representative shall constitute complete release, liquidation and satisfaction of all the rights and interest of the selling Member, Assignee, or its representative (and of all persons claiming by, through, or under the selling Member, Assignee, or its representative) in and in respect of the Company, including, without limitation, any Participation, any rights in specific Company property, and any rights against the Company.

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(insofar as the affairs of the Company are concerned) against the Members. The parties shall perform such actions and execute such documents that may be reasonably necessary to effectuate and evidence such purchase and sale, and release as provided by this paragraph.

SECTION 7. LIMITED LIABILITY

7.1 Coverage. Neither the Members of the Company nor the managers of the Company, if any, shall be liable under a judgment or decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the Company, provided always, that all persons who assume to act for the Company do so in conformity with these Articles of Organization and these Regulations of the Company.

7.2 Indemnity. The Company shall indemnify any present or former Member, agent or any other person against expenses actually and reasonably incurred in connection with the defense of an action, suit, or proceeding, whether civil or criminal to the same extent as a corporation may indemnify any of its directors, officers, employees, or agents.

7.3 Liability. A Member of shall be liable to the Company in the following circumstances and for the amount stated:

- A. For the difference between the amount of the Member's contribution to capital which has been made and the amount which is stated in the Articles of Organization as having been made; and
- B. For any unpaid contribution which the Member agreed in the Articles of Organization to make in the future, at the time and on the conditions stated in the Articles of Organization.

7.4 Constructive Trust. A Member shall hold as trustee of the Company following property:

- A. Specific property which is stated in the Articles of Origination having been contributed by such Member, but which property was not contributed or which property has been wrongfully erroneously returned; and
- B. Money or other property wrongfully paid or conveyed to such Member on account of the contribution of the Member.

7.5 Waiver by Consent. The liability of a Member as set out in Section 5.3 may be waived or compromised by the unanimous consent of the Members.

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7.6 Continuing Liability. The waiver or compromise provided in Section 5.5 hereof shall not affect the right of a creditor of the Company who extended credit or whose claim arose after the filing and before a cancellation or amendment of the Articles of Organization to enforce such liabilities.

In the event a Member receives a distribution from the Company, such Member shall remain liable to the Company for any sum, not to exceed the amount of the distribution with interest, necessary to discharge the liability of any creditor of the Company who extended credit or whose claims arose before such distribution was made to the Member.

SECTION 8. MANAGEMENT

8.1 Managing Director. The management of the Company shall be vested in a manager or managers who shall be automatically re-elected annually, until removed by majority vote of the Members. The manager or managers shall also hold the office and have the responsibilities accorded to them by the Members.

8.2 Appointment of Initial Manager. **Jeffrey D. Losner, Kern A. Carpenter and James E. Trice** shall serve as the initial managers of the Company commencing upon the effective date of the Company. They shall serve for a period of one (1) year, automatically re-elected annually, until removed by majority vote of the Members. Any of them may act alone with the consent of all other Members to such action.

8.3 Contracting Debt. No debt shall be contracted nor liability incurred by or on behalf of the Company except by: (1) one or more of the managers, if management of the Company has been vested by the Members in a manager or managers or (2) any Member, if management of the Company is retained by the Members.

8.4 Company Property. Real or personal property owned or purchased by the Company shall be held and owned, and conveyance shall be made, in the name of the Company. 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 one or more managers of the Company if a manager or managers have been appointed, or if they are executed by one or more Members of the Company if management has been retained by the Members.

8.5 Vote. Decisions on all matters shall be by majority vote. The vote of each Member shall be in proportion to the Initial Participation of the Member.

8.6 Manager. The Members, by majority vote shall annually select one or more individuals or entities as limited agents of the Company to undertake specific actions to facilitate the business of the Company. Such agent shall act under the terms of the Articles of Organization (or operating agreement if applicable).

A. Qualifications. A Member may serve as Managing Director of

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Company.

B. Compensation. Then Managing Director shall be entitled to receive Compensation for services of such amount as the Members may determine, and for reasonable expenses.

C. Tenure. The Managing Director shall be elected to serve for a period of one (1) year, and until his, her or its successor is elected and qualified.

D. Suspension or Removal. The appointment of the Managing Director shall be revocable with, or without cause, by written action of a majority of the Members. Notice of such action shall be given to all other Members. Managers and the Managing Director, if any, may be removed and replaced for cause upon the majority vote of all Members.

E. Resignation. The Managing Director may resign by delivering his or her written notice of resignation effective upon receipt, unless some other time is specified. Acceptance thereof shall not be necessary to make the resignation effective unless it so states.

SECTION 9. MEETINGS

9.1 Meetings of Members.

A. Annual. The Annual Meeting of the Members shall be held each fiscal year of the Company at times and places, within the State of Florida, as selected by the Members.

No change in the date fixed in these Regulations for the Annual Meeting shall be made within twenty (20) days before the date stated herein. Notice of any change of the date fixed in these Regulations for the Annual Meeting shall be given to all Members at least twenty (20) days before the new date fixed for such meeting.

If the Annual Meeting is not held as herein provided, a Special Meeting of the Members may be held in place thereof with the same force and effect as the Annual Meeting, and in such case all references in these Regulations, except in this section to the Annual Meeting of Members shall be deemed to refer to such Special Meeting. Any such Special Meeting shall be called and notice shall be given as provided herein.

B. Regular. Regular Meetings of the Members may be held at such places within the State of Florida and at such times as the Members determine.

C. Special. Special Meetings of the Members may be held at any time and at any place within Florida. Special Meetings of the Members shall be called by notice upon the written demand of two or more Members.

9.2 Call. No call or notice shall be required for Annual or Regular Meetings of Members, provided that notice of the first Regular Meeting following the determination by the Members of the times and places for Regular Meetings shall be given to absent Members. Notwithstanding the provisions, notice shall be given:

- A. Of an Annual Meeting held other than at the principal office of the Company.
- B. If contracts or transactions of the Company with interested persons, or agents, or amendments to the Articles of Organization of the Company or to these Regulations are to be considered at the meeting.
- C. If the meeting is to consider the resignation, withdrawal or expulsion of a Member, or agent, or Managing Director.
- D. If the meeting is to consider the continuation of the Company after an event of Dissolution.
- E. As otherwise required by law, the Articles of Organization of the Company or these Regulations.

9.3 Waiver. Notice shall not be required if a written waiver of notice is executed by the Member before or after the meeting. A waiver of notice need not specify the purposes of the meeting unless such purpose is required to be stated pursuant to the Articles of Organization of the Company or these Regulations.

9.4 Quorum. At any meeting of the Members a majority of the Members then in good standing shall constitute a quorum. Any meeting may be adjourned to such date or dates not more than ninety (90) days after the first session of the meeting by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

9.5 Vote. Members shall have a vote in accord with their Participation. The amount of each Participation shall be determined at the time the vote is taken. When a quorum is present at any meeting a majority of the votes properly cast by Members present in person or duly represented shall decide any question, including election to office unless otherwise provided by law, the Articles of Organization or these Regulations.

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9.6 Consent. Any action required or permitted to be taken at meeting of the Members may be taken without a meeting if all Members entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of the Members. Such consents shall be treated for all purposes as a vote at a meeting.

9.7 Proxy. Members shall vote in person. The use of a proxy is expressly prohibited.

SECTION 10. DURATION - DISSOLUTION

10.1 Duration. The Company shall commence business on the date of the filing of the Articles of Organization and shall exist perpetually thereafter from such date, or until earlier dissolved pursuant by unanimous written agreement of the Members or pursuant to Section 10.2 hereof.

10.2 Dissolution. As soon as possible following the occurrence of any of the events specified in this Section 10.2, the Company shall execute and deliver to the Florida Department of State, a statement of intent to dissolve in the form prescribed by law.

A. The unanimous written agreement of the Members to dissolution.

B. The imminent insolvency of the Company.

10.3 Winding-up. Upon the filing of a Statement of Intent to Dissolve, the Company shall cease to carry on its business, except insofar as may be necessary for winding up its business, but its separate existence shall continue until a certificate of dissolution has been issued by the Florida Department of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

Within twenty (20) days after A Statement of Intent to Dissolve is filed with the Department of State, the Company shall cause notice thereof to be mailed to each creditor of, and claimant against the Company.

The Company shall proceed to collect its assets; convey and dispose of such of its properties not to be distributed in kind to its members; pay, satisfy, or discharge its liabilities and obligations or make adequate provision for payment or discharge thereof; and do all other acts required to liquidate its business and affairs. After paying or discharging all its obligations or making adequate provision for payment or discharge thereof, the Company may distribute the remainder of its assets, either in cash or in kind, among its Members according to their respective rights and interests.

10.4 Distribution. In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order.

- A. Those liabilities to creditors, in order of priority as provided by the laws of the State of Florida, except those liabilities to Members on account of their contributions.
- B. Those liabilities to Members in respect of their shares of the profits and other compensation by way of income on their contributions.
- C. Those liabilities to Members of the Company in respect of their contributions to capital.

Subject to any statement in these Regulations, Members shall share in the Company assets in respect to their claims for capital and in respect to their claims for profits or for compensation by way of income on their contributions respectively, in proportion to the respective amounts of the claims.

10.5 Articles of Dissolution. When all debts, liabilities, and obligations of the Company have been paid or discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Company have been distributed to the Members, Articles of Dissolution shall be executed, verified by all Members, and delivered to the Florida Department of State. Such statement shall aver:

- A. That all debts, obligations and liabilities have been paid or discharged, or that adequate provision has been made therefor; and
- B. That all the remaining property and assets have been distributed among the Members in accordance with their respective rights and interests; and
- C. That there is no suit pending against the Company in any court or that adequate provision has been made for the satisfaction of any judgment, order, or decree which may be entered against the Company in any suit.

10.6 Payment. If the remaining Members consent to continue the existence of the Company they shall pay to the withdrawn, retired or expelled Member or the estate of the deceased Member, the value of the Participation in the net assets of the Company of the former Member as evaluated under Paragraph 8.7 hereof. Payment shall be made within three (3) months of notice of withdrawal resignation or death, or the effective date of the action pursuant to which the Member was expelled.

10.7 Value. The value of the Participation of a Member in the Company shall be determined by multiplying the Participation of the Member by the net worth of the Company and subtracting from the product thereof any brokerage and other selling expense necessary to convert to cash the Participation of the Member.

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SECTION 11. AMENDMENTS

These Articles of Organization, with the exception of vested rights of Members, may be amended by vote of a majority of the Members. Such amendments shall be duly signed by all Members and the necessary documents filed with the Florida Department of State. All Members shall abide by the majority decision and agree to sign such amendments for the purpose of such filing.

SECTION 12. NOTICES

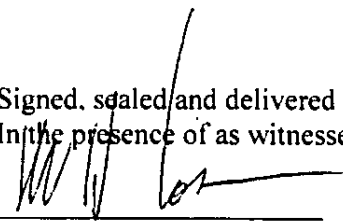
All notices to the Members pursuant to the Articles of Organization of the Company or this Agreement shall be in effect when delivered in person or, when deposited with a United States Post Office as certified mail, return receipt requested, or when received by telegram, facsimile or other electronic transmission.

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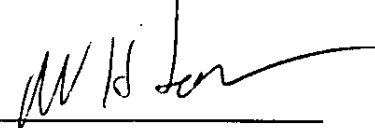
CERTIFICATION OF AMENDED & RESTATED ARTICLES OF ORGANIZATION

Ratified and Certified a True Copy of the Amended & Restated Articles Of Organization of Bridge Investment Group 2, LLC effective the 1 day of February, 2017.

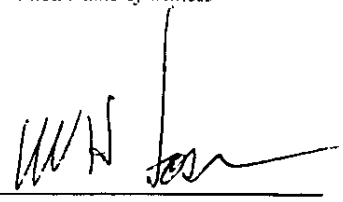
Signed, sealed and delivered
In the presence of as witnesses:


Signature of witness


W H LOSNER
Printed Name of witness


Signature of witness

W A LOSNER
Printed Name of witness


Signature of witness

W H LOSNER
Printed Name of witness


Kern A. Carpenter


Jeffrey D. Losner


James E. Trice

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