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ABILITY WILEY, LLC**

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S. YOUNG

### AMENDED AND RESTATED ARTICLES OF ORGANIZATION

The Articles of Organization of Ability Wiley, LLC, originally filed on February 4, 2014 and effective February 1, 2014, are hereby amended and restated in their entirety, pursuant to Section 605.0202, Florida Statutes, to read as follows:

#### ARTICLE I – NAME

The name of the limited liability company is Ability Wiley, LLC (the "Company").

#### ARTICLE II – ADDRESSES

The street address of the principal office of the Company is 6970 Wiley Road, Jacksonville, Florida 32210.

The mailing address of the Company is 76 South Laura Street, Suite 303, Jacksonville, Florida 32202.

#### ARTICLE III – PURPOSE

The Company is organized and shall be operated exclusively for religious, charitable, scientific, literary, and educational purposes, consistent with Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder, or the corresponding provisions of any future United States Internal Revenue Law (the "Code"). Specifically, and without limiting the generality of the preceding sentence, the Company is organized to develop and operate affordable housing. Notwithstanding the generality of the foregoing, the powers of the Company shall be subject to the following limitations and restrictions:

(a) The Company shall have no power to do any act inconsistent with the provisions of Section 501(c)(3) and Section 170(c)(2) of the Code;

(b) No part of the income, profit or assets of the Company shall inure to the benefit of, or be distributable to, directly or indirectly, its managers, officers, or other private persons; provided, however, that the Company shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Amended and Restated Articles of Organization, and shall be authorized and empowered to make distributions to members who have been granted exemption from federal income tax by the Internal Revenue Service and are described in Section 501(c)(3) of the Code; and

(c) No substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Company shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

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**ARTICLE IV – DURATION AND EXISTENCE; EFFECTIVE DATE**

The Company will exist perpetually, commencing on the date of the filing of these Amended and Restated Articles of Organization with the Secretary of State of the State of Florida.

**ARTICLE V – CONTINUATION OF LIMITED LIABILITY COMPANY**

So long as the Company continues to have at least one remaining member, the death, retirement, resignation, expulsion, bankruptcy or dissolution of any member or the occurrence of any other event that terminates the continued membership of any member shall not cause the Company to be dissolved, and upon the occurrence of any such event, the Company shall be continued without dissolution. At any time there are no members, the Company shall not be dissolved and shall not be required to be wound up if, within one (1) year after the occurrence of the event that terminated the continued membership of the last remaining member, the personal representative or other legal representative of the last remaining member agrees in writing to continue the Company and agrees to the admission of the personal representative or other legal representative of such member or its nominee or designee to the Company as a member, effective as of the occurrence of the event that terminated the continued membership of the last remaining member.

**ARTICLE VI – REGISTERED OFFICE AND AGENT**

The Company hereby (a) designates 76 South Laura Street, Suite 303, Jacksonville, Florida 32202 as the street address of the Company's registered office, and (b) names Shannon Nazworth as the Company's registered agent at that address to accept service of process within the State of Florida.

**ARTICLE VII – MANAGEMENT AND AUTHORITY**

The Company shall be a manager-managed company. Pursuant to Section 605.04074, Florida Statutes, no member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to incur debt or contractual liability on behalf of the Company solely by virtue of being a member.

**ARTICLE VIII – INDEMNIFICATION**

(a) The Company shall indemnify any person who is or was a party to any proceeding by reason of the fact that such person is or was a manager or officer of the Company or its subsidiaries, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as a manager or officer of the Company or its subsidiaries. To the fullest extent not prohibited by law, the Company shall advance indemnification expenses for actions taken in the capacity of such person as an officer or manager within twenty (20) days after receipt by the Company of (i) a written statement requesting such advance, (ii) evidence of the expenses incurred, and (iii) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is ultimately determined that such person is not entitled to be indemnified against such expenses.

(b) The Company by action of its managers, in their sole discretion, may indemnify any person who is or was a party to any proceeding by reason of the fact that such person is or was an employee or agent of the Company or its subsidiaries, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as an employee or agent of the Company or its

subsidiaries. The Company by action of its managers, in their sole discretion, may advance indemnification expenses for actions taken in the capacity of such person as an employee or agent after receipt by the Company of (i) a written statement requesting such advance, (ii) evidence of the expenses incurred, and (iii) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is ultimately determined that such person is not entitled to be indemnified against such expenses. Absent specific action by the managers, the authority granted to the managers in this paragraph (b) shall create no rights in the persons eligible for indemnification or advancement of expenses and shall create no obligations of the Company relating thereto.

(c) Provided, however, notwithstanding the foregoing paragraphs (a) and (b), that no such indemnification shall be permitted if such indemnification would be inconsistent with the provisions of Section 501(c)(3) and Section 170(c)(2) of the Internal Revenue Code 1986, as amended.

#### ARTICLE IX – COMPANY LIQUIDATION AND DISSOLUTION

Upon dissolution, the assets of this Company, after all debts and liabilities are paid, shall be distributed in furtherance of the Company's purposes contained in these Amended and Restated Articles of Organization, including a distribution to a government entity or an organization described in Section 501(c)(3) of the Code, which organization may be the member of the Company. In no event shall any liquidating distribution inure to the benefit of a private individual or for-profit corporation. If for any reason the liquidating distributions cannot be made in accordance with the preceding sentence, upon order of a court of competent jurisdiction, distributions shall be made to another organization to be used in such manner as in the judgment of the court will best accomplish the charitable purposes of the Company.

IN WITNESS THEREOF, the undersigned has hereunto set his hand and seal this 9<sup>th</sup> day of June, 2014.

ABILITY WILEY, LLC

By: ABILITY HOUSING OF NORTHEAST FLORIDA, INC.,  
a Florida not-for-profit corporation, its sole member

By: Greg Matovina  
Greg Matovina, President

#### ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby (a) agrees to act as registered agent for the Company named above, to accept service of process at the place designated in these Amended and Restated Articles of Organization, and to comply with the provisions of Chapter 605, Florida Statutes, and (b) acknowledges that the undersigned is familiar with, and accepts, the obligations of such position.

Dated: June 9, 2014

Shannon Nazworth  
Shannon Nazworth