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STATE BAR OF FLORIDA
TALLAHASSEE, FLORIDA

2014 DEC -9 PM 3:29

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DEC 16 2014
D. BRUCE



December 8, 2014

VIA FEDERAL EXPRESS

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

Re: Articles of Organization of *Murphy & Associates, PLLC*

Dear Sir or Madam:

Enclosed please find: (A) the original signed articles of organization for *Murphy & Associates, PLLC*; and (B) a check in the amount of \$125.00 to cover the filing fee. Please file the articles of organization and send notification of same to Entrepreneurship Law Firm, P.L., 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'.

Edward R. Alexander, Jr.

Enclosures

ERA/ihb

RECEIVED
FLORIDA SECRETARY OF STATE
DIVISION OF CORPORATIONS
DEC 9 2014 3:30 PM

**ARTICLES OF ORGANIZATION
OF
MURPHY & ASSOCIATES, PLLC**
a Florida Professional Limited Liability Company

Article I. Name.

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

MURPHY & ASSOCIATES, PLLC.

Article II. Principal & Mailing Address.

The principal and mailing address of the Company is 172 Triplet Lake Drive, Casselberry, FL 32707.

Article III. Business Purpose and Powers.

The purpose of the Company's operations shall be to undertake those acts for which licensure as a real estate salesperson is required pursuant to Chapter 475, Florida Statutes ("**Real Estate Activities**"), in accordance with §621.03, Florida Statutes, and the Company shall have all the powers granted in accordance with §621.08, Florida Statutes, incidental thereto. The Company shall render its services in accordance with the foregoing through its members, officers, employees and agents.

Article IV. Members.

Section 4.01 **Qualifications.** All of the members of the Company shall, at all times, be and remain duly licensed and authorized to undertake the Real Estate Activities in the State of Florida. Notwithstanding any contrary provision in the Operating Agreement (as defined in Article VI below), if any member becomes legally disqualified to undertake the Real Estate Activities in the State of Florida, such member shall be deemed to have immediately and voluntarily withdrawn as a member of the Company.

Section 4.02 **Meetings.** 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 dissolution of the Company.

Section 4.03 **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 a per capita or other basis upon any matter, the members shall vote in accordance with their Percentage Interest in the Company. Except as may be otherwise set forth in the Operating Agreement, the "**Percentage Interest**" of a member for voting purposes means the percentage calculated by dividing:

- (A) the number of membership interest units held by such member; by
- (B) the total number of issued and outstanding membership interest units held by all of the members entitled to vote on the matter in question, in accordance with the Operating Agreement, or if not addressed in the Operating Agreement, under the Florida Limited Liability Company Act or,

when applicable to the Company, the Revised Florida Limited Liability Company Act (the "Act"), excluding, all membership interest units held by any person or entity that is not then admitted as a member pursuant to the Operating Agreement or, if not addressed in the Operating, pursuant to the Act.

Unless otherwise provided in the Operating Agreement:

- (AA) a member may vote by proxy or in person; and
- (BB) a majority of the members entitled to vote on the matters arising at such meeting, by membership interest, but not less than two members shall constitute a quorum.

If a quorum is present, the affirmative vote of a majority of the members, by Percentage Interest, represented at such meeting shall be the act of the members, unless the vote of a greater proportion or number, or voting by classes, is required by these Amended and Restated Articles of Organization or the Operating Agreement or the Act. 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.

Section 4.04 The initial members of the Company shall be:

<u>Member:</u>	<u>Address:</u>
Vincent R. Murphy	172 Triplet Lake Drive Casselberry, FL 32707
Michael Wilson	1650 S. Ronald Reagan Blvd. Altamonte Springs, FL 32701

Section 4.05 Withdrawal. Unless otherwise set forth in the Operating Agreement, if any member (the "Withdrawing Member") exercises his, her or its power to withdraw and dissociate as a member of the Company by express will in accordance with Sections 605.0601 and 605.0602 of the Act, then, unless such withdrawal and dissociation is undertaken in accordance with the terms and conditions of the Operating Agreement, it shall be a wrongful withdrawal and the Withdrawing Member shall sell, and the Company shall purchase, the entire Interest of the Withdrawing Member for the lesser of: (A) the Withdrawing Member's Capital Account balance as of the date of such withdrawal; or (B) two hundred fifty and 00/100 Dollars (\$250.00). The purchase shall occur on a date and at a time and place selected by the Company that is not more than sixty (60) days after the date of withdrawal during normal business hours after not less than fifteen (15) days written notice to the Withdrawing Member.

Article V. Management.

Section 5.01 Management of the Company's business and affairs is vested in a board of managers. Managers may, but need not be, members of the Company.

Section 5.02 All of the managers of the Company shall, at all times, be and remain duly licensed and authorized to undertake the Real Estate Activities in the State of Florida. Notwithstanding any provision in the Operating Agreement, if any manager

becomes legally disqualified to undertake the Real Estate Activities in the State of Florida, such manager shall be deemed to have immediately and voluntarily resigned as a manager of the Company.

Section 5.03 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 (1). The number of managers may be either increased or decreased from time to time by the members in accordance with the Operating Agreement, but there shall always be at least one manager. The initial manager of the Company shall be Vincent R. Murphy.

Section 5.04 Managers, as such, shall receive such compensation for their services, if any, as may be set by the board of managers. 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 therefor.

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 an operating agreement for the Company (when so adopted being the "Operating Agreement") by that percentage vote of the members, by membership interest, set forth in the prior Operating Agreement or, in the absence thereof, by eighty percent (80%), provided, however:

- (A) the Operating Agreement and all replacements, amendments and alterations thereto shall, in all cases, be in writing; and
- (B) no amendment requiring an additional capital contribution from any member shall be valid without the written approval of such member.

Article VII. Instruments and Documents Providing for the Acquisition, Mortgage, or Disposition of 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 all of the managers; provided, however, the managers may, in accordance with these Amended and Restated Articles of Organization and the Operating

Agreement, appoint one manager to execute such documents on behalf of the board of managers.

Article VIII. Action by Members without a Meeting.

Unless the Operating Agreement provides otherwise, any action required by, or that may be taken in accordance with, applicable law, the Operating Agreement, or these Amended and Restated Articles of Organization at any annual or special meeting of all or any subset of the members of the Company, may be taken without a meeting, without prior notice, and without a vote, if a written consent, setting forth the action so taken, shall be signed by that number of members, by membership 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, but not less than two members. If any class of members is entitled to vote thereon as a class, such written consent shall be required of the members, by membership interest, of each class of members entitled to vote as a class thereon and of the total shares entitled to vote thereon.

Article IX. Liability of Members.

Section 9.01 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 Amended and Restated Articles of Organization, the Operating Agreement or any other contract to which such member is a party and pursuant to which such a member is obligated to make the contribution, whether currently due or arising in the future.

Section 9.02 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, except solely in accordance with the provisions of §621.07, Florida Statutes, where such debt, obligation or liability in excess of proceeds of insurance received by the Company in connection therewith.

Article X. Indemnification.

Section 10.01 Except for liabilities arising in accordance with §621.07, Florida Statutes, that are in excess of proceeds of insurance received by the Company in connection therewith, the Company shall indemnify against any liability incurred or suffered in any proceeding in which any individual or entity is made a party to any proceeding because he, she or it is or was a manager or member if:

- (A) He or she or its managing body acted and conducted himself/herself in good faith;
- (B) He or she or its managing body 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 10.02 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 10.03 The Company shall indemnify each manager and each 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 10.04 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 XI. Admission of a New Member.

A person or entity may be admitted as a member only upon the percentage vote of the members, by membership interest, set forth in the Operating Agreement or, in the absence thereof, by eighty percent (80%). As a condition precedent to being admitted as a member, such person or entity shall make a capital contribution in the amount determined by the board of managers and enter and become bound by the then current Operating Agreement.

Article XII. Transferability of Member's Interest.

The interests of the members of the Company may be transferred or assigned only as provided in the Operating Agreement. 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 Amended and Restated 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.

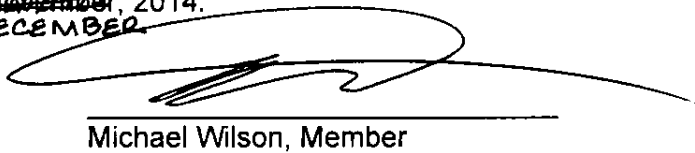
Article XIV. Registered Agent and Registered Office.

The initial registered office of the limited liability company shall be 172 Triplet Lake Drive, Casselberry, FL 32707, and the name of the initial registered agent of the limited liability company shall be Vincent R. Murphy.

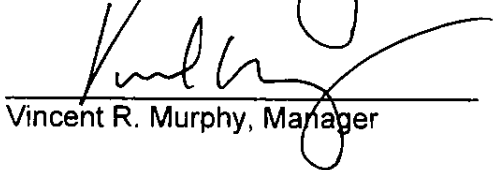
IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Organization this 5 day of ~~November~~ **DECEMBER**, 2014.



Vincent R. Murphy, Member



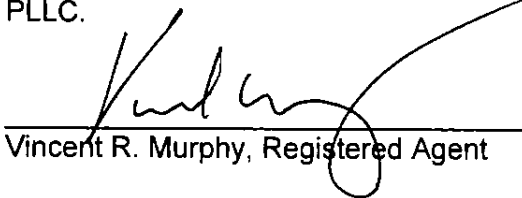
Michael Wilson, Member



Vincent R. Murphy, Manager

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

I, Vincent R. Murphy, am familiar with the obligations of the registered agent and hereby accept the appointment to serve as the initial Registered Agent of Murphy & Associates, PLLC.



Vincent R. Murphy, Registered Agent

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